



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' MEETING AGENDA Wednesday, January 26, 2022 at 10:00 am MEETING CONNECTION 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)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

* * * * *

"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, apurdie@co.monroe.in.us, 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 COMMISSIOINER THOMAS

2. COMMISSIONERS PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES
Health – Penny Caudill

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

5. APPROVAL OF MINUTES
January 19, 2022

6. **APPROVAL OF CLAIMS DOCKET**
Accounts Payable – January 26, 2022
Payroll – January 28, 2022
-

7. **REPORTS**
None
-

8. **NEW BUSINESS**

- A. **BLEDSON RIGGERT COOPER JAMES ON-CALL AGREEMENT FOR PARKS AND RECREATION.** 10
Fund Name: County General and Parks non-reverting
Fund Number: 1000 and 1179
Amount: Not to exceed \$5,000
Presenter: Kelli Witmer

The Monroe County Parks & Recreation Board voted on 01-19-22 to hire BRCJ for on-call services that may include small special projects, and limited land surveying & civil engineering. The Service Agreement expires on 12-31-22.

- B. **E&B PAVING AGREEMENT FOR CONSTRUCTION RELATED SERVICE FOR SOUTHERN SECTION KARST FARM GREENWAY.** 16
Fund Name: Next Level Trails
Fund Number: 9107
Amount: not to exceed \$957,600
Presenter: Margie Rice

This agreement is for construction of the southern section of the Karst Farm Greenway from Loesch Rd Trailhead to Woodyard Rd. The completion date of the project shall be within 120 days from the issuance of the Notice to Proceed.

- C. **RESOLUTION 2022-03; UPDATE A GRANT TO THE MONROE COUNTY HUMANE ASSOCIATION.** 132
Fund Name: Sophia Travis Community Services Grant
Fund Number: 1000-300231-0061
Amount: \$4,120
Presenter: Margie Rice

Resolution 2022-3, A Resolution to Update a Grant to the Monroe County Humane Association with its attached Exhibit A (Amended Agreement for the 2021 Sophia Travis Community Services Grant). This will allow the Humane Association to use grant funds, which were originally intended for the purchase of an Outreach Transportation Vehicle, for storage and security enhancements at the E. Susan Bartlett Emergency Center instead.

D. HEALTH DEPARTMENT ENFORCEMENT AGREEMENT WITH SECURITY PRO 24/7, LLC 135

Fund Name: Health
Fund Number: 1159
Amount: Not to exceed \$25,000
Presenter: Margie Rice

This agreement will allow Security Pro 24/7 to continue to help with education and enforcement of local health orders for 2022. The pay rate will be \$50/per hour and shall not exceed \$25,000.

E. AUTHORIZATION FOR COMMISSIONERS' ADMINISTRATOR TO EXECUTE THE PRIMARY PLAT SUBMISSION PROPERTY OWNER AFFIDAVIT. 139

Presenter: Jeff Cockerill

The City of Bloomington is working on re-purposing the former IU Health-Bloomington Hospital site. Part of that site is adjacent to the County owned building on South Rogers Street that is currently leased to Centerstone. As part of the re-purposing, the City is filing a primary plat submission to the City Plan Commission that shows additional roadway adjacent to the County Building. The request is to allow the Commissioner's Administrator to sign this affidavit so that the City's planning process can proceed.

F. LETTER OF AGREEMENT – GREEN BUSINESS SOLID WASTE MANAGEMENT. 143

Fund Name: County General
Fund Number: 1000-30006-0161
Amount: \$4,800
Presenter: Angie Purdie

This agreement is with the Monroe County Solid Waste Management District for "Green Business" recycling for the following buildings:
Showers Building - \$800/annual
Youth Services Bureau - \$400/annual
Justice Building - \$800/annual
Health Building - \$400/annual
Courthouse - \$800/annual
Curry Building - \$800/annual
Community Corrections - \$800/annual

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' MEETING SUMMARY MINUTES Wednesday, January 19, 2022 at 10:00 am MEETING CONNECTION VIA ZOOM

Members

Julie Thomas, President, Present – **Not Present**
Lee Jones, Vice President- Present - **Virtual**
Penny Githens – Present- **Virtual**

Staff

Angie Purdie, Commissioners' Administrator – Present - **Virtual**
Jeff Cockerill, Legal Counsel - Present – **Virtual**

1. CALL TO ORDER BY COMMISSIOINER GITHENS

2. COMMISSIONERS PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Penny Caudill

4. PUBLIC COMMENT- *For items NOT on the agenda (limited to 3 minutes per speaker)*

[No public comment.](#)

5. APPROVAL OF MINUTES

January 12, 2022

[Jones made motion to approve. Githens seconded.](#)
[Attorney Jeff Cockerill called roll.](#)
[Thomas – Not present](#)
[Githens – yes](#)
[Jones – yes](#)
[Motion carried 2-0.](#)

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – January 19, 2022

Jones made motion to approve. Githens seconded.

Attorney Jeff Cockerill called roll.

Thomas – Not present

Githens – yes

Jones – yes

Motion carried 2-0.

7. REPORTS

Treasurer – December 2021

8. NEW BUSINESS

A. REVIEW OF ADDENDUM A TO THE MONROE COUNTY COOP PLAN, ENTITLED “VACCINE AND TESTING REQUIREMENT POLICY AS PER OSHA STANDARD”

Presenter: Jeff Cockerill

On Thursday, January 13th, the US Supreme Court stayed the implementation of OSHA's temporary emergency standards. This policy was created to comply with those standards. Given the Court ruling a reconsideration of the policy is recommended. One potential path forward is attached, this would keep the addendum in place, but it would not be effective until the Supreme Courts stay is lifted and the OSHA standards are enforceable.

Jones made motion to approve. Githens seconded.

Attorney Jeff Cockerill called roll.

Thomas – Not present

Githens – yes

Jones – yes

Motion carried 2-0.

9. APPOINTMENTS

None

10. ANNOUNCEMENTS

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

Monroe County Commissioners’ Blood **Drive** will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

Monday, January 31, from 10 am – 3 pm

Wednesday, February 2 from 1pm – 6pm.

Commissioners have implemented a Zoom-based Virtual Office Hours system. There will be six meeting dates every month. This will allow members of the public to speak directly with a Commissioner about their issues, concerns and ideas. Go to www.co.monroe.in.us and click on the calendar to see the dates of these meetings and to sign up to speak with a Commissioner.

