

MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA AUGUST 25, 2021 10:00 am VIA ZOOM

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https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09 Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, , as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Penny Caudill Emergency Management – Allison Moore Highway – Lisa Ridge Treasurer – Jessica McClellan Diane Henshel-Quarry Property Presentation

4. PROCLAMATION - WOMEN'S EQUALITY DAY

5. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES.

6. APPROVAL OF MINUTES

August 11, 2021 August 18, 2021

7 15

7. APPROVAL OF CLAIMS DOCKET

Accounts Payable – August 25, 2021 Payroll – August 27, 2021

8. REPORTS Treasurer's – July 2021

9. NEW BUSINESS

A. MOVE TO APPROVE: E & B PAVING, LLC FOR KARST FARM GREENWAY Fund Name: Next Level Trails Fund Number: 9107-30006-0000 Amount: \$813,138.00

Presenter: Kelli Witmer

Executive Summary: This Agreement enlists E & B Paving, LLC to serve as the General Contractor for the Northern Section of the Karst Farm Greenway from Ellettsville to Woodyard Road, a recreational trail to be built upon a former railroad corridor, which Monroe County has been authorized to improve and develop. The project includes trail construction and associated site improvements along the former railroad corridor over which Monroe County has interim trail rights.

The total amount is not to exceed \$813,138.00 and the project is to be completed within ninety days of the Notice To Proceed which shall be considered the date of execution and approval of this Agreement by all parties.

B. MOVE TO APPROVE: BLEDSOE, RIGGERT, COOPER & JAMES AGREEMENT FOR KARST 280 FARM GREENWAY. 280

Fund Name: Next Level Trails Fund Number: 9107-30006-000 Amount: Not to exceed \$53,650.10

Presenter: Keli Witmer

Executive Summary: This agreement is for Construction Administration Services for the Karst Farm Greenway from Loesch Road trailhead to State Road 46, Ellettsville, IN.

21

23

C. MOVE TO APPROVE: PLAYPROS AGREEMENT FOR PLAYGROUND SURFACE INSTALLATION. 292 Fund Name: GO Bond Fund Number: 4813-42175 Amount: Not to exceed \$10,080

Presenter: Kelli Witmer

Executive Summary: PlayPros is being hired on a per person, per hour basis to install the SMARTE playground surface system. Parity, Inc. will have one site supervisor and MCPR will provide park staff and park equipment for installation. Only MCPR staff will operate MCPR equipment.

D. MOVE TO APPROVE: PLAYPROS AGREEMENT FOR PLAYGROUND INSTALLATION.	296
Fund Name: GO Bond	
Fund Number: 4813-42175	
Amount: \$121,284.40	

Presenter: Kelli Witmer

Executive Summary: PlayPros will prepare the site per Bledsoe Riggert Cooper & James engineering & ADA specifications and install the Landscape Structures, Inc. playground equipment, concrete sidewalk & curbs, excavation/earth work, stone base, drains and drainage tile.

E. MOVE TO APPROVE: WEDDLE BROS. AGREEMENT FOR SHOWERS BUILDING FLOODING 300 REPAIR.
 Fund Name: Cumulative Capital Development
 Fund Number: 1138
 Amount: \$38,000

Presenter: Greg Crohn

Executive Summary: This agreement with Weddle Bros. Building Group LLC, covers the insulation, drywall, paint, electrical, plumbing, floor covering, and cove base repair work required on the ground level of the Showers Building. Areas affected are the lower level commons, meeting rooms in the 100 block, east hallway, and Parks & Recreation office. This work is necessary due to flood damage received on 19 June 2021 from exceptionally heavy rains. All costs incurred will be submitted to insurance.

H. MOVE TO APPROVE: RESOLUTION 2021-40; HIGHWAY SURPLUS PROPERTY

Fund Name/Number/Amount: N/A

Presenter: Jeff Cockerill

Executive Summary: The Highway Department has a 2003 Asphalt Roller that is no longer needed for County use and this resolution will declare is as surplus and allow for its disposal.

F. MOVE TO APPROVE: WEDDLE BROS. AGREEMENT FOR HEALTH BUILDING FLOODING REPAIR.

Fund Name: Cumulative Capital Development Fund Number: 1138 Amount: \$33.000.00

Presenter: Greg Crohn

Executive Summary: This agreement with Weddle Bros. Building Group LLC, covers the insulation, drywall, paint, and cove base repair work required in the basement of the Health Building (Futures Clinic). This work is necessary due to flood damage received on 19 June 2021 from exceptionally heavy rains. Weddle Bros. is working with Director Caudill to minimize down time to the clinic. All costs incurred will be submitted to insurance.

G. MOVE TO APPROVE: MONROE COUNTY SOLID WASTE MANAGEMENT DISTRICT AGREEMENT FOR CURRY BUILDING & COMMUNITY CORRECTIONS.

Fund Name: County General Fund Number: 1000 **Amount:** \$1,019.94

Presenter: Greg Crohn

Executive Summary: This agreement with Monroe County Solid Waste serves to supplement the recycle services already provided by the SWD. Due to increased volume of recycle generated in the Community Corrections (Johnson Bldg.) and the Curry buildings, it is necessary to add additional recycle bins, as well as adding the Community Corrections building as an additional pick up site for the SWD driver.

This agreement covers the period of 16 August 2021 through 31 December 2021

319

309

I. MOVE TO APPROVE: AMENDMENT TO EXTEND OPERATION OF COVID TESTING SITE. Fund Name: COVID Health Cares Fund Number: 8908 Amount: N/A

Presenter: Penny Caudill/Jeff Cockerill

Executive Summary: The Monroe County Health Department, working with the City of Bloomington, IU Health, Bloomington, Indiana University, and the County to reopen the COVID testing site. The location will be the same. It is estimated that the funding support approved in the original October 9, 2020 agreement will be sufficient to carry on operations through the end of the year. Therefore, this request is to extend all the agreements relating to the COVID 19 testing site through the end of December.

There are five separate items involved, the first is attached to this agenda item.

1. An Addendum to the MOU between City of Bloomington, IU Health, Bloomington, Indiana University, and the County.

2. Extending the time frame for the MEDIX agreement. The amendment will not change the not to exceed amount of the agreement.

3. Extending the Lease of the space, the current lease allows for holdover, IU Health Bloomington, Inc., has agreed that to keep the base lease terms for an additional month.

4. Extending the cleaning contract for an additional month at the current rate.

5. Agreement with the State for lab and supplies.

The current funding source includes adequate funding to cover the estimated cost of the extension.

J. MOVE TO APPROVE: 2021 CARES ALLOCATIONS

Fund Name: Co. Drug Free Communities Fund Number: 1148 Amount: \$53,765.30

Presenter: Steve Malone/Angie Purdie

Executive Summary: The CARES Board distribution of funds to Justice, Treatment and Prevention Programs and initiatives in Monroe County. These distributions are dependent on County Council appropriations.

324

K. MOVE TO APPROVE: CLARK DIETZ, INC ON CALL ENGINEERING SERVICES.
 Fund Name: Cumulative Bridge
 Fund Number: 1135
 Amount: \$37,400.00

Presenter: Lisa Ridge

Executive Summary: This agreement is for on call services as needed and Task #1 for That Road Bridge #79. This bridge is listed in The Departments 5-year bridge replacement program.

L. MOVE TO APPROVE: BEAM, LONGEST & NEFF SUPPLEMENTAL #1 FOR CURRY PIKE/SMITH 346 PIKE/WOODYARD ROAD INTERSECTION PROJECT. Fund Name: Curry Pike/Smith Road/Woodyard Road Fund Number: 8164 Amount: TBD/As needed.

Presenter: Lisa Ridge

Executive Summary: This supplemental is to include the Utility Coordinator rates for the Curry Pike/Smith Road/Woodyard Road intersection improvement project.

10. APPOINTMENTS

11. ANNOUNCEMENTS

12. ADJOURNMENT



MONROE COUNTY BOARD OF COMMISSIONERS' MEETING MINUTES SUMMARY* AUGUST 11, 2021 10:00 am VIA ZOOM

https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09			
Meeting ID: 843 5333 7265	Password: 162537	Dial by your location:	1 312 626 6799 US (Chicago)

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, , as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

- 1. CALL TO ORDER BY COMMISSIONER THOMAS
- 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES
- 3. DEPARTMENT UPDATES Health – Penny Caudill

Emergency Management – Allison Moore Highway – Lisa Ridge

- 4. COMMISSIONERS STATEMENT REGARDING CITY OF BLOOMINGTON'S PROPOSED ANNEXATION.
- 5. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES. No public comment.
- 6. APPROVAL OF MINUTES

August 4, 2021 Jones made motion to approve. Githens seconded. Attorney Jeff Cockerill called roll. Thomas – yes

pg. 1 Board of Commissioners' August 11, 2021 Meeting Minutes Summary* Jones – yes Githens – yes Motion carried 3-0.

7. APPROVAL OF CLAIMS DOCKET

Accounts Payable – August 11, 2021 Payroll – August 13, 2021 Jones made motion to approve. Githens seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0.

- 8. REPORTS Weights and Measures – June 16 – July 15, 2021
- 9. NEW BUSINESS
- A. MOVE TO APPROVE: RESOLUTION 2021-34; PARKS & RECREATION SURPLUS PROPERTY

Fund Name/Number/Amount: N/A Jones made motion to approve. Githens seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0.

B. MOVE TO APPROVE: B-TECH FIRE & SECURITY ENVIRONMENTAL SERVICES FOR YSB.

Fund Name: LIT-Special Services Fund Number: 1114 Amount: \$3,960 Jones made motion to approve. Githens seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0.

pg. 2 Board of Commissioners' August 11, 2021 Meeting Minutes Summary* C. MOVE TO APPROVE: RATIFICATION OF SECURITY PRO 24/7 AGREEMENT.

Fund Name: County General Fund Number: 1000 Amount: Not to exceed \$25,000 Jones made motion to approve. Githens seconded. Jim Shelton – Bloomington Chamber of Commerce. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0

D. MOVE TO APPROVE: RESOLUTION 2021-38; RECORDERS OFFICE SURPLUS PROPERTY. Fund Name/Number/Amount: N/A

Jones made motion to approve. Githens seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0

- E. MOVE TO APPROVE: ORDINANCE 2021-31; ESTABLISHING THE MONROE COUNTY CRIMINAL JUSTICE RESPONSE COMMITTEE. Fund Name/Number/Amount: N/A Jones made motion to approve. Githens seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0.
- **10. APPOINTMENTS**

None.

11. ANNOUNCEMENTS

Accepting applications for boards and commissions. Go to <u>www.co.monroe.in.us</u> for more information and the applications. Current openings on the <u>Economic Development</u> <u>Commission, Drainage Board</u> and <u>Affordable Housing Advisory Commission</u>.

In accordance to the latest Health Order Mask mandate, local businesses and organizations can pick up free window clings at the Commissioner's office 3rd floor, Courthouse.

pg. 3 Board of Commissioners' August 11, 2021 Meeting Minutes Summary* Information regarding the proposed City of Bloomington Annexation can be found on the county's website <u>www.co.monroe.in.us</u>.

Monroe County Commissioners are sponsoring a **BLOOD DRIVE** at the Monroe County Convention Center Conference Room, 302 S. College Ave, on the following dates:

- Thursday, August 26, 1pm 7pm
- Friday, August 27, 1pm-7pm

This is **BY APPOINTMENT ONLY.** Contact the Red Cross to schedule your appointment at 1.800.733.2767 or **www.redcross.org.**

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreyonlds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

Next Commissioners Meeting, Wednesday, August 18, 10 am via Zoom.

11. ADJOURNMENT

The minute's summary of the August 11, 2021 Board of Commissioners' meeting were approved on, August 25, 2021.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Lee Jones, Vice President

Penny Githens

Julie Thomas, President

Lee Jones, Vice President

Penny Githens

Attest:

Catherine Smith, Auditor

*The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.



OFFICE OF MONROE COUNTY COMMISSIONERS 100 West Kirkwood Avenue The Courthouse Room 322 BLOOMINGTON, INDIANA 47404

> Telephone 812-349-2550 Facsimile 812-349-7320

Lee Jones, Vice President

Penny Githens

August 11, 2021

Following the receipt of the financial impact report written by Baker Tilly, we heard from residents at three public meetings. In addition, a number of residents attended the City Council public hearing. After reading the report and hearing from residents, we wish to make the following statement:

The Monroe County Board of Commissioners is opposed to the annexation plan proposed by the City of Bloomington. While the Board of Commissioners is unable to take any legal action regarding this proposal, we wish to state our objections for the record.

This annexation is far too large - with more than 6,600 parcels targeted. This is an over-reach as smaller annexations can occur over many years rather instituting a disruptive large-scale one-time annexation. As Former County Commissioner Charlotte Zietlow noted, this annexation has torn the community apart. During her time as a member of the Bloomington City Council, Charlotte reported she was also involved in multiple voluntary annexations. As part of the voluntary annexations, City personnel sought input from property owners before moving forward. Since current state law allows for voluntary annexation, we urge the Bloomington City Council to vote against all 8 of the areas being proposed by the Mayor and to work with the residents in each area - maybe even individual neighborhoods within a given area - so that voluntary annexation can occur.

Previous successful annexation efforts began with meeting residents and hearing their concerns before the Ordinance was passed by the City Council. The City's current process has put residents outside of the city back on their heels, on the defensive. Rather than work in opposition to property owners, we urge the City Council take a collaborative approach to annexation.

We are concerned about the potential annual revenue loss of \$2.7M to the county. In addition:

- MCCSC \$486K annual loss
- Monroe County Public Library \$273K annual loss
- Monroe County Fire Protection District \$500K annual loss
- Other taxing units will face additional losses, including township government.

According to the estimates from Baker Tilly, these reductions are higher than the estimates from the City's fiscal plan.

All county residents - whether they live in the city or in an area targeted for annexation or not - will be impacted by the reduced revenues.

Monroe County government provides services for all residents - whether they live in the city, or a town or in the unincorporated parts of the county - from Weights and Measures to the Monroe County Health Department. We want to emphasize that the largest portion of the county budget is dedicated to the Criminal Justice system, which includes the Sheriff, Jail, Community Corrections, Probation, the Courts, the Prosecutor and Public Defender, and the Youth Service Bureau.

Our Criminal Justice Study was just completed and Monroe County Government will need this funding for ongoing operations and personnel in order to enact reforms which will benefit every Monroe County Resident.

Residents are concerned about the limited number of City Police Officers - this will become a larger issue if the city adds all of this additional territory. This impacts both those already residing within City limits and those in the proposed annexation areas. Housing becomes less affordable - especially for renters and those on a fixed income - when property taxes increase to this extent.

We encourage county residents who are targeted for annexation to become informed. If you don't want to be annexed, you will have the opportunity to remonstrate. The fiscal report from Baker Tilly (a CPA firm) is available on our website as is a property tax estimator created by Baker Tilly. This will help residents understand the property tax implications of annexation if it happened today, in 2021. In 2019 the Indiana Legislature passed a law which would make any remonstrance waiver more than 15 years old no longer valid. Remonstrances are filed with, and certified by, the Monroe County Auditor, Cathy Smith. Ms. Smith will follow the current law regarding the expiration of remonstrance waivers. If a property owner is unsure about either the existence of, or the current validity of, a remonstrance waiver on a given property, please know there is no penalty for signing a remonstrance that the Auditor determines is invalid.

Please contact the city council - <u>council@bloomington.in.gov</u> to voice your opinion about annexation. You may also wish to speak at the City Council meeting beginning at 6 pm tonight via Zoom. You can also join the online-only meeting from City Hall.

To ensure that the city council understands residents' sentiments regarding annexation, we urge every property owner in one of the 8 proposed annexation areas to be heard.



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY August 11, 2021 Via ZOOM

1. Nicole Browne – Clerk of Circuit Court

Discussion regarding Election Central space needs. Commissioners requested more specific information for day to day business space needs and election space needs.

2. David Schilling – Legal

Discussion regarding proposed amendments to MC Code Chapters 115-4 & 115-5. Bring back to next formal meeting for approval.

3. Jeff Cockerill – Legal

Discussion regarding proposal relating to Sustainability Analysis, Capital Improvement Plan, Budget & General financial consulting on an as needed basis. Thomas made motion to approve, contingent upon Council appropriation. Githens seconded. No public comment. Cockerill called roll. Thomas – yes Jones – yes Githens – yes. Motion carried 3-0.

4. Angie Purdie – Commissioners' Administrator

Discussion of proposed Amended MC Continuity of Operation Plan.

No public comment. Cockerill called roll. Thomas – yes Jones – yes Githens – yes Motion carried 3-0.



MONROE COUNTY BOARD OF COMMISSIONERS' MEETING MINUTES SUMMARY* AUGUST 18, 2021 10:00 am VIA ZOOM

https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09			
Meeting ID: 843 5333 7265	Password: 162537	Dial by your location: 1 312 626 6799 US (Chicago)	

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1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES

Health – Penny Caudill Emergency Management – Kate Petroline Highway – Lisa Ridge Probation – Christine McAfee

4. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES.

Jim Shelton – CASA Ami Gandhi – County resident Hal Turner – County resident David Henry – County resident David Shelton – Knox County Clerk Mandy Yates – County resident David Gamage – County resident Shruti Rana – Election Board member

pg. 1 Board of Commissioners' August 18, 2021 Meeting Minutes Summary*

- 5. APPROVAL OF MINUTES None
- 6. APPROVAL OF CLAIMS DOCKET

 Accounts Payable August 18, 2021
 Githens made motion to approve. Thomas seconded.
 No public comment.
 Attorney Jeff Cockerill called roll.
 Thomas yes
 Githens yes
 Motion carried 2-0.
- 7. NEW BUSINESS
- A. MOVE TO APPROVE: NEXUS GROUP CYCLICAL REASSESSMENT AGREEMENT. Fund Name: Reassessment Fund Number: 1224-34310 Amount: \$1,570,000.000 Githens made motion to approve. Thomas seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Githens – yes Motion carried 2-0.
- B. MOVE TO APPROVE: LANDSCAPE STRUCTURES, INC. PURCHASE OF PLAYGROUND EQUIPMENT AT KARST FARM PARK SHELTER #1.
 Fund Name: GO Bond & Parks Non-Reverting Fund Number: 4813-42175 & 1179-40001 Amount: \$114,101.32 & \$50,000.00 Githens made motion to approve. Thomas seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Githens – yes Motion carried 2-0.

pg. 2 Board of Commissioners' August 18, 2021 Meeting Minutes Summary*

- C. MOVE TO APPROVE: PARITY, INC. PURCHASE OF SMARTE PLAYGROUND SURFACE SYSTEM. Fund Name: GO Bond & MC Parks Foundation 501(c) 3 non-profit
 Fund Number: 4813 – 42175 & MC Parks Foundation Donation
 Amount: \$26,200.00 & \$45,000.00
 Githens made motion to approve. Thomas seconded.
 No public comment.
 Attorney Jeff Cockerill called roll.
 Thomas – yes
 Githens – yes
 Motion carried 2-0.
- D. MOVE TO APPROVE: DELTA DENTAL 2022-2023 CONTRACT RENEWAL.

Fund Name: Self Insurance Fund Number: 4700 Amount: N/A Githens made motion to approve. Thomas seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Githens – yes Motion carried 2-0.

E. MOVE TO APPROVE: MIDWEST MAINTENANCE PROPOSAL

Fund Name: 2018 GO Bond Capital Projects & Cumulative Capital Development Fund Number: 4813 & 1138 Amount: \$40,800.00 Githens made motion to approve. Thomas seconded. No public comment. Attorney Jeff Cockerill called roll. Thomas – yes Githens – yes Motion carried 2-0.

F. MOVE TO APPROVE: ORDINANCE 2021-39; AMEND MONROE COUNTY CODE CHAPTERS 115-4 & 115-5.

Fund/Name/Number/Amount: N/A Githens made motion to approve. Thomas seconded. Public comment: Trohn Enright-Randolph – County Surveyor Attorney Jeff Cockerill called roll. Thomas – yes Githens – yes Motion carried 2-0.

pg, 3 Board of Commissioners' August 18, 2021 Meeting Minutes Summary* G. MOVE TO APPROVE: RATIFICATION OF FINANCIAL SOLUTIONS GROUP CONSULTING AGREEMENT. Fund Name: TBD Fund Number: TBD Amount: Not to exceed \$25,000.00 and Council appropriations. Githens made motion to approve. Thomas seconded. Attorney Cockerill recommends motion be amended to include Council appropriations. Githens amended motion to include Council appropriations. Attorney Cockerill called roll on amended motion. Thomas - yes Githens - yes Motion carried 2-0. Public comment: Geoff McKim - Council member. Attorney Jeff Cockerill called roll. Thomas - yes Githens - yes Motion carried 2-0.

H. MOVE TO APPROVE: INDOT AGREEMENT FOR COUNTY WIDE BRIDGE INSPECTIONS. Fund Name: County Wide Bridge Inspections 2022-2025
Fund Number: 8168
Amount: \$248,992.81
Githens made motion to approve. Thomas seconded.
No public comment.
Attorney Jeff Cockerill called roll.
Thomas – yes
Githens – yes

Motion carried 2-0.

8. APPOINTMENTS

9. ANNOUNCEMENTS

10. ADJOURNMENT

pg. 4 Board of Commissioners' August 18, 2021 Meeting Minutes Summary* The minute's summary of the August 18, 2021 Board of Commissioners' meeting were approved on, August 25, 2021.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Lee Jones, Vice President

Penny Githens

Julie Thomas, President

Lee Jones, Vice President

Penny Githens

Attest:

Catherine Smith, Auditor

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pg. 5 Board of Commissioners' August 18, 2021 Meeting Minutes Summary*



MONROE COUNTY BOARD OF COMMISSIONERS' WORK SESSION SUMMARY August 18, 2021 Via ZOOM

Angie Purdie – Commissioners' Administrator
 Discussion regarding Michael Chamblee Architectural services for Highway Department
 Relocation Project.

 Thomas made motion to approve. Githens seconded.

 No public comment.
 Attorney Jeff Cockerill called roll.

 Thomas – yes
 Githens – yes
 Motion carried 2-0.

2. Margie Rice - Legal

Discussion regarding Seven Oaks Charter School mask mandate compliance. Motion made pursuant to Indiana Code 16-21-26b The Monroe County Board of Commissioners authorized the local board of Health or local health officer to file an action in Circuit Court to enforce the Health Board or health officer orders citations and administrative notices if necessary. Githens seconded. No public comment. Attorney Jeff Cockerill called roll.

Thomas – yes Githens – yes Motion carried 2-0.

3. Nicole Browne – Clerk

Discussion regarding Election Central space needs. Commissioners requested a detailed report from the Election Board regarding the actual square footage needed for day to day needs and election needs.

	COUNTY TREASURE				
	Required by IC 3	6-2-10-16 and IC 5-1	3		
Month ending		July	2021 MO	NIDOE COLUMN	
		July	2021 MO	NROE COUNTY	
CHARGES:					
	ilected (Not Receipted to Ledger or Refunded).		\$	3,520,892.67	
	ction of Taxes			0.00	
3 Bank, Building	and Loan and Credit Union			0.00	
4 Harrett Law Co	llections			0.00	
	und			1,000.00	
	istrict Collections			0.00	
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	llections		·	0.00	
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12 Vehicle license	Excise Tax			2,858,922.22	
	ions		·	0.00	
	g			151.43	
	e Excise Tax			1,278.98	
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	e and Registration Fees (Boat Excise Tax)			65,923.06	
18 Lotto Excise Tr 19 Heavy Epuipma		-9		921,385.30	
20	an neural		·····	166,038.10	
	of all Ledger Accounts - Cash			106,718,388.83	
22 Total Balances	of all Ledger Accounts - Investments		·	0.00	
			5	114,732,696,18	
-			·		
CREDITS:				ł	
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	s Record (List in Detail on Reverse Side)			5	96,529,1
	Shown by Daily Balance of Cash and			•	b d lo L d l
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	land at Close of Month:				
			900.00		
			100.00	•	
	ney Orders, etc		0.00		
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31 Cash Short (add)	ķ		Ψ	114,132,0
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			*		
34 Balance in all D	epositories Per Daily Balance Record				
(Line 24 Ab	ove)	******	\$	96,529,132.53	
35 Outstanding Wa	rrant-Checks (Detail by				
	on Reverse Side)			(2,395,850.51)	
	epositories Per Bank Statements				
(Detail on R	everse Side)			<u> </u>	99,392,4
	sit (Detail on Reverse Side)			(467,504.96)	·····
37 Deposits in Trans			· \$	99,392,488.00 \$	99,392,4
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37 Deposits in Tran 38 Proof					_
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37 Deposits in Tran 38 Proof ANALYSIS OF CASI (a) Cash Chang	e Fund Advanced by County		•	\$	
37 Deposits in Trai 38 Proof ANALYSIS OF CASI (a) Cash Chang (b) Receipts De	e Fund Advanced by County posited in Depositories	·····		\$	
 37 Deposits in Trai 38 Proof ANALYSIS OF CASI (a) Cash Chang (b) Receipts De (c) Uncollected 	e Fund Advanced by County posited in Depositories Items on Hand (List on Reverse Side)	·····		- <u>-</u> 	
 37 Deposits in Trai 38 Proof ANALYSIS OF CASI (a) Cash Chang (b) Receipts De (c) Uncollected 	e Fund Advanced by County posited in Depositories	·····		* *	1,0
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37 Deposits in Tras 38 Proof ANALYSIS OF CASI (a) Cash Chang (b) Receipts De (c) Uncollected (d) Total (Must State of Indiana,	e Fund Advanced by County posited in Depositories Items on Hand (List on Reverse Side) Agree With Line 26 Above) Monroe Coonty: SS: I, the undersigned treasur	er of the aforesaid County an		\$ \$	1.0
37 Deposits in Trat 38 Proof ANALYSIS OF CASI (a) Cash Chang (b) Receipts De (c) Uncollected (d) Total (Must State of Indiana,	e Fund Advanced by County posited in Depositories Items on Hand (List on Reverse Side) Agree With Line 26 Above)	er of the aforesaid County an		\$ \$	1,0

 Note: repair in quadruplicate, retain one copy and give three copies to the County Auditor.

 Original (White)
 -To be filed with County Auditor for Board of Finance.

 Duplicate (Blue)
 - To be filed with County Anditor for Board of Commissioners.

 Triplicate (Pink)
 -To be filed with County Anditor for transmission to State Board of Accounts.

 Quadruplicate (Canary)
 -To be retained by County Treasurer.

-130-5 K.

P

AUG 16 2021

Conducine Smit. Auditor Monroe County, Indiana Page 21 of 2719, Indiana

Date Originally Received
Received From For D
For
Date Returned
Returned by (Name of Dep) Reat
Reason for Return Amount

Date Originally Received	
Received From	(Checks and other items re
For	turned by depositories a
Date Returned	nd in process of collection
Returned by (Name of Dep)	n at close of month)
Reason for Return Ar	

Interest

••• Outstanding Checks ••••Reconciling item per St Bd of Accts ••••Bank Error ADVANCE CKS FOR SETTLEMENT

\$117,593,370.57

(\$465,823.88)

(\$2,395,850.51)

\$114,731,696.18

Warrants & Deposits

in Transit \$2,861,674.39

ank of New York Mellon/Holdings VB MC18 Bond Int 80-0386-01-3 NB MC18 Constr 80-0386-03-9

tdv com 80-0306-03-

\$434.03 297,368.45 ,160,714.93 \$43.91

(\$6.14) \$1,883.42 \$0.00 \$0.00 (\$0.37) (\$10.66) \$0.00

\$0.00 \$0.00 <u>\$0.00</u>

\$10,162,598.3

\$43.9 \$0.00 \$0.00

\$297,362

\$304.28 \$433.55

\$0.00 \$0.00

\$516,405.28

ev-80-0306-01-

\$641,031.89 \$526,342.82 \$57,591.66 \$305.16

(\$13.41 (\$16.33

\$0.00 \$8.00 \$0.00

\$0.00

\$96,529,132.53 \$2,151,253.52 \$3,228,537.71 \$427,917.54 \$641,015.56 \$526,329.41 \$57,590.47

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80

B MC18 Surplus 80-0386-02-1

COD 1740030729 MC 20 P&I 80-0424-01

50.00

nvestment Totals

MC 20 Debt 80-0424-03-8

July 31, 2021

Required by IC 36-2-10-16 and IC 5-13

001 - FFB Operating 1242 002 - FFB Payroll 3328 003 - FFB Sweep 5640 004 - FFB PERF 559 005 - FFB Greeit Card 5324 006 - FFB General 5638 013 - German American 3108 014 - TI TRECS 0001

7-ONB MC 20 Cap 80-0424-04-6 6 - Redev-80-0306-02-9

\$1,037,382.36 \$14,418,074.51

(\$23.04) (\$1,137.46)

\$0.00 \$0.00 SO.00

0.00

\$1,037,359.32 \$14,416,937.05

Balance

399,392,488.00 \$2,151,308.43

3,228,619.97 \$192,754.28

(\$82.26) (\$4.91)

\$427;928.44

\$11,540.32 \$66,551,736.56 \$29,552.48 \$2,025,200.03 \$0.00

MS7202940 aviation gen WS7203017 cum bridge MS7203004 road & street

AS7202979 aviation constr AS7202924 aviation building AS7202953 property re-assesmt-tedev-80-0267-02-3

COUNTY TREASURER'S

Name and Location of Depository

come back to cashbook balance Outstanding Warrant-Checks

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

deposits+outstanding+BB balance=CB bal

Balance Per Bank Statements

Deposits in Transit

\$15,181,110.23

\$0.00

\$183.14

\$28,070.17 367,780.34

443.69 \$0.00

\$0.00 \$137,891.51

\$137,891.51)

\$80.22

(\$7,179.75)

(\$3.16) (\$89.71) \$0.00

\$0.00 \$0.00 \$0.00

366,544,556 \$2,025,11

\$11,620.5

\$29,549.32

\$0.00

Jul-21

Balance Per Daily Balance Cash & Depositories

40

Page 22 of 279



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 08/25/2	Parks
	Agreement for Construction and Construction-Related Services between E & B Paving, LLC and the Monroe County Commissioners for the benefit of the Monroe County Parks and Recreation Department.

Executive Summary:

This Agreement enlists E & B Paving, LLC to serve as the General Contractor for the Northern Section of the Karst Farm Greenway from Ellettsville to Woodyard Road, a recreational trail to be built upon a former railroad corridor, which Monroe County has been authorized to improve and develop. The project includes trail construction and associated site improvements along the former railroad corridor over which Monroe County has interim trail rights. The total amount is not to exceed \$813,138.00 and the project is to be completed within ninety days of the Notice To Proceed which shall be considered the date of execution and approval of this Agreement by all parties.

Fund Name(s):

NLT.

Fund Number(s): 9107-30006-0000

Amount(s)

\$813,138.00

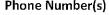
Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Kelli	Witmer	
Marg	jie Rice	



(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Rice, Margie

Agreement for Construction and Construction-Related Services

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This Agreement for Construction Services is made and entered into between E & B Paving, LLC Company, Inc. ("Contractor") and the Monroe County Board of Commissioners ("Commissioners") on behalf of the Commissioners and for the benefit of the Monroe County Parks and Recreation Department ("Parks"), who may collectively be referred to as "Monroe County" or the "County". The Contractor and Commissioners mutually agree as follows:

The terms of the Agreement enlist Contractor to serve as the General Contractor for the **Northern Section of the Karst Farm Greenway from Ellettsville to Woodyard Road** ("Project"), a recreational trail to be built upon a former railroad corridor, which Monroe County has been authorized to improve and develop. The Project includes trail construction and associated site improvements along the former railroad corridor over which the Monroe County has interim trail rights.

RECITALS

WHEREAS, in response to a request for bids issued by the Commissioners, Contractor submitted a bid which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Commissioners determined on April 7, 2021, that Contractor was the lowest and most responsive bidder and awarded the contract to Contractor; and

WHEREAS, Contractor has experience, knowledge, and expertise relating to the Project and desires to complete the Project, and the Commissioners desire to have Contractor complete the Project, in accordance with the specifications set forth by the Commissioners, which are attached hereto and incorporated herein as "Exhibit B"; and

NOW, THEREFORE, in consideration of the following inutual covenants, the parties hereto mutually eovenant and agree as follows:

SECTION I. SCOPE OF PROJECT AND SERVICES BY CONSULTANT

Contractor shall provide the services and deliverables in accordance with the Construction Documents, which are either included in or described in "Exhibit B", which is attached hereto and incorporated herein. This Project has been designed by CHA Consulting, Inc. Contractor agrees to communicate and work directly with and under the general supervision of Monroe County and the construction manager hired by Monroe County, who will work with Parks as necessary to complete the Project.

Contractor shall not commence any additional work or change the scope of work without consultation with Monroe County and until authorized in writing by Monroe County to make such change. The scope of work may only be amended, supplemented or modified by a written document executed by the Contractor and the Commissioners in the same manner as this Agreement.

SECTION II. COMPENSATION

Contractor agrees to perform all that is required and necessary to accomplish this Project, as described this Agreement, particularly in Section I and the attached Exhibits, for an amount paid by Commissioners not to exceed Eight Hundred Thirteen Thousand, One Hundred and Thirty Eight Dollars and zero cents (\$813,138.00). Contractor acknowledges that no claim for additional compensation may be made by implication, oral agreements, action, inaction, or course of conduct. Any changes in compensation must be approved, in writing, by the Commissioners.

Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed to Kelli Witmer, the Monroe County Parks Director, who shall process the invoices for payment. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt and in conformance with all federal, state and local laws and Commissioners' fiscal policies and procedures.

In order to receive payment, Contractor shall perform all services under this Agreement to the reasonable satisfaction of Monroe County and its construction manager, as determined at the discretion of Monroe County and its construction manager and in accordance with all applicable federal, state, and local laws and all ordinances, rules, and regulations. The Commissioners will not pay in advance or for work not performed to Monroe County's reasonable satisfaction or work that is inconsistent with this Agreement, any of its Exhibits, pre-bid documents provided, or engineering specifications, until all deficiencies are remedied in a timely manner.

SECTION III. TERM

The term of this Agreement shall be from the date of the last signature affixed to the successful completion of the construction of the Project, as deemed by Monroe County. The completion date of the Project is deemed to be within ninety (90) days of the Notice to Proceed. Notice to Proceed shall be considered the date of execution and approval of this Agreement by all parties.

Contractor agrees that no charges or claim for damages shall be made by it for any delays from any cause whatsoever during the progress of any portion of the services specified under this Agreement. Any such delays shall be compensated by a reasonable extension of time, subject to Monroe County's approval.

SECTION IV. NOTICE TO PROCEED AND SCHEDULE

Contractor shall begin the work to be performed under this Agreement upon receipt of notice by Monroe County and shall deliver the work within ninety (90) days or in accordance with any and all schedules otherwise agreed upon by Monroe County and Contractor, provided no such schedules shall be made which would extend the Term of this Agreement as stated in Section III, without prior, written approval by the Commissioners.

SECTION V. REPRESENTATIONS AND SUB-CONTRACTORS

Contractor represents that he has examined and carefully studied the documents provided by Monroe County and all related bidding documents. Contractor has visited the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Scope of Work. Contractor does not consider any further examinations, investigations, explorations, tests, studies, or data are necessary to perform the Scope of Work at the price agreed to in Section II. Contractor shall give Monroe County, prior to the execution of this Agreement, written notice of any and all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the documents provided by Monroe County. Contractor shall only use the sub-contractors listed in Exhibit A, unless Contractor and Commissioners agree to a written addendum to this Agreement to allow alternative or additional sub-contractors. If Contractor believes an alternative or additional sub-contractor will be necessary, Contractor shall notify Monroe County within five (5) days of Contractor's knowledge of the necessity of such sub-contractor.

SECTION VI. INDEMNITY

Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless the Commissioners, their officials, and employees from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the Commissioners or its employees.

SECTION VII. WORKER'S COMPENSATION

To the extent required by the laws of the State of Indiana, Contractor and any and all of the subcontractors used by Contractor and listed in "Exhibit A", shall purchase and maintain a policy of Worker's Compensation Insurance and furnish a certificate of such insurance to the Commissioners or Monroe County before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioners' sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

SECTION VIII. LIABILITY INSURANCE AND BONDS

Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate, and furnish proof of such insurance to Monroe County, on behalf of the Commissioners, before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioners' sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

Contractor shall provide the Commissioners, as shown in Exhibit A, a Bid Bond in the amount of Five Percent (5%) of the Project cost. Contractor shall also secure and pay for any and all other bonds required by federal, state, or local law or regulation including but not limited to those for temporary construction entrance permits on any road locations required.

SECTION IX. NON-DISCRIMINATION

In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of Five Hundred Dollars (\$500.00) per person, per day of discrimination, may he deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material

breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

SECTION X. COMPLIANCE WITH LAW

Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including obtaining any and all permits necessary for the Project. Contractor shall indemnify and save harmless the Commissioners for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with 1C 22-5-1.7 et seq., and has provided an Affidavit of compliance with E-Verify, which is included in Exhibit A.

SECTION XI. INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Commissioners for any purpose. Provided Contractor complies with the reasonable requirements imposed by Monroe County, who is serving as the Construction Manager for the Commissioners, Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

SECTION XI. GENERAL PROVISIONS

- A. Non-collusion. Contractor attests, subject to the penalties for perjury, and as described in the Non-Collusion Affidavit in Exhibit A, that Contractor has not nor has any other member, employee, representative, agent or officer of Contractor, directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that Contractor has not received or paid, any sum of money or other consideration for the execution of this Agreement other than which appears on the face of this Agreement.
- **B.** Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- **C.** Governing Law. This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any disputes or litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- **D.** Records and Work Product. The Contractor and any and all sub-contractors shall maintain all books, documents, correspondence, and records of pertaining to this Agreement and Project and shall make such materials available to Monroe County and the Commissioners upon request. Such records shall be kept for a period of three (3) years from the date of completion of the Project. If Commissioners is subjected to an audit by the State Commissioners of Accounts or otherwise, Contractor agrees to provide information and participate as necessary for Commissioners to successfully comply with audit requirements. All documents and work product generated pursuant to this Agreement shall be considered "work for hire" and owned by the Commissioners.
- E. Authority to Bind. By the signature below, Contractor warrants that he has the necessary authority to enter into this Agreement.
- F. Disputes and Remedies. If any disputes arise between the Commissioners and Contractor, the parties agree to act promptly and in good faith to resolve such disputes. Time is of the essence in the resolution of disputes.

In the event of a dispute, Contractor agrees that it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all-non-disputed work, without delay, any additional costs (including, but not limited to attorneys' fees and expenses) incurred by Commissioners or Monroe County as a result of the failure to proceed shall be borne by Contractor. Any payments that may be delayed or withheld as a result of a dispute shall not be subject to penalty or interest. Permitting Contractor to proceed shall in no way operate as a waiver on the part of the Commissioners of any of its rights herein or provided by law or in equity.

If either Commissioners or Contractor is not satisfied with the progress made toward resolving the dispute, the aggrieved party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties shall have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notice to resolve the dispute. If the dispute is not resolved within ten (10) business days, the dissatisfied party may proceed with any and all remedies available by law or in equity, including termination of this Agreement. Notice of termination shall be given in writing and shall be effective upon thirty (30) business days following said Notice.

G. Notice. Any legal notices, requests, consent, or communications under this Agreement shall be effective only if it is in writing and personally delivered, sent by certified or registered mail with return receipt requested, or sent by a nationally recognized overnight delivery service and addressed as follows:

E & B Paving, LLC	Monroe County Board of Commissioners
c/o Todd Hoops	c/o Monroe Connty Legal Department
2520 W. Industrial Park Drive	100 West Kirkwood Avenue, Room 220
Bloomington, IN 47404	Bloomington, IN 47404

- **H.** Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, eivil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Force Majeure Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Agreement shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement in accordance with paragraph F, above.
- I. Entire Agreement. This Agreement and its Exhibits constitutes the entire Agreement between the parties. No understandings, agreements, representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This

Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed and executed in the same manner as this Agreement.

J. Severability. The invalidity of any section, subsection, clause or provision of this Agreement sball not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

IN WITNESS WHEREOF, Contractor and Commissioners have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Todd Hoops, Area Manager By: (Printoll Name off & B Paving, Judat Hoops, Signature	August 18, 2021
	COUNTY COMMISSIONERS OF COMMISSIONERS _ day of, 2021.
MONROE COUNTY C	OMMISSIONERS OF COMMISSIONERS
"AYES"	"NAYS"
Julie Thomas, President	Julie Thomas, President
Lee Jones, Vice President	Lee Jones, Vice President
Penny Githens	Penny Githens
ATTEST:	

Catherine Smith, Auditor

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2021

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CER1 BELC	CERTIFICATE IS ISSUED AS A FIFICATE DOES NOT AFFIRMA OW. THIS CERTIFICATE OF IN RESENTATIVE OR PRODUCER, A	TIVEL ISUR/	Y O	R NEGATIVELY AMEND E DOES NOT CONSTITU	, EXTE	ND OR ALI	FER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
If SU	RTANT: If the certificate holder BROGATION IS WAIVED, subject	t to t	he te	arms and conditions of t	he poli	cy, certain p	olicies may	NAL INSURED provisio require an endorseme	ns∘orb ⊓t, Ast	e endorsed. tatement on
	ertificate does not confer rights				such en	dorsement(5).			
PRODUCER 1-317-844-7759 AssuredPartners of Indiana, LLC				CONTA NAME: PHONE	CT Sherr , Ext): 317-5	i Abbett 95-7361	FAX (A/C, No			
10401	N. Meridian #300				E-MAIL ADDRE			ssauredpartners.com		
Indian	apolis, IN 46290				INSURER(S) AFFORDING COVERAGE NAIC #					
INSURED					INSURERA: ZURICH AMER INS CO 16535 INSURERB: NATIONAL FIRE 4 MARINE INS CO 20079				20079	
EAB	Paving, LLC (Bloomington)				INSURER C: AMERICAN ZURICH INS CO 40142					
2520 W	. Industrial Park Dr.				INSURE	RD: XL INS	AMER INC	11 / 1 × 1 × 1 × 1 × 1 × 1 × 1 × 1 × 1 ×		24554
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	S TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO	THE INSUR			ICY PERIOD
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								PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 300 \$ 10,	
								PERSONAL & ADV INJURY	1	00,000
	LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
— — I								PRODUCTS - COMP/OP AGG		00,000
A AUT	OTHER: OMOBILE LIABILITY	x	X	BAP297844021		09/01/20	09/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ \$5,0	00,000
х								BODILY INJURY (Per person)	\$	
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X	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,00	1
	DED X RETENTIONS 0	1							\$	
	KERS COMPENSATION EMPLOYERS' LIABILITY Y / N		x	WC297843821		09/01/20	09/01/21	X PER OTH- STATUTE ER		
OFFIC	CERMEMBEREXCLUDEO?	N/A						E.L. EACH ACCIDENT	\$ 1,00	
(Mani If ves	datory in NH)							E.L. DISEASE - EA EMPLOYEE		
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	County Board of Commission • Other Contractually Requi						Primary No			
Contrib	outory Basis For General L	iabil	lity	(Including Ongoing	And C	ompleted C	perations)) Auto Liability; W		
	tion Applies In Favor Of S ation Policies; But Only W									
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CERTIFI	CATE HOLDER			T	CANC	ELLATION				
	County Board of Commission roe County Legal Dept.	ers			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
	t Kirkwood Ave.				AUTHORIZED REPRESENTATIVE					
Room 22 Bloomin	0 gton, IN 47404									
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						© 191	88-2015 ACC	ORD CORPORATION.	All right	s reserved.

The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: E & B Paving, LLC (Bloomington)



IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a lagal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide;

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

- Sec.13. (a) A person is not entitled to notice of:
- (1) cancellation of
- (2) non-renewal of; or
- (3) a material change in;

a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013) Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): March 31, 2021

- 1. Governmental Unit (Owner): The Board of Commissioners of Monroe County Indiana
- 2. County :__Monroe
- 3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

- 4. Telephone Number: 812-334-7940
- 5. Agent of Bidder (if applicable): TODD HOOPS

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete

the public works project of Monroe County Karst Farm Trail from Woodyard Road to SR-46 in Ellettsville

(Governmental Unit) in accordance with plans and specifications prepared by CHA Consulting, Inc

and dated February 24, 2021 for the sum of

Eight Hundred Thirteen Thousand one hundred thirty eight dollars and no cents \$ 813,138,00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums altached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this	day of	 ,, subject to th	ıe
following conditions:		 	
Contracting Authority Members:		 	
		 	_
	PART II		

(For projects of \$150,000 or more -- IC 36-1-12-4)

Governmental Unit: The Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): ___03/31/2021

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
15,880,171.00	Road Reconstruction	2017	R-30362-US41
10,058,291.00	Road Construction	2017	All Points - Plainfield
6,990,602.00	Road Construction	2017	UPS Centennial Expansion
6,492,687.00	Road Reconstruction	2017	INDOT R-30185-SR1

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
143,000,000.00	Road Reconstruction	2020	INDOT I-65 Best Value Seymour
59,237,144.00	Road Reconstruction	2019	INDOT I-69 Section 5
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
10,810,585.00	Road Reconstruction	2018	INDOT RS-33873 -SR 66 & 70

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, IN	
	hich you have performed v

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors (*i.e. persons or firms outside your own firm who have performed part of the work*) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

SEE BID FORM

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes		

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at <u>Bloomington, IN</u>	this31	day of	March	, 2021
By/	Paving, LLC	(Name of Organiza		SEAL
	NOWLEDGEME	ENT	aning) IIIIIIIIIII	······································
STATE OF INDIANA				
COUNTY OF MONROE				
Before me, a Notary Public, personally appeared swore that the statements contained in the forego		·	dd Hoops	and
Subscribed and sworn to before me this31	day.of Mary	March Elezabeth Note	2021	Shere.
My Commission Expires: JANUARY 20, 2022				
County of Residence: Monroe		Alocery Fubl Mon SEAU Mon Mon Mon May Com-	ABETH VAN SKIVER ic. State of Indiant state to only and a non- state of Indiant and a non- nor and a non- nor a normal normalization of the normalization of the normalion of the normalizatio	

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

E & B Paving, LLC

2520 W Industrial Park Drive

(Address)

(Contractor)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

ЧO

The Board of Commissioners of Monroe County Indiana

Filed March 31 2021

Action taken

BID PROPOSAL

To the Board of County Commissioners of Monroe County, of the State of Indiana, hereinafter referred to as the Owner:

MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

Pursuant to the legal notice that sealed bids for the above referenced project would be received by the Board of County Commissioners of Monroe County, Indiana, the undersigned Bidder:

1. Acknowledges receipt of:

.

A. Bidding Documents, Plans, Specifications including the 2018 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Bidder dated <u>2/24/21</u> 2021.

В.	Addenda:	No. 1	_, dated <u>3/23/</u> ;	<u>21_</u> No	, dated
		No.	_, dated	No	, dated
		No	_, dated	No	, dated

- 2. Has examined the site and all Bidding Documents, including the Agreement, Specifications and Plans. Bidder shall be responsible for performing all Work specifically required by all parts of the Bidding Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
- 3. Agrees to:
 - A. Hold this Bid Proposal open for sixty (60) calendar days after bid opening date.
 - B. Furnish a Bid Bond or certified check with this Bid Proposal for an amount specified in the Notice to Bidders and Instructions to Bidders.
 - C. If alternative bids apply, submit a Bid Proposal for each in accordance with the Instruction to Bidders.
 - D. Accept the provisions of the Instructions to Bidders regarding disposition of bid security.
 - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Bid Proposal without negotiation, and in connection therewith to:
 - 1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Bidding Documents.
 - 2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.

.

3. Complete the Work within the specified Contract Time.

- 4. <u>NOTICE OF AWARD:</u> The Bidder agrees to execute the Contract provided by the Owner in the Bidding Documents when the Owner forwards the Notice of Award to the Bidder. Bidder agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
- 5. <u>NOTICE TO PROCEED</u>: The Bidder agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Bidder agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
- 6. <u>CONTRACT TIME:</u> The Bidder shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance within ninety (90) calendar days after the date specified in the Engineer's Notice to Proceed for commencing Work.
- 7. <u>NON-COLLUSION:</u> By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the Bid Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Bid Proposal with any other Bidder or with any competitor.
- 8. <u>ASSIGNMENT OF CONTRACTS:</u> Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
- 9. <u>BASE BID:</u> Bidder agrees to perform all work shown or specified in the Bidding Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
- 10. <u>REPRESENTATIONS AND CERTIFICATIONS:</u> The Bidder by the execution of this Bid Proposal makes the following representations and certifications as a part of his Bid Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
 - A. SURETY. Bidder has notified a surety company that it is submitting a Bid Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Bid Proposal is accepted and the Owner awards the Agreement to Bidder.
 - B. AVAILABILITY. The number or amount of other contracts and awards pending which Bidder is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
 - C. AFFIDAVIT OF NON-COLLUSION. Bidder has properly executed the Affidavit of Non-Collusion as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - D. AFFIDAVIT OF NON-DISCRIMINATION. Bidder has properly executed the Affidavit of Non-Discrimination as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.

- E. CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED. Contractor has properly executed the Contractor's Affidavit of Subcontractor's Employed as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
- F. E-VERIFY AFFIDAVIT. Bidder has properly executed the E-Verify Affidavit as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
- 11. Pursuant to Ind. Code § 22-9-1-10 and 5-16-6, the Bidder and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges or employment or any matter directly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

IN TESTIMONY WHEREOF, the Proposer (Proprietor)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this <u>31</u> day of <u>March</u>, 2021.

	E & B Paving, LLC (Business Name)
	2520 W Industrial Park Drive
	Bloomington IN 47404 Address) By: Juda Hoops (Printed) SEAI
	Area Manager (Title)
STATE OF INDIANA)) SS:	Area Manager (Title) SEAL
COUNTY OF <u>Monroe</u>)	
Before me, the undersigned notary public, on personally appeared <u>Todd Hoops</u> execution of the above Bid Proposal.	this 31 day of <u>March</u> , 2021, and being duly sworn, acknowledged the <u>Mary Cleabeth Van Skure</u> (Noldry Public - Signature)
SEAL C	Mary Elizabeth Van Skiver (Notary Public - Printed)
My Commission Expires: <u>1/20/22</u>	
Residing in <u>Monroe</u> County.	MARY ELIZABETH VAN SKIVER Molery Public, State of Indiana Monroe County Commission # 650384

My Commission Expires

January 20, 2022

SEAL

AND ATTAC

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ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Total]
105	CONSTRUCTION ENGINEERING	1.00	LS			
107	INSPECTION HOLE, 3 FT DEEP OR LESS	1.00	EACH			
110	MOBILIZATION AND DEMOBILIZATION	1.00	LS			
201	CLEARING RIGHT OF WAY	1.00	LS			
202	FENCE, FARM FIELD, REMOVE	7.00	LFT			······································
203	LINEAR GRADING	11,210.00	LFT			
205	PUMP AROUND	1.00	EACH			
205	STORM WATER MANAGEMENT BUDGET	13,880.00	DOL			
205	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	1.00	LS		nn. 19 5	
207	SUBGRADE TREATMENT, TYPE II	143.00	SYS			
211	STRUCTURE BACKFILL, TYPE 2	52.00	CYS			[
211	STRUCTURE BACKFILL, TYPE 5	31.00	CYS			
301	COMPACTED AGGREGATE NO. 8	3,00	CYS			
301	COMPACTED AGGREGATE NO. 53, TRAIL BASE	1,251.00	CYS			A A
303	COMPACTED AGGREGATE NO. 53, SHOULDER STONE	2,098.00	TON	-		
406	ASPHALT FOR TACK COAT	3.00	TON			- J
603	FENCE, CHAIN LINK, 54 IN.	2,359.00	LFT			2
604	HMA FOR SIDEWALK	2,814.00	TON			$\neg $
604	CURB RAMP, CONCRETE	32.00	SYS			$\neg p$
604	DETECTABLE WARNING SURFACES	8.00	SYS			
610	HMA FOR APPROACHES, TYPE B	32.00	TON			
610	PCCP FOR APPROACHES, 9 IN.	23.00	SYS			6.8
616	RIPRAP, CLASS 2	25.00	TON	-		$ \mathcal{H}$
616	GEOTEXTILE FOR RIPRAP TYPE 1B	20.00	SYS	-		V
621	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.00	EACH			
621	EROSION CONTROL BLANKET	488.00	SYS			
621	FERTILIZER	0.50	TON			
621	SEED MIXTURE R	50.00	LBS			
621	MULCHING MATERIAL	0,50	TON			
714	STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 8 FT. X 5 FT.	25.00	LFT		_	<u>۲</u>
720	CASTING, ADJUST TO GRADE	2.00	EACH	**	·]	
801	CONSTRUCTION SIGN, C	3.00	EACH			
801	CONSTRUCTION SIGN, A	10.00	EACH			
801	CONSTRUCTION SIGN, B	11.00	EACH			

ITEMIZED PROPOSAL MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

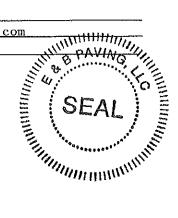
Items Continue to Next Page

08	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	152.00	LFT		,	
808	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	38.00	LFT			
802	SIGN, SHEET, WITH LEGEND, 0.080 IN.	137.00	SFT			
302	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	267.00	LFT			
01	BARRICADE, III-B	132.00	LFT	·		
01	MAINTAINING TRAFFIC	1.00	LS			_

SUBMITTED BY: Е Л.C AUTHORIZED SIGNATURE: ADDRESS: -Indus Park 474 Bloomington ΙŅ

TELEPHONE: -

812-334-7940 Jeff.Ooley@ebpaving.com EMAIL: DATE: · 3/31/2021



Drive

3521123

KARST FARM TRAIL

Garret Gough 03/30/2021 12:31 PM

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	CONSTRUCTION ENGINEERING	1.000	TS	12,200.00	12,200.00
	INSPECTION HOLE, 3FT DEEP OR LESS	1.000	EACH	1,500.00	1,500.00
	MOBILIZATION AND DEMOBILIZATION	1.000	TS	38,000.00	38,000.00
	CLEARING RIGHT OF WAY	1.000	LS	22,000.00	22,000.00
	FENCE, FARM FIELD, REMOVE	7.000	LFT	50-00	350.00
	LINEAR GRADING	11,210.000	LFT	8.50	95,285.00
	PUMP AROUND	1.000	EACH	3,500.00	3,500.00
	STORM WATER MANAGEMENT BUDGET	13,880.000	DOL	1.00	13,880.00
	SWQCP PREP AND IMPLEMENT, LEVEL 1	1.000	LS	6,200.00	6,200.00
	SUBGRADE TREATMENT, TYPE II	143.000	SYS	48.00	6,864.00
	STRUCTURE BACKFILL, TYPE 2	52.000	CYS	46.00	2,392.00
	STRUCTURE BACKFILL, TYPE 5	31.000	CYS	185.00	5,735.00
	COMPACTED AGGREGATE NO. 8	3.000	CYS	105.00	315.00
	COMPACTED AGGREGATE NO. 53, TRAIL BASE	1,251.000	CYS	70.00	87,570.00
	COMPACTED AGGREGATE NO. 53, SHOULDER STONE	2,098.000	TON	42.00	88,116.00
	ASPHALT FOR TACK COAT	3.000	TON	585.00	1,755.00
	FENCE, CHAIN LINK, 54 IN.	2,359.000	LFT	42.50	100,257.50
	HMA FOR SIDE WALK	2,814.000	TON	86.00	242,004.00
	CURB RAMP, CONCRETE	32.000	SYS	225.00	7,200.00
	DETECTABLE WARNING SURFACES	8.000	SYS	375.00	3,000.00
	HMA FOR APPROACHES, TYPE B	32.000	TON	350.00	11,200.00
	PCCP FOR APPROACHES, 9 IN.	23.000	SYS	185.00	4,255.00
	RUPRAP, CLASS 2	25.000	TON	85.00	2,125.00
	GEOTEXTILE FOR RIPRAP, TYPE IB	20.000	SYS	15.94	318.80
	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.000	EACH	750.00	1,500.00
	EROSION CONTROL BLANKET	488.000	SYS	2.00	976.00
	FERTUIZER	0.500	TON	650.00	325.00
	SEED MIXTURE R	50.000	LBS	30.00	1,500.00
	MULCHING MATERIAL	0.500	TON	480,00	240.00
	STR, CTD, RNFRCD CONC BOX SEC, 8FT X 5FT	25.000	LFT	1,150.00	28,750.00
	CASTING, ADJUST TO GRADE	2.000	EACH	1,100.00	2,200.00
	CONSTRUCTION SIGN, C	3.000	EACH	350.00	1,050.00
	CONSTRUCTION SIGN, A	10.000	EACH	210.00	2,100.00
	CONSTRUCTION SIGN, B	11.000	EACH	95.00	1,045.00

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3521123

KARST FARM TRAIL

Garret Gough 03/30/2021 12:31 PM

E&B PAVING BID PROPOSAL

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S813,138.00				
197.60	1.30	LFT	152.000	LINE, THERMO, SOLID, YELLOW, 4 IN.
456.00	12.00	LFT	38.000	TRANS MRKNG, THERMO, CROSSWALK, WHITE, 24 IN.
3,151.00	23.00	SFT	137.000	SIGN, SHEET, WITH LEGEND, 0.080 IN.
5,340.00	20.00	LFT	267.000	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE
1,848.00	14.00	LFT	132.000	BARRICADE, III-B
6,437.10	6,437.10	LS	1.000	MAINTAINING TRAFFIC
Bid Total	Unit Price	Units	Quantity	Biditem Description

SIGNATURE AFFIDAVIT

STATE OF INDIANA

COUNTY OF Monroe

Before me, the undersigned notary public, on this <u>31</u> day of <u>March</u>, 2021,

personally appeared <u>Todd Hoops</u> and being duly sworn, on his oath says that he/she is <u>Area Manager</u> of <u>E & B Paving</u>, <u>LLC</u> on the project, and affirmed that:

- 1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Agreement, 2018 INDOT Standard Specification(s), including the Supplemental Specifications, General and Special Provisions, Plans and Addendums thereto), if the Bid Proposal is accepted;
- 2. The statements contained in the Non-Collusion Affidavit are true;

SS:

- 3. The statements contained in the Non-Discrimination Affidavit are true;
- 4. The statements contained in the Contractor's Affidavit of Subcontractors Employed are true; and
- 5. The statements contained in the E-Verify Affidavit are true; and
- 6. The information contained in the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96, when required, is true, correct, and current.

	E & B Paving, ALC (Business Name) By:
STATE OF INDIANA)) SS:	Area Manager (Tille)
COUNTY OF <u>Monroe</u>)	
Subscribed and sworn to before me, the un March , 2021.	dersigned notary public, on this <u>31</u> day of ary <u>an skuer</u>
SEAL	Mary Efizabeth Van Skiver
My Commission Expires: <u>1/20/22</u> . Residing in <u>Monroe</u> County.	MARY ELIZABETH VAN SKIVER Notary Public, State of Indiana Monroe County Commission # 650384 My Commission Expires Junitary 20, 2022 age 46 of 279

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or become due hereunder may beforfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reverence to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at <u>Bloomington IN</u> this <u>31</u> day of <u>March</u>, 2021.

SEAL E & B Paving, LLC (Name of Organization) Area Manager (Title of Person Signing)

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on Monroe County Bridge 186 in fulfilling the Agreement with the Owner.

Name		<u>Trade</u>	<u>Amount</u>
1.	SEE ATTACHED		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		E & B/Paving, LIC (Butiness Name By:	SEAL
STATE OF INDIANA)) SS:		White a start of the start of t
COUNTY OF Monroe	ý		
Subscribed and sworn to <u>March</u> , 2021.	before me, the und \mathcal{M}	ersigned notary public, on Any Charlette Market Market (Notery Public - Sign	n Shever
SEAL	C	Mary Elizabeth Van (Notary Public - Pri	Skiver
My Commission Expires:	1/20/22		
Residing in <u>Monroe</u>	County.		Y ELIZABETH VAN SKIVER (y Public, State of Indiana Monroe County Commission # 650384 y Commission Expires Jcinticity 20, 2022

25

E-Verify Affidavit

"The CONTRACTOR affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

The CONTRACTOR shall require his/her/its subcontractors, who perform work under this contract, to certify to the CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The OWNER may terminate the Contract for default if the CONTRACTOR fails to cure a breach of this provision no later than thirty (30) days after being notified by the OWNER."

	<< CONTRACTOR >>	
	E & B Paving, LLC (Firm Name)////////////////////////////////////	SEAL
State of Indiana. County of <u>Monroe</u>	, SS:	The second second
Before me, the undersigned Notary Public, pers		
Todd Hoops	, who acknowledged the execution of the abov	e affidavit on this
<u>31</u> day of <u>March</u> , 20_21 My Commission Expires: <u>January 20</u>	2022 Mary Elevabel	p Van Skiver
		ry Signature)
Monroe. (County of Residence)	<u>Mary Elizabeth Van Sk</u> (Print or Type Name)	iver
	internet in the second	ELIZABETH VAN SKIVER Public, State of Indiana Monroe County ministon # 650334 Commission Expires

January 20, 2022

MULANI N

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit documentation as require pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects.* Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If a question is not applicable, answer "NA". If the answer is none, answer "none".

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	Todd Hoops (Name)	_, as <u>Area Manage</u> (Tit	and on behalf le)
(Con Business Organiza	ntractor)		under oath certifies that:
	prietor or Partnership	X <u>X_</u> LLC	utractor (Individual)
	ctor is a corporation, indi	icate the state and th	e date of incorporation:
	siness in the State of Ind		
Federal Employer I	D. #: <u>35–1139301</u>		
Social Sccurity # (if	an individual or sole pro	oprietor):	

The Contractor, or agent, partner, employee or officer of the Contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of state or local government. Yes [] No [Y]

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes V] No []

<u>Subcontractors</u>

Contractor disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A).

Yes [/] No []

Contractor provided this Affidavit of Compliance to all of the above-referenced subcontractors.

No []

Certificate of Insurance

Attached are certificates of insurance showing the following coverage:

General Liability Worker's Compensation Automobile Liability

.

Yes [/] No [] Yes [/] No [] Yes [/] No []

Yes [V

Common Construction Wage Compliance

Contractor has complied with all provisions of the federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years.

Yes [] No []

Contractor has <u>not</u> been found by the Indiana Department of Labor to be in violation of the any Federal, State, or Local laws and regulations twice within a three year period. ("Yes" indicates compliance with the Act): Yes V No f

If the above answer is "No", list the date(s) of the Department's finding of a violation:

Participation is Approved Apprenticeship Program(s)

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organizations.

Describe supporting documentation attached (e.g. Standards of Apprenticeship, Apprenticeship Agreement):

Drug Testing

Contractor has a written plan for employee drug testing;

Yes [No []

OR

.

Contractor has signed a collective bargaining agreement that establishes an employee drug testing program. Yes [] No []

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal Yaws and local ordinances (Form B). Yes [7] No [1]

Worker's Compensation

Contractor's employees who will perform work on the project are:

Covered under a current worker's compensation policy:

Properly classified under such policy:

Describe supporting documentation attached:

Yes [] No []

Yes [/ No []

Fringe Benefits

,

Contractor's employees who will perform work on the project arc covered by a health and welfare plan. Yes [v] No []

Contractor's employees who will perform work on the project are covered by a retirement plan. Yes M No []

List of employees attached (Form B). Yes [/] No []

Describe supporting documentation attached (e.g. plan documents, SPDs or employee statement declining coverage):

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract work. Yes [/] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoke or suspended, state the date and reason for suspension/revocation.

Documentation Attached (Contractor must initial next to each item):

- Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date and time of the contract award.
- **▲**✓ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current worker's compensation policy, properly classified under the worker's compensation policy, and covered by a health and welfare and retirement plan.

[⊥] Certificate of Good Standing

(or other evidence of compliance with laws pre-requisite to doing business in the state)

- [#]↓ <u>Certificate of Insurance</u>

VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such changed by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.

MMMmSignature of Authorized Officer Todd Hoops Name of Authorized Officer (Print or Type)

Area Manager Title

812-334-7940 Telephone Number

State of Indiana County of <u>Monroe</u>

Subscribed and sworn to before me this <u>31</u> day of <u>March</u>, 2021.

otary Public Signature & Seal

		TH VAN SKIVER
MEAL MOINNERS	Andreas and an and an	194 194 198

Form A

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Name	Address	Work to be Performed
Specialties Company	9350 W 30th St Indianapolis IN	Fence, Signage
Earth Images	Floyds Knob IN	filter sock, Mob/demob Seed, Fertilize
Indiana Sign & Barricade	5240 E 25th St Indianapolis IN	Signs/barricades
Cripe, Inc	3939 Priority Way Indianapolis IN	Construction Engineering
······		

Subcontractors who will Perform Work on the Project

Form B

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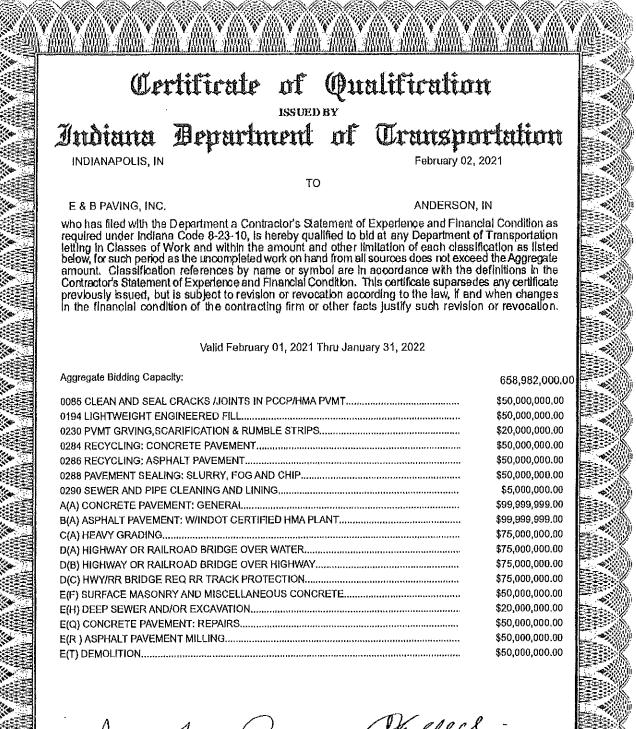
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Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

- 1. Individual is an employee (E) or independent contractor (I);
- 2. Individual's trade classification (indicate apprenticeship status where appropriate);
- 3. Employee (E) is covered under Contractor's current worker's compensation (WC) policy;
- 4. Employee (E) is covered under a health and welfare (H&W) plan and retirement plan provided by the employer(ER) or declined coverage (Declined).