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

11. ADJOURNMENT

The summary minutes of the January 19, 2022 Board of Commissioners' meeting were approved on January 26, 2022.

Monroe County 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

*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.



MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA
JANUARY 19, 2022
Via ZOOM

1. Jeff Cockerill – Legal

Cockerill reported that he is in discussions with the City of Bloomington regarding their hospital redevelopment site plans, which include the county owned Centerstone building. He will bring more information to the Commissioners' at a future date.



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

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

Julie Thomas, President

Penny Githens, Vice President

Lee Jones

COMMISSIONERS' ADMINISTRATIVE MEETING
JANUARY 19, 2022, 12:30 PM
MEETING CONNECTION VIA ZOOM

Members

Julie Thomas, President- **Not Present**

Penny Githens, Vice President -Present, **Virtual**

Lee Jones, Present- **Virtual**

Staff

Angie Purdie, Commissioners' Administrator – Present-**Virtual**

Jeff Cockerill, Legal Counsel- Present- **Virtual**

TOPICS OF INTEREST

1. Discussion regarding Personnel Policy.
2. City of Bloomington proposal for Centerstone property.
[Cockerill will be bringing an affidavit to the Commissioners meeting on January 26, 2022.](#)
3. Vernal Pike Connector Road project regarding Right of way acquisitions.
4. Cockerill will be requesting a future meeting date regarding land transactions.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Agreement for Services

Agreement made between Bledsoe Riggert Cooper and James ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform on-call limited land surveying and civil engineering services. The following terms shall apply:

1. **Scope of Project, Price, and Expiration Date.** Contractor shall perform on-call services, limited land surveying, small research projects, and civil engineering on an hourly basis, see "Exhibit A" for fee schedule. Exhibit A is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Retainer Agreement shall not exceed Five thousand dollars (\$5,000.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

The Agreement expires on December 31, 2022.

2. **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 Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Non-discrimination.** 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, 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.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be 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.

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **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 Board for any purpose. 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.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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



William S. Riggert, PE
Bledsoe Riggert Cooper James

01.12.2022

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2021, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

Exhibit A

January 12, 2022

Kelli Witmer
Director
Monroe County Parks & Recreation
501 North Morton Street, Suite 100
Bloomington, Indiana 47404

via email kwitmer@co.monroe.in.us

RE: On-Call Land Surveying and Civil Engineering Services

Dear Kelli,

Per your request, we present this proposal for on-call land surveying and civil engineering services to Monroe County Parks & Recreation for consideration.

We propose to address limited land surveying and civil engineering needs of the Monroe County Parks & Recreation on an hourly basis per the attached fee schedule. This fee schedule is effective through December 31, 2022.

We truly appreciated the opportunity to serve Monroe County Parks & Recreation.

Please let me know if you have any questions.

Sincerely,



William S. Riggert, PE
President – Principal Engineer

Attachment



FEE SCHEDULE
(Effective July 1, 2018)

HOURLY RATES

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Agreement with E&B Paving, LLC is for construction of the Southern Section of the Karst Farm Greenway from the Loesch Road Trailhead to Woodyard Road. On January 5, 2022, the Commissioners awarded the contract for this project to E&B in the amount of \$957,600.00 being the lowest and most responsive bid received in the bidding process. The completion date of the project shall be within 120 days from the issuance of the Notice to Proceed.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Next Level Trails"/>	<input type="text" value="9107-30006-0000"/>	<input type="text" value="Not to exceed \$957,600.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Margie Rice"/>	<input type="text" value="812-349-2525"/>

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

Attorney who reviewed:

Agreement for Construction and Construction-Related Services

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 **Southern Section of the Karst Farm Greenway from the Loesch Road Trailhead to Woodward 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 January 5, 2022, 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, all 109 pages of which are attached hereto and incorporated herein as “Exhibit B”; and

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant 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. 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. The parties recognize that Contractor bid this Project based on VS Engineering Inc.’s design and estimates. To the extent that VS’s estimates are found to be inaccurate or require modification, as work progresses in the field and/or circumstances change, the parties agree to communicate and work through any and all issues. If the parties agree that changes are required or would benefit the Project, the parties agree to made adjustments, as is allowed in this Agreement and is specifically allowed in Section II.

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

Per the bid submitted, 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 Nine Hundred Fifty Seven Thousand, Six Hundred Dollars and zero cents (\$957,600). 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 as a result of agreed-upon change orders shall be based on the unit prices submitted by the Contractor and must be approved, in writing, by the Commissioners, and shall be strictly contingent upon funds being made available and appropriated by the County Council or other fiscal authority.

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. As long as funds are available, 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. The parties recognize, however, that this Project is being paid for by funds made available, in large part, by the Department of Natural Resources and that cash flow issues may present themselves during the course of completion of the Project. If funds are not readily available, the parties agree to extend the time frame for payment of invoices until such time as funds are made available for payment of said invoices. Monroe County shall immediately and diligently work to resolve any cash-flow issues and shall keep Contractor apprised, in writing, of any such issues. Contractor agrees that no charges or claim for damages shall be made by it for any delays in payment during the progress of any portion of the services specified under this Agreement.

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 one hundred twenty (120) days of the Notice to Proceed. A written Notice to Proceed shall be provided by Monroe to Contractor no later than April 1, 2022. The parties recognize that this Project requires coordination with the Indiana Railroad and the Indiana Department of Transportation and agree to work together to adjust deadlines, as necessary, if said coordination requires extension.

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 the written Notice to Proceed by Monroe County and shall deliver the work within One Hundred Twenty

(120) 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 sub-contractors 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 sub-contractors, 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 be 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 IC 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
c/o Todd Hoops
2520 W. Industrial Park Drive
Bloomington, IN 47404

Monroe County Board of Commissioners
c/o Monroe County Legal Department
100 West Kirkwood Avenue, Room 220
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, civil 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 shall 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.

By: (Printed Name of E & B Paving, LLC Representative

Signature

Date

APPROVED BY THE MONROE COUNTY COMMISSIONERS OF COMMISSIONERS
this _____ day of _____, 2022.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

ATTEST:

Catherine Smith, Auditor

SPECIFICATIONS FOR THE CONSTRUCTION OF MONROE
COUNTY KARST FARM TRAIL PH. 2 FROM LOESCH ROAD
TRAILHEAD TO WOODYARD ROAD IN ELLETTSVILLE IN SECTIONS
23 & 26, T9N, R2W RICHLAND TOWNSHIP MONROE COUNTY,
INDIANA

BOARD OF COUNTY COMMISSIONERS

Julie Thomas
Lee Jones
Penny Githens

Catherine Smith – Auditor
Lisa Ridge – Highway Director

Prepared By:



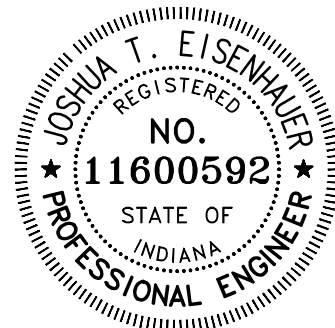
4275 North High School Road
Indianapolis, IN 46254
P: 317.293.3542
F: 317.293.4737
vsei@vsengineering.com
www.vsengineering.com

INCLUDES:

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

Certified Joshua T. Eisenhauer Date 11/16/2021

Joshua T. Eisenhauer, P.E.
Project Manager
VS Engineering Inc.



KARST FARM TRAIL PH. 2
MONROE COUNTY, INDIANA

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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 December 15, 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 December 15, 2021:

<https://monroecounty-in.zoom.us/j/85840821298?pwd=aTZGQXQ2SThYNEROS3IDYkFJcmZ1QT09>

Meeting ID: 858 4082 1298

Password: 941672

+1 312 626 6799 US (Chicago)

The project will be awarded at the Commissioner's Meeting on Wednesday January 5, 2022 at 10:00 a.m. E.S.T.

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

VS Engineering Inc.
120 W 7th Street, Suite 306
Bloomington, Indiana 47404

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 non-refundable.

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 Trail PH. 2 project has a total estimate by the Owner, at One Hundred and Fifty Thousand Dollars (\$150,000.00) and above.

PROJECT

Description: Monroe County Karst Farm Trail PH. 2

Location: Trail Design from Loesch Road Trailhead to Woodyard Road in Ellettsville, IN Sections 23 & 26, 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 2022 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. All required bid documents must contain original hand written signatures.

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 General Form 96, as prescribed by the State Board of Accounts.

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

Each bidder must file with the Bid Proposal a Non-Discrimination Affidavit 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 Contractor's Affidavit of Subcontractors Employed 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 E-Verify Affidavit 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 2022 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. NOTICE OF AWARD: 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. NOTICE TO PROCEED: 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. CONTRACT TIME: 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. NON-COLLUSION: 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. ASSIGNMENT OF CONTRACTS: Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
9. BASE BID: 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. REPRESENTATIONS AND CERTIFICATIONS: 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)

(Address)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:

COUNTY OF _____)

Before me, the undersigned notary public, on this _____ day of _____, 2021, personally appeared _____ and being duly sworn, acknowledged the execution of the above Bid Proposal.

(Notary Public - Signature)

(Notary Public - Printed)

SEAL

My Commission Expires: _____.

Residing in _____ County.

ITEMIZED PROPOSAL
MONROE COUNTY KARST FARM GREEWAY PHASE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Construction Engineering	1	LS		
2	Mobilization & Demobilization	1	LS		
3	Clearing Right of Way	1	LS		
4	Fence, Farm Field, Remove	1,630	LF		
5	Pipe, Remove	59	LF		
6	Linear Grading	1,800	LF		
7	Excavation, Common	860	CYS		
8	Borrow	1,360	CYS		
9	RR Pad	11	CYS		
10	Fence, Farm Field	1,155	LF		
11	Fence Gate, Farm Field, 47 in X 12 FT	1	EACH		
12	Temporary Silt Fence	3,160	LF		
13	Temporary Seed Mixture	50	LB		
14	Subgrade Treatment, Type III	2,800	SYS		
15	Subgrade Treatment, Type IBC	1,845	SYS		
16	B Borrow	245	CYS		
17	Compacted Aggregate, No. 53	445	CYS		
18	Asphalt for Tack Coat	3,535	SYS		
19	HMA Surface, Type B	295	TON		
20	HMA Intermediate, Type B	480	TON		
21	HMA Base, Type B	36	TON		
22	Mulched Seeding, Type R	1,420	SYS		
23	Sign Post, Square, Type 1	100	LF		
24	Sign, Sheet and Supports, Remove	3	EACH		
25	Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN	50	LF		
26	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	40	LF		

Item No.	Description	Quantity	Unit	Unit Cost	Total
27	Pavement Message Marking, Thermoplastic, R X R	2	EACH		
28	Sign, Sheet, 0.08 in	36.5	SF		
29	Rectangular Rapid Flashing Beacon Assembly	1	EACH		
30	Aggregate for End Bent Backfill	13	CYS		
31	Structure Backfill, Type 2	44	CYS		
32	Railing, Wood, End Treatment	4	EACH		
33	Riprap, Revetment	94	TON		
34	Geotextile for Riprap Type 1A	109	SYS		
35	Cored Hole in Rock, 24 in	30	LF		
36	Pile, Steel H HP 12 X 53	114	LF		
37	Concrete, B, Footings	4.8	CYS		
38	Concrete, C, Substructure	28.6	CYS		
39	Reinforcing Bars, Epoxy Coated	4,034	LB		
40	Railing (Boardwalk)	240	LF		
41	Surface Seal	1	LS		
42	Bridge, Steel Truss, Pre-Engineered	1	LS		
43	Boardwalk	1,755	SFT		
44	Pipe, End Bent Drain, 6 in	52	LF		
45	Railroad Flagging	10	DAY		
46	Railroad Protective Liability Insurance	1	LS		
TOTAL					

SUBMITTED BY: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

DATE: _____

CONTRACTORS BID FOR PUBLIC WORKS
FORM 96 (Revised 2013)

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



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): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode : _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

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 dated _____ for 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:

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

- 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

- 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 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.)*

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.

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.

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.

Dated at _____ this _____ day of _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

) SS

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action taken _____

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2021,

personally appeared _____ and being duly sworn, on his oath says that he/she is _____ of _____ 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 Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me, the undersigned notary public, on this ____ day of _____, 2021.

(Notary Public - Signature)

(Notary Public - Printed)

SEAL

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.

Principal: _____
(Business Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:

COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2021,
personally appeared _____ as principal and being duly sworn, acknowledged
the execution of the above Bid Bond.

(Notary Public - Signature)

SEAL

(Notary Public - Printed)

My Commission Expires: _____.

Residing in _____ County.

Surety: _____
(Business Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:

COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2021,
personally appeared _____ as surety and being duly sworn, acknowledged the
execution of the above Bid Bond.