Name	E/I	Trade	WC	H&W	Retirement
			Y/N	ER/Other	ER/Declined
List of er	ployees will	be provided	upon Award.	At this tim	2
no crew is	<u>scheduled</u> f	or this proje	ect. All emp	loyees are	
covered by	<u>various Hea</u>	lth and Welfa	ere plans and	retiremant	
as all emp	loyees are u	nion employed	s.		
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fra M.

PREQUALIFICATION ENGINEER State Form 20508 (R3 / 5-05)

COMMISSIONER



CERTIFICATE OF LIABILITY INSURANCE

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED								
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.								
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11	is certificate does not confer rights t	n the	o cerf	ificate holder in lieu of su	ich endorsementis). }.	ioquire an endoraement. A e	tateman on
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	uredPartners of Indiana, LLC				PHONE (A/C, No. Ext): 317-55		FAX (A/C, No);	
104	01 N. Meridian #300				Appress; sherri	. abbettea	ssuredpartners.com	· · · · · · · · · · · · · · · · · · ·
							NDING COVERAGE	NAIC #
Ind	ianapolis, IN 46290				INSURERA: ZURICH			16535
INSU					INSURER B ; NATION			20079
Bě	B Paving, LLC (Bloomington)				INSURER C : AMERIC	AN ZURICH	INS CO	40142
0 E 0	0 W. Industrial Park Dr.				INSURER D: XL INS	AMER INC		24554
436	The industrial fair pro				INSURER E :			
810	omington, IN 47404				INSURER F :			Turana,
		TIFI	CATE	NUMBER: 60089136			REVISION NUMBER:	
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IN C	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	QUIF	Remei Ain	NT, TERM OR CONDITION	of any contract Ed by the policie	or other i S describei	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
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CERTIFICATE HOLDER CANCELLATION								
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.								
2520 W. Industrial Park Drive AUTH								

) The ACORD name and logo are registered marks of ACORD

UBA

Bloomington, IN 47404

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© 1988-2015 ACORD CORPORATION. All rights reserved.



IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide;

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

- Sec.13. (a) A person is not entitled to notice of:
- (1) cancellation of
- (2) non-renewal of; or
- (3) a material change in;

a policy of property or casuality insurance unless the person has notice rights under the terms of the policy of property or casuality insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 08/28/2020

NAME OF INSURED: K & B Paving, LLC (Bloomington)

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DRUG FREE WORKPLACE AND DRUG TESTING POLICY (Effective 11/01/19)

PURPOSE

The Company recognizes that the use of some drugs is illegal, and that the use of drugs and intoxicants impacts productivity, impairs abilities, increases the likelihood of incidents, and impacts on judgment and reliability. The Company also recognizes an obligation to its employees, customers and the public at large to take reasonable steps to assure safety in the workplace, safety in the services it provides and safety in the distribution of such services. To this end, the Company restfirms its commitment to a Drug Free Workplace, its Drug Testing Policy and the need for education and testing as outlined in this policy. For the purposes of this policy "drug test" includes testing for both prescription and non-prescription drugs as well as alcohol.

STATEMENT OF POLICY

- I. To insure a safe, productive work environment at all Company facilities and to protect all employees and Company property, the use, sale, transfer, or possession of alcohol, drugs, or controlled substances while on the job shall immediately subject the employee to the Company's drug and alcohol testing procedure. "Under the influence" is defined as being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well being of the affected employee, other employees, the public or Company property, and/or having detectable levels, in excess of the universally accepted cut-off levels for both the initial and confirmatory tests of alcohol, drugs, or controlled substances in the body. A positive test result will result in the employee's immediate termination, Refusal of any test is deemed a positive under this Policy.
- The use of illegal drugs is inconsistent with law-abiding behavior expected of all citizens. Employees who use illegal drugs tend to be less productive, less reliable, and are prone to greater absenteeism, resulting in the potential of increased cost and delay.
- 111. The use of illegal drugs or alcohol by employees can impair the ability of those employees to perform tasks that are critical to proper performance and can also result in the potential for accidents on duty.
- IV. The use of illegal drugs and/or alcohol by employees can result in less than their complete reliability, stability, and good judgment and may lead to incidents in the workplace.

APPLICABILITY

1. All employees of E & B Paving, Inc. are subject to this Policy and to testing.

II. While CDL drivers are subject to this policy for non-federally regulated testing, they are also subject to the "Drug and Alcohol Policy for Drivers" which mandates federally regulated testing of CDL drivers under the FMCSA federal standards.

<u>RULES</u>

The following actions are strictly prohibited:

- 1. reporting for work under the influence of intoxicants, illegal drugs or prohibited substances:
- 11. operating Company equipment or vehicle under the influence of intoxicants, illegal drugs or prohibited substances;
- 111. the use, manufacture, possession, transfer or trafficking of such intoxicants, illegal drugs or prohibited substances in any manner during work hours or while on the job, on Company property, or in Company vehicles;
- in any way using Company property or an employee's position within the Company to make or traffic intoxicants or illegal drugs;
- V. any other use, possession or trafficking of intoxicants, illegal drugs or controlled substances in a manner which is detrimental to the interest of the Company;

TYPES OF TESTING

- 1. Under this policy, employees may be subject to six types of testing as outlined below:
 - ø pre-employment testing;
 - probable cause / reasonable suspicion testing;
 - random testing;
 - post-incident testing;
 - e ennual testing;
 - return-to-duty testing; and
 - follow-up testing
- 1. Definition of types of testing:
 - A. <u>Pre-Employment</u>: All new hires are subject to pre-employment drug testing that shall be conducted on or before their first day of employment.
 - B. <u>Probable Cause / Reasonable Suspicion</u>: Probable cause / reasonable suspicion testing will be conducted if the Company or any of its management personnel have cause or reason to believe an employee may be under the influence of drugs or sloohol.

- C. <u>Random</u>: All employees are subject to random testing. Random testing at project sites will be conducted in accordance with our collective bargaining agreements with the various unions and will be administered by Midwest Toxicology Services in conjunction with Indiana Constructors, Inc. "ICI." Random testing for non-union employees as well as employees working on projects outside of the ICI testing area will be conducted on a quarterly basis and will be administered by Midwest Toxicology Services.
- D. <u>Annual</u>: All employees must be tested at least annually. Tracking of annual testing for Indiana union members will be done in the ICI database by Midwest Toxicology Services. When needed, those employees will be notified by ICI that they are due for an annual test and they will have 3 days to report for the test in order to keep their ICI card status "valid."

Tracking of annual test requirements for employees who are members of unions outside of indians and all non-union employees will be done by the Company. When needed, those employees will be notified by the Company. that they are due for an annual test and they will have 3 days to report for the test.

All union employees called back to work for the Company from a layoff must have a valid ICI card status or they will be required to complete a pre-employment test.

- E. <u>Post-Incident</u>: Any employee involved in an incident that causes damage to company or public property or treatment above first-aid on the job for an injury will be subject to post-incident testing. This includes motor vehicle accidents. Deer strikes are excluded from this testing requirement. At management's discretion, a post-incident instant saliva test may be performed on-site by a member of management. If the results of the instant saliva test are positive, the employee will immediately be taken to a collection site for a urine test and placed on suspension until the results of the urine test are received by the Company. If the urine test comes back positive, the employee is officially terminated and subject to the return to duty testing protocol as outlined in this Policy. If the urine test comes back negative, the employee will be reinstated and paid 8 hours per day for any work day that was missed due to the suspension.
- F. <u>Return to Duty</u>: At management's discretion, an employee who has a positive test may be eligible for reinstatement. However, in order to be considered, the employee must complete the return to duty steps as outlined below:

<u>1[±] Offense</u> – Employee must contact Midwest Toxicology Services for referral to a Substance Abuse Professional "SAP." The employee must meet with the SAP for an initial evaluation, complete any program that the SAP deems necessary, meet with the SAP upon completion of the required program for a follow-up evaluation. Written documentation from the SAP must be provided to the Safety Department who will then have the employee contact Midwest Toxicology Services to make arrangements for a return to duty test (this test may be observed).

<u> $2^{\underline{\mu}}$ Offense</u> – Employee will have a mandatory suspension of 6 months. After the 6 month suspension period, the employee must contact Midwest Toxicology Services for referral to a

Substance Abuse Professional "SAP." The employee must meet with the SAP for an initial evaluation, complete any program that the SAP deems necessary, meet with the SAP upon completion of the required program for a follow-up evaluation. Written documentation from the SAP must be provided to the Safety Department who will then have the employee contact Midwest Toxicology Services to make arrangements for a return to duty test (this test may be observed).

All costs associated with return to duty testing and SAP evaluations / treatment are the responsibility of the amployee.

G. <u>Follow-Up Testing</u>: If reinstated at management's discretion, the employee is subject to follow-up testing as deemed necessary by the Company or as recommended by a SAP. This testing will happen over a period of the first twelve (12) months of returning to work.

H. Technical Requirements of the Testing Procedures:

All testing will be conducted as a ten (10) panel drug test and will include testing for the following drugs:

- Manjuana (THC)
- Cocsine metabolile (Benzoylegonine)
- Amphetamines
 - Amphetamine
 - o Methamphetamine
 - MDMA (Ecstasy)
- Opioids
 - Codeine
 - Morphine
 - 6-Acetymorphine (heroin)
 - Hydrocodone
 - Hydromorphone
 - Oxycodone
 - Oxymorphone
 - Methadone
 - Propoxyphene
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Ethanol (Alcohol)

Alcohol tests may also be administered via breath alcohol testing protocol.

In certain situations, employees may be subjected to testing for various other substances.

DISCIPLINE

- 1. A positive test result on a <u>pre-employment</u> test will result in the immediate termination of the employee. At management's discretion an applicant may reapply.
- 11. A positive test result on tests other than pre-employment will result in immediate termination. At management's discretion, employee may be reinstated after the return to duty steps previously outlined in this Policy have been satisfactorily completed.
- III. Any employee having a positive test will be banned from driving any company vehicle for a minimum of twelve (12) months.

Que,

Chuck Siegel Corporate Human Resources Director / EEO Officer

Date: 10/14/2019



Bid Bond

CONTRACTOR:

(Name, legal status and address)

E & B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404

OWNER: (Name, legal status and address)

Monroe County Board of Commissioners Monroe County Courthouse, 100 W Kirkwood Avenue, Room 220 Bloomington, IN 47404

BOND AMOUNT: 5%

Five Percent of the Amount of the Bid

PROJECT:

(Name, location or address, and Project number, if any)

Karst Farm Trail, Monroe County, Indiana

Bond No. Bid Bond

SURETY: Continental Casualty Company (Name, legal status and principal place of business)

> 151 N. Franklin Street 17th Floor Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extond the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so B PAVIN furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond 94 March

Signed and s	ealed this _	31st	day of _
Λ	\cap	,	·
BALA	Yon a	Kuż	,
A ULAND	1012	1200	.

(Witness) Beth Van Skiver

(Wilness) Kathyn R. Postma

ų, 2021 E & B Paving/LLC (Principal) By: (Title) Todd Hoops, Area Manager *ርሳ*ም/ብዛለ₩ Continental Casualty Company ¶Seal (Surety) SEA Βv (Title) Angela MARiley, Attorney-in-Fac 1897

Printed In cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Mon By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Angela M. Riley , Individually

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on of Indianapolis, IN their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Bid Bond Surety Bond No.: Principal: E & B Paving, LLC Obligee: Monroe County Board of Commissioners

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

ce President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois Insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



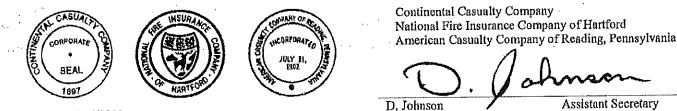
My Commission Expires June 23, 2021

Notary Public

J. Mohr

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 31st day of March, 2021.

CERTIFICATE



Form F6853-4/2012

Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity. Page 69 of 279

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimilo or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD;

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hattford.

This Power of Attorney is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995;

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attomey is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attomeys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimilo or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

General Form No. 96-a. Prescribed by the State Board of Accounts of Indiana, Revised 1949.

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Standard Questionnaires and Financial Statement for Bidders

Prescribed by THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in Investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to The Board of Commissioners of Monroe County

 By
 E & B Paving, LLC
 X
 A Corporation

 Address:
 286 W, 300 N.
 A Co-partnership

 Anderson, IN 46012
 An Individual

Date Submitted; March 31, 2021

Filed

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Submitted by	E & B Paving, LLC	{X	A Corporation
Principal Office at	286 W, 300 N., Anderson, IN 46012	{	A Co-partnerstap
То		ì	An Individual

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire quarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- 1 How many years has your organization been in business as a general contractor under your present business name? 53 years
- How many years experience in <u>Asphalt Resurfacing</u> construction work has your organization had:
 (a) As a general contractor <u>53 years</u>
 (b) As a sub-contractor <u>53 years</u>
- 3 What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$109,144,840.00	Road Asconstruction	2018	I-69 Sec 5
\$70,526,700.00	Road Reconstruction	2020	INDOT R-37383 I-65 Design/Build
\$27,252,528.00	Road Reconstruction	2020	INDOT B-33539 - US 41
\$12,577,000.00	Road Reconstruction	2020	KYTC 18-1020 Bluegrass Parkway

3-A What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
\$154,529,000.00	Road Reconstruction	2021	INDOT I-65 Best Value-Seymour
\$83,773,000.00	Road Reconstruction	2023	INDOT I-65 Boone County
\$19,144,000.00	Road Reconstruction	2023	KYTC Bullitt-Hardin County
\$31,591,105.00	Road Reconstruction	2023	INDOT North-Spill 1-70 & 1-65

4 Have you ever failed to complete any work awarded to you? _____ No_____ If so, where and why?

5 Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? <u>No</u>, if so, state name of individual, other oganization and readon therefor:

6 Has any officer or partnet of your organization ever failed to complete a construction contract handles in his own name? <u>No.</u>, if so, state name of individual, name of owner and reason therefor;

7 In what other lines of business are you financially interested? <u>None</u>

4

8 For what corporations or individuals have you performed work, and to whom do you refer?

Force Construction	Wilhelm Construction
Beazer Communities	LGC Corporation
United Parcel Service	Indiana University
Pulte Homes	Gradex, Inc.
Rieth Riley	Lennar

9 For what cilles have you performed work and to whom do you refer?

Anderson	Muncie	Huntington	Carmel	Pendleton
Fishers	Noblesville	Ft. Wayne	Washington	Clarksville
Yorktown	Kokomo	Rochester	Greenfield	Culver
Freemont	Vincennes	Plainfield	Jeffersonville	Indianapolis
Bloomington	Evansville	Loogootee	Bluffton	Angola

10 For what counties have you performed work and to whom do you refer?

Madison Co.	Delaware Co.	Clark Co,	
LaGrange Co.	Martin Co.	Monroe Co.	
Howard Co,	Gibson Co.	Noble Co.	
Allen Co.	Warrick Co.	Steuben Co.	
Huntington Co.	Henry Co.	Owen Co.	
Hamilton Co.	Harrison Co.	Knox Co.	

11 For what State Bureaus or Departments have you performed work and to whom do you refer?

INDOT Greenfield District	
INDOT Seymour District	INDOT Crawfordsville District
INDOT Ft. Wayne District	INDOT LaPorte District
INDOT Vincennes District	
<u>}</u>	

2 Have you ever preformed any work for the U.S. Government?		Yes		
If so, when and to whom do you refer?				
IN Dept of Transportation	Hamilton County	Indianapolis International Airport		
Kenlucky Transportation Cabinet	Allen County	Grissom Air Reserve Base		
Ohio Dept of Transportation	Noble County	Howard County		
Vanderburgh County	Huntington County	Gibson County		
Delaware County Airport	Madison County	Greene County		

13 What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of construction experience	Magnitude and Type of Work	In what capacity
Larry Canterbury	President	23	Admin & Mgmt	
Rod Middaugh	Gen, Super.	36	Constr. & Superv.	
John Eller	Vice Pres.	48	Admin & Mgmt	
Tony Evans	Vice Pres.	32	Admin & Mgmt	
Greg Bridges	Safety	15	Safety Mgmt	

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guaranteas the truth and accuracy of all statements and of all answers to interrogatories herein made

1 In what manner have you inspected this proposed work? Explain in detail, -----_____ 2 Explain your plan or layout for performing the proposed work. -----_____ 3 The work, if awarded to you, will have the personal supervision of whom? _____ *4 Do you intend to do the hauling on the proposed work with your own forces? If so, give amount and type of equipment to be used *5 If you intend to sublet the hauling or perform it through an agent, state amount od sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. ------

* Items 4, 5, 6 and 7 may not be applicable in all building contracts, if not, omit.

'6	Do you intend to do the grading on the proposed work with your own forces?
•7	If you inlend to sublet the grading or perform it through an agent, state amount of sub-contract or agents's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility
6	Do you intend to sublet any other portions of the work? If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility
9	From which sub-contractors or agents do you expect to require a bond?

10 What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
					······································
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11 What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? DESCRIPTION, SIZE, CAPACITY, ETC. APPROXIMATE COST QUANTITY ITEM 12 How and when will you pay for the equipment to be purchased? 13 Do you propose to rent any equipment for this work? If so, state type, quantity and reasons for renting 14 Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? If not give names of dealers or manufacturers Dated at Anderson, IN this 9th day of March, 2021 E & B Paving, LLC Sarah M. Shuter, Secretary (Title of Person Signity) State of Indiana SS: Madison County of being duly sworn, deposes and says that he is Secretary Sarah M. Shuter of the above <u>E & B Paving, LLC</u> and that the answers to the questions in the loregoing questionnaires and all statements therein contained are true and correct. Subscribed and sworn before me this 9th day of March, 2021 ۱۵۱ OFFICIAL SEAL ANNE DELLINGER ANNE DELLINGER COMMISSION NUMBER NP0708841 NOTARY PUBLIC-STATE OF INDIANA MADISON COUNTY MY COMM EXPIRES FEB 23, 2026 My Commission expires 8

WRITTEN CONSENT TO RESOLUTION OF THE SOLE SHAREHOLDER AND DIRECTORS OF E & B PAVING, LLC

The undersigned, being the sole shareholder and the director of E & B Paving, LLC., an Indiana Corporation ("Corporation"), hereby consent to the following action to he taken by the Corporation in lieu of the annual meeting of the Shareholder and Directors of the Corporation;

RESOLVED, that the following persons are nominated and elected to serve as directors of the Corporation until their successors are duly elected and qualify;

John Tiberi and Larry Canterbury;

RESOLVED, that the following persons are nominated and elected to serve in the following capacities until their successors are duly elected and qualify;

RESOLVED, in order to promptly and efficiently conduct the business of the Corporation, it is necessary to enter into certain contracts to provide paving products including, but not limited to, aggregate and asphalt and such other surface and paving products and related services;

RESOLVED, it is necessary that certain officers and employees of the Corporation be empowered to execute such agreements on behalf of the Corporation, including contracts, performance, payment and maintenance bonds, bids and related documents;

RESOLVED, the following named officers and/or employees of the Corporation are hereby authorized and directed individually and without any other officer attesting thereto to execute, acknowledge and deliver bids, contracts and bonds for and on behalf of the Corporation and to take such related action not inconsistent with resolution, and not substantially adverse to the Corporation, and their signature shall be conclusively evidenced by the execution of such contract documents and bonds; provided however, that such authority of such officers and/or employees on behalf of the Corporation shall be limited to the extent set forth below as follows:

NAME EXTENT OF LIMITATION

Larry Canterbury	without limitation
T. Shawn Burgess	without limitation
Sarah M, Shuter	without limitation
John Eller	\$10,000,000
Tony Evans	\$10,000,000
Nick Chapman	\$10,000,000
Steve Varner	\$ 5,000,000
Chad Hartwick	\$ 5,000,000

Spencer B. Coe	\$3,000,000
Kenneth W. Spellman	\$3,000,000
Keyin Kruckeberg	\$3,000,000
Todd Hoops	\$3,000,000
David Heyde	\$3,000,000
Douglas Jump	\$3,000,000
Gregg Koppelmann	\$3,000,000
Kip Chandler	\$3,000,000
Cam Paddock	\$3,000,000
Thane Knox	\$3,000,000
Steven Broermann	\$3,000,000
Brian Schaeffer	\$3,000,000
Jason Gasaway	\$2,000,000

RESOLVED, that any and all acts and proceedings of the Directors and Officers of the Corporation occurring since the last meeting of the Shareholders and Directors be and they hereby are ratified, confirmed and approved.

RESOLVED, that this written consent be executed in multiple counterparts;

RESOLVED, that this written consent be in lieu of any annual meeting of the Shareholder and Directors of the Corporation and shall be filed in the minute book of the Corporation in place of any minutes of any such annual meetings.

Dated this 8th day of March, 2021.

SOLE SHAREHOLDER IRVING MATERIALS, INC.

DIRECTORS. Larry Canterbury, Director

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Description

as shimme 9 Eastamani	
<u>Mechinery & Equipment</u> 000476	Trench Roller
000479	1978 Dynaweld 41 Trailer
000673	1978 Trailer Rogers 15 Ton
	1979 Blaw Knox Road Widaner RW 195H
000682	Gellon Tranch Roller
000695	1866 Blow Knox Wklener
000169	1979 Dyneweld Trailer 9-Ton
000505	1980 Chop Spreader Etnyre Chipper
000707	1950 Chop Spreader Entyre Chipper 1970 Arrow Hammer Model HJ250R
000729	1988 Blaw Knox Road Widener RW 100
000743	1989 188ST Interstate Traffer 9 Ton
000744	1966 18857 Interstate Traffer 8 Ton
000745	
000746	1986 16BST Interstate Trailer 9 Ton 1986 Job Site Trailer 6X2411
000747	
000197	1987 Intensible 9T Drop
000199	1987 Gallon 5-8T Tandam Rollar
000215	Arrow Boards, Bernis Tir.
000216	AF850T Test Press
000229	1988 Interstate 9-T Drop Axte
000230	1986 Interstate 0-T Drop Ade
000240	Gallon Trench Roller
000942	1988 Aladin Steem Cleaner
000250	1989 Interstate Trailer
000251	1988 Interstate Trailer 9T
001014	Gallon TR Bern Roller
001026	1989 Ingram Roller 9-2800PB
001016	B-K Trench Roller
001019	Gallon TR 39238 Roller
00,1020	1989 Cal 120G Grader 1989 Miller Welder AEAD200LE
001028	HDR-4 Hydric. Gang Drill
001040	1988 Case Loader/Backhoe 680K
001041	2 Troder 3241-C
001056	1970 Rex Double Drum Rotter Rmbi Strip
001061	John Deere Forkifi 380D
001063	1990 Lincoln Welder SA200F-163
001085	Water Bath
001 0 99 001102	1990 Interstate Tralier 6 Ton
001102	1991 Bernis Arrow Board
001116	1991 Profilograph Ames
001136	1991 Sign 1800 ENG4002170LT1 Bemis
001124	1992 Trailer Balshe Model GT2 4T
001123	1991 Case Uniloader Model 1845C
001207	1984 Case 580E Backhoe-A
001225	1959 Blaw Knox Trench Roller-C
001238	1986 Arrow HJ 1250-R Breaker
001240	John Deere 482C Forkilti
001243	1979 Case 580C Backhoe-A
001250	1979 Cat 12G Grader-C
001259	1987 I-R P-185-W.ID Air Compressor

.

System #	Description
001260	1985 I-R P-185-WJD Alr Compressor
001269	19B8 Lincoln SAE400 Welder
001279	1986 Case 580E Backhoe-A
001280	1986 Case 580SE Backhoe-A
001200	Cel V409 Fonklift
001306	1981 Target 6505 Concrete Saw
001311	Target 6505QM Concrete Saw
001329	1987 Coleman MH4000RDXH Portable Lights
001330	1987 Coleman MH4000RDKH Portable Lights
001349	Minnich Air Gang A4690 Drill
001418	Ames Profilograph
001419	Ames Profilograph
001428	1985 Alled Model 77 HY.RAM
001430	Mobile Testing Lob, Model 6361CU
001641	Jobshe Treller Model 1050JMO-CU
001647	1991 Miller Bobcet 225G Weider
001610	Jobstle Trailer 1040JCU Custom Unit
001650	1982 Changable Message Skin
001620	Jobsite Trailer 1050JCU Custom Unit
001643	1992 Changable Message Sign
001653	1992 I-R Air Compressor P185CWJD
001654	1992 HR Compressor P185CWJD
001655	1992 I-R Alr Compressor P185CWJD
001658	1992 Miller Bobcet 225G Welder
001659	Gomaco Sidemount Model GTCP-6854
001713	1993 Miller Bobcal 225G Welder
001714	1993 Miller Bobcel 225G Welder
001739	1960 Gomaco T/C 609 Crawler Track Texturing/Curing
001764	200 10' Metaform Heavy-Duly Paving Forms
001847	Blaw Knox Trench Roller Double Drum
001840	Dual Grade Laser LZ 1145
001843	Sokkia Sei 4Bil w/ Tripod & Prism
001641	1994 Target Saw C50014 PRO85!!
001842	1994 Targel Saw C50014 PRO65II
001851	1993 I-R SD 100D Vibratory Roller
001859	1994 I-R SD 100D Vibratory Roller
001878	1987 John Deere Tractor Loader 210C
001883	1987 Dresser Loader #530
001897	1994 Broce Broom RJ300
001907	Gallon Single Drum Trench Roller
001955	1092 Case 580SK Backhoe
001956	1993 I-R Roller SD100D
001943	1994 GTS-303dpg Total Station
001967	1994 Cai D6H Dozer
001868	1994 Cel 120G Grader
0011969	1994 Cet 426B Beckhoe
001970	1994 Barber Green 730 Road Widener
001979	1995 Slope Sensor on 1994 Cal 12G
001980	1895 Slope Sensor on 1994 Cal 12G
001981	Major Repairs on 1979 Cal 12G
001983	1994 Cal 12G Grader

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Description

the second s	
0D1984	1994 Cal 12G Grader
001997	1995 Broce Broom
002008	Troxier Gyralory 4140
002010	1995 CMI 21 Pin Puller
002024	1995 28/1 Concrete Screed M #6001
002026	1995 Blaw Knox RW109A Widener
002092	1988 Cal 436 Backhoe
002051	1993 Broce Broom RJ3000
	1995 Case 1845C Uniloader
002047	1985 Case 1645C Unitoader
002048	1995
002043	
002124	1998 Target Pro 65 Saw 1996 Blaw Knew RE 171 David
002103	1996 Blaw Knox PF171 Paver
002106	1998 Bornag BW120AD Roller
002113	1996 Paving Forms 12in x 12in
002114	1996 Solar AB-1516 Arrowboard
002148	1994 Cal 140G Grader
002144	1996 A-45C Dowal Pin Driller Minnich
002147	1999 HR P600WCU Air Compresson
002149	1884 Cal 140G Grader
002158	1998 Sokkia Sel 3Bil - Transli & Tripod
002168	1997 Holey Pressure Wesher
002169	1997 Hotey Pressure Wesher
002174	1995 Case 580L Backhoe
002175	1995 Case 580). Backhoe
002191	1997 I-R ed70D Roller
002192	1997 I-R SD100D Roller
002103	1997 I-R SD100D Roller
002208	1977 Speed Screed 41in
002209	1997 Cummins 450 Generator
002216	1997 Roadlec RP180-8 Paver
002217	1997 Roadlec SP100 Paver
002219	1997 Broce RC300 Broom
002220	1997 Broce RC300 Broom
002221	1997 Broce RC300 Broom
002222	1997 Broce RC300 Broom
002288	1997 Laser Control
002289	1997 Laser Control
002231	1997 Bobcal 663 Skid Steer
002232	1997 Altech CP24TD Planer
002242	1997 Blay Know RW100 Widener
002243	1997 Gyratory 4140
002244	1997 Gyratory 4140
002261	1997 Target Pro65 Saw
002263	1997 Soff Cul GX3000 Saw
002271	1997 I-R SD100D Roller
002272	1997 I-R P185WJD Air Compressor
002273	
*	1997 I-R P185WJD Air Compressor
002276	1997 I-R P185WJD Air Compresent

System	弊
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002300	1997 4140 Gyratory
002301	1980 Cel 130G Grader
002312	1983 Case 1845C Skid Stear
002360	1997 Power Screen
002362	1997 Troxler 4140 Gyratory
002382	1997 Arrow Breaker 1350
002 38 3	1997 Arrow Breaker 1350
602392	1997 (-R DD110 Roller
002394 002394	1997 HR SD100D Roller
002352	1998 Amas Profilograph AP4000
	Computerize Profilograph Retrofil
002353	1996 Broce Broom RJ300
002358	1996 Broce Broom RJ300
002357	1998 Roadlec RP185-8 Track Paver
002408	1998 Roatleo RP-180-10 Paver
002409	1996 Kualiau Kr~ 160-16 Favar 1998 HR DD22 Rollar
002413	
002420	1998 Gyralory Compactor
002430	1998 Gyrelory Compactor
002431	1998 Gyralory Compactor
002411	1998 I-R P185WJP Air Compressor
002428	1997 Speed Scread 1998 Gomaco GT3600 Paver
002432	
002440	1998 BG730 Widener
002451	1998 Gyneloty Compactor
00245B	1999 Terget Pro65 Saw 1997 Blaw Knox RW100A Widener
002453	1998 Gomaco TC600 Texturizer
002456	1995 Case 1845C Skid Steer
002463	1995 CREE 1045C SND Steel
002464	1993 Case 1845C Skid Steer
002465	1998 BG730 Widener
002467	1998 CAT 980G Loader
002796	1998 BG 730 Widener
002481	1998 Case 580SL Backhos
002495	1998 Case SB0SL Backhoe
002495	1998 Broce RC350 Broom
002500	1998 Broce RC350 Broom
002501 002502	1998 Cat D7R Dozer
002504	1999 Cel D4C Dozer
002505	1998 IR DD90 Vib Roller
002530	1999 Roadiec SP1008 Pever
002524	1999 IR P185WJD Air Compressor
002525	1999 IR P185WJD Air Compressor
002526	1999 IR P185WJD Air Compressor
002531	1999 32FI Speed Screed
002521	1999 (R SD100D Roller
002021	1999 (R DD110 Vib Roller
002523	1999 IR SD70D Roller
003076	Cat 980G Wheel Loader
	1999 Champion C80A Grader
002536	1999 Gomeco GP2600 Paver
002537	Tens Addination of Food (614)

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002538	1999 Roadlec SB2500 Shuttle Buggy
002558	1999 Target PRO65 Sew
002540	1999 Case 1845 Skid Steer w/ Planer
002542	1999 Gyratory Compactor
002543	1999 Gynatory Compactor
002541	1999 (5) Asphall Fumaces
002550	1999 Hypec C340C Roller
002561	1999 Borney BW9AS Roller
002562	1989 Bomeo BW9AS Roller
002560	1999 Cal 600KW Generator
002559	1993 Case 1845C Skid Steet
0025555 002565	1999 SB2500 Shuttle Buggy
002571	1999 Terramite Roller Screed
002573	1992 Case 1845C Uniloader
003161	1999 CAT 980G LOADER
	1999 Cal 3304 Generalor
002579 002787	1999 CAT 980G Loader
	1999 Broce BC350 Broom
002602	1999 Broce RC350 Broom
002603 002604	1999 Broce RC350 Broom
	1999 Broce RC350 Broom
002605	2000 IR P130 Air Compressor
002621	2000 IR P13D Alt Compressor
0 02622 00 2624	1999 IR DD90 Roller
	1999 IR DD24 Roller
002,625 002,642	2000 Cal 325BL Excavator
002633	2000 Roadlec SB2500 Shuttle Buggy
002634	2000 Roadlec SB2500 Shuttle Buggy
002641	2000 Cet 972G Loader
002637	2000 Roadlec RP185-10
002639	2000 Target PRO65III Sew
002645	2000 JD 250 Skid Steer
002646	2000 CP24 Cold Planet w/ 561393
002647	2000 CP24 Cold Planer w/ 561395
00264B	2000 JD 250 Skid Sleer
002650	2000 Gomeco GT63D0 4 Track Paver
002651	2000 Terramite Roller Screed
002658	Blew Knox 552 Trench Roller
002670	2000 Case 1845C Skid Steer
002672	2000 Cimline 225DH Creck Seeler
002677	1999 Cet 312BL Excavator
002679	2000 Cat D5C Dozer
002680	2000 Bomag BW9AS Roller
002682	2000 Broce RJ350 Broom
002707	2001 CAT 3412 Generator
002718	2001 Gyratory Compactor
002713	1996 Case 1645C Unilonder
002715	2001 JD Skidsteer 250
002716	2001 JD Cold Planer CP24
002717	2001 JD Cold Planer CP24
002712	2001 Roadtec RP180-10 Paver