(Notary Public - Signature)

SEAL

(Notary Public - Printed)

My Commission Expires: _____.

Residing in _____ County.

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 be forfeited. 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.

	<u>Name</u>	<u>Trade</u>	<u>Amount</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

(Business Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me, the undersigned notary public, on this ____ day of _____, 2021.

SEAL

(Notary Public - Signature)

(Notary Public - Printed)

My Commission Expires:_____.

Residing in_____County.

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:

Before me, the undersigned Notary Public, personally appeared

_____, who acknowledged the execution of the above affidavit on this

_____ day of _____, 20__ .

My Commission Expires: _____

(Notary Signature)

(County of Residence)

(Print or Type Name)

REQUEST FOR CLARIFICATION

RFC # _____

Date: _____

Project Title: _____

Contractor: _____

Phone #: _____

Fax #: _____

Reference Drawing No.: _____

Specification Section: _____

Clarification Request:

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)

of _____ having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If bidder/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Indiana: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole 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 not 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 in 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 ordinances (Form B). Yes [] No []

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: Yes [] No []

Describe supporting documentation attached:

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.

_____ **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ **Certificate of Insurance**

_____ **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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this _____ day of _____, 2022, by and between Monroe County, Indiana ("Owner") and _____ ("Contractor"), for the

project known as "Karst Farm Trail Ph. 2" (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 inspection of Work performed under 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 Contract Sum.

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 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.

B. PAYMENT OF SUBCONTRACTORS AND MATERIAL MEN. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors, laborers, material suppliers, and those performing services in compliance 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. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

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

Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all

liens and claims of 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.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor 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 _____, 2022.

Contractor: _____
(Business Name)

By: _____
(Signature)

(Printed)

(Title)

STATE OF INDIANA)
) SS:

COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2022, personally appeared _____ as Contractor and being duly sworn, acknowledged the execution of the above Agreement.

(Notary Public - Signature)

SEAL

(Notary Public - Printed)

My Commission Expires: _____.

Residing in _____ County.

IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this ____ day of _____, 2022.

By: _____
(Signature)

(Signature)

(Signature)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2022,
personally appeared _____ as Owner and being duly sworn, acknowledged the
execution of the above Agreement.

(Notary Public - Signature)

(Notary Public - Printed)

SEAL

My Commission Expires: _____.
Residing in _____ County.

EXHIBIT A

THE PLANS AND SPECIFICATIONS

<u>Item</u>	<u>Date</u>	<u>Prepared By</u>
Standard Specifications w/Supplementals	2022	Indiana Department of Transportation
Standard Drawings	2021	Indiana Department of Transportation
General Provisions	11/2021	VS Engineering Inc.
Special Provisions	11/2021	VS Engineering Inc.
Plans	11/2021	VS Engineering 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 _____, hereinafter called Principal,
and

(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 sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of
which is hereto attached and made a part hereof for the construction of:

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day
of

_____, 2021.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____
(Name)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

 By _____
Attorney-in-Fact

(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

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and

(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 sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2021, a copy
of which is hereto attached and made a part hereof for the construction of:

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 **WORK** 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 _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day
of

_____, 2021.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____
(Name)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(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: _____

_____ Project: _____

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2022, on or before _____, 2022, and you are to complete the WORK within__ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2022.

_____, INDIANA

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this

the _____ day of _____, 2022.

By _____

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

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Iris F. Kiesling, Vice President

Mark Stoops, Member

Mark Stoops, Member

ATTEST: _____, 2010

Amy Gerstman, Auditor

CHAPTER 275
RESPONSIBLE BIDDER

275-1. Purpose

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 context, 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;

EXHIBIT A

- (9) Asbestos abatement liability;
- (10) Property insurance; and
- (11) Any additional insurance required by the bid 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 bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/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

(l) 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 bid 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 bidder 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 bidder 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 shall 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 sub-contractor shall be public records subject to review pursuant to Indiana Code § 5-14-3-1 et 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.

[end of chapter]

GENERAL PROVISIONS

~ INDEX TO THE ~ GENERAL PROVISIONS

<u>Provision</u>	<u>Description</u>
GP1.	CONTRACT DOCUMENTS
GP2.	PRECONSTRUCTION CONFERENCE
GP3.	PROGRESS SCHEDULE
GP4.	SUPERVISION
GP5.	RESIDENT SUPERINTENDENT
GP6.	OBSERVATION OF WORK
GP7.	CHANGES IN THE WORK
GP8.	PROJECT RESPONSIBILITY
GP9.	STANDARDS OF QUALITY
GP10.	WARRANTY OF WORK
GP11.	PARTIAL PAYMENTS
GP12.	FINAL PAYMENT
GP13.	PERMITS
GP14.	UTILITIES
GP15.	INSURANCE

GENERAL PROVISIONS

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. SUPERVISION:

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.

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GP5. RESIDENT SUPERINTENDENT:

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. CHANGES IN THE WORK:

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 that any 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.

GENERAL PROVISIONS

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

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.

~ INDEX TO THE ~ SPECIAL PROVISIONS

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SP1. SPECIFICATIONS:

The following Special Provisions are in addition to the Indiana Department of Transportation 2022 STANDARD SPECIFICATIONS which 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 2022 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 PH. 2
MONROE COUNTY, INDIANA**

The proposed construction will consist of:

0.6 miles of 10 foot wide trail from Loesch Road Trailhead to Woodyard Road with bridge rehab and new bridge construction, 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.

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 (120) 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. CLEARING RIGHT OF WAY:

Remove all brush and small trees required for the complete construction of the project. Large trees that are within the construction limits have already been removed. If any trees remain, contact Monroe County for direction. Contractor shall be responsible to remove all stumps within the project limits and shall be paid under this lump sum item.

SP11. PERMITS:

An Indiana Department of Environmental Management (IDEM) Section 401 Regional General Permit (RGP) was applied for on November 4, 2021 and the project was determined to meet the terms and conditions of the RGP. A U.S. Army Corps of Engineers Regional General Permit and Section 404 Permit of the Clean Water Act (CWA) was approved on January 15, 2020.

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. 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.

SP14. RR PAD

Description

This work shall consist of constructing pads intended for railroad structures, as indicated on the plans.

Construction Requirements

Construction requirement shall be in accordance with 301.

Pads shall be constructed using Compacted Aggregate No. 53, and shall have a slope no greater than 0.5% across the top. Dimensions shall be in accordance with Indiana Railroad specifications. Pads shall average one foot thickness, with side slopes of 3' horizontal to 1' vertical.

Method of Measurement

RR Pads will be measured by cubic yard. Measurement will be made by quantity of material placed.

Basis of Payment

RR Pads will be paid for at the contract unit price per linear foot.

Payment will be made under:

Pay Item	Pay Unit Symbol
RR Pad.....	CYS

SP15. LINEAR GRADING

Description

This work shall consist of all grading and materials required to set the grade of the trail along the existing railroad ballast (Sta. 100+00 to Sta. 118+00). 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. FENCE GATE, FARM FIELD

Contractor shall install gate across adjacent property owner access driveway. Gate shall be a pipe style gate, sufficient to maintaining the boundary between the trail and the adjacent property. Gate posts shall be set in concrete, a minimum of 12” diameter, and 36” below ground.

SP17. RECTANGULAR RAPID FLASHING BEACON ASSEMBLY

Description

This work shall consist of the installation of a pedestal mounted Rectangular Rapid Flashing Beacon Assembly in accordance with 105.03.

Materials

Materials shall be in accordance with 805.02 and the following:

Traffic Signs	919.01	
Traffic Signal Materials and Equipment		922

The Rectangular Rapid Flashing Beacon Assembly shall be from the Department’s Approved List of Traffic Signal and ITS Control Equipment.

Construction Requirements

The pedestal mounted Rectangular Rapid Flashing Beacon Assembly shall be installed as shown on the plans, in accordance with the standard drawings and manufacturer recommendations.

Method of Measurement

The pedestal mounted Rectangular Rapid Flashing Beacon Assembly will be measured by each assembly, complete in place.

Sheet signs, signal pedestal foundations, signal pedestals, and pedestrian push buttons will not be measured separately and will be included as part of the assembly.

Basis of Payment

The pedestal mounted Rectangular Rapid Flashing Beacon Assembly will be paid for at the contract unit price per each.

Payment will be made under:

Pay Item	Pay Unit Symbol
Rectangular Rapid Flashing Beacon Assembly	EACH

The costs of the foundation, posts, LED flashers, signs, controls, cabinet, wiring, hardware necessary to attach all appurtenances to the structural support, and all required labor and incidentals shall be included in the cost of the Rectangular Rapid Flashing Beacon Assembly.

SP18. CLEANING OF STEEL BEAMS:

The present steel beams shall be retained to support the new deck. The exterior surfaces of all steel beams shall be cleaned of scaling rust and debris to a cleanliness meeting the requirements of SSPC-SP7/NACE 4 called "brush-off blast cleaning". The exterior faces of outside beams, all parts of all beams within 12" of the bearing seats, and any bearing seat hardware shall be cleaned to the SSPC-SP6/NACE 3 standards called "commercial blast cleaning". Work shall comply with government regulations governing such work, and shall catch the removed rust and blasting media and dispose of it in a manner meeting government standards.

SP19. PAINTING:

Paint the areas specified above to be cleaned to SSPC-SP6 with the following system:

1. Prime Coat: Sherwin-Williams Macropoxy 646 FC or equal applied per mfr's recommendations.
2. Finish Coat: Polyurethane per Std. INDOT paint system, but semi-gloss. Color per County.
3. Other parts of the bridges shall not be painted.

SP20. PILES AND PILE DRIVING:

This work consists of driving piles in accordance with INDOT specification 701.

The conical pile tip will be required and shall be attached to the steel pipe pile prior to driving piles. The cost of conical tip of the pipe pile shall be included in the cost of steel pipe pile per linear feet.

SP21. BRIDGE RAILING:

Bridge railing shall be furnished and installed along both copings of the rehabilitated Bridge #4. The railing shall be 54" high above deck surface, shall be hot-dipped galvanized steel, and shall meet the strength and gap sizes recommended by AASHTO Guide Specification for the Design of Pedestrian Bridges. The railing shall be surface mounted, with post base plates secured to deck by appropriate epoxy anchors or mechanical anchors. If prefabricated railing is used, appropriate anchors shall be furnished by railing supplier. Base plates of posts shall be shimmed or fabricated to compensate for the 2% cross slope of the decks.

Before ordering the railing, contractor shall verify that the deck lengths in plans falls within 3" of the (hidden) back face of abutments. If discrepancies are found, notify engineer.

SP22. OFF-STRUCTURE RAILING:

Twenty feet of chain-link fence shall be furnished and installed at each corner of Bridge #4, and both western corners of the new bridge. Each such fence shall start as close to the bridge abutment as possible, to minimize the gap between bridge rails and off-structure railing. The off-structure fencing shall have a 1 in 10 flare, widening as it goes away from bridge, and shall be the same height as the bridge railing. Earthwork needed to provide an embankment width adequate to support the fencing is included in this work. The fence shall be galvanized steel with posts driven into ground. Set a fence to line up smoothly with the inside face of the bridge rail.

SP23. DECK FOR BOARDWALK:

This work consists of deck for the boardwalk beyond the bridge limit.

The material for the deck boards shall be composite and specifications for the composite timber decking shall be similar to Trex decking material. See attached documents for the Trex decking specifications.

SP24. BRIDGE, STEEL TRUSS, PRE-ENGINEERED:

Description

This work shall consist of the design, fabrication, delivery, assembly and erection of a pre-engineered, pre-fabricated steel truss bridge in accordance with TS 102. The truss for the pre-engineered, pre-fabricated bridge shall be welded steel construction. The truss system shall be an H-section, half-through pony-type Pratt truss. A minimum of five years of experience in the design and fabrication of pre-engineered/pre-fabricated bridges is required.

This work shall also consist of the design and construction of reinforced concrete bridge deck in accordance with these requirements, the applicable portions of INDOT SS 702, 703, 704 and as shown on the plans.

Materials

Materials shall be in accordance with the applicable portions of INDOT SS 619, 702, 703 and 711 and the following:

1. All bridge structural members, including rail elements and handrail elements, shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes, $F_y = 50,000$ psi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G 101, shall be 6.0.
2. Field splices shall be fully bolted with ASTM A325 Type 3 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."

3. Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", current edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of corrosion resistant steels, the filler metal shall be in accordance with AWS D1.1, Section 3.7.3.
4. Concrete shall be in accordance with INDOT SS 702.
5. Reinforcing steel shall be in accordance with INDOT SS 703.