	System #	Description
002728	200	I СМІ МТР4004
002729	2001	Gomaco Comander III 4 Treck
002757		CAT D5C Doper
002756	2001	Roadtec SB2500 Shuttle Buggy
002761		RJ350 Broce Broom
002762	2001	RJ350 Broce Broom
002763	2001	C776B Hypac Roller
002768	2002	John Deare CP24 Cold Planer
002769	2002	John Deere 250 Skid Steer
002770	2002	Gynatory Compactor
002771		Gyratory Compactor
002772		F65930 Fumace
002773	2002	F85930 Fumace
002774	2002	F85930 Fumace
00278D	1995	Case 1845C Skid Steer
002778	2002	Roadlec SB2500C Shuttle Buggy
002785		Roadiec RP150-8 Pever
002787	2000	Cat 436C Backhoe
002790	2002	Cet 12H Greder
002701	2002	Cat 140H Grader
002703	2002	Bomag BW100AD Roller
002802	2003	(8)Corelok's w/ Assessories
002811		Gomaco GT6300 Com III
002812	2003	Roadtec RP180-10 Paver
002813	2003	Roadtec RP180-10 Paver
002815	2003	Roadieo RP180-10 Paver
002816	2003	Roadtec RP180-10 Paver
002817	1999	CAT 14DH Grader
002825		Core Cut 6500 Saw
002826		Core Cut 6500 Saw
002827		Core Cui 6500 Saw
002832		Roadlec SB2500 Shuttle Buggy Re-built
002956		IR DD130 Roller
002058		Bomag BW120AD Roller
002960		Bomag BW120AD
002061		Bomag BW120AD
002062		IR DD130 Roller
002063		IR DD32 Roller
002965		Gallon Roller Blaw Knox Roller
002967		
002874 002877		Barber Green BG730 Widener
		Etnyre Chipper
002979 002980		Crafco E-Z Pour Wikel Seal Machine
002080		Alled Hammer
002985		Cat D6MXL Dozer
002991		Cet 4268 Backhoe
002992		Cel 416C Backhoe
002004		Cet 12H Grader
002997		Cat 980G Logder
003002		Cel 972G Loader
	2001	UP VIEW LUQUEI

Description

1995 IR SD100 Roller
1973 Ditch Witch V30 Trencher
2000 Ambassadot Screen
1990 Broce RJ300 Broom
2001 Broce RC350 Broom
1967 Hobart 300A Welder
1990 Landa Hot Water Washer
1890 Landa Oll Water Seperator
1985 Clark C500 Fork#1
1980 Case 588C Forklift
1096 Sokkie Sei
1999 Nuclear Density Meter
2001 Agtak
2001 Lase:
Garage Equipment
2004 Cal 680G Loader
2003 Cal CB534 V/b Rotler
1997 JD 250 Skid Steer
2004 Roadlec RP150 Paver
2003 Cet CB534 Vib Rotter
2004 Cel CB 224D Roller
2004 Cat CB 224D Roller
2004 Cel CB 224D Roller
2004 Cel 312CL Excevator
2004 Roadlec RP190 Paver
2004 Roadiec RP190 Paver
2004 Cat CB534 Vib Roller
2004 Cat 325L Excavator
2000 Roadiec 2500B Shuttle Buggy
Used JD CP24 Cold Planer
2004 Cet CB-634D Roller
2004 Cat CB-534D Roller
2004 Hamm HD90 Roller
2004 Hamm HD9D Roller
2003 Case 60XT Skid Steer
2004 Cal 312CL Excavator
2004 CAT D4GXL Dozer
2004 CAT 140H Grader
2005 Roadiec SB2500 Shutile Buggy
2005 Roadlec SB2500 Shuttle Buggy
2005 Roadtéc RP-190 Paver
2005 Roadlec RP-190 Paver
2005 Cet 980G Loader
2005 Cel 980G Loader
2005 Roadlac RP-190 Paver
2002 Roadiec SB2500 Shuttle Buggy Rebuilt
2005 Dynapsc CC232HF Roller
2005 Dynaper CC232HF Roller
2005 Dynapsic CA362D Roller 2005 Dynapsic CA362D Roller

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003131	2005 Dynapac CC522HF Roller
003132	2005 Dynapac CC522HF Roller
003143	2005 Gomaco PS-2000 Placer
003144	2005 Gomaco GHP-2800 Paver
003142	2005 Gomaco RTP 500
003138	2005 Cat CB534D Roller
003139	2005 Cet CB534D Roller
003140	2005 Cet CB534D Roller
003141	2005 Cat CB534D Roller
003136	2005 Target Pro66 Saw
00315D	Used JD 250 Skid Steer
003149	1995 New Holland Skid Steer LX565
003153	2005 Gomaco GT6300 Curb Machine
_	20005 Cel D6R XL Dozer
003156	
003159	2005 Cel 980H Loader
003160	2095 Cat 980H Loader
003162	2005 Gomaco Variable Curb Mold
003168	2002 Cat 140H Grader
003171	2005 Cet 268B Skid Steer w/ Planer
003189	2005 Cat CD634C Roller
003190	2005 Cet CD634C Roller
003191	2005 Cat CD634C Roller
003192	2006 Arrow 1350 Drop Hammer
003197	2008 Broce RJ350 Broom
003200	2008 Roadlec RP190 Paver
003201	2008 Roadlec RP155 Paver
003202	2008 Roadlec RP19D Paver
003204	2005 Cet CB534D Roller
003205	2005 Cat CB534D Roller
003206	2005 Cat CB534D Roller
003207	1994 Case 1845C Skid Steer
003208	2006 Roadiec RP195 Paver
003209	2006 Dynapac CC900 Roller
003210	2006 Dynapac CC900 Roller
003211	2006 Dynapac CC232 Roller
008212	2006 Dynapac CC232 Roller
003213	2006 Dynapac CC43V Roller
003214	2005 Dynapac CC432V Roller
003215	2006 Dynapac CC722 Roller
003235	2006 Terpel Pro66 Saw
003238	2006 Target Pro66 Saw
003241	2005 Cet M318CH Excevator
003242	2006 Minnich H-4 Drill
003248	2008 Cummins 35DGBB Generator
003267	2001 Cet M320 Excevator
004084	2007 Cal 980H Loader
003276	1986 Case 1845C Skidsteer
003283	2006 Case Skid Steer w/Planer
003286	2007 Roadlec RP190 Paver
003286 003287 003288	

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003290	2008 Cet 980H Loeder
003291	2007 Hamm HD130HV Roller
003292	2007 Hamm HD070V Rollet
003283	2007 Hamm H0070V Roller
003205	2007 Broce RJ350 Broom
	2007 Broce RJ250 Broom
003207	2007 Broce RJ350 Broom
003298	2007 Amer 8000 Profiler
003299	
003305	2007 Gomeco PS2600 Bett Piecer
003306	2007 Gomeco TCS00 Tine Mach
003307	20007 Gomaco GHP2800 Paver
003303	2007 Dynapsc CC662 Roller
003304	2007 Gomaco GT6300 Paver
003308	2007 Gomaco GT6300 Curb Machine
003310	2007 Dynspac CC 102 Roller
003311	2007 Dynapac CC102 Roller
003312	2002 Cal CB-634C Compactor Roller
003313	2002 Cat CB-634C Compactor Roller
003316	2002 Dynapac CC522 Roller
003317	2002 Dynapac CC522 Roller
003318	2007 Tergal DGTS\$4800 Saw
003320	Pilot 1 Pontable Control Center
003321	2007 Gomaco CC1200 Curb Mechine
003322	2007 Target FS6600 Concrete Saw
003331	2007 IR P185 Air Compressor
003332	2007 IR P185 Air Compressor
003362	20D8 Cel 12H Grader
003384	2008 Roadleo Paver
003386	2008 Roadlec Shuttle Buggie
0 0337 3	2008 Borce Broom
003382	2008 Roadlec Paver
002371	Distributor
003385	2008 Roadlec Paver
003383	2008 Husqvama Concrete Saw
003400	2009 National Crene
003391	2008 Cal Roller
003392	2008 Cat Roller
003390	2008 Cat Roller
003403	2008 Cat CB34 Roller
003412	2005 Gomeco RTP 500-NEW TRACK RUBBER
003414	1999 Roadlec Shuille Buggy-OVERHAUL
003411	980H Wheel Loader
003409	1998 Cat 980G Loader - overhaul
003413	1999 Roadiec ShutileBuggy-overhaul
003415	CAT 980G WHEEL LOADER - MAJOR REPAIR
003416	2009 Gomeco RTP500 Placer
003429	1996 CAT D6MXL DOZER-MAJOR REPAIR
003446	1998 Roadlec paver-OVERHAUL
003448	2009 Cat Roller
003449	2009 Cel Roller
003450	2009 Cai Roller

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003447	1999 Cel Loader-OVERHAUL
003470	2009 Cat GenSei Generator
003461	2006 Chlefton Causher
003462	2008 Chleften Screening plant
003463	2006 Chiefton Stecker
003478	2010 CB54 Roller
003470	1999 Roadiec Shuttle Buggy - head OVERHAUL
003468	2010 Gomaco Paver
003491	2010 National Crane (on 132209)
003967	2010 Roadtec Shuttle Buggy
003501	2009 Powerscreen Slacker
003505	1998 Cat Loader-OVERHAUL
003492	MAJOR OVERHAUL-005 Roadler SB2500 Shuttle Buggy
003502	2010 Cet Loader
003503	2010 Cat Loader
003499	2010 Cel Rober
003500	2010 Cat Roller
003519	2011 Roadiec Paver
004245	RCC Plant - Twa Shaft Mixer
003520	2011 Cat Vibratory Roller
003521	2011 Cat Vibratory Roller
003522	2011 Gomaco Curlo Machine
003526	2008 Reatilies Paver - grade automation
003529	MAJOR OVERHAUL-2001 Roadlec SB2500 Shutile Buggy
003528	2010 Cat GenSet Generator
003523	MAJOR OVERHAUL-2002 ROADTEC SB2500C SHUTTLE BUGGY
003530	2002 Case Backhoe
003532	2011 Husgvama Saw
003538	2012 Cel CB24 Roller
003539	2012 Cel CB24 Roller
003537	1999 Roadiech Shuttlebuggy-overhaul
003547	2011 Superior Broom
003548	2011 Superior Broom
003549	1999 Cat Loader-ÖVERHAUL
004246	RCC Plant - Twin Shaft Mixer
003554	2007 Cal Backhoe
003555	2007 Cat Backhoe
003552	2011 Gomeco Paver
003594	2013 Roadlec RCC Paver
003587	1997 Cal 135H Grader-MAJOR OVERHAUL
003580	2013 Sealmaster Crack Sealer
003581	2013 Sealmaster Crack Sealar
003582	2013 Sealmaster Crack Sealer
003583	2013 Stelmaster Crack Sealer
003591	2000 Shuttle Buggy-MAJOR OVERHAUL
003592	2011 Roadlec Paver
003593	2011 Roadlec Paver
003586	2002 Roadiec Shuttle Buggy MAJOR OVERHAUL
003585	1998 Roadlec SB2500 Shuttle Buggy-MAJOR OVERHAUL
003631	2002 Cat 980G Loader-entire overhaul
003630	MAJOR OVERHAUL-1999 SB2500 Shuttle Buggy

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003627	Screed extensions on 312297
003642	Crack Pro 125 Heated Hose Machine
003632	Barrier Wall-Hayes Hill
003644	Pavar-CAT AP600D
003645	Paver-CAT AP1000B
	Paver-CAT 1055
003646	Pavar-Roadiec Shilbugy SB2500
003647	Pavar-Roadiec Shibugy SB2500
003648	Pever-Roadiec Shilbugy SB2500
003649	Paver-Roadiec Shikbugy SB2500
003650	
003651	Paver-Roadiec Shilbugy SB2500
003653	Payar-CAT AP1000D
003654	Paver-CAT AP1000D
003655	Paver-Roadtec RP195 Rubber Treck Paver
003656	Paver,Vogele 5103-2 8' Wheel
003657	Pavar-Vogele 5200-2 10' Track
003656	Rottar-Asphalt Hamm HDO120V
003659	Roter-Asphall CAT CB564D
003660	Roller-Asphall CAT CB564D
003661	Roller-Apphali CAT CB534D XW
003682	Widener-BG
003663	Widener- BG730
003666	Paver-Concrete Gornaco 6300
003667	Paver-Concrete Gomaco GT 3600
003669	Placer-Material Transfer CMi
003670	Piecer-MTP 4004
003671	Placet-PS-2600
003672	Piscer-Gomaco Ball RTP500
003673	Finish Machine-Bidwell
003674	Crane-Link Belt LG-138 H
003675	Crene-Rough Terrain
003676	Dozer-Komateu D37 Ex-21
003677	Dozer-Komatsu D65EX
003678	Dozer-CAT DH6 D6HII
003679	Dozer-GAT DBR
003680	Dozer-Komatsu D39EX
003681	Dozer-Komatsu D61EX-15EO
003682	Excavator-CAT 325 BL
003684	Excavator-Komaisu PC400LC-7
003685	Excevelor-Komalsu PC220LC-8
003686	Excavalor-Komatsu PC400LC-6
003687	Excevator-Komatsu PC300LC-8
003688	Excavator-Komatsu PC400LC-8
003689	Excavator-Komatsu PC450LC-8
003690	Excevator-Kometsu PC450LC-8
003691	Excevalor-CAT 345DL
003692	Excavator-CAT 345DL
003693	CAT 320CLU EXCAVATOR
003694	Grader-CAT 12G Laser
003695	Grader-CAT 12H Laser
003696	Grader-CAT 12H

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	System #	Description
003697		Grader-CAT 12H Laser
003699		Grøder-CAT 12H Løser
003699		Grader-CAT 12M2
003701	-	Loader-980G
003702		Londer-Bobcal A300
003703		Komateu W450
003704		Loader-CAT 986 F
003705		Loader-Komatsu WA480-6
003706		Londer-Komalsu WA250 PTL
003707		Londer-CAT 279C Skidsteer
003708		Roller-Diri CAT 815B
003709		Roller-Dirt PS 2008
003710		Roller-CAT 815 F
003711		Tractor-John Deere 8870
003712		Pen - John Deere
003713		Tractor - John Deare
003714		Vermeer Stinder
003876		Forkilli-CAT TH 103
003877		Forkitti-Ingereol Rand VR 1056
003978		Forkilti-Geni DL 10 2001
003879		Forkifi-2002 Gehl DL 12
003880		Fork牘-CAT TH560B
003881		Forkin-CAT TH580B
003882		ForkHR-CAT TH460B
00 388 3		Forkiti -CAT TH043
003884		Gen. Set
003643		2000 Roadiac SB2500 Shutile Buggy-OVERHAUL
003628		Carlson screed for 312168
003626		Crack Pro 125 Heated Hose Machine
003633		Barrier Wall-Independent Concrate Pipe
003921		Roadtec Shullebuggy-OVERHAUL
003960		Paver-Roadlec Shtibugy SB2590 - MAJOR REPAIRS
003981		Paver-Roadtec Shtkbugy SB2500 · MAJOR REPAIRS
003962		2005 Roadiec SB2500 Shutile Buggy - MAJOR REPAIRS
003932		2015 John Deere Profiler 6200
003935		MINNICH DRILL RIG
003034		CAT M318CH EXCAVATOR - USED
003936		CAT M318C EXCAVATOR - USED 2005 INGERSOLL RAND DD90HF - ROLLER
004028		2005 INGERSOLL RAND DOBURF - ROLLER 2001 INGERSOLL RAND DD130 - ROLLER
004029		2001 INGERSOLL RAND DD130 - ROLLER
004030 004031		1995 INGERSOLL RAND DD90 - ROLLER
004031		2003 INGERSOLL RAND DD110HF - ROLLER
004032		2003 INGERSOLL RAND DD110HF - ROLLER
004034		1998 INGERSOLL RAND DD1 ION - ROLLER
004035		1998 INGERSOLL RAND DO24 - ROLLER
004035 004036		2008 CATERPILLAR AP1000D - PAVER
004030		BLAW KNOX PF5510 - PAVER
004038		2006 CATERPILLAR AP655C - PAVER (8' TRACK)
004039		2001 ROADTEC RP180-8 - PAVER
004041		2004 MIDLAND SP-8 - WIDENER
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004042	2006 CATERPILLAR D3G-XL - DOZERS
004043	2009 JOHN DEERE 650J-XLT - DOZERS
004044	2004 JOHN DEERE 650H-XLT - DOZERS
04045	2005 TAKEUCHI TB175 - EXCAVTR
004046	2003 KOMATSU PC300LC7 - EXCAVTR
004047	2005 LINKBELT 225MSR · EXCAVTR
10404B	1996 CATERPILLAR 320L - EXCAVTR
104049	1994 JOHN DEERE 510C - RUB-TIRE
04050	2000 CATERPILLAR 426CIT · RUB-TIRE (FORKS/BUCKET)
04051	2002 CATERPILLAR 420D-IT - RUB-TIRE (FORKS/BUCKET/HAMN
04052	2009 CATERPILLAR 420D - RUB-TIRE
04053	1995 CATERPILLAR 4268 - RUB-TIRE
104054	2011 BOBCAT T650 - TRACK
04055	2011 BOBCAT T650 - TRACK
104056	2010 BOBCAT T650 - TRACK
04057	1996 CATERPILLAR 980G - LOADER
004058	2008 KOMATSU WA500-8 - LOADER
04059	2005 CATERPILLAR IT28G - LOADER (BUCKET/FORKS)
04060	2004 TAKEUCHI TL 140 - TRACK
04061	1998 CATERPILLAR CP583C - ROLLER
004062	2001 INGERSOLL RAND SD70 - ROLLER
004063	2007 ROSCO 4850 - BROOM
004064	2005 BROCE RC350 - BROOM
004065	FUEL SYSTEM WITH DISPENSERS
004066	FUEL TANKS
004067	SuperPay Gyratory Compactor
004068	Ignition Ovens
004069	Hiti Coradrill Gen water tank
004071	1997 Troxler 4140 Gyrator Comp
004072	
003965	KAISER M500 AIR COMPRESSOR - ATTACHED TO 532761
003963	CAT 980G LOADER - 100% REPLACEMENT
003942	CRACKPRO - SEALMASTER CP125
003943	CRACKPRO - SEALMASTER CP125
003944	CRACKPRD - SEALMASTER CP125
003937	SWEEPER BROOM
003938	SWEEPER BROOM
003939	SWEEPER BROOM
003840	EXCAVATOR MOUNTED BREAKER
003956	2008 Roadled Shuttle Buggle - OVERHAUL
003970	Barrier Well - Country Meterlets
003971	Additional Barrier Wall-Independent Concrete Pipe
003978	2000 Roadieo SB2500 Shutila Buggy - OVERHAUL
003959	Excavator-Komatsu PC300LC-8 - MAJOR REPAIR (HAMMER)
003480	2010 Roadles Shuttle Buggy - MAJOR REPAIRS
003968	1999 Roadiec SB2500 Shuttle Buggy - MAJOR REPAIRS
003969	2002 Roadiec SB2500C Shuttle Buggy - OVERHAUL
003281	2007 Cel 980H Loader - MAJOR REPAIRS
004096	2011 CAT TH514 FORKLIFT (USED)
004157	HAMM HD12VV DOUBLE DRUM ROLLER
004097	2013 WHITE ROADTEC SB250DE SHUTTLEBUGGY (USED)

System #	Description
004088	2013 WHITE ROADTEC RP190E PAVER (USED)
004099	2013 WHITE ROADTEC RP100E PAVER (USED)
004100	2013 WHITE ROADTEC SB50DE SHUTTLEBUGGY
004158	1999 CAT BBOG LOADER (MAJOR OVERHAUL)
004159	MAJOR OVERHAUL-2001 Roadlec SB2500 Shutile Buggy
004160	2005 Roadleo SB2500 Shuttle Buggy - MAJOR REPAIRS
004161	ROADTEC RP170 PAVER
004113	2018 SEALMASTER CP125 CRACKPRO
004114	2016 SEALMASTER CP125 CRACKPRO
004115	2018 SEALMASTER CP125 CRACKPRD
004116	2016 SEALMASTER CP 125 CRACKPRO
004118	2016 SUPERIOR DIBOK BROOM
004119	2016 SUPERIOR DT80K BROOM
004144	2016 CASE580 SN BACKHOE
004162	Paver-Roadiec Shibugy 6B2500 - MajorOverhaul
004163	HAMM HD+110VO ASPHALT ROLLER
004164	2013 CASE SR200 SKID STEER
004 185	2013 CASE SR200 SKID STEER
004166	2013 CASE SR200 SKID STEER
004167	2013 CASE BR200 SKID STEER
004168	2013 CASE BR200 SKID STEER
004169	2013 CASE SR200 SKID STEER
004171	SURVEY GPS EQUIPMENT
004170	2012 CAT CB34 ROLLER
004173	2008 Roadlar Shuttle Buggie - OVERHAUL
004180	Craine-Link Belt LS-138 H (MAJOR REPAIRS)
004209	2012 CAT 279C2 SKIDSTEER
004206	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004207	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004208	USED 2007 INTERNATIONAL 4300 DUMP TRUCK
004210	1998 ETNYRE SB2500E CHIP SPREADER
004211	2017 INTERNATIONAL 4400 LUBE TRUCK
004214	2003 INTERNATIONAL 4400 4X2
004212	2005 WHITE INTERNATIONAL 92001 DUMP TRUCK
004213	2017 INTERNATIONAL 4400 LUBE TRUCK
004215	2005 Cat 980G Loader (MAJOR OVERHAUL
004279	2017 CAT AP855F PAVER
004284	BID-WELL WORK BRIDGE (100 FT)
004267	2017 TAKEUCHI TL 10CR TRACK LOADER
004268	2017 TAKEUCHI TL 10CR TRACK LOADER
004280	2017 CAT AP855F PAVER
004270	2017 SEALMASTER CP125 CRACK PRO
004271	2017 SEALMASTER CP125 CRACK PRO
004277	2017 CAT AP655F PAVER
004273	2017 CASE CX80C EXCAVATOR
004274	2017 CASE CXBDC EXCAVATOR
004272	2017 CASE CX145 EXCAVATOR
004278	GPS BLADE ATTACHMENT

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Machinery & Equipment Totai

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Description

<u>Vehicies</u>

000437	1979 Dyna Weld Trailer 9 Ton
000505	1968 Bolinger Lt-2 5 Ton
000050	1987 Ford LNT 800
000066	1987 Interstate Roller Trailer 9 Ton
000081	1987 Ford F800 CAB/CHAS
000084	Tank On Truck#17303
001002	1984 Ford LN6000
001 02 9	Warner Body 1/1990 F450
001078	1985 Ford LN8000
001081	1984 Ford LNB000
001098	Dump Bed //1984 LN8000 #12375
001154	Autocrane Model RBC5S-12/24
001148	1892 Ford Medium Truck, Silver
001485	1988 Inti S1700 Mechanic Truck 1988
001519	1968 Rogers Ext HFT25X204 Semi Trailer
001627	1986 Tandem Cone Trailer
001531	1974 Brown Semi Trailer Tool Storage
001646	1892 Wells Cargo Trailer
001672	1992 Rogers Trailer Model TAGW21-24-22-15
001673	1992 Wells Cargo Trailer Model TW101
001674	92-UT Utility Trater
001676	WA6-708 Bard Wallmount Curing Trailer
001924	1987 INT'L TRI AXLE AGITOR
001706	1993 Interstate Model 18857/S Trailer
001708	1993 Interstate Model 18BST/S Treller
001802	34V92 14' Van Body Light Smoke Metallic on 1988 Inti
001839	1980 Utility Ven Trailer
001850	1994 Interstate 12BST Traller
001872	1994 Wells Cargo 14ft Trailer CW 141
001881	1987 Hudson Trailer Till
001910	1994 Eager Beever Treiler 20HALX
001911	1994 Eager Beaver Trailer 20HALX
001962	1987 Ford LN8000 Dump Truck
001963	1987 Ford LN8000 Water Truck
001964	1987 Ford LN8000 Weter Truck
0D 196 5	1987 Ford LN8000 Dump Truck
001959	1995 Interstate 188ST/S Trailer
001950	1995 Interstate 188ST/S Treller
001061	1995 Interclate 16BST/S Trailer
001974	1987 Ford LN8000 Water Truck
001975	1987 Ford LNB000 Weter Truck
001976	1987 Ford LN8000 Distributor
001999	Used Etnyer Distributor
001096	Gation Dump Body
002023	1995 Speed Screed Trailer
002053	1987 Ford LNBD00 Water Truck
002054	1987 Ford LN8000 Dump
002055	1987 Ford LN8000 Fist Bed

Description

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002056	1987 Ford LN8000 Flat Bed
002058	1987 Ford LNB000 Flat Bed
002073	1998 Ford F250
002078	1996 Ford F350
002050	1987 INTL 2674 Weler Truck
0020-11	1998 Ford LTS9000 Lowboy
002088	Warner Body W108MC
002100	1995 GMC TC31003
002102	
002125	1996 Eeger Beaver 20XPT Trailer 1995 Kenworth Trector
002126	1972 Fonlaine Thailer
002150	1986 Ford L8000 Dump
002118	1985 Kent FRPP Trailer
002159	1967 Ford LN8000 Flat Bed
002160	1987 Ford LN8000 Flat Bed 1987 Ford LN8000 Distributor
002161	
002162	1987 Ford LNB000 Fist Bad
002179	1987 Ford LN8000 Weier Truck
002181	1990 Ford LN800
002106	1997 Wells Cargo TW101 Traller
002197	1997 Ford F450 Pickup
002105	1997 Ford F250 Plokup
002223	1997 Ford F250 Pickup
002223	1997 Eager Béaver 20XPT Trailer
002225	1997 Eagar Beaver 20XPT Trailer
002333	1997 Etnyre N50 Trailer
002334	1997 Water Tank for Ford FN8000
002335	1997 Water Tenk for Ford FN8000
002330	1997 Weter Tank for Ford FN8000
002250	1997 Ford F450 Pickup
002251	1997 Etnyre Distributor 1889 Ford F800
002253	1989 Monon 28tl Trailer
002255	
002256	1997 Interstate 188SVS
002257	1997 Intenstate 18BSVS
002256	1997 Interstate 1885/S
002262	1997 Warner Body W132MC
002265	1997 Belshe GT-2 Trailer
002276	1997 Wells Cargo TW101 Trailer
002277	
002280	1997 Eáger Besver 20XPT Trailer 1998 Freightliner FLD120SD Tractor
002298	1997 Wells Cargo Trailer
002306	1997 Belshe GT2 Trailer
002325	1990 Ford LN8000 Distributor
002326	1990 Ford LN8000 Water Truck
002327	1990 Ford LN8000 Dump
002328	1991 Ford LN8000 Distributor
002329	1991 Ford LNB000 Fiet Bed
002330	1991 Ford LN8000 Flat Bed
002331	1991 Ford LN8000 Flat Bed
002332	1991 Ford LN9000 Distributor

Description

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	1995 Freightliner Tractor
002350	
002351	1992 Freightliner Water Luck 1997 Eeger Besver 201 Trailer
002368	
002369	1997 Eager Beaver 20T Trailer
002370	1098 Inti Boom Truck
002372	1097 Ford F350 Dump
002373	1997 Ford F350 Dump
002374	1997 Ford F250 Pickup
002405	1998 Wells Cargo TW101 Trailer
002407	1998 Wells Cargo OW 122 Trailer
002406	1998 Wells Carpo CW142 Trailer
002410	1998 Ford F150 P/U
002418	1998 Ford F150 P/U
002419	1998 Ford F150 P/U
002423	1998 Ford F150 P/U
002433	1998 Beishe GT-2 Trailer
002437	BTHL Distributor Tenk (used)
002438	BTHL Distributor Tank (used)
002446	1983 Kentucky Trailer 48x86
002447	1983 Kentucky Trailer 48x96
002449	1998 National 337B Crane
002450	1998 Beishe GTZ Traller
002459	1995 Inti 4900 wi Lifi Gale
002475	1993 Ford LNB000 Water Truck
002476	1993 Ford LN8000 Water Truck
002497	1985 Kentucky Van Trailer
002498	1984Kentucky Van Trailer
002477	1993 Navislay S4900 Dump Truck
002478	1993 Nevisiar S4900 Distributor
002479	1993 Nevistar S4900 Distributor
002480	1993 Nevistar S4900 Water Truck
002554	1995 Freighillner Water Truck
002486	1999 Ford F250 P/U
002487	1999 Ford #250 P/U
002492	1999 Ford F250 P/U
002493	1999 Ford F450 P/U
002511	1889 Eeger Besver 20XPT Trailer
002512	1999 Eager Beaver 20XPT Trailer
002520	1999 Etnyre 50T Lowboy Trailer
002517	1999 Etnyre ET 852000 Distributor
002518	1999 Einyre ET 62000 Distributor
002534	1999 inti 4900 Boom Truck
002544	1999 National 337B Crane
002569	1999 Ford F450 PU
002574	1999 1040 JMO Leb Trailer
002574	2000 Ford F450 PU
002580	2000 Ford F450 PU
002599	2000 Ford F 150 PU
002607	2000 F250 Ford PU
002608	2000 F250 Ford PU
002608	2000 F250 Ford PU
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Description

0026 i D	2000 F250 Ford PU
002811	2000 F150 Ford PU
002612	2000 F250 Ford PU
002589	1994 IH 4900 Distributor
002590	1995 IH 4900 Distributor
002629	2000 ETS2000 Distributor Tank
002630	2000 ETS2000 Distributor Tank
002813	1886 Utility Treller 48x102
002652	1981 Transcraft 42ft Trailer
002654	1889 Fruchaul 45ft Flatbod
002655	1999 TMD 451 Flatbed
002657	2000 Etynie 50Ton Thalier
002690	2001 Ford F250 PU
002691	2001 Ford F250 PU
002692	2001 Ford F250 PU
002693	2001 Ford F450 PU
002694	2001 Ford F460 PU
002703	2001 Freightliner FLD120 Tractor
002704	1995 Freightliner FL70 Box Truck
002705	1995 Freightliner FL70 Box Truck
002709	2001 Ford F250 PU
002719	2001 Intendéte 18BST-S Trailer
002720	2001 Interstate 18BST-S Trailer
002721	2001 Eager Beaver 20XPT Trailer
002722	2001 Eeger Beaver 20XPT Trailer
002730	2001 Ford F250 P/U
002731	2001 Ford F250 P/U
002734	2001 Ebger Beaver 20XTP Trailer
002740	2001 Interstate 18BST Trailer
002741	2001 Interstate 18BST Trailer
002794	1998 IH \$4800
002795	1998 H \$4900
002800 002801	2003 Ford F250 PU 2003 Ford F250 PU
002806	2003 Ford F250 PU
002807	2003 Ford F250 PU
002808	2003 Ford F250 PU
002809	2003 Ford F450 PU
002810	2003 Ford F450 PU
002814	2003 Ford F250 PU
002818	2003 Asphall Distributor ET S2000
002819	2003 Asphall Distributor ET \$2000
002822	2003 Ford F150 P/U
002831	2003 Eeger Beaver 20XPT Trailer
002897	1994 Dodge 1500 P/U
002820	1989 Mack DM690S Dump
002821	1989 Mack DM690S Dump
002022	1989 Mack DM690S
002923	1997 Meck RB688S Dump
002824	1997 Mack RB668S Dump
002933	1998 Meck CL713 Lowboy

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Description

002934	1999 Tymco Sweeper
002937	1976 Dyna Traller
002838	2000 Best T24 Trailer
002939	1975 Bolinger LTD2 Trailer
002940	2000 Havimark Trailer
• • • • •	1975 Bolinger LT2 Trailer
002041	1966 Bolinger LT2 Trailer
002942	1978 Bolinger LT2 Trailer
002944	- ·
002945	1978 Bolinger LTD2 Trailer
002946	2000 Best T14 Trailer
002047	2000 Best T14 Trailer
002949	1972 Mobile Office
002950	1971 Mobile Office
002951	1976 Mobile Office
003114	1990 Mack RB6905 Dump
003115	1990 Mack RB6905 Dump
002844	1995 Trailmobile 48ft Trailer
002845	1998 Transcraft 48ft Trailer
002846	1996 Inii 4900
002847	1995 Intl 4900
002863	2004 Ford F250 P/U
002864	2004 Ford F250 P/U
002865	2004 Ford F250 P/U
002866	2004 Ford F250 P/U
002867	2004 Ford F250 P/U
002852	2004 Ford F350 P/U
002855	2004 Ford F350 P/U
002857	2004 Ford F150 P/U
002860	2004 Ford F150 P/U
002869	2004 Ford F450 P/U
002853	2004 Ford F350 P/U
002868	2004 Ford F450 P/U
003078	2005 Ford F450 PU
003079	2005 Ford F450 PU
003082	2005 Ford F150 PU
003085	2002 IHC 4400 w/ Crane
003094	1998 IHC 4900 Distributor Truck
003095	1998 IHC 4900 Distributor Truck
003107	2004 Etnyre 557 Traller
003096	1998 IHC 4900 Boom Truck
003097	2005 Ford F350 PU
003098	2005 Ford F350 PU
003103	2000 IHC 4900 Flat Bed Truck
00310B	2005 Ford F450 P/U
003109	2005 Ford F450 P/U
003111	2005 Peterbullt 379 Tractor
003112	2005 Distributor ET S2000
003112	2005 Distributor ET S2000
003116	2005 Ford F150 P/U
003117	2005 Ford F150 P/U
003118	2005 Ford F160 P/U