Design Data

The design of the pre-engineered, pre-fabricated steel truss bridge and reinforced concrete bridge deck shall be performed in accordance with the following:

1. "LRFD Guide Specifications for the Design of Pedestrian Bridges," AASHTO, 2009
2. "LRFD Bridge Design Specifications," AASHTO, 2012, and all interim specifications
3. "Steel Construction Manual," American Institute of Steel Construction, Thirteenth Edition or latest edition.
4. "Indiana Department of Transportation Design Manual," current edition.

In addition to normal dead loads, the pre-engineered, pre-fabricated steel truss bridge shall be designed for the following:

1. Uniform Live Load: Bridge shall be designed for an evenly distributed pedestrian live load of 90 lbs/sq ft as required by AASHTO.
2. Vehicle Load: Bridge shall be designed for a live load equivalent to an H10 truck loading in accordance with AASHTO.
3. Wind Load: Bridge shall be designed for a minimum wind load of 120 miles per hour. The wind shall be calculated on the entire vertical surface of the bridge.
4. Seismic Load: The entire structure, including the bearing assemblies, shall be designed for Performance Category "A" requirements in accordance with AASHTO.
5. Temperature: Bridge shall be designed to accommodate a temperature differential of 120°F. At least 1 in. clearance shall be provided between the concrete expansion abutment and the end of the bridge floor.
6. Deflection: Bridge shall be cambered to offset dead load deflections. Final grade for bridge shall be as shown on the plans. Vertical deflection due to un-factored service pedestrian load shall not exceed $L/360$ of the span.

Fabrication

Fabrication of the pre-engineered, pre-fabricated steel truss bridge shall be in accordance with the applicable portions of INDOT SS 711 and the following:

1. Workmanship, fabrication, and shop connections shall be in accordance with AASHTO.

2. Three sets of working drawings and structural design calculations, signed and sealed by a Professional Engineer registered to practice in the State of Indiana, shall be submitted to the Engineer for review and approval prior to fabrication. Tension members shall require Charpy V-notch testing per zone 2.
3. Bridge shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category "Simple Steel Bridges" as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.
4. Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.
5. Continuous railing shall be located on the inside of the trusses. The railing shall have a maximum opening of 4 in. All railing shall have a smooth inside surface with no protrusions or depressions. All ends of angles, channels and tubular members shall be closed and ground smooth.

Construction Requirements

Construction of the pre-engineered, pre-fabricated steel truss bridge and the reinforced concrete bridge deck shall be in accordance with the applicable portions of INDOT SS 619, 702, 703, 704 and 711 and the following:

1. Structural design of the reinforced concrete bridge deck shall be performed by the Contractor. Prior to construction of the bridge deck, three sets of detailed working drawings and structural design calculations, signed and sealed by a Professional Engineer registered to practice in the State of Indiana, shall be submitted to the Owner and Engineer for review and approval.
2. The Contractor shall verify with the bridge manufacturer all dimensions, locations, configurations and bearing assemblies required at the bridge substructures for proper installation of bridge. Substructure dimensions and elevations indicated on the Plans and working drawings shall be adjusted in accordance with the bridge manufacturer's requirements with no direct payment for modification of the substructures. All adjustments shall be submitted as working drawings with calculations to the Owner and Engineer for review and approval prior to construction of the bridge substructures and prior to fabrication of the prefabricated bridge.
3. Bare applications of enhanced corrosion resistant steels.

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7, latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of bottom chord shall not be blasted.

4. The bridge shall be delivered to the site by truck. Precautions shall be taken during transportation to prevent warping, twisting and damage to the steel members and their finish.
5. The Contractor shall coordinate with the bridge manufacturer regarding the required unloading, erection, splicing, bearing and bolting procedures.
6. All damage to structural members and finishes of bridge during transportation, storage, or installation shall be repaired or replaced at no additional cost as directed by the Engineer.
7. Concrete and reinforcing steel testing requirements shall be in accordance with INDOT specification 702 and 703, respectively.

Method of Measurement

Pre-engineered/pre-fabricated steel truss bridge and erection will not be measured separately. No measurement will be made for design and construction of reinforced concrete bridge deck.

Basis of Payment

Bridge, steel truss, pre-engineered will be paid for at the contract unit price per lump sum.

Payment will be made under:

Pay Item

Pay Unit Symbol

Bridge, Steel Truss, Pre-Engineered.....Lump Sum

The cost of design, working drawing preparation, labor, materials, fabrication, delivery, erection and assembly required for the installation of bridge shall be included in the cost of the pay item.

The cost of design, working drawing preparation, labor and materials required for construction of the reinforced concrete bridge deck including reinforcing steel, concrete and formwork shall be included in the cost of the pay item.

The cost of drilling holes for anchor bolts, anchor bolts, bridge bearing devices, fabrication, Charpy V-Notch toughness tests and necessary incidentals shall be included in the cost of the pay item.

The cost of material for railing and handrails as well as installation of railing and handrails shall be included in the cost of the pay item.

SP25. RAILROAD FLAGGING:

Contractor shall coordinate with Indiana Railroad to provide a certified railroad flagger at all times when work is being done within the railroad right of way.

SP26. CONTRACT QUESTIONS:

Submit all questions in writing to the following address:

VS Engineering Inc.
Attn. Josh Eisenhauer, P.E.
120 W 7th Street, Ste 306
Bloomington, IN 47404

Questions [may also be sent via email to jeisenhauer@vsengineering.com](mailto:jeisenhauer@vsengineering.com). All questions must be received prior to 9:00 a.m. local time, December 13, 2021. 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 IC9-13-2-105.

"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

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 fifty 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 muffler 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, fire or police vehicle when responding to an emergency call;
- (B) communication devices necessary in the performance of law enforcement or fire 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 crowd 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 mufflers 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.