Description

009121	2005 Ford F250 P/U
003122	2005 Ford F250 P/U
003125	1989 Intl Water Truck
003126	1999 Inti Water Truck
003148	1999 Intl Weter Truck
003140	1999 Int Dump Trück
	2006 Ford F150 P/U
003155	
003157	2005 Eager Beaver 20XPT Trailer
003158	2005 Eeger Beaver 20XPT Treller
003167	2006 Ford F150 P/U
003169	1999 (nil 4900 Tack Truck
003170	1999 Inti 4900 Tack Truck
003179	2006 Ford F350 P/U
009180	2006 Ford F350 P/U
009181	2006 Ford F350 P/U
003162	2006 Ford F350 P/U
003183	2006 Ford F350 P/U
003184	2006 Ford F350 P/U
003175	2008 Ford F250 P/U
003186	2008 Ford F450 P/U
003176	2006 Ford F250 P/U
003178	2006 Ford F250 P/U
003187	2006 Ford F450 P/U
003188	2006 Ford F450 P/U
003174	2006 Ford F150 P/U
003196	2006 Peterbuill 378 Semi Trector
003198	2008 Eagerbeaver 20XPT-B Trailer
003109	2006 Ford F150 P/U
003203	2006 Ford Crown Vic
003217	2006 Teck Distributor Tenk
003210	2008 Tack Distributor Tank
003228	2006 Ford F150 P/U
003229	1998 IHC Boom Truck
003233	1998 Inil Fiel Bed
003237	1992 Willty Trailer
003234	2006 Entyre 55T Trailer
003243	Sweeper Truck Rebuilt
003244	2007 Ford F150 P/U
003246	2006 Eeger Beaver HAXL Trailer
003247	2006 Eager Beaver HAXL Trailer
003250	1987 Transcraft Traffer
003251	2006 Dodge Ram 1500 2000 IH 4800 Distributor Truck
003257	
003258	2000 IH 4900 Distributor Truck
003252	1998 IH 4900 Weter Truck
003255	2001 IH 4900 Water Truck
003256	2002 IH 4900 Water Truck
003260	2007 Ford F-450 P/U
003261	2007 Ford F-450 PAJ
003263	2007 Ford F 150 P/U
003266	2007 Ford F150 P/U

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Description

003271	2007 Ford F350 P/U
003272	2007 Ford F350 P/U
003273	2007 Ford F350 P/U
003274	2007 Fond F350 P/U
003276	2007 Fond F350 P/U
003277	2007 Ford F350 P/U
003282	2005 Inti Boom Truck
	2007 Ford F250 P/U
003269	2007 Ford F250 P/U
003270	2007 Ford F150 PAJ
003279	2007 Ford E250 Van
003280	2007 Dodge Rám 2500 PU
003289	
003204	2007 Entyre Tack Tank 2007 Entyre Tack Tank
003285	
003300	2000 IH 4900 Water Truck
003301	2008 Ford F450 PU
003302	2008 Ford F450 PU
003325	2007 Felling FT-121T-SP Trailer
003326	2001 Intl 4900 Water Truck
003327	2001 Inil 4900 Boom Truck
003328	2001 Inti 4900 Weter Truck
003320	2001 international
003330	2001 Intl 4900 Weler Truck
003364	1995 International 4700
003333	2008 Ford F150 PU
003369	2002 International 4700
003335	2008 Ford F150 PU
003337	2008 Ford pickup
003338	2008 Ford F150 PU
003340	2008 Ford F150 PU
003341	2008 Ford F150 PU
003342	2008 Chevrolet Silverado 1500
003363	2001 Intémational 4900
003368	2001 International 4900
003365	1995 Frushauf
003366	1996 Fruehaul
003367	1996 Fruehaut
003343	2008 Ford F-550 Chasis Cab
003344	2008 Ford F-550 ChasIs Cab
003346	2008 Ford F-550 Ohesis Ceb
003347	2008 Ford F150 PU
003346	2008 Ford F350 Chassis Ceb
003349	2008 Ford F350 Chassis Cab
003350	2008 Ford F350 Chassis Cab
003351	2008 Ford F350 Chassis Cab
003352	2008 Ford F350 Chassis Cab
003353	2008 Ford F350 Chassis Cab
003354	2008 Ford F350 Chassis Cab
003355	2008 Ford F350 Chassis Cab
003356	2008 Ford F350 Chassis Cab
003357	2008 Ford F350 Chassis Cab

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Description

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003540	2008 FORD EDGE
003358	2008 Ford F-250 pick-up
003359	2008 Ford F-250 pick-up
003360	2008 Ford F-250 pick-up
003374	2008 Ford F-150 pick-up
	2008 Interstate Trailer
003380 002784	2008 Interstate Trailer
003381	
003375	2008 Eeger Beaver Trailer
003376	2008 Eager Beaver Tratter
003377	2008 Eeger Beaver Trailer
003378	2008 Eager Beaver Trailer
003379	2008 Eager Beaver Trailer
003401	2009 Intil Boom Truck
003405	2007 Elnyre Trailer
003406	2006 Etnyre Trailer
003407	2005 Etnyre Treller
003408	1999 Transcraft Trailar
003418	2009 Ford F550 Pick up
003418	2009 Ford F350 pick-up
003420	2009 Ford F550 pick-up
003422	2009 Ford F-150 pick-up
003423	2009 Ford F-150 pick-up
003424	2009 Ford F-150 pick-up
003430	2010 Ford Taurus
003431	2010 Ford F-150 pick-up
003432	2010 Ford F-150 pick-up
003433	2010 Ford F-150 pick-up
003436	2010 Ford F-150 pick-up
003437	2010 Ford Teurus
003438	2007 Freightliner Tractor
003439	2007 Freightliner Tractor
003444	2010 Ford F-160 pick-up
003445	2010 Ford F-150 pick-up
003440	2010 Ford Taurus
003441	2010 Ford Taurus
003443	2010 Ford Teurus
003453	2010 Broom Beer Vac Truck
003450	1998 International Water Truck
003459	2006 International Form Truck
003460	2001 International Distributor
003466	2010 Ford Teurus
003471	2010 Ford F-150 pick-up truck
003472	2010 Ford F-150 pick-up truck
003473	2011 Ford F-450 pick-up truck
009474	2011 Ford Teurus
003475	2011 Ford Teurus
003476	2011 Ford Taurus
003477	2011 Ford Taurus
003490	2010 International Boom Truck
003481	2010 Ford F-150 pick-up (ruck
003482	2010 Ford F-150 pick-up truck
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Description

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003484	2011 Ford Taurus
003485	2011 Ford Taurus
003483	2011 Ford Teurus
009488	2007 Peterbill Mechanic Truck
003489	2008 Kenworth Mechanic truck
003487	2011 Ford F-260 Pick-up truck
003493	2005 Freightliner Distributor
003494	2005 Freightliner Form Truck
003495	2005 Freightiner Form Truck
003496	2011 Ford Escaps
003498	2005 Freightliner Sall Spreader
A036D4	2011 Interstele Trailer
003510	2011 Ford F250 pick-up truck
003511	2011 Ford F250 pick-up truck
003512	2011 Ford F250 pick-up Inuck
003514	2011 Ford F-250 Pick-up truck
003515	2011 Ford F-250 Pick-up truck
003516	2011 Ford F-250 Pick-up Inuck
003517	2011 Ford F-250 Pick-up truck
004244	2011 Tellwind Cargo Treller (RCC PLani)
003507	2011 Ford Teurus
003508	2011 Ford F-150 pick-up truck
003509	2011 Ford F-150 pick-up truck
003513	2011 Ford F-150 pick-up truck
003527	2011 Ford F-150 pick-up truck
003525	2011 Ford Escape
003533	1998 International Water Tanker
003534	2005 International 4300 Pin Truck
003531	2011 SURE-TRACK TRAILER
003546	2005 Mack Wøler Truck
003545	2008 Peterbili Mechanic Truck
003544	2001 Freightliner Water Truck
003543	2012 Ford F15D pick-up truck
004086	2008 FORD F-150
004087	2008 FORD F-150
003541	2012 Ford F250 pick-up truck
003542	2012 Ford F250 pick-up truck
003550	2012 Ford F250 plck-up truck
003551	2012 Ford F250 pick-up truck
003559	2004 International Dump Truck
003560	2005 International
003501	2002 International Dump Truck
003562	2002 International Dump Truck 2013 Ford F-150 pick-up
003572	
003573	2013 Ford F-150 pick-up 2013 Ford F-150 pick-up
003574	2013 Ford F-150 pick-up 2013 Ford F-150 pick-up
003575	2013 Ford F-150 pick-up 2013 Ford F-150 pick-up
003576	2013 Ford F-150 pick-up
003566	2013 Ford F-150 pick-up
003567	2013 Ford F-150 pick-up 2013 Ford F-150 pick-up
003568	20 10 2010 1 - 100 Pion-up

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003569	2013 Ford F-150 pick-up
003570	2013 Ford F-150 pick-up
003571	2013 Ford Edge SE
003570	2012 Telbert trailer
003577	2002 International Dump Truck
003578	2002 International Water Truck
003584	2006 International
003595	
003598	2004 Stroughton Drop Deck trailer
003597	2004 Stroughton Drop Deck trailer
003598	2004 Stroughton Drop Deck trailer
	2008 GMC Slame 1600 pick-up Inuck
003600	2014 Ford F150 XLT pick-up truck
003599 655094	2014 Toyota Tundra
003601	2005 International Water Truck
003604	2014 Freightliner mechanic truck
003605	2014 Freightliner mechanic truck
003607	2011 Chevy Silvenado 1500
003608	2014 Ford F550 XLT pick-up truck
003609	2014 Ford F550 XLT pick-up truck
003610	2014 Ford F150 pick-up truck
003611	2014 Ford F150 pick-up Inuck
003613	2014 Ford F150 pick-up truck
003612	2014 Ford F150 pick-up truck
003614	2014 Ford F150 pick-up truck
003615	2014 Ford F150 pick-up truck
003616	2014 Ford F150 pick-up truck
003617	2014 Ford F150 pick-up truck
003618	2014 Ford F150 pick-up truck
003619	2014 Ford F150 pick-up truck
003620	2014 Ford F150 pick-up truck
003621	2014 Ford F150 pick-up truck
003622	2014 Ford F150 pick-up buck
003623	2011 Chevy Silvarado 1500
003715	Distrib-KI Ford
003716	Distrib-Kodlak Etnyre 94
003717	Distrib- 2005
003718	Distrib-Ford Etnyre F700
003719	Distrib-Etnyne
003720	Distrib-Intl Etnyre
003723	Water Truck-Intl 1986
003725	Water Truck-GMC 91 Top Kick
003726	Weler Truck-Ford F700
003727	Weter Truck-GMC 1991
003733	Water Truck-Intl \$1700
003735	Weter Truck-Trlaxle
003737	Water Truck Hydrotorce
003738	Pickup-Ford F-150 1997
003746	Pickup-06 Chevy Silverado 1500
003750	Pickup-Chevy C24 1996
003751	Pickup-Chevy 1500
003756	2007 CHEVROLET

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Description

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Description

003757	2007 CHEVY
	2005 FORD F550
003759	2007 Chevy Silverado 3500
003760	2007 Chevy 5500
003763	Vari - Ford E350 15 Passenger
003764	
003767	Pickup-06 GMC Slama
003769	Pickup-10 Ford F150 4X2 Red
003770	Pickup-10 Ford F260 White
003771	Pickup-Ford F250 While
003772	Pickup-05 Ford F250
003774	Pickup-2005 Ford F250
003776	Pickup-06 Ford F250
003777	Pickup-07 Ford F250
003778	Pickup-07 Chevy 2500
003779	Pickup-OB Chevy Silverado 1500
003781	Pickup-06 Ford F150
003782	Pickup-06 Ford F250
003783	Pickup-05 Ford F250 4X4
003784	2007 SERVICE TRUCK
003785	SERVICE TRUCK
003786	SERVICE TRUCK
003789	SERVICE TRUCK
003700	SERVICE TRUCK
003791	SERVICE TRUCK
003793	SERVICE TRUCK
003794	SERVICE TRUCK
003795	1999 Freightliner Service Truck
003796	Pickup-2008 Ford F450
003798	Service Truck-1997 Ford FB00
003798	Pickup-06 Ford F350
003800	. Pickup-08 Ford F350
0 0380 1	Trailer-Lone Wolf 16th
003802	Trailer-Lone Wolf 16t
003804	Trailer-Lone Wolf 16tt
003805	Trailer-Gooseneck Trailer
003808	Trailer-Lone Woll 16t
003807	Trailer-Lone Wolf 16ft
003808	Trailer- C& W 16ft
003809	Traller - Asphalt Hot Box
003810	Trailer-Lone Wolf 16h
003811	2002 Trailer-BBT- 2AXL
003812	Trailer-Wellscargo
003813	Treller-Lone Wott 16ft
003815	Trailer- LoadKing
003916	Traller-Lone Wolf
003B17	Tralisr-Lone Wolf
00381B	2003 Trailer-TST 1AXL
003820	Gooseneck Fielbed Treller
003821	Trailer- Lone Wolf 16t
003822	Tralier-Goldslar 2005
003823	Trailer-Berlow 16' 2 Axie
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009074		Tralier-10tt x 6%
003824 003825		Tralier-16ft x 6ft
		Trailer-Kim Wiseman
003828		2000 Trailer-C&W 16ft
003828		
003628		Trailer-Bridge Yard
003830		Traller-Wells Cargo
003831		Trailer Test KBI
003832		Trailer-Wells Cargo
003894		Trailer-UTD R.Brown
003835		Traller-Titan 2004 (B yard)
003836		Trafler-Barlow 16' 2-Axle
003838		Traffer-Barlow 10' Utility
ÓD3839		Trailer-Hawkine Utility
003840		Tratler-PJ CC182
003841		Trailar-Big Lug Low Pro Flat
003942		Treiler-PJ Cerhauler
003843		Traller - 18' Lewrimore
003844		Tralier - 20' Lewitmore
003845	1	Trakar-PJ Gooseneck
003846		Trailer Profoligraph (LAB)
003847		IN
003846		Trailar-Roll Rile 40' Gooseneck Trailer
003850		Trallier-CGX 58SA P/B
003851		Trailer-Royal RST8X16 Cargo Trailer
003853		Trailer Bobcat
003854		Trailer-12T (Naugla)
003855		Traller-Bidwell -King American
003856		Trailer-Lone Wolf
003857		Trailer-99CTLC
003858		Traller-Royal Box Traller
003860		Misc-Inil 1754 Flatbed
003861		Misc-Intl 1754 Flatbed 1989
003862		2008 INTERNATIONAL 4400
003863		Misc-inii 1754 Flatbed Dump
003864		2012 Ford F-550 Fielded
003866		Misc-Chevy 1 Ton Flatbad
003867		Misc-2006 Ford F350 Flatbed White
003868		Ford F450 Dump Truck
		08 Ford F350
003869		2000 Tri-Axia
003870		Truck-2010 Niesan Armada
003873		2004 Trailer-Jeny 16ft
003886		•
003887		Trailer-10 ft Utility Trailer
003888		Trailer-Inti Flat Bed (Gator)
003889		2004 Van Survey Chevy G25
003890		2001 Ford Van Survey NE24
003892		2004 Van Survey Chevy
003894		2005 Chevy Van Survey G25
003895		2009 Ford Survey Van E250
003896		2006 Ford E250 Van Survey
003897		2010 Ford E250 Survey Van

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	System #	Description
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003898		2007 Ford E250 Survey Van
003624		2014 Fond F150 pick-up truck
003603		2014 Ford F150 XLT pick-up truck
003606		2013 Chavy Silverado 1500
003625		2014 Ford F150 pick-up truck
003528		2008 Intil 6600 Weter Truck
003883		2007 Chavy Silveraido
003984		2007 Chevy Silveredo
003985		2002 Dodge Ram
003922		2014 Fond F150
003920		2014 Ford F15D XLT Pick-up
003923		2014 Ford F150 XLT
003924		2014 Ford F150 XL
003925		2014 Ford F150 XLT
003925		2014 Ford F150 XLT
003928		2015 Freightliner M2
003920		2015 Freightliner M2
003930		2015 Freightliner M2
003931		2015 Freightliner M2
003927		2014 Ford F160 XLT
003933		2015 Dolitie 700 GVW Tandem Axle Trailer
003941		2015 FORD F250 XL
003945		2015 FORD F250 XL
00394 6		2015 FORD F250 XL
003947		2015 FORD F250 XI.
003948		2015 FORD F250 XL
003986		2008 SILVER CHEVY HHR
003989		2008 SILVER CHEVY HHR-LS
003993		2000 SILVER CHEVY HHR-LS
003994		2012 WHITE CHEVY CRUZE
003995		2003 RED DODGE RAM 2500 (DIESEL/MANUAL)
00399 5		2007 RED CHEVY K2500HD (4x4)
003997		2008 RED CHEVY C1600
003998		2008 RED CHEVY C2500HD
003999		2008 WHITE FORD F250
00400D		2008 WHITE FORD F150
004001		2009 RED DODGE RAM 3500 (UTILITY BED/ FUEL TANK)
004002		2008 WHITE CHEVY C2500HD
004003		2010 RED CHEVY K2500HD (4x4)
004004		2010 WHITE CHEVY C1500 (no tallgale)
004 0 05		2010 RED OHEVY K2500 (4x4)
00400B		2010 RED CHEVY C1500-EX
004007		2008 WHITE CHEVY C3600HD (UTILITY BED/ FUEL TANK)
004008		2011 RED CHEVY C1500 (4x4)
004009		2012 RED CHEVY C1500 (4x4)
004010		1999 WHITE FORD F450 - SGL AXLE (Fist bed)
004011		2007 WHITE FORD F650 - SGL AXLE (W/SUMMIT TRUCK CRANE & MECHANICS BODY)
004012		2005 SILVER I.H.C. 4300 - SGL AXLE (W/TIGER TRUCK CRANE & MECHANICS BODY)
004013		2004 RED FORD F-750 - SGL AXLE (LUBE TRUCK & ACCESSORIES)
004014		2000 WHITE I.H.C. 4700 - SGL AXLE (LUBE TRUCK & ACCESSORIES)
004015		2007 WHITE FORD F550 - SGL AXLE (MECH)

	System #	Description
004016		2007 WHITE I.H.C. 7300 - SGL AXLE (DISTRIBUTOR)
004017		1995 WHITE CHEVY KODIAK - SGL AXLE (DISTRIBUTOR)
004018		1993 RED J.H.C. 4000 - SGL AXLE (DISTRIBUTOR)
004019		2006 WHITE I.H.C. 4300 - SGL AXLE (Fiel bed/ BOXEB/FUEL TANK)
004020		2004 BLACK MACK CV713 - TANDOM (WATER/FUEL TRUCK)
004021		2004 BLACK MACK CV713 - TANDOM (WATER/FUEL TRUCK)
004022		1993 WHITE MACK CH613 - SEMI TRK
004023		1995 BLACK TRAIL KING DROPDECK - DROPDECK
004024		2011 RED STEAL TH INTRUDER - BOX
004025		2010 BLACK BELSHE T14-2EP - TANDOM
004026		2002 BLACK MAY 16 FT - TANDOM
004027		2010 BLACK CORN-PRO 16+5-7K - TANDOM
004070		QCQA Parts trailer
003949		2015 FORD F150
003950		2007 INTL 4400 FORM TRUCK - USED
003951		2007 INTL 4400 FORM TRUCK - USED
003952		2007 INTL 4400 WATER TRUCK · USED
003953		2007 INTL 4400 WATER TRUCK - USED
003954		2007 INTL 4400 WATER TRUCK - USED
003955		2007 INTL 4400 WATER TRUCK - USED
003956		2007 INTL 4400 WATER TRUCK - USED
003957		2015 FORD F550
003958		2015 FORD F550
004101		1999 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004102		1999 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004103		1999 GREAT DANE BLACK EXTENDABLE FLATBED TRAILER (USED)
004094		INTERNATIONAL WATER TRUCK (USED)
004095		INTERNATIONAL WATER TRUCK (USED)
004146		2004 WHITE INTERNATIONAL 4300 SBA 2016 GRAY DODGE RAM 1500
004134		2016 GRAT DOLASE RAM 1000 2016 WHITE FORD F250
004135		2016 WHITE FORD F250
004136		2016 WHITE FORD F250
004138		2016 WHITE FORD F250
004139		2016 WHITE FORD F250
004140		2016 WHITE FORD F250
004141		2016 WHITE FORD F250
004142		2016 WHITE FORD F250
004143		2016 WHITE FORD F250
004130		2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004191		2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004132		2016 WHITE FREIGHTLINER M2 MECHANICS TRUCK
004121		2016 SILVER FORD F150
004 122		2018 GRAY FORD F150
00412		2018 GREEN FORD F150
004124		2016 SILVER FORD F150
004128		2016 WHITE FORD F150
004128	6	2016 GRAY FORD F150
00414		UPGRADE PROFILOGRAPH VAN TO IRI HARDWARE & SOFTWARE
004120	-	2004 WHITE THOMAS BUS
00411	7	2016 GRAY FORD F150 XL7

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	System #	Description
004127		2016 WHITE FORD F550
004128		2016 BLACK FORD F150
004129		2016 FORD F150
004156		2016 BRONZE FORD F150
004104		2016 WHITE FORD F150 XLT
004105		2016 GRAY FORD F150 XLT
004106		2016 GRAY FORD F160 XLT
004107		2016 BROWN FORD F150 XLT
00410B		2016 BROWN FORD F150 XLT
004109		2016 WHITE FORD F160 XLT
004111		2016 WHITE FORD F150 XLT
004112		2016 WHITE FORD F160 XLT
004110		2016 WHITE FORD F150
004133		2016 WHITE FORD F250
004172		2016 WHTE FORD F250
004174		2016 SILVER INTERSTATE 40DLA TAG TRAILER
004175		2016 SILVER INTERSTATE 40DLA TAG TRAILER
004176		2007 WHITE FREIGHTLINER M2 WATER TRUCK
004177		2005 WHITE FREIGHTLINER M2 DUMP TRUCK
004178		2007 WHITE FREIGHTLINER M2 DUMP TRUCK
004179		2007 WHITE IHC WATER TRUCK
004203		2016 VORTED VTQ-TL3 CRASH ATTENUATOR
004204		2D18 VORTEQ VIQ-TL3 CRASH ATTENUATOR
004283		ÉNGINE REBUILD - 06 PETÈRBILT 379 SEMI TRACTOR
004202		Disirib- 2005 (MAJOR REPAIRS)
004187		2017 WHITE FORD F250
004 18 8		2017 WHITE FORD F250
004189		2017 WHITE FORD F250
004190		2017 WHITE FORD F250
004191		2017 WHITE FORD F259
004192		2D17 WHITE FORD F250
004193		2017 FORD F350 - WHITE
004 194		2017 FORD F250 4X4 · WHITE
004195		2017 FORD F250 4X4 - WHITE
004196		2017 WHITE FORD F250 4X4 2017 FORD F250 4X4 - WHITE
004197		2017 FORD F250 4X4 - WHITE
004198		2017 FORD F250 4X4 - WHITE
004199 004200		2017 FORD F250 4X4 - WHITE
004200		2017 FORD F250 4X4 - WHITE
004216		2017 INTERSTATE 40DLA TRAILER
004210		2017 INTERSTATE 40DLA TRAILER
004218		2017 INTERSTATE 400LA TRAILER
004219		2017 WHITE FORD F350
004220		2017 WHITE FORD F150 XLT
004222		2017 WHITE FORD F 150 XLT
004221		2017 WHITE FORD F150 XLT
004223		2017 WHITE FORD F150 XLT
004224		2017 WHITE FORD F550
004229		2017 WHITE FORD F150 XL-CORE TRUCK
004230		2017WHITE FORD F150 XL CORE TRUCK
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System #	Description	!
004225	2017 WHITE FORD F 150 XLT	
004226	2017 WHITE FORD F160 XLT	
004227	2017 WHITE FORD F150 XLT	
004228	2017 WHITE FORD F150 XLT	
004231	1989 KENTUCKY FURN VAN	
004232	2017 BLACK BIG TEX 140A-16 TRAILER	
004233	2017 BLACK BIG TEX 140A-16 TRAILER	
004234	2017 BLACK BIG TEX 140A-16 TRAILER	
004235	2017 BLACK BIG TEX 140A-16 TRAILER	
004236	2017 BLACK BIG TEX 140A-18 TRAILER	
004237	2017 BLACK BIG TEX 140A-16 TRAILER	
004251	2017 BLACK BIG TEX 10FT-16 TRAILER	
004252	2017 BLACK BIG TEX 10FT-16 TRAILER	
004253	2017 BLACK BIG TEX 10FT-16 TRAILER	
004254	2017 BLÁCK BIG TEX 10FT-18 TRAILER	
004255	2017 BLACK BIG TEX 10FT-18 TRAILER	
004256	2017 BLACK BIG TEX 10FT-16 TRAILER	
004257	2017 BLACK BIG TEX 10FT-16 TRAILER	
004258	2017 BLACK BIG TEX 10FT-16 TRAILER	
004259	2017 BLACK BIG TEX 10FT-16 TRAILER	
004260	2017 BLACK BIG TEX 10FT-16 TRAILER	
004261	2017 BLACK BIG TEX 10FT-16 TRAILER	
004262	2017 BLACK BIG TEX 10FT-16 TRAILER	
004263	2017 BLACK BIG TEX 10FT-16 TRAILER	
004264	2017 BLACK BIG TEX 10FT-16 TRAILER	
004265	2017 BLACK BIG TEX 10FT-16 TRAILER	
004266	2017 BLACK BIG TEX 10FT-16 TRAILER	
004275	2018 PETERBILT 567 TRACTOR	
004276	2018 PETERBILT 567 TRACTOR	
004238	2017 Ford F150	
004239	2017 FORD F150XLT	
004240	2017 FORD F150XLT	
004241	2017 FORD F150XLT	
004242	2017 FORD F150XLT	
004243	2017 FORD F150XLT	
004247	2017 FORD F150XLT	
004269	2007 TYMCO 690 VAC TRUCK	
004248	2017 FORD F550	
004248	2017 FORD F260	
004250	2018 FORD F150XLT	

Total Vahicles

CONTSTRUCTION EQUIPMENT TOTAL

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SPECIFICATIONS FOR THE CONSTRUCTION OF MONROE COUNTY KARST FARM TRAIL FROM WOODYARD ROAD TO SR-46 IN ELLETSVILLE IN SECTIONS 10, 14, 15, 23, T9N, R2W RICHLAND TOWNSHIP MONROE COUNTY, INDIANA

BOARD OF COUNTY COMMISSIONERS

Julie Thomas Lee Jones Penny Githens

Catherine Smith – Auditor Lisa Ridge – Highway Director



INCLUDES:

Notice to Bidders Bid Package Award Package General Provisions Special Provisions Forms Ordinances Standard Drawings Utilities

CHA Consulting Inc.

300 S Meridian St Indianapolis, Indiana 46225 317.7826.0461 www.chacompanies.com

Kyon Certified

Date 2/24/2021

Ryan Pattenaude P.E. Transportation Section Manager CHA Consulting Inc.

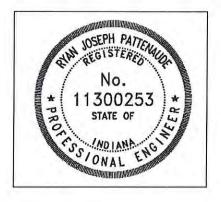


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KARST FARM TRAIL MONROE COUNTY. INDIANA

NOTICE TO BIDDERS

Sealed bids will be received at the Monroe County Legal Department, Monroe County Courthouse, 100 W. Kirkwood Avenue, Room 220, Bloomington, Indiana 47404 until Wednesday March 31, 2021 at 9:00 a.m. E.S.T. for the following:

KARST FARM TRAIL Monroe County, Indiana

Bids will be publicly opened and read aloud immediately thereafter by representatives of the Monroe County Highway Department in the Monroe County Courthouse, Judge Nat U Hill Meeting Room, 100 W. Kirkwood Avenue, Bloomington, Indiana 47404. Bids received after commencement of the meeting will be returned unopened. Bids received by facsimile machine will not be accepted. Only bids from those Contractors who are registered on the Indiana Department of Transportation's current listing of Prequalified Contractors for this type of work included in this project will be considered.

Zoom Meeting Information for the bid opening on March 31, 2021:

https://monroecounty-in.zoom.us/j/89507393344?pwd=eE43RTd3WGtGa21SVUZteFBvdE1PUT09 Meeting ID: 895 0739 3344 Password: 331824 +1 312 626 6799 US (Chicago)

The project will be awarded at the following Commissioner's Meeting on <u>Wednesday April 7</u>, <u>2021 at 10:00 a.m. E.S.T.</u>

Construction shall be in accordance with the bidding documents which are on file with the County Highway Department. Said documents may be examined by prospective bidders at the following locations:

Monroe County Highway Department 501 N. Morton Street, Room 216 Bloomington, Indiana 47404 CHA Consulting Inc. 300 South Meridian Street Indianapolis, Indiana 46225

Plans, Specifications and bidding documents may be obtained online:

Repro Graphix, https://eplanroom.reprographix.com 437 N Illinois St. Indianapolis, IN 46204 Phone 317-637-3377

Plan Charges will be listed on the online plan room.

All payments and costs of Contract Documents and related supplemental materials are nonrefundable.

Bid Documents: All bids shall be accompanied by (1) Bid Form included in the bidding

documents (2) completed Form 96 (Ind. State Board of Accounts - Rev.) with required attachments (3) Non-discrimination affidavit as required by the laws of the State of Indiana, and (4) Bid security, as described below (5) Other bidding documents as described in the instructions to bidders.

Bid Security: Bid Security in the amount of five percent (5%) of the Bid shall accompany each Bid. Bid Security may be in the form of a Bid Bond (A-310), certified check or cashier's check. If the Bidder withdraws a bid within sixty (60) days after the opening date, without consent of the Owner or fails to execute a satisfactory contract within ten (10) days after notice of acceptance, the Owner may declare the Bid deposit forfeited as liquidated damages.

Bonds: The successful Bidder will be required to furnish Performance and Payment Bonds for 100% of the Contract Sum.

The Owner reserves the right to accept or reject any Bid and to waive any irregularities in the bidding. All bids may be held for a period not to exceed 60 days, or as otherwise stated in the Contract Documents before awarding the contract.

Monroe County is an Equal Opportunity Employer in accordance with I.C. 22-9-1-10 and shall not permit discrimination against any employee or applicant for employment to be employed in the performance of the contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

Julie Thomas, Lee Jones, Penny Githens Monroe County Board of Commissioners

INSTRUCTIONS TO BIDDERS

GENERAL

The Monroe County Karst Farm Trial project has a total estimate by the Owner, at One Hundred and Fifty Thousand Dollars (\$150,000.00) and above.

<u>PROJECT</u>

Description: Monroe County Karst Farm Trail

Location: Trail Design from Woodyard Rd to SR46 IN Ellettsville IN Sections 10, 14, 15, 23, T9N, R2W

Richland Township, Monroe County, Indiana

DEFINITIONS (see Section 101 of the Standard Specifications for additional information)

The "Agreement" is the Agreement Between Owner and Contractor to be entered into by the Owner and the successful Bidder of the Project.

The "Bidding Documents" include the Notice to Bidders, Instructions to Bidders, Bid Proposal including Itemized Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non-Discrimination Affidavit, Affidavit of Subcontractors Employed, E-Verify Affidavit, Agreement Between Owner and Contractor, Plans, Specifications, including any Addenda to such documents issued prior to the receipt of Bids. All definitions included in the Contract, Specifications or the other Contract Documents shall apply to the Bidding Documents.

The "Specifications" include the Indiana Department of Transportation 2020 Standard Specifications, including all Supplemental Specifications (all directions, provisions, and requirements pertaining to the performance of the Work), General Provisions, and Special Provisions. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative.

The "General Provisions" include the general requirements for the project.

The "Contract Documents" include the Bidding Documents, Agreement, Plans, Specifications, General Provisions and Special Provisions.

The "Addenda" are written or graphic instruments issued by owner or engineer prior to the execution of the Agreement which modify or interpret the Bidding or Contract Documents by additions, deletions, clarifications and corrections.

The "Engineer" is the Owner or their authorized representative.

A "Bid" is a completed and properly signed bid proposal and itemized proposal in which the bidder proposes to perform the work, or designated portion of the work, for the sum or sums stipulated therein and supported by information called for by the Bidding Documents.

An "Alternate Bid" is an amount stated in the bid to be added to or deducted from the amount of the bid if the corresponding change in the scope of the work or products or methods of execution of the work described in the bidding documents are accepted by the owner.

"Day" means calendar day, unless otherwise specifically defined.

A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for products or services described in the bidding documents. Unit prices may be used to increase or decrease the contract sum.

SCOPE OF WORK

Bid Proposals are to provide for the construction and completion of the project in every detail of the work described. Bidder shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described, in a good and workmanlike manner and in accordance with the Contract Documents (as herein defined) as necessary to produce the results intended by the Contract Documents, including the protection of all property traversed or approached (all hereinafter called the "Work").

COMPLETENESS OF SPECIFICATIONS AND PLANS

The physical make-up and content of the Plans and Specifications are intended to be complete for preparing and submitting of Bid Proposals. However, the Bidder shall verify to its own satisfaction that all materials issued are complete. Should the Bidder discover that a page or sheet is missing, the Bidder shall notify the Engineer in writing. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction due to such missing or overlooked materials will be recognized.

The coordination of the Plans and Specifications shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Any discrepancies found between the Plans and Specifications and site conditions or any inconsistencies or ambiguities in the Plans or Specifications shall be immediately reported to the Engineer in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications will then be made. Reliance by the Bidder after the discovery of such discrepancies, inconsistencies or ambiguities shall be at the Bidder's risk.

Bidder's attention is directed to special or unusual local conditions which may exist. For example, the character and location of existing structures above and underground may not be entirely or accurately represented in the Plans. Therefore Bidder shall investigate all conditions and representations made in the Plans to its certainty prior to submitting its Bid Proposal. The information shown in the Plans is merely indicative of, or typical, of the nature of some of the existing structures the Bidder may expect to observe or encounter.

BIDDERS REPRESENTATIONS

The Bidding Documents are available for examination by the Bidder at the location(s) and time provided in the Notice to Bidders. The Bid Proposal will be furnished with each set of Plans and Specifications purchased from the Engineer. By submitting a Bid, the Bidder represents that it (1)

has fully examined the Bidding Documents, (2) has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed, and (3) submits its Bid on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner or the Engineer.

The Bidder represents that its Bid is based upon the Work described in the Bidding Documents, including materials and equipment, without exception.

Submission of a Bid will be considered as conclusive evidence of the Bidder's representations. No allowance shall be permitted to the successful Bidder by reason of any error or omission on the Bidder's part.

EXAMINATION OF THE BIDDING DOCUMENTS

During the bidding period, should questions arise as to the intent, interpretation, correction of any ambiguity, inconsistency, error or meaning of any part of the Plans, Specifications, Addenda, or any other Bidding Document that may affect the Bidder, the Bidder shall submit a written Request for Clarification to the Owner. The Owner will make such clarification only by Addendum which shall be mailed to each Bidder or may be picked up at the office of the Owner. Receipt of all Addenda shall be acknowledged with the Bid Proposal. No written Request for Clarification will be accepted by the Owner unless submitted on the Request for Clarification. All requests must be received no later than ten (10) days prior to letting. The Bidder shall not rely upon any interpretation, change or correction given by any other method.

Addenda issued as of the Bid Date shall be listed in the Bid Proposal in the space provided. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any obligations under its Bid, provided the Addendum was sent by telegram, facsimile, or by U.S. Mail to the address of the Bidder's principal office or as other furnished by the Bidder.

BIDDING REQUIREMENTS

The Owner will issue Bidding Documents, including Plans, Specifications and Addenda to Bidders, and the same are also available for viewing at the locations listed in Notice to Bidders.

It is mandatory that the Bidder visit the site prior to submitting a Bid and thoroughly familiarize itself with existing site conditions and Work to be performed as indicated in the Bidding Documents, Plans, Specifications, and Addenda. Extra compensation or extension of time will not be allowed for failure to examine the site.

Sealed Bids for the Work will be received at the time, date and location stated in the Notice to Bidders. A Bid received after the Bid Date will be returned to the Bidder unopened.

All Bids must be prepared on the Bid Proposal (including Itemized Proposal) provided in the Bidding Documents.

All blank spaces on the Bid Proposal and Itemized Proposal must be fully filled in by typewriter or in ink. Any inter-lineation, alteration or erasure on the Bid Proposal and Bid Form must be initialed by the person who signed the Bid. The Bidder shall make no additional stipulations on the Bid Proposal or Bid Form and shall not qualify its Bid in any manner.

The Bidder's Itemized Proposal shall include unit prices, amounts and totals for each item listed. The Bid Proposal shall be fully executed, signed and notarized with notary seal attached. Each copy of the Bid Proposal shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder. A Signature Affidavit is required with and as a part of the Bid if anyone other than the president of the corporation is signing the bid documents. A Bid Proposal and other documents submitted by an agent shall have a Signature Affidavit attached certifying the agent's authority to legally bind the Bidder. <u>All required bid documents must contain original hand written signatures.</u>

All copies of the Bid Proposal, the Bid Bond and any other documents required to be submitted with the Bid Proposal by statute, rules or these instructions shall be enclosed together in a single sealed envelope. Bid Proposals shall be rejected if all required documents are not in a single sealed envelope. The envelope shall be addressed to the Owner and shall be identified by the Project name, the Bidder's name and address, Bid time and Bid date. If the Bid is sent by mail, the sealed envelope must be marked with the notation "BID ENCLOSED". Oral, facsimile, telegraphic and electronic Bids will not be received by Owner.

Each bidder must file with the Bid Proposal a completely filled in <u>General Form 96</u>, as prescribed by the State Board of Accounts.

Each bidder must file with the Bid Proposal a <u>Signature Affidavit</u>, if applicable, signed by the same authorized person(s) who signed the Bidding Documents, notarized with seal affixed.

Each bidder must file with the Bid Proposal a completely filled in and executed <u>Bid Bond</u> or certified check as required by Ind. Code 36-1-12-4.5. The Bid Bond penal sum or certified check amount shall be five percent (5%) of the Bid Proposal including all additive alternatives.

Each bidder must file with the Bid Proposal a <u>Non-Collusion Affidavit</u> signed by the same authorized person(s) who signed the Bid, notarized with seal affixed.

Each bidder must file with the Bid Proposal a <u>Non-Discrimination Affidavit</u> signed by the same authorized person(s) who signed the Bid, notarized with seal affixed.

Each bidder must file with the Bid Proposal, the completed <u>Contractor's Affidavit of</u> <u>Subcontractors Employed</u> which lists the subcontractors, whose subcontract amount will be \$100,000.00 or more, with whom the Bidder proposes to perform work.

Each bidder must file with the Bid Proposal, an <u>E-Verify Affidavit</u> signed by the same authorized person(s) who signed the Bid, notarized with seal affixed.

A Bidder with proper identification may withdraw his Bid at any time prior to the scheduled time for receipt of the Bids; however, no Bid or Alternate Bid may be withdrawn without written consent of the Owner for a period of sixty (60) days after the Bid Date, or unless extended in accordance with Ind. Code 36-1-12-6. Bids received after the designated due time for any reason shall be rejected and returned unopened to the Bidder. The Owner reserves the right to accept or reject any Bid and to waive any irregularities in bidding.

The Owner reserves the right to request updated financial information or contractor experience as a basis for rejection of Bid or award of contract.

NOTICE OF AWARD AND AWARD PROCEDURE

Prior to execution of the Agreement, the Owner will issue to the successful Bidder a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Agreement is submitted for execution without further negotiation. If the successful bidder finds it in accordance with the Bidding Documents, it is to be returned to the Owner by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper Agreement and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

At the time of returning the executed Agreement to the Owner, the successful Bidder shall furnish a completed and executed Performance Bond and Payment Bond to the Owner as part of the Agreement.

BIDS MAY BE REJECTED FOR THE FOLLOWING REASONS

If the Bidder's Bid Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non Discrimination Affidavit, Contractor's Affidavit of Subcontractors Employed, or E-Verify Affidavit are not signed and notarized as required by these Instructions to Bidders.

If the Bidder has submitted a Bid Proposal that does not conform in all material respects to the Plans, Specifications and Addenda.

If the Bidder's Bid Proposal does not comply specifically with the Notice to Bidders and Instruction to Bidders.

If the Bidder has not complied with the applicable statutes, ordinances, resolutions or rules pertaining to the award of the Agreement.

If the Owner determines that the Bidder is not responsible based on the Bidder's ability and capacity to perform the Work; the integrity, character and reputation of the Bidder; or the competence and experience of the Bidder.

If no Bid Proposals received are under or within the amount of funds that are available for the Project.

If the Bidder adds any provisions to his Bid Proposal reserving the right to accept or reject the award of the Agreement.

If the Bidder adds conditions or alternates not requested to his Bid Proposal (voluntary alternates).

If there are unauthorized additions or irregularities of any kind which tend to make the Bid Proposal incomplete, indefinite or ambiguous as to its meaning or amount.

If situations develop which make it impossible or not practical to proceed with the proposed work. If subsequent to the opening of Bid Proposals facts exist which would disqualify the lowest Bidder.

If Bid Proposals are received after the designated due time as stated in the Notice to Bidders.

If all documents required to be submitted with Bid Proposal are not included in a single fully identified sealed envelope as required by the Notice to Bidder and Instructions to Bidders.

If all required Bid Proposals or alternate(s) amounts, or unit prices and equipment lists are not submitted with the Bid Proposals when specifically called for by Plans, Specifications and Addenda issued on this Project.

If sealed Bid Proposals are received in an unidentified envelope.

If the Bidder did not attend any mandatory pre-bid conference.

PERFORMANCE AND PAYMENT BONDS

Upon execution of the Agreement, Bidder is required to furnish to Owner a Performance Bond and Payment Bond covering its faithful performance and the payment of all obligations arising in relation to the Work. The Performance Bond and the Payment Bond shall each be in an amount equal to one hundred percent (100%) of the Contract Sum.

The Bonds shall be executed by a responsible surety licensed in the State of Indiana. The Bonds shall remain in effect for a period not less than one (1) year following the date of Substantial Completion or the Bidder's warranty period, whichever is longer.

SUBMISSION OF LIST OF SUBCONTRACTORS AND SUPPLIERS

The Bidder shall submit a list of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

The Bidder will be required to establish to the satisfaction of Owner the reliability and responsibility of each Subcontractor or other persons or entities proposed by the Bidder.

RETAINAGE

The Owner will retain an amount of each progress payment in accordance with the Agreement.

BID PROPOSAL

To the Board of County Commissioners of Monroe County, of the State of Indiana, hereinafter referred to as the Owner:

MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

Pursuant to the legal notice that sealed bids for the above referenced project would be received by the Board of County Commissioners of Monroe County, Indiana, the undersigned Bidder:

- 1. Acknowledges receipt of:
 - A. Bidding Documents, Plans, Specifications including the 2018 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Bidder dated______2021.

B.	Addenda:	No	, dated	No	, dated
		No.	, dated	No	, dated
		No	, dated	No	, dated

- 2. Has examined the site and all Bidding Documents, including the Agreement, Specifications and Plans. Bidder shall be responsible for performing all Work specifically required by all parts of the Bidding Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
- 3. Agrees to:
 - A. Hold this Bid Proposal open for sixty (60) calendar days after bid opening date.
 - B. Furnish a Bid Bond or certified check with this Bid Proposal for an amount specified in the Notice to Bidders and Instructions to Bidders.
 - C. If alternative bids apply, submit a Bid Proposal for each in accordance with the Instruction to Bidders.
 - D. Accept the provisions of the Instructions to Bidders regarding disposition of bid security.
 - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Bid Proposal without negotiation, and in connection therewith to:
 - 1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Bidding Documents.
 - 2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.
 - 3. Complete the Work within the specified Contract Time.

- 4. <u>NOTICE OF AWARD:</u> The Bidder agrees to execute the Contract provided by the Owner in the Bidding Documents when the Owner forwards the Notice of Award to the Bidder. Bidder agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
- 5. <u>NOTICE TO PROCEED:</u> The Bidder agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Bidder agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
- 6. <u>CONTRACT TIME:</u> The Bidder shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance within ninety (90) calendar days after the date specified in the Engineer's Notice to Proceed for commencing Work.
- 7. <u>NON-COLLUSION:</u> By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the Bid Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Bid Proposal with any other Bidder or with any competitor.
- 8. <u>ASSIGNMENT OF CONTRACTS:</u> Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
- 9. <u>BASE BID:</u> Bidder agrees to perform all work shown or specified in the Bidding Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
- 10. <u>REPRESENTATIONS AND CERTIFICATIONS</u>: The Bidder by the execution of this Bid Proposal makes the following representations and certifications as a part of his Bid Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
 - A. SURETY. Bidder has notified a surety company that it is submitting a Bid Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Bid Proposal is accepted and the Owner awards the Agreement to Bidder.
 - B. AVAILABILITY. The number or amount of other contracts and awards pending which Bidder is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
 - C. AFFIDAVIT OF NON-COLLUSION. Bidder has properly executed the Affidavit of Non-Collusion as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - D. AFFIDAVIT OF NON-DISCRIMINATION. Bidder has properly executed the Affidavit of Non-Discrimination as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.

- E. CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED. Contractor has properly executed the Contractor's Affidavit of Subcontractor's Employed as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
- F. E-VERIFY AFFIDAVIT. Bidder has properly executed the E-Verify Affidavit as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
- 11. Pursuant to Ind. Code § 22-9-1-10 and 5-16-6, the Bidder and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges or employment or any matter directly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

IN TESTIMONY WHEREOF, the Proposer (Proprietor)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this _____ day of _____, 2021.

		(Business Name)
		<u></u>
		(Address)
		By:(Signature)
		(Printed)
		(Title)
STATE OF INDIANA)) SS:	
COUNTY OF	_)	
Before me, the undersig personally appeared execution of the above Bic		on this day of, 2021, and being duly sworn, acknowledged the
		(Notary Public - Signature)
SEAL		(Notary Public - Printed)
My Commission Expires:_	. <u></u> .	
Residing in	County.	

ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Total
105	CONSTRUCTION ENGINEERING	1.00	LS		
107	INSPECTION HOLE, 3 FT DEEP OR LESS	1.00	EACH		
110	MOBILIZATION AND DEMOBILIZATION	1.00	LS	-	
201	CLEARING RIGHT OF WAY	1.00	LS		
202	FENCE, FARM FIELD, REMOVE	7.00	LFT		
203	LINEAR GRADING	11,210.00	LFT		
205	PUMP AROUND	1.00	EACH		
205	STORM WATER MANAGEMENT BUDGET	13,880.00	DOL		
205	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	1.00	LS		
207	SUBGRADE TREATMENT, TYPE II	143.00	SYS		
211	STRUCTURE BACKFILL, TYPE 2	52.00	CYS		
211	STRUCTURE BACKFILL, TYPE 5	31.00	CYS		
301	COMPACTED AGGREGATE NO. 8	3.00	CYS		
301	COMPACTED AGGREGATE NO. 53, TRAIL BASE	1,251.00	CYS		
303	COMPACTED AGGREGATE NO. 53, SHOULDER STONE	2,098.00	TON		
406	ASPHALT FOR TACK COAT	3.00	TON		
603	FENCE, CHAIN LINK, 54 IN.	2,359.00	LFT		
604	HMA FOR SIDEWALK	2,814.00	TON		
604	CURB RAMP, CONCRETE	32.00	SYS		
604	DETECTABLE WARNING SURFACES	8.00	SYS		
610	HMA FOR APPROACHES, TYPE B	32.00	TON		*****
610	PCCP FOR APPROACHES, 9 IN.	23.00	SYS		
616	RIPRAP, CLASS 2	25.00	TON		
616	GEOTEXTILE FOR RIPRAP TYPE 1B	20.00	SYS	2	
621	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.00	EACH		
621	EROSION CONTROL BLANKET	488.00	SYS		
621	FERTILIZER	0.50	TON		
621	SEED MIXTURE R	50.00	LBS		
621	MULCHING MATERIAL	0.50	TON		
714	STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 8 FT. X 5 FT.	25.00	LFT		
720	CASTING, ADJUST TO GRADE	2.00	EACH		
801	CONSTRUCTION SIGN, C	3.00	EACH		
801	CONSTRUCTION SIGN, A	10.00	EACH		
801	CONSTRUCTION SIGN, B	11.00	EACH		

ITEMIZED PROPOSAL MONROE COUNTY KARST FARM TRAIL MONROE COUNTY, INDIANA

Items Continue to Next Page

801	MAINTAINING TRAFFIC	1.00	LS		
801	BARRICADE, III-B	132.00	LFT		
802	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	267.00	LFT		
802	SIGN, SHEET, WITH LEGEND, 0.080 IN.	137.00	SFT		
808	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	38.00	LFT		
808	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	152.00	LFT		
	-		.	Total	

SUBMITTED BY: _____

AUTHORIZED SIGNATURE: ------

ADDRESS: _____

TELEPHONE: _____

EMAIL: ______

CONTRACTORS BID FOR PUBLIC WORKS

FORM 96 (Revised 2013)

Each bidder must file with the Bid Proposal a completely filled in <u>General Form 96</u>, as prescribed by the State Board of Accounts.



State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013) Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year):
1. Governmental Unit (Owner):
2. County :
3. Bidder (Firm):
Address:
City/State/ZIPcode:
4. Telephone Number:
5. Agent of Bidder (<i>if applicable</i>) :
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the public works project of
(Governmental Unit) in accordance with plans and specifications prepared by
and datedfor the sum of
\$

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this	day of	, subject to the
following conditions:		
Contracting Authority Members:		
		· · · · · · · · · · · · · · · · · · ·
(For projects of	PART II \$150,000 or more - IC 36-1-12-4	4)
Governmental Unit:		
Bidder (Firm)		
Date (month, day, year):		
These statements to be submitted un	der oath by each bidder with and as	s a part of his bid.

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work .

SECTION II PLAN AND EQUIPMENTQUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

2. Preliminary list the name and address of all subcontractors (*i.e. persons or firms outside your own firm who have performed part of the work*) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

4.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Datedat	this	day of	t,
		(Name of Organization)	
	Ву		
	1-11 - 111-111 - 111-11-11-111-111-111-		
		(Title of Person Signing)	
	ACKNOWLED	GEMENT	
STATE OF)		
COUNTY OF) SS _)		
Before me, a Notary Public, personally	appeared the above	e-named	and
swore that the statements contained in	the foregoing docum	ent are true and correct.	
Subscribed and sworn to before methis	sday	of	_
		Notary Pubnc	
My Commission Expires:			
County of Residence:			

(Address)
стѕ
CTS

SIGNATURE AFFIDAVIT

STATE OF INDIANA)				
COUNTY OF) SS:)				
Before me, the undersigne	ed notary public	, on this	day of	, 20)21,
personally appeared		and being	g duly sworn, or	n his oath says	that
he/she is	of		c	on the project,	and
affirmed that:					
(Title)		(Name of Company)			

- 1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Agreement, 2018 INDOT Standard Specification(s), including the Supplemental Specifications, General and Special Provisions, Plans and Addendums thereto), if the Bid Proposal is accepted;
- 2. The statements contained in the Non-Collusion Affidavit are true;
- 3. The statements contained in the Non-Discrimination Affidavit are true;
- 4. The statements contained in the Contractor's Affidavit of Subcontractors Employed are true; and
- 5. The statements contained in the E-Verify Affidavit are true; and
- 6. The information contained in the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96, when required, is true, correct, and current.

			(Business Nan	ne)
		Ву:	(Signature)
			(Printed)	
			(Títle)	
STATE OF INDIANA)) SS:			
COUNTY OF)			
Subscribed and sworn to , 2021.	before me, th	ne undersigned	notary public, or	n this day of
			(Notary Public - Si	gnature)
SEAL			(Notary Public - P	rinted)
My Commission Expires: Residing in	County	 /.		

BID BOND

KNOW ALL BY THESE PRESENTS, that the undersigned:

Name of Contractor: ______Address of Contractor: ______

hereinafter called the Principal, and

Name of Surety: ______Address of Surety: ______

hereinafter called the Surety, are held and firmly bound unto

Name of Owner: ______Address of Owner: ______

hereinafter called the Obligee, in the penal sum of 5% of the amount of the Principal's Bid, for the payment of which sum, well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Signed, this day of______, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into the Agreement in writing, for the construction and completion of the project in accordance with the Plans and Specifications.

NOW, THEREFORE,

- (a) If said Bid Proposal shall be rejected, or
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver the Agreement in the form attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a Performance Bond for faithful performance of the Agreement, and a Payment Bond for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of the Bid Proposal, then this obligation shall be void, otherwise the Bid Bond shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. This Bid Bond shall adhere to the requirements of Ind. Code § 36-1-12-4.5.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have set their respective hands and seals, and as representatives of their respective entities have caused their appropriate seals to be affixed and signed by their proper officers, the day and year first set forth above.

		Princ	ipal:	
		D1.4	(Business Name)	
		⊳y	(Signature)	
			(Printed)	****
		<u></u>	(Title)	
STATE OF INDIANA)) SS:			
COUNTY OF)			
Before me, the undersigned	ed notary publi	ic, on this	day of	, 2021,
personally appeared the execution of the above	Bid Bond.	as principal	and being duly sworr	n, acknowledged
		••••••••••••••••••••••••	(Notary Public - Signat	ure)
SEAL			(Notary Public - Printe	d)
My Commission Expires:				
Residing in	Count	y.		
		Suret	y:(Business Name)	
			(Signature)	
			(Printed)	
			(Title)	
STATE OF INDIANA)) SS:			
COUNTY OF)			
Before me, the undersigr	ied notary pub	lic, on this	day of	, 2021,
personally appeared execution of the above Bid		as surety an	d being duly sworn, a	cknowledged the
			(Notary Public - Signatu	ire)
SEAL		Magnific reasons and and	(Notary Public - Printed	<u></u>
My Commission Expires:			(nordry i uppo - i lillio	-,
Residing in	County	1.		

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or become due hereunder may beforfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reverence to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at______this____day of_____, 2021.

(Name of Organization)

By: _____

(Title of Person Signing)

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on Monroe County Bridge 186 in fulfilling the Agreement with the Owner.

Na	ame	<u>Trade</u>	<u>Amount</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		·	(Business Name)
		Ву:	(Signature)
			(Printed)
			(Title)
STATE OF INDIANA)		
COUNTY OF	ý SS:)		
Subscribed and sworr	n to before me, the ur 21.	ndersigned not	tary public, on this day of
SEAL			(Notary Public - Signature)
			(Notary Public - Printed)
My Commission Expire	s:		
Residing in	County.		

25

E-Verify Affidavit

"The CONTRACTOR affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

The CONTRACTOR shall require his/her/its subcontractors, who perform work under this contract, to certify to the CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The OWNER may terminate the Contract for default if the CONTRACTOR fails to cure a breach of this provision no later than thirty (30) days after being notified by the OWNER."

<< CONTRACTOR >>>

	(Firm Name)
	(Signature)
	(Printed)
	(Title)
State of Indiana. County of	SS.
	, 55.
Before me, the undersigned Notary Pub	
	blic, personally appeared
Before me, the undersigned Notary Pub	blic, personally appeared, who acknowledged the execution of the above affidavit on this 20
Before me, the undersigned Notary Pub	blic, personally appeared, who acknowledged the execution of the above affidavit on this 20

REQUEST FOR CLARIFICATION

RFC # Date:	
Project Title:	
Contractor:	
Phone #: Fax #:	
Reference Drawing No.: Specification Section:	
Clarification Request:	
<u> </u>	

Request response by: _____

Note: All responses will be made in writing and distributed to all bidders.

(Business Name)

By:______(Signature)

(Printed)

(Title)

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit documentation as require pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects.* Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If a question is not applicable, answer "NA". If the answer is none, answer "none".

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned		, as		and on behalf
	(Name)		(Title)	and on behalf
of(Contracto		wing been dul	y sworn under (oath certifies that:
Business Organization				
The form of business org	anization of the (Contractor is (check one):	
Sole Proprietor Corporation	or Partnership		lent Contractor	(Individual)
If bidder/subcontractor is	a corporation, in	ndicate the stat	e and the date	of incorporation:
Authorized to do business	s in the State of I	ndiana:	Yes[] No	o []
Describe supporting	ng documentation	n attached:		
Federal Employer I.D. #:_		······		
Social Security # (if an in	dividual or sole p	proprietor):		

The Contractor, or agent, partner, employee or officer of the Contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of state or local government. Yes [] No []

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [] No []

Subcontractors

Contractor disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A).

Yes [] No []

Contractor provided this Affidavit of Compliance to all of the above-referenced subcontractors.

No []

Yes []

Certificate of Insurance

Attached are certificates of insurance showing the following coverage:

General Liability	Yes [] No []
Worker's Compensation	Yes [] No []
Automobile Liability	Yes [] No []

Common Construction Wage Compliance

Contractor has complied with all provisions of the federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years.

Yes [] No []

Contractor has <u>not</u> been found by the Indiana Department of Labor to be in violation of the any Federal, State, or Local laws and regulations twice within a three year period. ("Yes" indicates compliance with the Act): Yes [] No []

If the above answer is "No", list the date(s) of the Department's finding of a violation:

Participation is Approved Apprenticeship Program(s)

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organizations. Yes [] No []

Describe supporting documentation attached (e.g. Standards of Apprenticeship, Apprenticeship Agreement):

Drug Testing

Contractor has a written plan for employee drug testing; Yes [] No []

OR

Contractor has signed a collective bargaining agreement that establishes an employee drug testing program. Yes [] No []

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local Yes [] No [] ordinances (Form B).

Worker's Compensation

Contractor's employees who will perform work on the project are:

Covered under a current worker's compensation policy: Yes [] No []

Properly classified under such policy:

Describe supporting documentation attached:

Yes [] No []

Fringe Benefits

Contractor's employees who will perform work on the project are covered by a health and welfare plan. Yes [] No []

Contractor's employees who will perform work on the project are covered by a retirement plan. Yes [] No []

List of employees attached (Form B). Yes [] No []

Describe supporting documentation attached (e.g. plan documents, SPDs or employee statement declining coverage):

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract work. Yes [] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoke or suspended, state the date and reason for suspension/revocation.

Documentation Attached (Contractor must initial next to each item):

- Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. **NOTE:** All subcontractors shall complete and submit an Affidavit of Compliance no later than the date and time of the contract award.
- **____Form B:** List of individuals who will perform work on the project on bchalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current worker's compensation policy, properly classified under the worker's compensation policy, and covered by a health and welfare and retirement plan.

_Certificate of Good Standing

(or other evidence of compliance with laws pre-requisite to doing business in the state)

<u>Certificate of Insurance</u>

Standards of Apprenticeship/Apprentice Agreements

_____Fringe Benefit Coverage (Health & Welfare / Retirement)

Employee Drug Testing Plan (or applicable provision from CBA in effect)

_____Worker's Compensation Coverage

____Professional or Trade Licenses

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Record of past three (3) years experience on public construction projects.

Public Body/ Project Name/ Year	Reference Name/ Phone #	Original Price/ Final Price	Subcontractors

II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
			2

Form A

Address	Work to be Performed
	· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·
	<u> </u>
	Address

Subcontractors who will Perform Work on the Project

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

- 1. Individual is an employee (E) or independent contractor (I);
- 2. Individual's trade classification (indicate apprenticeship status where appropriate);
- 3. Employee (E) is covered under Contractor's current worker's compensation (WC) policy;
- 4. Employee (E) is covered under a health and welfare (H&W) plan and retirement plan provided by the employer(ER) or declined coverage (Declined).

Name	ЕЛ	Trade	WC V/N	H&W	Retirement
			Y/N	ER/Other	ER/Declined
· · · · · · ·					
					-
			1		
			[
		<u></u>			· · · ·
			-		
		1			

VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such changed by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Indiana County of _____

Subscribed and sworn to before me this _____day of ______, 20 .

Notary Public Signature & Seal

NOTICE OF AWARD

TO: (Business Name)

(Address)

Project Description:______.

You are hereby notified that your Bid Proposal has been accepted for the items and amounts listed in your Itemized Proposal dated_____.

If you fail to execute the Agreement and to furnish the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice of Award, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond or certified check. The Owner will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____, 2021.

(Owner Name)

By:_____(Signature)

(Printed)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2021.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this _____day of ______, 2021, by and between Monroe County, Indiana ("Owner") and ______ ("Contractor"), for the

project known as "Monroe County Bridge 186 on Old Dutch Church Road over Jacks Defeat Creek" (the "Project"). Owner and Contractor agree as set forth below:

1. THE WORK. The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. SUPERVISION AND CONSTRUCTION PROCEDURES. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. LABOR AND MATERIALS. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. SUBCONTRACTORS. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- 1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 2. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- 3. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
- 4. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:
 - a. employed or retained any company or person, to solicit or secure this Agreement;
 - b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period. 2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Plans and the Specifications identified in Exhibit A hereto, and written modifications issued after execution of this Agreement. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Plans or Specifications that affect its Work. The coordination of the Plans and Specifications shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. CONTRACT SUM AND PAYMENTS. Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal dated ______

, _____\$ ("Contract Sum"), which is attached hereto and made a part of this Agreement.

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the ContractSum.

A. APPLICATIONS FOR PAYMENT. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials also incorporated in the Work at the rate of Ninety-five percent (95%) of such value of the Work until the Work is substantially completed. The Contractor will be

paid Ninety-five percent (95%) of the monthly estimate, the remaining five percent (5%)will be retained by the Owner. No partial payment will be made nor estimates submittedwhen the total value of the Work done since the last estimate amounts to less than

\$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. Atleast ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed inaccordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such ascopies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposedProgress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This ProgressSchedule, once approved by Owner, shall be used as a basis for reviewing Contractor'sApplications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior tomaking said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety-five percent (95%) of the net value of storedmaterials or equipment. The requirements for storage and payment for such designatedmaterials shall follow the requirements of the Contract Documents.

B. PAYMENT OF SUBCONTRACTORS AND MATERIALMEN. The Contractor agrees to assume and does assume full and exclusive responsibility for thepayment of subcontractors, laborers, material suppliers, and those performing services incompliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. Theobligation of the surety shall not in any way be affected by the bankruptcy, insolvency, orbreach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantialbreach of contract on the part of the Contractor. Based on a breach of contract, the Ownermay, in addition to all other remedies, withhold all payments not yet made and recover allpayments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of theContractor to return all such payments previously made in such case.

Upon receipt of a progress payment, Contractor shall pay promptly all valid bills andcharges for materials, equipment, labor and other costs in connection with or arising outof the Work and will hold Owner free and harmless from and against all liens and claimsof liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability

in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against C. Owner, the Project, the real estate, or contract proceeds by any person claiming that Con- tractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable manner as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment

suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within one hundred eighty (180) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. DATE OF COMMENCEMENT AND COMPLETION. Contractor shall commence its Work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve Final Completion within 120 calendar days thereafter, subject to adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. COMMENCEMENT. It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

5. MISCELLANEOUS PROVISIONS

A. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Indiana.

B. SUCCESSORS AND ASSIGNS. Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was

intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

E. E-VERIFY PROGRAM. The Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this _____day of ______, 2021.

	Contractor:
	Contractor:(Business Name)
	By:
	By:(Signature)
	(Printed)
	(Title)
STATE OF INDIANA)) SS:	
COUNTY OF)	
Before me, the undersigned notary public, or	n this day of, 2021,
personally appearedas C the execution of the above Agreement.	Contractor and being duly sworn, acknowledged
	(Notary Public - Signature)
SEAL	
	(Notary Public - Printed)
My Commission Expires:	
Residing inCounty.	
IN WITNESS WHEREOF, the Owner does here hereunder set his hand thisday of	

		By:		
		-,	(Signature)	
			(Signature)	
			(Signature)	••••••••••••••••••••••
STATE OF INDIANA	SS:			
COUNTY OF)				
Before me, the undersigned	notary public, on	this day	of	_, 2021,
personally appeared execution of the above Agreen		vner and being d	uly sworn, acknowled	lgedthe
			tary Public - Signature)	
SEAL		(N	otary Public - Printed)	
My Commission Expires:		(in	any rabio - ranouy	
Residing in	County.			

EXHIBIT A

THE PLANS AND SPECIFICATIONS

Item	Date	Prepared By
Standard Specifications w/Supplementals	2020	Indiana Department of Transportation
Standard Drawings	2020	Indiana Department of Transportation
General Provisions	12/2020	CHA Consulting Inc.
Special Provisions	12/2020	CHA Consulting Inc.
Plans	12/2020	CHA Consulting Inc.

The standard specifications, supplemental specifications and standard drawings to be used for this project are the same as those used for projects let through INDOT based on the letting of the project. This information may be obtained through INDOT.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)	
(Address of Contractor)	
a and	_, hereinafter called Principal,
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called OWNER , in the penal sum of(\$).	Dollars
In lawful money of the United States, for the payment of which we bind ourselves, successors, and assigns, jointly and several	
THE CONDITION OF THIS OBLIGATION is such that whereas certain contract with the OWNER, dated theday of which is hereto attached and made a part hereof for the constru	, 2021, a copy of

IN WITNESS WHEREOF, this instrument is executed in			counterparts,
each one of which shall be deemed an origina of	(Number)	day	
, 2021.			
ATTEST:			
(Principal) Secretary		Principal	
(SEAL)			
	By		
	5	(Name)	
(Witness as to Principal)		(Address)	489944499744498744494 <u>-</u>
(Address)	-	n e da Marca	
		Surety	
ATTEST:			
(Surety) Secretary			
(SEAL)			
	Ву		
Witness to Surety		Attorney-in-F	act
(Address)		(Address)	

NOTE:Date of BOND must not be prior to date of Contract.If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

(Name of Contracto	or)
(Address of Contract	or)
a and	, hereinafter called Principal,
(Name of Surety)	
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner))
nereinafter called OWNER, in the penal sum of	
Dollars \$	
n lawful money of the United States, for the payment of w we bind ourselves, successors, and assigns, jointly and se	
THE CONDITION OF THIS OBLIGATION is such that wh certain contract with the OWNER, dated theda of which is hereto attached and made a part hereof for the	ay of, 2021, a copy

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said **SURETY** for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that this bond is furnished to the **OWNER** in compliance with I.C. 36-1-12-13.1 as a statutory bond and said statute is incorporated herein by reference and made a part of this Payment Bond, which statute requires the wording of I.C. 36-1-12-13.1 (c) to be specified on the Payment Bond.