- (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 a penalty.
- (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]

STANDARD DRAWINGS

**~ INDEX TO THE ~
STANDARD DRAWINGS**

Standard Drawing

Description

E801-TCDV-05

TYPICAL CONSTRUCTION SIGN MOUNTING

E801-TCSN-04-06

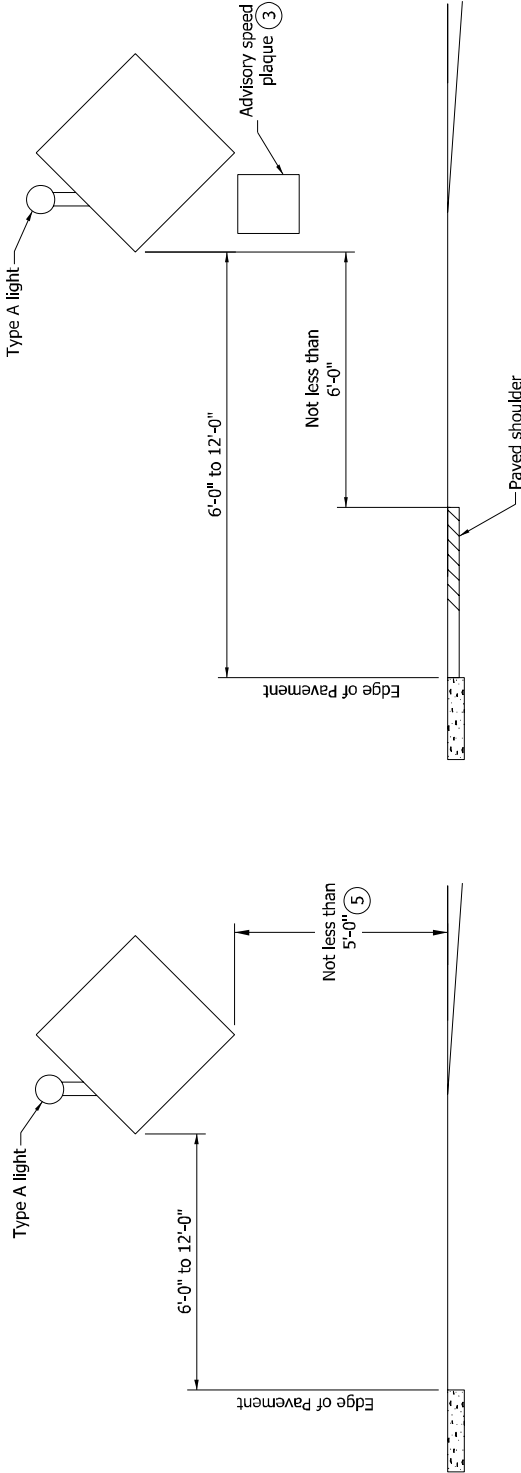
TRAFFIC CONTROL SIGN DESIGN DETAILS

For Additional Standard Drawings, see INDOT Standard Drawings website:

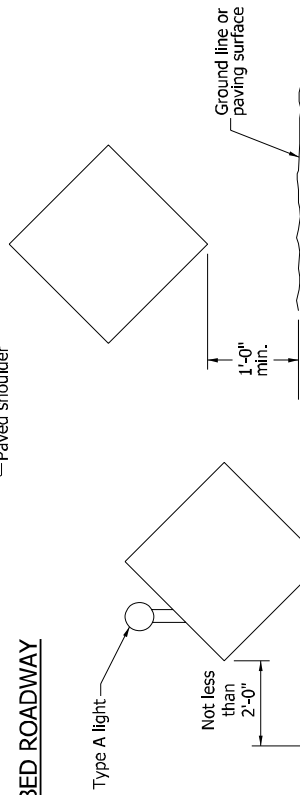
<https://www.in.gov/dot/div/contracts/standards/drawings/>

NOTES:

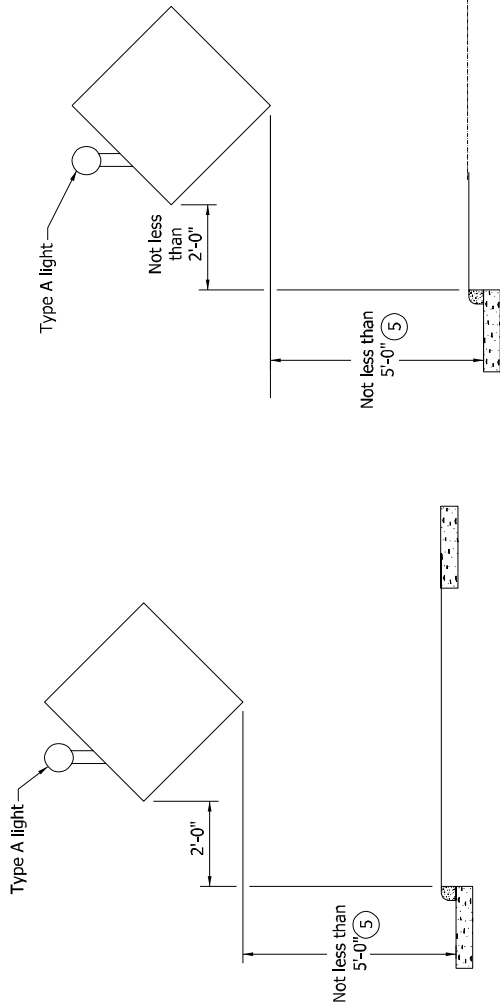
1. See Standard Drawing E 801-TCSN-1.1 for additional notes.
2. Signs, lights, and supports shall satisfy NCHRP 350 crash evaluation criteria.
3. An advisory speed plaque, required to be placed with another construction sign, may be mounted on the post closest to the roadway at a height not less than 4 ft above the edge of pavement adjacent to the sign. The bottom of the construction warning sign shall not be lower than the top of the advisory speed plaque.
4. Type A warning light required on all construction signs.
5. In urban area or on Interstate route, mounting height shall not be less than 7 ft.



UN-CURBED ROADWAY



TEMPORARY MOUNTED CONSTRUCTION SIGN



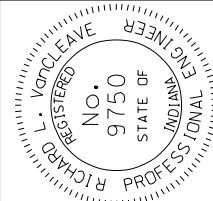
CURBED ROADWAY

INDIANA DEPARTMENT OF TRANSPORTATION

TYPICAL CONSTRUCTION
SIGNS MOUNTING
SEPTEMBER 2002

STANDARD DRAWING NO. E 801-TCDV-05

DETAILS PLACED IN THIS FORMAT	09/04/12
/s/ Richard L. Van Cleave	09/04/12
SUPERVISOR, ROADWAY STANDARDS	DATE
/s/ Mark A. Miller	09/04/12
CHIEF ENGINEER	DATE