IN WITNESS WHEREOF, this instrument is executed in(Number)			counterparts,
each one of which shall be deemed an original, this the of		(Number)	day
, 2021.			
ATTEST:			
(Principal) Secretary		Principal	
(SEAL)	Ву		
		(Name)	
(Witness as to Principal)		(Address)	endeletande entre en estre de estre tra
(Address)			
		Surety	
ATTEST:			
	By		
Witness to Surety	_,	Attorney-in-Fa	ct
(Address)		(Address)	

NOTE: Date of **BOND** must not be prior to date of Contract. If **CONTRACTOR** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

	NOTICE TO PROCEED	
	TO:	Date:
	<u></u>	
You are hereby noti complete the WORK within all WORK is therefore	_, 2021, on or before_ _consecutive calendar	RK in accordance with the Contractdated , 2021, and you are to days thereafter. The date of completion of 2021,
		, INDIANA
	Title	
	ACCEPTANCE	OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by_____

this

the_____, 2021.

Ву_____

Title_____

ORDINANCE 2010-25

Responsible Bidder Ordinance

WHEREAS, the Monroe County undertakes a variety of public improvements, some of which Bidding is required under Indiana Code; and,

WHEREAS, the Indiana Code refers to allowing bids awarded only to Responsible bidders; and,

WHEREAS, the Monroe County Board of Commissioners feel it is in the best interest of the County and bidders to have a written policy regarding who is a responsible bidder.

NOW, THEREFORE, be it ordained by the Monroe County Commissioners that the Monroe County Code be amended to include the attached exhibit A as Code section 275.

BOARD OF COMMISSIONERS OF MONROE COUNTY

"AYES"

"NAYS"

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Iris F. Kiesling, Vice President

Mark Stoops, Member

Mark Stoops, Member

Patrick Stoffers, President

ATTEST: ____, 2010

Amy Gerstman, Auditor

CHAPTER 275

RESPONSIBLE BIDDER

275-1. Ритрозе

The Responsible Bidder Ordinance shall serve to define the term "responsible as used in Indiana Code 36-1-12-4.

275-2. Applicability

This Chapter of the Monroe County Code shall apply when:

(a) The County is seeking a contract or service to perform public work. Public work, in this contaxt, means the construction, reconstruction, alteration, or renovation of a public building, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment. The term also includes any public work leased by the County under a lease containing an option to purchase; and

(b) The cost of the contract or service will be at least one-hundred-fifty thousand dollars (\$150,000).

275-3 Criteria,

A "responsible bidder" shall meet all the bid and contract specifications, and shall:

(a) Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;

(b) Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);

(c) Confirm compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions);

(d) Provide the County with certificates of insurance indicating the following coverage, when such is required in the bid or contract specifications, and in amounts stated in the bid specifications or contract;

- (1) General liability;
- (2) Worker's compensation;
- (3) Completed operations;
- (4) Automobile;
- (5) Hazardous occupation;
- (6) Product liability;
- (7) Professional liability;
- (8) Pollution liability;

EXHIRIT

(9) Asbestos abatement liability;

- (10) Property insurance; and
- (11) Any additional insurance required by the bld specifications or contract;

(e) Affirm, where workers' compensation insurance is required under the bid specifications, that all employees are (1) covered under a current worker's compensation insurance policy and (2) properly classified under such policy; and also, where worker's compensation insurance is required under the bid specifications, submit a copy of the "Declarations Page(s)" of the contractor's workers' compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker's compensation insurance Declarations Page(s) which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code; and, upon the City's request, submit a copy of any worker's compensation insurance annual premium audit documents.

(f) Indicate compliance with Indiana Code § 5-16-7 et. seq., the Indiana Common Construction Wage Act;

(g) Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer or manager employed by the bidder;

(h) At the time of submitting the bld, disclose the name and address of each subcontractor from whom the bidder has accepted a bid end/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of the threshold set forth in Section 275-2(b) of the Monroe County Code shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to the Monroe County, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;

(i) State that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;

(k) Provide information as to the substance abuse policy that pertains to all of the bidder's employees working on the project; and

(I) Confirm that all apprentices to be used on the project are registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training (or any state or federal successor agency).

275-4 Certified Payroll.

All contractors and subcontractors are required to submit to the awarding

agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bld specifications or contract.

275-5 Additional Criteria.

The County may also request evidence of and/or consider the following factors when identifying responsible bidders for the purpose of awarding contracts under this Chapter:

(a) The ability, capacity, and skill of the bidder to perform the contract;

(b) The capacity of the biddar to perform the contract promptly and efficiently, or within the time specified, without delay or interference;

(c) The character, integrity, reputation, and experience of the bidder;

(d) The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the County;

(e) The bidder's default under previous contracts, whether or not such contract was with the County;

(f) The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the County;

(g) The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

(h) The financial ability of the bidder to perform the contract;

(I) A statement regarding and/or disclosures of:

(1) Any determination by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Common Construction Wage Law, or the federal Davis-Bacon Act;

(2) Any findings of "non-responsibility" by federal, state, or local departments;

(j) Any additional factors the County determines relevant for the contract.

275-6 Lowest Bidder Not Chosen,

When the contract is awarded to a blidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by Monroe County.

275-7 Multiple Low Bids.

When two or more responsible bidders submit the same low bid, the contract shell be granted to the bidder whose headquarters are geographically closest to the Monroe County; but if both low bidders are headquartered within the Monroe County, then the winning bid shall be determined by drawing lots in public at a meeting of the Board of County Commissioners;

275-8 Access to Public Records Act.

All submissions tendered under this Chapter by a contractor or subcontractor shall be public records subject to review pursuant to Indiana Code § 5-14-3-1 at seq., the Indiana Access to Public Records Law.

275-9 Severability. If any portion of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions or applications of this ordinance which can be given effect without the invalid portions or applications, and to this end, the portions of this Ordinance are severable. 266-16. Effective Date

This Ordinance is effective upon passage.

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[end of chapter]

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~ INDEX TO THE ~ GENERAL PROVISIONS

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GP1. CONTRACT DOCUMENTS:

The "Contract Documents" include the Bidding Documents, Agreement, Plans, Specifications, General Provisions and Special Provisions. It is the intent of these Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred will be supplied whether or not specifically called for.

The "Bidding Documents" include the Notice to Bidders, Instructions to Bidders, Bid Proposal including Itemized Proposal, Signature Affidavit, Bid Bond, Non-Collusion Affidavit, Non-Discrimination Affidavit, Affidavit of Subcontractors Employed, Agreement Between Owner and Contractor, Plans, Specifications, including any Addenda to such documents issued prior to the receipt of Bids. All definitions included in the Contract, Specifications or the other Contract Documents shall apply to the Bidding Documents.

The "Specifications" include the Indiana Department of Transportation 2016 Standard Specifications, including all Supplemental Specifications (all directions, provisions, and requirements pertaining to the performance of the Work), General Provisions, and Special Provisions. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative.

GP2. PRECONSTRUCTION CONFERENCE:

Before the Contractor is issued a Notice to Proceed, a conference attended by the Owner, Engineer, Contractor and others as appropriate will be held. The purpose of this conference will be to discuss procedures for making submittals, processing applications for payment, and to establish other procedures and understandings bearing upon coordination and performance of the work.

GP3. PROGRESS SCHEDULE;

Within ten days after the date of the Notice to Proceed, the Contractor shall submit to the Engineer for review a proposed schedule indicating the starting and completion dates of the various stages of the work to be performed under this contract. The Engineer shall review the proposed schedule to determine conformity with the contract and will make recommendations to the Owner concerning approval thereof; however, the review, approval or other action taken by the Engineer or Owner in respect of such schedules shall not relieve the Contractor of its obligations to perform the work within the contract schedule(s).

GP4. <u>SUPERVISION</u>;

Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

GP5. <u>RESIDENT SUPERINTENDENT:</u>

The Contractor shall keep on the work site at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

GP6. OBSERVATION OF WORK:

The Engineer and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for observation.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for observation and, if the observation is by an authority other than the Engineer, the date fixed for such observation. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of the re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the Contractor shall pay the cost, unless he shows that the defect in the work was caused by another Contractor, and in that event the Owner shall pay the cost of the re-examination and replacement.

GP7. <u>CHANGES IN THE WORK:</u>

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except thatany claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or changes shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Engineer, or a written order from the Engineer stating that the Owner has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered. The payment of extra work will be made in accordance with Section 109.05 of the Standard Specifications.

GP8. PROJECT RESPONSIBILITY:

Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

GP9. STANDARDS OF QUALITY:

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for in the Contract Documents shall expressly run for the benefit of the Owner. If requested by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

GP10. WARRANTY OF WORK:

Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

GP11. PARTIAL PAYMENTS:

All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety-five percent (95%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety-five percent (95%) of the monthly estimate, the remaining five percent (5%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in

the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety-five percent (95%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

GP12. FINAL PAYMENT:

When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within one hundred eighty (180) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

GP13. PERMITS:

All permits and licenses which may be required due to construction methods such as, but not limited to, borrow or disposal pits, stream crossings, causeways, work bridges, cofferdams, etc., but which are not part of the contract documents shall be procured by the Contractor prior to beginning the work which requires the permit.

All charges, fees, and taxes shall be paid, and all notices necessary and incidental to the due and lawful prosecution of the work shall be given.

GP14. UTILITIES:

The Contractor shall be responsible for contacting and coordinating with all utilities affected by this project. The Contractor shall notify any utility which might have facilities in the way of the construction two weeks prior to beginning work. Contract working days will be charged unless the Contractor can show written evidence that he is making every possible effort on his part to get the utility work completed.

The Contractor's attention is directed to Section 107.20 regarding his responsibility for Utility Properties and Service. No work is to commence until all utility owners have been contacted and the exact location and depth of existing lines has been established and the necessary arrangements for the protection thereof have been made. All work to be performed adjacent to existing lines shall be done in the presence of utility personnel, unless permission is otherwise granted from the particular owner involved.

GP15. INSURANCE:

The Contractor shall maintain such insurance as well as protect himself from claims under Workmen's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to his employees and all others; and from claims for damages to property, any or all of which may arise out of or result from the Contractor's operation under the Contract, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them.

The types and minimum amounts of insurance to be provided for by the Contractor shall be in accordance with Section 103.04 of the Standard Specifications.

Contractor shall submit a "Certificate of Insurance" indicating the above necessary coverage as well as naming the Owner, its employees and representatives and the Engineer as "Additional Insured" on all policies except Worker's Compensation.

SPECIAL PROVISIONS

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SP16.	PUMP AROUND
SP17.	INSPECTION HOLE
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SPECIAL PROVISIONS

SP1. SPECIFICATIONS:

The following Special Provisions are in addition to the Indiana Department of Transportation 2020 STANDARD SPECIFICATIONS which Standard Specifications shall apply to this contract unless otherwise noted.

These Special Provisions shall govern over the Standard Specifications.

Where the words "Standard Specifications" and also where reference consisting of a letter and number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation 2020 STANDARD SPECIFICATIONS.

SP2. SCOPE OF WORK:

The intent of these Special Provisions together with the Standard Specifications and Plans is to provide for complete construction of the following structure, designated as:

KARST FARM TRAIL

MONROE COUNTY, INDIANA

The proposed construction will consist of:

2.1 mile 10 feet wide trial from Woodyard Road to SR-46 as well as a Box Culvert and all other work incidental to the construction, all as more fully set forth in the Plans and Special Provisions.

SP3. PROTECTION OF FIELD TILE:

Field tiles encountered and affected by the scope of work specified within the contract documents shall be given positive outlet. Any tile damaged by the Contractor's operations shall be replaced by the Contractor at his own expense.

SP4. BARRICADES, TRAFFIC SIGNS AND LIGHTS:

The Contractor shall erect barricades and maintain traffic signs and lights wherever required for safeguarding the public and they shall be acceptable to the Engineer.

SP5. STARTING WORK:

The Contractor shall start work within fifteen (15) calendar days after date of Engineer's Notice to Proceed.

SPECIAL PROVISIONS

SP6. PRECONSTRUCTION CONFERENCE:

The Contractor shall have a preconstruction conference with the Engineer prior to start of work.

SP7. CONTRACT TIME:

The Contractor shall have all work completed and ready for acceptance in seventy-five (75) calendar days after date of Notice to Proceed.

Extension of contract time, if required, shall be in accordance with 108.08.

SP8. TRAFFIC SIGNS:

All signs shall conform to current Indiana Manual on Uniform Traffic Control Devices and Section 801 of the Specifications. See INDOT Standard Drawings E 801-TCSN-01 thru E801-TCSN-06 for Traffic Control Sign Details.

SP9. DECREASED OR INCREASED QUANTITIES OF WORK:

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate the right of the Engineer to increase or decrease quantities of work.

SP10. CAPPING CUT AND FILL SLOPES STEEPER THAN 3:1:

Description: This work shall consist of:

- (a) Covering soil slopes with a cohesive soil to establish vegetation;
- (b) use of soil reinforcement materials and blankets for mulching seed as shown on the plans and in accordance with these requirements;

SP11. PERMITS:

A U.S. Army Corps of Engineers Regional General Permit (RGP) and Section 404 Permit of the Clean Water Act (CWA) was approved on January 15, 2020. An Indiana Department of Environmental Management (IDEM) Section 401 Regional General Permit was applied for on January 3, 2020 and the project was determined to meet the terms and conditions of the RGP.

SP12. COOPERATION WITH PUBLIC UTILITIES:

The Contractor shall notify any utility which might have facilities in the way of the construction two weeks prior to beginning work.

The Contractor's attention is directed to Section 107.20 regarding his responsibility for Utility Properties and Service. No work is to commence until all utility owners have been contacted and the exact location and depth of existing lines has been established and the necessary arrangements for the protection thereof have been made. All work to be performed adjacent to existing lines shall be done in the presence of utility personnel, unless permission is otherwise granted from the particular owner involved.

SP13. AT&T TRANSMISSION FIBER LINE:

AT&T Transmission owns a fiber Line that crosses at approximately Station 119+75 Line "RP-KF". The AT&T Transmission representative (Charles Van Hoorn Cell:309-678-2711) shall be notified 7 days prior any work in the vicinity of their facilities. If directed by the engineer or AT&T Transmissions representative the Contractor shall hand dig over the facilities.

SP14. UTILITY INFORMATION:

All applicable sections of 105.06 and 107.20 shall apply except as amended elsewhere within the contract documents and as follows:

Coordination with any applicable utility is the sole responsibility of the Contractor.

The Contractor shall be responsible for contacting the applicable utilities to coordinate his work prior to the commencement of any construction activities.

The utility status as of <u>December 4, 2020</u> is as follows:

Monroe County Karst Farm Trail

Utility	unty Karst Farm Trail Utility Status
AT&T Distribution Attn: Tod Moore 4517 E Indiana Bell Court Bloomington, IN, 47408 Email: <u>tm1925@att.com</u> Office: 812-334-4718 Cell: 812-606-2957	Tod Moore signed Section 1C of a workplan on December 16 2019 and designated Domenic Ferlaino as the construction emergency contact. Domenic Ferlaino can be contacted at 317-525-1472.
AT&T Transmission Attn: Ken Colwell 22 W. Jackson St. Woodstock, IL, 60098 Email: <u>kc1298@att.com</u> Office: 312-734-2223 Cell: 630-838-9249	Ken Colwell signed Section 2F of a workplan on December 4, 2020 and Ken is also the construction emergency contact for this project.
City of Bloomington Water, Storm Water, & Sanitary Sewer Attn: Jane Fleig 600 E. Miller Drive P.O. Box 1216 Bloomington, IN, 47402 Email: fleig@bloomington.in.gov Office: 812-349-3631	Jane Fleig signed Section 1C of a workplan on October 2, 2019. The construction emergency contact number is 812-339-1444 and has a 24- hour operator.
<u>Comcast</u> Telecommunication Attn: Greg White 1600 W Fountain Drive Bloomington, IN, 47402 Email: <u>Greg White@comcast.com</u> Office: 317-516-2358 Cell: 812-325-5280	Greg White signed Section 1C of the workplan on February 2, 2020. and Greg is also the construction emergency contact for this project.
Duke Energy Electric Distribution Attn: Jared Dickey 2727 Central Ave. Columbus, IN 47201 Email: Jared.dickey@duke-energy.com Office: 812-375-2111 Cell: 812-343-6271	Jared Dickey signed section 2F of a workplan on May 28, 2020, and Jared is also the construction emergency contact for this project.
Duke Energy Electric Transmission Attn: Dwayne Wright 1000 E Main Street Plainfield, IN, 46168 Email: <u>DEI-TLine@duke-energy.com</u> Office: 317-838-2044	Dwayne Wright signed section 1C of a workplan on April 8, 2020, and Dwayne is also the construction emergency contact for this project.

Table continues to next page...

Utility	Utility Status
Eastern Richland Sewer Corporation (ERSC) Wastewater Attn: Phil Peden 5045 N Maple Grove Road Bloomington, IN, 47404 Email: pipeden@yahoo.com Office: 812-327-5293	Phil Peden signed Section 1C of a workplan on October 3, 2019 and designated Shannon Reed as the construction emergency contact. Shannon can be contacted at 812-320-7313.
Smithville Communications Communications Attn: Joseph Bryniarski Email: Joe.Bryniarski@smithville.com Office: 812-935-2262 Cell: 812-320-9317	Joseph Bryniarski signed section 2F of a workplan on July 17, 2020, and Joseph is also the construction emergency contact for this project.
South Central Indiana REMC Electric Attn: Howard McCormick 300 Morton Avenue Martinsville IN, 46151 Email: howardm@sciremc.com Office: 765-352-4751 Cell: 317-697-0189	Howard McCormick signed section 1C of a workplan on January 28, 2020, and Howard is also the construction emergency contact for this project.
<u>Town of Ellettsville</u> Water, Storm Water, & Sanitary Sewer Attn: Michael Farmer 1150 W Guy McCown Drive Ellettsville, IN, 47429 Email: <u>mfarmer@bynumfanyo.com</u> Office: 812-825-9760 Cell: 812-327-8030	Michael Farmer signed section 2F of a workplan on July 27, 2020, and Michael is also the construction emergency contact for this project.
Van Buren Water, Inc. Water Attn: Michael Farmer 4385 W St. Rd. 45 Bloomington, IN, 47403 Email: <u>mfarmer@bynumfanyo.com</u> Office: 812-825-9760 Cell: 812-327-8030	Michael Farmer signed section 1C of a workplan on July 27, 2020, and Michael is also the construction emergency contact for this project.
Vectren Distribution Natural Gas Attn: Mostafa Khallard 8399 Zionsville Road Indianapolis, IN 46268 Email: <u>Mostafa.khallad@centerpointenergy.com</u> Office: 765-287-2150	Mostafa Khallard signed Section 1C of a workplan on October 2, 2019. The construction emergency contact number is 1-800-227-1376 and has a 24-hour operator.
Vectren Transmission Attn: Jeff Donnelly 1 North Main Street Evansville, IN, 47711 Email: Jeff.donnelly@centerpointenergy.com Office: 812-491-5558 Cell: 812-431-5670	Jeff Donnelly signed Section 2F of a workplan on September 17, 2019. The construction emergency contact number is 1-800-227-1376 and has a 24-hour operator.

SP15. LINEAR GRADING:

Description

This work shall consist of all grading and materials required to set the grade of the trail. This type of earthwork will not require benching.

Construction Requirements

Construction requirement shall be in accordance with 203.

Method of Measurement

Linear grading will be measured by linear foot. Measurement will be made once along the survey centerline. Deductions will be made for bridges. Classes of excavation and borrow will not be measured for payment.

Basis of Payment

Linear Grading will be paid for at the contract unit price per linear foot.

SP16. PUMP AROUND:

Description

This work shall consist of furnishing, installing, and maintaining a pump-around in accordance with 105.03.

The pump-around shall be part of the temporary erosion control plan and shall be constructed with the other temporary erosion control measures in accordance with 205.

Materials

Materials shall be in accordance with 205.02.

The pump around dikes shall be constructed of non-erodible materials. Sandbag dikes shall be covered with impervious plastic sheeting and shall be placed on the open channel side of the dikes. Sheet piling shall be watertight. Pump around and dewatering hoses shall be made of impervious material.

Construction Requirements

The Contractor may use an alternate method for the channel work as shown on the plans, pending the approval of the Engineer. If an alternate method is proposed, the Contractor shall make the appropriate permit application or amendment.

Traversing the channel reach with equipment within the work area where no work is proposed shall be avoided. If equipment is required to traverse such a reach for access to another area, timber mats or similar measures shall be used to minimize disturbance to the channel. A temporary channel crossing shall be used only when necessary and as approved by the Engineer.

The erosion and sediment control measures adjacent to the channel area shall be installed before construction on the pump-around can begin. All work shall stay within the construction limits. Disturbance within that area shall be minimized.

Work shall not be conducted during rain events.

Pump-Around

The pump-around shall be in accordance with the following:

Dewatering of the channel shall be performed by using a mechanical pump. The intake suction hose shall be floated as long as possible to prevent the pump from pulling sediment from the bottom of the pooled area.

Sandbag dikes shall be installed at the upstream and downstream ends of the work area as shown in the details, and the channel flow shall be pumped around the work area. The pump shall discharge onto a stable velocity dissipater consisting of riprap or sandbags or other medium as approved by the Engineer. The upstream intake hose shall be fitted with a woven wire mesh screen for fish protection. The mesh opening for fish screens shall not exceed 0.094 in.

Water trapped within the work area shall be pumped to a sediment filtering measure such as a dewatering basin, sediment bag, or other device approved by the Engineer. The sediment filtering measure shall be located such that the water drains back into a stabilized area and into the channel below the downstream dike.

Dewatering Filter Bag

A dewatering filter bag shall be securely connected to the end of the discharge hose.

The dewatering bag shall be a single-use or reusable type of bag and shall be constructed of non-woven, polypropylene geotextile material. The bag shall have the following minimum specifications:

Permittivity	1.4 sec ⁻¹
Grab Tensile	205 lbs
Weight	8 oz/sys
Apparent Opening Size8	80 US Sieve

The dewatering bag shall be placed on a flat surface and on riprap or sandbags to help increase the flow through the dewatering bag and help dissipate the velocity.

Water shall be pumped from the channeled area at a rate not to exceed the maximum manufacturer's recommended flow rate of the dewatering bag.

Dewatering bags shall be placed in a location in which runoff from the bag will pass through additional sediment control measures prior to leaving the site.

Following the completion of the dewatering, the sediment accumulated within the dewatering bag shall be removed from the bag and placed in an upland area.

Maintenance and Inspection

The diversion measures shall be inspected within 24 h of each rainfall event and at least once every seven calendar days. The sediment and debris from the channel or upstream clean water dike shall be removed. The dikes shall be repaired as needed. All outlets shall be checked and repaired as needed to prevent washouts. The dewatering filter bag shall be checked, cleaned and repaired or replaced as needed.

Removal

Pump-around shall be removed after construction in the main channel is complete and permanent erosion control features have been established. Any area disturbed by the pump-around measures shall be returned to its original condition and revegetated as needed.

Method of Measurement

Pump-around will be measured by the number of units installed, complete in place.

Basis of Payment

The acceptable quantities of pump-around will be paid for at the contract unit price per each.

Payment will be made under:

Pay Item	Pay Unit Symbol

Pump AroundEACH

The cost of furnishing all materials, equipment, labor, installation, maintenance, and removal required for dewatering and operation of the temporary pump-around shall be included in the cost of pump-around.

The cost of temporary channel crossings if required shall be included in the cost of the pump-around.

SP17. INSPECTION HOLE:

Description

This work shall consist of digging inspection holes in accordance with 105.03, to verify the exact location of underground utilities that are in potential conflict with the proposed construction.

Materials

Materials, tools, equipment, labor and incidentals shall be provided as required.

Construction Requirements

Utility locates and coordination shall be in accordance with 105.06 and 107.20. Once utility locates are marked in the field, inspection holes shall be dug at critical locations as agreed upon by the Department along the marked locates where the utility is within 2 ft of the proposed construction. The inspection holes shall be dug to a depth to either the underground utility or to a depth 1 ft below the proposed construction elevation, whichever is shallower. The inspection hole shall be as large as necessary to search for the marked underground utility within 2 ft horizontally of each side of the marked locate. If the utility is found, as directed, outside the 2 ft horizontal distance from the locate mark, then it shall be considered as an additional inspection hole.

The results of inspection holes shall be plotted on the plan sheets and provided in .pdf format to the Engineer within seven calendar days of completing the inspection holes. The results shall include the utility owner, type, size and material of the utility, station, offset and elevation of the top of the utility. If a utility is not found for a particular inspection hole, then the information shall include the station, offset, elevation and dimensions of the inspection hole.

Once the Contractor no longer requires the inspection hole to remain open, it shall be backfilled and compacted with B borrow in accordance with 211. If the inspection hole is to remain open beyond the day that it was dug, it shall be marked and protected to provide warning that the hole exists.

Method of Measurement

Inspection holes for underground utility verification will be measured per each.

Basis of Payment

Inspection holes for underground utility verification will be paid for at the contract unit price per each.

Payment will be made under:

Pay Item	Pay Unit Symbol
Inspection Hole, 3 ft Deep or Less Inspection Hole, Deeper Than 3 ft	

The cost of digging, backfilling, B borrow, measuring, preparing and submitting results, coordination, and all necessary incidentals shall be included in the cost of inspection holes.

SP18. CONTRACT QUESTIONS:

Submit all questions in writing to the following address:

CHA Consulting Inc. Attn. Ali Hekmatfar, Ph.D., P.E. 300 South Meridian Street Indianapolis, IN 46225

Questions may also be sent via email to ahekmatfar@chacompanies.com. All questions must be received prior to 9:00 a.m. local time, <u>2021</u>. A written response will be delivered to the Record of Plans Purchased that is required to be filled out by anyone purchasing plans. No questions will be answered by telephone.

ORDINANCES

~ INDEX TO THE ~ ORDINANCES

Description

NOISE CONTROL ORDINANCE

CHAPTER 380

NOISE CONTROL

380-1. Definitions

As used in this Chapter, unless the context clearly requires otherwise;

"Amplified Sound" means any sound, including voice and music, whose loudness is increased by an electric or battery powered amplifier and speaker(s), either separately, or in conjunction with, other components; it includes sound produced by a radio, audio-tape or compact disc player, loud speaker system, motor vehicle horn or signaling device, siren or musical instrument.

"Emergency Work" means work that is necessary to restore property to a safe condition following a public calamity, or work that is required to protect persons or property from an imminent danger, or work by a private or public utility that is necessary to restore utility service.

"Holiday" means the following six days as observed according to IC 1-1-9-1: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, Christmas Day.

"Motor Vehicle" means any self-propelled vehicle as defined in IC 9-13-2-105.

"Muffler" means any device used upon a motor vehicle whose purpose is the quieting of engine combustion noises including the quieting of the noise of intake and exhaust gases upon a motor vehicle.

"Person" means an individual, firm, partnership, corporation, association, fiduciary, limited liability company, or governmental entity.

"Unreasonable Noise" means sound that is of a volume, frequency, or pattern that prevents, disrupts, injures, or endangers the health, safety, welfare, prosperity, comfort or repose of reasonable persons of ordinary sensitivities, given the time of day or environment in which the sound is made.

380-2. Public Policy and Purpose

It is the public policy of Monroe County, Indiana, to prohibit unreasonable noise from all sites, sources, and/or persons that are subject to the County's police power. The purpose of this Chapter is to establish the definitions, standards, and procedures necessary to effect the foregoing policy, and to recognize certain situations that constitute reasonable exceptions to the policy.

380-3. Noises Prohibited

Except as otherwise provided in this Chapter, it shall be unlawful for any person to:

(A) cause or make any unreasonable noise or to allow any unreasonable noise to be

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caused or made in or on any real or personal property;

- (B) operate, at a site or from a fixed location, a device that produces amplified sound which is clearly audible at a distance of lilly feet (50') or greater from its source between the hours of 10:00 p.m., and 6:00 a.m.;
- (C) operate or occupy, upon a public street or highway, or public place, a motor vehicle while operating a device that produces amplified sound which is clearly audible thirty feet or more from the motor vehicle;
- (D) operate, upon a street, highway, or public place, a horn, siren or signaling device on a motor vehicle except as a danger warning; or,
- (E) operate, upon a street, highway, or public place, a motor vehicle that is not equipped with a muller which suppresses the production of excessive noise, or that has had its muffler removed, or that is equipped with a cut-out or by-pass.

380-4. Exemptions

This Chapter shall not apply to the following:

- (A) noise resulting from any authorized emergency, ire or police vehicle when responding to an emergency call;
- (B) communication devices necessary in the performance of law enforcement or lire control duties, or to any emergency vehicle equipment with any communication device necessary in the performance of emergency procedures;
- (C) emergency warning sirens which are activated by a political subdivision;
- (D) nonamplified crowed noises resulting from legal activities, between the hours of 6:00 a.m. and 10:00 p.m.
- (E) noise resulting from the operations of the Monroe County Airport, the annual Monroe County Fair, Monroe County Fall Festival, Heritage Days Festival, Stone Quarry Festival, Festival of Lights, Smithville Labor Day Celebration, or other similar annual festival or event conducted in accordance with relevant laws and permits;
- (F) noise resulting from lawful construction activities and projects conducted between the hours of 6:00 a.m. and 10:00 p.m., Monday through Saturday, holidays excepted, provided all equipment and vehicles are operated with the manufacturer's mullers and noise reducing features in use and in proper operating condition, and with a reasonable effort to avoid unnecessary noise production;
- (G) noises resulting from emergency work (see definition);
- (H) noises resulting from normal operations of railroad trains; and,
- (I) noises associated with legal consumer fireworks used during the times Indiana law prohibits the regulation of fireworks use (i.e., between the hours of 5:00 p.m.

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- (J) noises produced by safety signals, warning devices, and emergency pressure relief valves that are being used for their intended purposes; and,
- (K) noises resulting from projects and activities conducted by, or on behalf of, agencies of the State of Indiana or of the federal government.

380-5 Special Permits

Upon a determination that the generation of certain noises will be conducted with due care so as to give as little annoyance as may reasonably be expected, given the environment, the time of day, the duration, the pattern, and any conditions imposed (i.e., that the noises are, or may be made, reasonable under the circumstances), the Board of Commissioners may grant waivers to the provisions of this Chapter for noises that: (1) are produced by temporary or isolated events; (2) result from operations that have a well-established history in Monroe County; or, (3) result from activities that cannot be carried on elsewhere than where public necessity requires them to be carried on. Persons desiring a waiver shall apply in writing to the Board of Commissioners. Any waivers granted by the Board of Commissioners shall be in writing, shall state any conditions that apply to the waiver, and shall identify the facts upon which the grant of the waiver was based.

380-6. Enforcement

- (A) The Board of Monroe County Commissioners, and its designees, and the Monroe County Sheriff's Department shall enforce the provisions of this Chapter by issuance of a written citation to those persons charged with its violation. Any person issued a written notice of violation of this chapter who admits the violation and pays the designated penalty to the Monroe County Ordinance Violations Clerk within ten (10) days after issuance of the notice shall not be prosecuted for the violation.
- (B) In the event that the penalty is not paid within the prescribed period, the matter shall be referred to the County Attorney.
- (C) In lieu of issuing a citation, the enforcement officer, may, in his or her discretion, issue a warning to persons advising them of their violation of this Chapter, and such warning shall not require payment of apenalty.
- (D) The County may seek injunctive relief from repeated or continuous violations of the Chapter, and any other relief or remedy authorized by Chapter 115.

380-7. Penalty

A person who violates this Chapter commits a public nuisance and a Class A Ordinance Violation and shall be fined in an amount authorized by Monroe County Code 115-3(A)(1).

[end of chapter]

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Revised 8/8/14

STANDARD DRAWINGS

~ INDEX TO THE ~ STANDARD DRAWINGS

Standard Drawing

Description

E801-TCDV-05

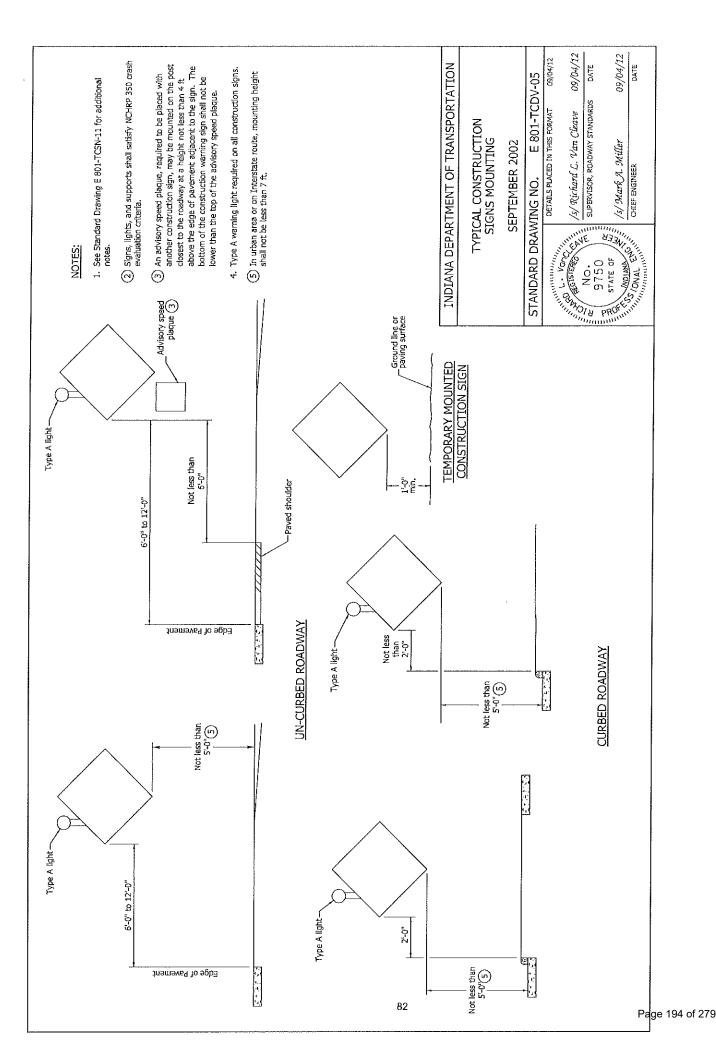
TYPICAL CONSTRUCTION SIGN MOUNTING

E801-TCSN-04-06

TRAFFIC CONTROL SIGN DESIGN DETAILS

For Additional Standard Drawings, see INDOT Standard Drawings website:

https://www.in.gov/dot/div/contracts/standards/drawings/



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2. See Standard Drawing E 801-TCSN-01 for additional general notes.

3. All dimensions are in inches.

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XW20-6	Lane Restrictions On or After		8 60 X 36	1.	Т	2/4 1/2 5. Series C 5. Series C 4	 T
XW20-6A	- Lane Restrictions On or After	*		L		7/8 5/8 6 - Series C 6 - Series C 5 - Series C	
XM4-9 (R or L)	M4-9 Detour (Above Black Arrow)	*	A 30 X 24	ļ	1	See FHWA publication Standard Highway Signs for fabrication details	
XM4-9-B (R or L)	M4-9 Detour (Above Black Arrow)	*				See FHWA publication Standard Highway Signs for fabrication details	
8 XM4-Y9d	- St / Debur Arrow	*				1/2 3/8 4 - Series C 6 - Series C 1	
	St / Direction / Detour Arrow	.,			Qe Bact	1/2 3/8 4 - Series C 6 - Series C 6 - Series C 1 30 1 1/2	282
XW105-1-A	MH-JU Detpur (Inside Orange Arrow)	• ×	B 48X18	8	Srange Black	See FrWA publication Standard Highway Signs for fabrication details	
XW106-1-A	Exit Closed Exit Closed		B 48 X 48	48 Orange	Ge Black	11/4 3/4 6 - Series C 6 - Series C 3 3	
XW106-2-A	- Exit Open	┢	-1		Τ	_	
1-601WX	- Edit (Above Black Arrow)		B 48 X 48	18 Orange	Г	See FHWA publication Standard Highway Signs for faterbacking details	
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							INDTANA DEPARTMENT OF TRANSDOTATION
							TRAFFIC CONTROL SIGN DESIGN DETAILS
NOTES:							SEPTEMBER 2016
(1) Spacing bet	tween letters of this word or line sha	all he reduce	ad hv this				STANDARD DRAWTING NO E BOT-TCCNLOC
percentage Signs.	percentage as shown in the FHWA document, <i>Standard Highway</i> Signs.	Standard Hi	ghway .				
2, See Standa	See Standard Drawing E 801-TCSN-01 for additional general notes.	tional gener	al notes.				1.10 P. BO. 1. 2. 5 vest 8. 6 v. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
e,	All dimensions are in inches						DESIGN STANDARDS ENGINEER
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7 of							CHIEF ENGINEER
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UTILITIES

~ INDEX TO THE ~ UTILITIES

Description

AT&T DISTRIBUTION WORK PLAN FOR KARST FARM TRAIL

AT&T TRANSMISSION WORK PLAN FOR KARST FARM TRAIL

CITY OF BLOOMINGTON WORK PLAN FOR KARST FARM TRAIL

COMCAST WORK PLAN FOR KARST FARM TRAIL

DUKE ENERGY ELECTRIC DISTRIBUTION WORK PLAN FOR KARST FARM TRAIL

DUKE ENERGY ELECTRIC TRANSMISSION WORK PLAN FOR KARST FARM TRAIL

EASTERN RICHLAND SEWER CORPORATION WORK PLAN FOR KARST FARM TRAIL

SMITHVILLE TELEPHONE CO. WORK PLAN FOR KARST FARM TRAIL

SOUTH CENTRAL INDIANA REMC WORK PLAN FOR KARST FARM TRAIL

TOWN OF ELLETTS VILLE WORK PLAN FOR KARST FARM TRAIL

VAN BUREN WATER WORK PLAN FOR KARST FARM TRAIL

VECTREN GAS DISTRIBUTION WORK PLAN FOR KARST FARM TRAIL

VECTREN GAS TRANSMISSION WORK PLAN FOR KARST FARM TRAIL

Date: December 13, 2019

Subject:

Utility Relocation Work Plan for:	AT&T Dist.
Facility Type:	communications

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Tod Moore
2.	Office telephone:	812-334-4718
3.	Mobile telephone:	812-606-2957
4.	Email address:	Tm1925@att.com
5.	Agency name	AT&T
6.	Address:	4517 E Indiana Bell court
7.	City, State, Zip Code:	Bloomington, IN, 47408
8.	Construction Emergency Contact:	
	Name:	Domenic Ferlaino
	Number:	317-525-1472

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

MOORE 12-16-2019 **Print Name** Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

1.	Utility Coordinator Name:	Josshé Palm
2.	Office Telephone:	317-780-7308
З.	Mobile Telephone:	N/A
4.	Email Address:	jpalm@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

D. INDOT/LPA Utility Coordinator Contact Information

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **<Enter**. Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

[AT&T

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (8)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В,	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
Ε.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F,	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

[AT&T

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

(AT&T

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

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INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator
			Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans	2005 1000		
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work	Nos.		·····

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryan Poot

2/6/2020

Date

Utility Coordinator Signature

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project - ERC Name Printed)

Date: December 1, 2020

Subject:

Utility Relocation Work Plan for:	AT&T Transmission
Facility Type:	Fiber

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Ken Colwell
2.	Office telephone:	312-734-2223
3.	Mobile telephone:	630-383-9249
4.	Email address:	kc1298@att.com
5.	Agency name	AT&T-T
6.	Address:	22 W. Jackson S.
7.	City, State, Zip Code:	Woodstock IL 60098
8.	Construction Emergency Contact:	
	Name:	Ken Colwell
	Number:	630-383-9249

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

.

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Ryan Pattenaude
2.	Office Telephone:	317-780-7282
3.	Mobile Telephone:	N/A
4.	Email Address:	rpattenaude@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present. Communication Line
- B. Describe the location of existing active and inactive facilities. Running along the Southwest side of the rail trail
- C. Describe what will be done with existing active and inactive facilities. Stay in place no relocation needed
- D. Describe the details of the proposed new facilities. No new Facilities
- E. Describe the proposed location of the new facilities. No new Facilities
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <11/18/2020>

Signature of Utility Representative

Ken Colwell

Print Name

<u>12/4/2020</u> Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form

and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
Ε.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work:Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

Karst Farm Trail- Monroe County

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility
			Coordinator
			Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans	圞		
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme	2		
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Utility Coordinator Signature

2/4/2020

RYAN PAHENAUDE

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project -- ERC Signature)

Date

Project Manager Name Printed (LPA Project ~ ERC Name Printed)

6 | P a g e Date: 01/27/2020 Karst Farm Trail- Monroe County



CITY OF BLOOMINGTON UTILITIES

Engineering Department

Date: October 2, 2019

Subject:

Utility Relocation Work Plan for:	City of Bloomington Utilities	
Facility Type:	Water, Sanitary Sewer	

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Jane Fleig, PE
2.	Office telephone:	(812)349-3631
3.	Mobile telephone:	N/A
4.	Email address:	fleigj@bloomington.in.gov
5.	Agency name	City of Bloomington Utilities
6.	Address:	600 E Miller Dr PO Box 1216
7.	City, State, Zip Code:	Bloomington, IN 47402
8.	Construction Emergency Contact:	
	Name:	24 hr operator
	Number:	(812)339-1444

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

1 | Page

City of Bloomington Utilities • 600 E Miller Dr • PO Box 1216 • Bloomington IN 47402-1216 • Phone (812) 349-3660 • Fax (812) 331-5961



Jane Fleig Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm
2.	Office Telephone:	317-780-7308
З.	Mobile Telephone:	N/A
4.	Email Address:	jpalm@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <inter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D,	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work:Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryan Parter

2/6/2020

Date

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project – ERC Name Printed)

Date: January 27, 2020

Subject:

Utility Relocation Work Plan for:	Comcast
Facility Type:	Telecommunications

Section 1: General Information

A. Project Information

1.	DES NO.:	NZA
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trall Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Greg White
2.	Office telephone:	317-516-2358
3.	Mobile telephone:	812-325-5280
4.	Email address:	Greg White@cable.comcast.com
5.	Agency name	Comcast
б.	Address:	1600 W. Fountain Dr
7.	City, State, Zip Code:	Bloomington, In 47404
8.	Construction Emergency Contact:	
	Name:	Greg White
	Number:	812-325-5280

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Kility Representative Signature of

7-6-20 Date Print Name

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm
2.	Office Telephone:	317-780-7308
3.	Mobile Telephone:	NZA
4.	Email Address:	palm@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300.S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

<u>Section 2</u>; A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on < Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

. .

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter/Total Days
С.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bld what is the date of selection?	Enter Bld Date
Ε.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

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Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]
 - 1. Work item A

. .

- 2. Work Item B
- 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility
			Coordinator
			initials
(1.a) is compatible with department permit requirements	図	i and a second	40
(1.b) is compatible with the project plans		邎	240
(1.c) is compatible with the construction schedule		1	40
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme	3	M N	ZIP
(2.b) has a reasonable cost for compensable work		X	1P

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Uttility

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project - ERC Signature)

Date

2/4

Project Manager Name Printed (LPA Project - ERC Name Printed)



Date: May 28, 2020

Subject: NO CONFLICT WORK PLAN

Utility Relocation Work Plan for:	Duke Energy
Facility Type:	Electric Distribution

Section 1: General Information

A. INDOT/LPA Project Information

1.	Des Number.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Woodyard Rd to SR 46
4.	Work Type:	New Trail
5.	Letting Date:	Unknown
6.	Date Work Plan Needed:	Unknown
7.	Target Date for Utility to be out of conflict with INDOT Project:	Unknown
a.	Intermediate Phase:	N/A
b.	Intermediate Phase:	N/A

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Jared Dickey
2.	Office telephone:	812-375-2111
3.	Mobile telephone:	812-343-6271
4.	Email address:	Jared.dickey@duke-energy.com
5.	Agency name:	Duke Energy Indiana
6.	Address:	2727 Central Ave
7.	City, State, Zip Code:	Columbus, IN 47201
8.	Construction Emergency Contact:	
	Name:	Jared Dickey
	Number:	812-343-6271

** For Outage and Damage Issues please contact 1-800-521-2232 **

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm
2.	Office Telephone:	317-780-7308
3.	Mobile Telephone:	
ι.	Email Address:	jpalm@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
5.	Address:	Union Station, 300 S. Meridian St
7.	City, State, Zip Code	Indianapolis, IN 46225

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present. There are 1Ø 12.47 kV OH & 12/240 V facilities to the east of the project area.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

B. Describe the location of existing active and inactive facilities.

There are 1Ø 12.47 kV OH & 12/240 V facilities to the east of the project area.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

C. Describe what will be done with existing active and inactive facilities.

All facilities will remain in place.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.

http://www.osha.gov/pls/oshaweb/owadisp.show document?p table=STANDARDS&p id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICTY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE, UNINSULATED, AND ENERGIZED AT ALL TIMES.

IF THE CONTRACTOR WOULD LIKE VISUAL COVER INSTALLED ON THE DISTRIBUTION WIRES, THEY WILL NEED TO CONTACT THE DUKE ENERGY CALL CENTER FOR SCHEDULING AT 1.800.521.2232, MONDAY THROUGH FRIDAY FROM 7A TO 7P OR ON SATURDAY FROM 8A TO 1P.

D. Describe the details of the proposed new facilities.

N/A



E. Describe the proposed location of the new facilities.

N/A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on 1/27/20

Jared W. Dickey

Signature of Utility Representative

Jared W. Dickey May 28, 2020 Print Name Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3</u>: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- (A) Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.
- (B) Duke-Energy must-have acquired all private "possessory rights" needed for the approved relocation plan before relocation construction begins.
- (C) Duke Energy will not be acquiring easements for the said project.

<u>Section 4</u>: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Duke Energy Indiana is not willing to have a INDOT OR LPA's contractor perform the required relocation.

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	N/A
Β.	The expected lead time in calendar days to obtain materials:	N/A
C.	The expected lead time in calendar days to schedule work crews:	N/A
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	N/A
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	N/A

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]



A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

The removal of Duke Energy's pole(s) <u>is</u> dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

(1) TELE, with a description of the required work: Contact all the onsite utilities for their proposed relocation plans

If the existing attacher is transferring their facilities to our new poles, the existing attacher's construction schedule may begin only after Duke Energy's relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

B. A statement whether the facility relocation is or is not dependent on work to be done by the INDOT or LPA or the INDOT or LPA'S contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

Work item A

INDOT or LPA will give written notice to Duke Energy that all "possessory rights" have been acquired for the entire length of the approved work plan-area before relocation construction begins.

Work item B

INDOT OR LPA will work closely with Duke Energy to safely clear all trees, shrubs and structures (from sky to ground) at INDOT OR LPA's cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits to accommodate the approved relocation work plan before relocation construction begins.

Work item C

INDOT OR LPA will notify Duke Energy after staking (A or B);

A. INDOT OR LPA ROW limits every 200 ft with station identification before relocation construction begins. DUKE ENERGY WILL NEED THE ROW STAKED FROM THE NORTH TO THE SOUTH END ALONG THE WEST SIDE OF OAK RIDGE ROAD, AS WELL AS ALONG THE SOUTH SIDE OF 161ST STREET WEST OF OAK RIDGE ROAD. DUKE ENERGY WILL ALSO NEED THE NE CORNER OF THE INTERSECTION STAKED.

B. Station and offset identification provided by Duke-Energy for each Duke Energy facility before location construction begins.

Work item D

-INDOT OR LPA will provide signed copies of all reimbursement agreements before -Relocation-construction begins. NOT APPLICABLE

Work item E

-INDOT OR LPA will provide Duke Energy a "Signed" work plan on or before as the ready for -contracts date.

Work item F

-INDOT OR LPA will provide Duke Energy a "Letter to Proceed" on or before the ready for -contracts date but no event later than the required pre-construction lead time prescribed in



- Sections 5 F & G.

-In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the <u>safe</u> installation of another facility or utility, Duke Energy Indiana will notify the INDOT OR LPA immediately. Because time is of the essence, the INDOT OR LPA and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with the INDOT OR LPA regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:

Absent an agreement expediting the work between the INDOT OR LPA and Duke Energy Indiana, the earliest date when Duke Energy Indiana could begin construction.

1.) If the INDOT OR LPA ROW staking and clearing is contained in the INDOT OR LPA's construction contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT or LPA both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If the INDOT OR LPA ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT or LPA both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If at any time within 120 days from the most current published letting date, the INDOT OR LPA changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to the INDOT OR LPA, to provide to the INDOT OR LPA a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.

D. The number of calendar days to complete the relocation work: N/A

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c) (6)].

N/A

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage, which is not reimbursable. [IAC 13-3-3(d)]

N/A

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

N/A



<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Yes	Not Applicable
	\boxtimes
	\boxtimes
	Yes

(Note: Double-click on box in Yes or NA to mark it with an "X")

Submitter Signature

Date

Submitter Name Printed



INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work			1

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a - 2.b) that were marked No:

Ryan Part

Reviewer Signature

Ryan Pattenaude

Reviewer Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

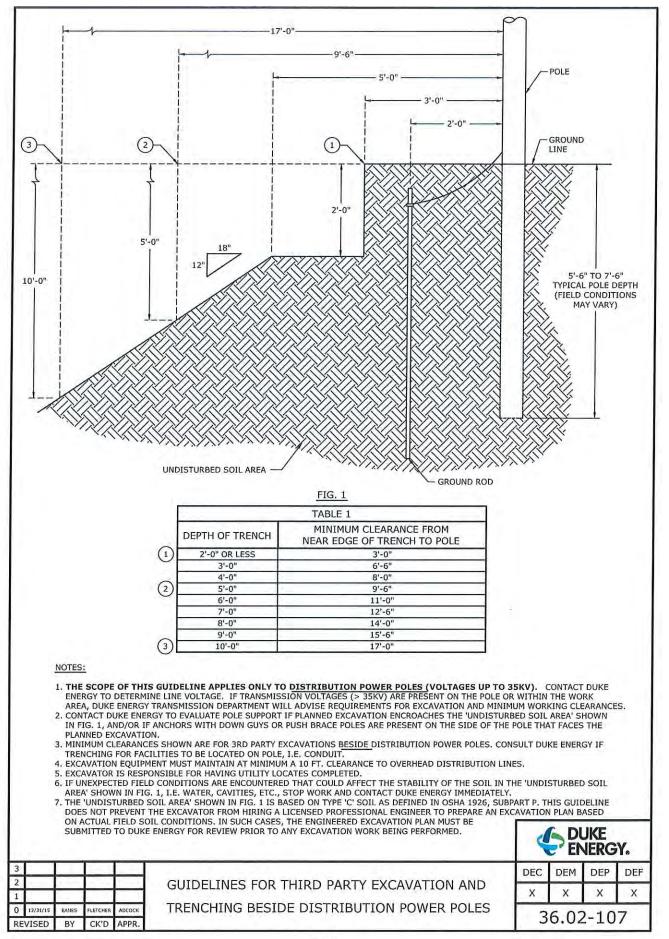
I have reviewed the work plan and found it acceptable.

Project Manager Signature

Date

6/30/2020 Date

Project Manager Name Printed





Date: 4/8/20

Subject:

Utility Relocation Work Plan for:	Duke Energy
	Electric- Transmission

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	Summer 2020
6.	Date Work Plan Needed	March 31, 2020
7.		

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Dwayne Wright
2.	Office telephone:	317-838-2044
3.	Mobile telephone:	N/A
4.	Email address:	DEI-TLine-Coord@Duke-Energy.com
5.	Agency name	Duke Energy
6.	Address:	1000 E Main St
7.	City, State, Zip Code:	Plainfield, IN, 46168
8.	Construction Emergency Contact:	
	Name:	Dwayne Wright
	Number:	317-838-2044

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Dwayne Wright

Dwayne Wright

4/8/20

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Ryan Pattenaude, P.E.
2.	Office Telephone:	(317) 780-7282
3.	Mobile Telephone:	N/A
4.	Email Address:	rpattenaude@chacompanies.com
5,	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13 3 -3(c)]

A. — Describe what types of existing active and inactive facilities are present.

B. Describe the location of existing active and inactive facilities.

C. Describe what will be done with existing active and inactive facilities.

D. Describe the details of the proposed new facilities.

E. Describe the proposed location of the new facilities.

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.



<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:-</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
₿.	The expected lead time in calendar days to obtain materials:	Enter Total Days
e.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
Ð,	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G,	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days



Section 6: The Utility Construction Scheduling Information. [IAC 13 3-3(c) (4), IAC 13 3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13 3 3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

1. Work item A

2. Work item B

3. Work item C

- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days



<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items-Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative-

Date

Utility Representative Name Printed



LPA use only below this point ----- LPA use only below this point

LPA use only below this point ------ LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			-
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryon Pooto

Utility Coordinator Signature

6/30/2020

Date

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Project Manager Name Printed (LPA Project - ERC Name Printed)

Date

Date: September 30, 2019

Subject:

Utility Relocation Work Plan for:	Eastern Richland Sewer Corporation
Facility Type:	Wastewater

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Phil Peden	
2.	Office telephone:	812-327-5293	
3.	Mobile telephone:	Enter Mobile Telephone	
4.	Email address:	pjpeden@yahoo.com	
5.	Agency name	Eastern Richland Sewer Corp. (ERSC)	
6.	Address:	5045 N Maple Grove Rd	
7.	City, State, Zip Code:	Bloomington, IN 47404	
8.	Construction Emergency Contact:		
	Name:	Shannon Reed	
	Number:	812-320-7313	

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

0

Signature of Utility Representative

il Peden **Print Name** Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm	
2.	Office Telephone:	317-780-7308	
3.	Mobile Telephone:	N/A	
4.	Email Address:	jpalm@chacompanies.com	
5.	6. Agency Name: CHA Consulting Inc.		
6.	6. Address: 300 S. Meridian St.		
7.	City, State, Zip Code	Indianapolis, IN, 46225	

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

12" sanitary sewer lining running parallel to the proposed trail, 10'-20' to the East, for the majority of the length of the trail, then veering further east at the 5326 W Woodyard property. Crossing the proposed trail at approximately 1700' south of SR46.

- B. Describe the location of existing active and inactive facilities.
- · See above
 - C. Describe what will be done with existing active and inactive facilities.

The longterm plan is to replace this line parallel and adjacent to its existing location. How wide is the trail right-ofway?

- D. Describe the details of the proposed new facilities.
- It has not been designed yet, and could be over 10 years before it is necessary, but it would and 18"-24" sanitary sewer I would expect.
 - E. Describe the proposed location of the new facilities.
- It has not been designed yet, but would be in the same general corridor, 10'-20' east of the proposed trail.
 - F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

I have not seen the construction drawings, but 2 | Page l don't believe The scure is in conflict. Page 23 Page 237 of 279

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule		商	
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryan Part

Utility Coordinator Signature

2/6/2020

Date

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project - ERC Name Printed)

Karst Farm Trail- Monroe County



Date: 7/17/2020

Subject:

Utility Relocation Work Plan for:	Smithville Communications, Inc.
Facility Type:	Communications

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	Summer 2020
6.	Date Work Plan Needed	March 31, 2020
7.		

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Enter Designated Contact Name
2.	Office telephone:	Enter Office Telephone
3.	Mobile telephone:	Enter Mobile Telephone
4.	Email address:	Enter Email Address
5.	Agency name	Enter Agency/Utility Name
6.	Address:	Enter Address
7.	City, State, Zip Code:	Enter City, State, Zip
8.	Construction Emergency Contact:	
	Name:	Enter Contact Name
-	Number:	Enter Phone Number

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



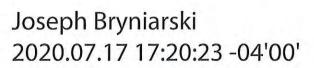
D. LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Ryan Pattenaude, P.E.
2.	Office Telephone:	(317) 780-7282
3.	Mobile Telephone:	N/A
4.	Email Address:	rpattenaude@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present. Existing active facilities consist of buried fiber optic cable in duct w/a vacant duct placed in the same bore/trench and handholes. Inactive facilities include direct buried copper cable and pedestals.
- B. Describe the location of existing active and inactive facilities. Existing active and inactive facilities are located along both sides of Woodyard Road where the proposed trail crosses the roadway. Active facilities also exist along the east side of the railroad bed from the north side of Harbison Road and extending north where it exits the project limits.
- C. Describe what will be done with existing active and inactive facilities. Smithville facilities are not anticipated to present any conflict with the project and will be left in place.
- D. Describe the details of the proposed new facilities. $n/\!a$
- E. Describe the proposed location of the new facilities. $n/a \label{eq:n_alpha}$
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <1/27/2020>

oseph Bryniarski



Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.



<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
Β.	B. The expected lead time in calendar days to obtain materials: Enter Total Days	
C.	C. The expected lead time in calendar days to schedule work crews: Enter Total Days	
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E. The expected lead time in calendar days to obtain new property interests: Enter Days		Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days



Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days



<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed



LPA use only below this point ------ LPA use only below this point

LPA use only below this point ----- LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryon Part

Utility Coordinator Signature

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project - ERC Signature)

Project Manager Name Printed (LPA Project - ERC Name Printed)

2/6/20

Date



Date: January 27, 2020

Subject:

Utility Relocation Work Plan for:	South Central Indiana REMG
Facility Type:	Electrid

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trall Project
5.	Letting Date:	
6.	Date Work Plan Needed	

8. Utility Designated Contact – Information

1.	Designated Contact Name:	Howard McCormick
2.	Office telephone:	765 352 4751
3.	Mobile telephone:	317-697-0189
4.	Email address:	howardm@sciremc.com
5.	Agency name	SCI REMG
6.	Address:	300 Morton Ave
7.	City, State, Zip Code:	46151
8.	Construction Emergency Contact:	
	Name:	Enter Contact Name
	Number:	Enter Phone Number

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Howard Me ormick mirb 1/28/2020

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	JosshélPalm
2.	Office Telephone:	317-780-7308
3.	Mobile Telephone:	N/A
4.	Email Address:	palm@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S, Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Karst Farm Trail- Monroe County

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule		Ti .	
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme		I	
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryan Partot

Utility Coordinator Signature

2/6/2020

Date

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Project Manager Name Printed (LPA Project - ERC Name Printed)

Date

Date: 8-1-20

Subject:

Utility Relocation Work Plan for:	Town of Ellettsville
Facility Type:	Water, Sanitary Sewer, Storm Water

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	Summer 2020
6.	Date Work Plan Needed	March 31, 2020
7.		

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Michael Farmer
2.	Office telephone:	812-825-9760
З.	Mobile telephone:	812-327-8030
4.	Email address:	mfarmer@bynumfanyo.com
5.	Agency name	Town of Ellettsville
6.	Address:	11S0 West Guy McCown Drive
7.	City, State, Zip Code:	Ellettsville, IN, 47429
8.	Construction Emergency Contact:	
	Name:	Michael Farmer
	Number:	812-327-8030

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Ryan Pattenaude, P.E.
2.	Office Telephone:	(317) 780-7282
З.	Mobile Telephone:	NZA
4.	Email Address:	rpattenaude@chacompanies.com
5.	Agency Name:	CHA Consulting Inc.
6.	Address:	300 S. Meridian St.
7.	City, State, Zip Code	Indianapolis, IN, 46225

<u>Section 2:</u> A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

12" Crossings listed below

B. Describe the location of existing active and inactive facilities.

14+00 - Crossing 19+50 - Crossing 31+62 - Crossing

C. Describe what will be done with existing active and inactive facilities.

N/A, Left in Place

D. Describe the details of the proposed new facilities.

N/A

E. Describe the proposed location of the new facilities.

N/A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on 3/16/2020

Signature of Utility Representative

Michael Farmer 7/27/2020
Print Name Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

LPA use only below this point ----- LPA use only below this point

LPA use only below this point ------ LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

8/7/2020

Date

Utility Coordinator Signature

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Project Manager Name Printed (LPA Project - ERC Name Printed)

Date

Van Buren Water, Inc.

8.3.20 Date:

Subject:

Utility Relocation Work Plan for:	Van Buren Water, Inc.
Facility Type:	Water

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	Summer 2020
6.	Date Work Plan Needed	March 31, 2020
7.		

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Michael Farmer
2.	Office telephone:	812-825-9760
3.	Mobile telephone:	812-327-8030
4.	Email address:	mfarmer@bynumfanyo.com
5.	Agency name	Van Buren Water, Inc.
6.	Address:	4385 W St. Rd. 45
7.	City, State, Zip Code:	Bloomington, IN, 47403
8.	Construction Emergency Contact:	
	Name:	Michael Farmer
	Number:	812-327-8030

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Wility Representative

Michael Farmer

7/27/2020

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

.

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé]Palm	
2.	Office Telephone:	317-780-7308	
З.	Mobile Telephone:	N/A	
4.	Email Address:	palm@chacompanies.com	
5.	Agency Name:	CHA Consulting Inc.	
6,	Address:	300 S, Meridian St.	
7.	City, State, Zip Code	Indianapolis, IN, 46225	

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Karst Farm Trail- Monroe County

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter, Bid Date
E.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:
- D. The number of calendar days to complete the relocation work: Inter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule	iii)	商	
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme		Ē	
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryon Part

Utility Coordinator Signature

7/27/2020

Date

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project – ERC Name Printed)

Karst Farm Trail- Monroe County



Date: October 2, 2019

Subject:

Utility Relocation Work Plan for:	Vectren, a Center Point Energy Company
Facility Type:	DISTRIBUTION Natural Gas

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A
2.	Route Number:	Karst Farm Trail
3.	Location:	Along Existing Railroad Ballast
4.	Work Type:	New Trail Project
5.	Letting Date:	
6.	Date Work Plan Needed	

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Mostafa Khallad
2.	Office telephone:	765-287-2150
3.	Mobile telephone:	
4.	Email address:	Mostafa.khallad@centerpointenergy.com
5.	Agency name	Vectren, a Center Point Energy Company
6.	Address:	8399 Zionsville Road
7.	City, State, Zip Code:	Indianapolis, IN 46268
8.	Construction Emergency Contact:	
	Name:	Emergency Contact
	Number:	E1-800-227-1376

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Khalla

Signature of Utility Representative

Mostafa Khallad 10 Print Name

10/2/2019 Date



Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm	
2.	Office Telephone:	317-780-7308	
3.	Mobile Telephone:	N/A	
4.	Email Address:	jpalm@chacompanies.com	
5.	Agency Name:	CHA Consulting Inc.	
6.	Address:	300 S. Meridian St.	
7.	City, State, Zip Code	Indianapolis, IN, 46225	

<u>Section 2</u>: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>



Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
C.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
Ε.	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days



Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C



- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

<u>Section 7</u>: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		



A relocation permit from INDOT/LPA:	
(Note: Double-click on box in Yes or NA to mark it with an "X	")
Signature of Utility Representative	– Date
Utility Representative Name Printed	÷1
INDOT/LPA use only below this point	INDOT/LPA use only below this point
INDOT/LPA use only below this point	INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			1.1.1.1.1.1
(2.b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryon Poot

2/6/2020

Date

Utility Coordinator Signature



Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project – ERC Name Printed)

Date: September 17, 2019

Subject:	Vecren Transmission	
Utility Relocation Work Plan for:	Enter the Utility Name	
Facility Type:	Enter Facility Type- gas, water, etc.	

Section 1: General Information

A. Project Information

1.	DES NO.:	N/A	
2.	Route Number:	Karst Farm Trail	
3.	Location:	Along Existing Railroad Ballast	
4.	Work Type:	New Trail Project	
5.	Letting Date:		
6.	Date Work Plan Needed		

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Jeff Donnelly	
2.	Office telephone:	812-491-5558	
3.	Mobile telephone:	812-431-5670	
4.	Email address:	Jeff.donnelly@centerpointenergy.com	
5.	Agency name	Vectren	
6.	Address:	1 North Main Street	
7.	City, State, Zip Code:	Evansville, IN 47711	
8.	Construction Emergency Contact:		
	Name:	Vectren	
	Number:	1-800-227-1376	

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Jeff Donnelly9/17/2019Print NameDate

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm	
2.	Office Telephone:	317-780-7308	
3.	Mobile Telephone:	N/A	
4.	Email Address:	jpalm@chacompanies.com	
5.	Agency Name:	CHA Consulting Inc.	
6.	Address:	300 S. Meridian St.	
7.	City, State, Zip Code	Indianapolis, IN, 46225	

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
- B. Describe the location of existing active and inactive facilities.
- C. Describe what will be done with existing active and inactive facilities.
- D. Describe the details of the proposed new facilities.
- E. Describe the proposed location of the new facilities.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

<u>Section 3:</u> A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

<u>Section 5</u>: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

Α.	The expected lead time in calendar days to obtain required permits:	Enter Total Days
В.	The expected lead time in calendar days to obtain materials:	Enter Total Days
С.	The expected lead time in calendar days to schedule work crews:	Enter Total Days
D.	If the contractor is being selected by competitive bid what is the date of selection?	Enter Bid Date
E,	The expected lead time in calendar days to obtain new property interests:	Enter Days
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	Enter Date
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	Enter Total Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 - 1. Utility A, with a description of the required work.
 - 2. Utility B, with a description of the required work.
 - 3. Utility C, with a description of the required work.
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]
 - 1. Work item A
 - 2. Work item B
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: Enter Total Days
- D. The number of calendar days to complete the relocation work: Enter Total Relocation Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of

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the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

<u>Section 8</u>: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

<u>Section 10</u>: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:		

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

INDOT/LPA use only below this point ------ INDOT/LPA use only below this point

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The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements			
(1.b) is compatible with the project plans			
(1.c) is compatible with the construction schedule			
(1.d) is compatible with other utility relocation work plans			
(2.a) has reasonable relocation scheme			
(2,b) has a reasonable cost for compensable work			

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Ryan Poot

2/6/2020

Date

Utility Coordinator Signature

Ryan Pattenaude

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

Project Manager Name Printed (LPA Project - ERC Name Printed)