①

SIGN NUMBER	MUTCD CODE	SIGN MESSAGE	POST DESIGN 4 X 4 WOOD	SIGN SIZE S/STEEL	SIGN COLOR		BORDER WIDTH	MARGIN WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	PCT.	NO. OF POSTS	
					BACKGROUND	COPY								CORNER RADIUS	1
R2-1	R2-1	Speed Limit	* A	24 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R2-1-B	R2-1	Speed Limit	* B	48 X 60	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R2-2-A (R or L)	R2-2	(Movement Prohibition)	* A	30 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R2-2-C (R or L)	R2-2	(Movement Prohibition)	* B	48 X 48	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R4-1	R4-1	Do Not Pass	* A	24 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R4-1-B	R4-1	Do Not Pass	* B	48 X 60	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R5-1-A	R5-1	Do Not Enter	* A	36 X 36	Red	White			See FHWA publication Standard Highway Signs for fabrication details						X
R5-1-B	R5-1	Do Not Enter	* B	48 X 48	Red	White			See FHWA publication Standard Highway Signs for fabrication details						X
R6-1 (R or L)	R6-1	One Way (Inside White Arrow)	* A	36 X 12	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R6-2-A (R or L)	R6-2	One Way (Above White Arrow)	* A	24 X 30	Black & White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R11-2	R11-2	Road Closed	* B	48 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R11-3	R11-3	Road Closed - Local Traffic Only	* A	60 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R11-4	R11-4	Road Closed to Thru Traffic	* B	60 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R12-1	R12-1	Weight Limit - Tons	* A	24 X 30	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
R12-1-A	R12-1	Weight Limit - Tons	* B	36 X 48	White	Black			See FHWA publication Standard Highway Signs for fabrication details						X
S4-4	S4-4	When Flashing Plaque	* -	48 X 20	White	Black			See FHWA publication Standard Highway Signs for fabrication details						-
XW1-1-A (R or L)	W1-1	(Turn Symbol)	* A	36 X 36	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-1-B (R or L)	W1-1	(Turn Symbol)	* B	48 X 48	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-2-A (R or L)	W1-2	(Curve Symbol)	* A	36 X 36	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-2-B (R or L)	W1-2	(Curve Symbol)	* B	48 X 48	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-3-A (R or L)	W1-3	(Reverse Turn Symbol)	* A	36 X 36	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-3-B (R or L)	W1-3	(Reverse Turn Symbol)	* B	48 X 48	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-4-A (R or L)	W1-4	(Reverse Curve Symbol)	* A	36 X 36	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-4-B (R or L)	W1-4	(Reverse Curve Symbol)	* B	48 X 48	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-6	W1-6	(Single Headed Arrow)	* A	48 X 24	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW1-6-A	W1-6	(Single Headed Arrow)	* B	60 X 30	Orange	Black			See FHWA publication Standard Highway Signs for fabrication details						X
XW2-6	W2-6	Worksite Added Penalty	* B	60 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C	5 - Series C	5 - Series C	2 1/4		X
XW2-6-A	W2-6	Worksite Added Penalty	* A	78 X 42	Orange	Black	7/8	5/8	6 - Series D	6 - Series D	6 - Series D	6 - Series D	2 1/4		X
XW2-6a	W2-6a	Speeding Max \$1,000	* A	30 X 30	Orange	Black	3/4	1/2	4 - Series C	4 - Series C	4 - Series C	4 - Series C	1 7/8		X
XW2-6a-A	W2-6a	Speeding Max \$1,000	* A	36 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C	5 - Series C	5 - Series C	2 1/4		X
XW2-6a-B	W2-6a	Speeding Max \$1,000	* B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D	6 - Series D	3		X
XW2-6b	W2-6b	Reckless Driving Max 6 Yrs	* A	30 X 30	Orange	Black	3/4	1/2	4 - Series C	4 - Series C	4 - Series C	4 - Series C	1 7/8		X
XW2-6b-A	W2-6b	Reckless Driving Max 6 Yrs	* A	36 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C	5 - Series C	5 - Series C	2 1/4		X
XW2-6b-B	W2-6b	Reckless Driving Max 6 Yrs	* B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D	6 - Series D	3		X

*Wood post permitted.

NOTES:

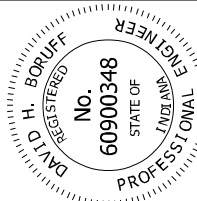
- ① Spacing between letters of this word or line shall be reduced by this percentage as shown in the FHWA document, *Standard Highway Signs*.
2. See Standard Drawing E 801-TCSN-01 for additional general notes.
3. All dimensions are in inches.

INDIANA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SIGN DESIGN DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCSN-04



DAVID H. BORUFF
REGISTERED
No. 60900348
STATE OF INDIANA
PROFESSIONAL ENGINEER

/s/ David H. Boruff
DESIGN STANDARDS ENGINEER

03/24/16
DATE

/s/ Mark A. Miller
CHIEF ENGINEER

03/24/16
DATE

(1) (1)

SIGN NUMBER	IMUTCD CODE	SIGN MESSAGE	POST DESIGN		SIGN SIZE	SIGN COLOR	BORDER WIDTH	MARGIN WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	PCT.	CORNER RADIUS	NO. OF POSTS	
			4 X 4 WOOD	STEEL											1	2
XW3-4S	-	Overhead Sign Installation	*	B	60 X 24	Orange	1/2	3/8	6 - Series C	6 - Series C				1 1/2	X	X
XW3-5-A	W3-5	(Reduced Speed Limit Ahead)	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW3-5-B	W3-5	(Reduced Speed Limit Ahead)	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW3-5a-A	W3-5	(Reduced Speed Limit Ahead)	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW3-5a-B	W3-5	(Reduced Speed Limit Ahead)	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW4-2 (R or L)	W4-2	(Lane Ends Merge Symbol)	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW4-2-A (R or L)	W4-2	(Lane Ends Merge Symbol)	*	A	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW6-2a-A	W6-2	(Divided Highway Ends Symbol)	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW6-2a-B	W6-2	(Divided Highway Ends Symbol)	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW6-3-B	W6-3	(Two Way Traffic Symbol)	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-1-A	W8-1	Bump	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-1-B	W8-1	Bump	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-2-A	W8-2	Dip	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-2-B	W8-2	Dip	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-3-A	W8-3	Pavement Ends	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-4-A	W8-4	Soft Shoulder	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-4-B	W8-4	Soft Shoulder	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-6-A	W8-6	Truck Crossing	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW8-6-B	W8-6	Truck Crossing	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW9-1-A (R or L)	W9-1	Lane Ends	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW9-1-B (R or L)	W9-1	Lane Ends	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW9-2-B (R or L)	W9-2	Lane Ends Merge	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW12-1-C	W12-1	Double Arrow	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW13-1-A	W13-1	Advisory Speed Plaque	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-1	W20-1	Road Construction Ahead	*	B	48 X 48	Orange	1 1/4	3/4	7 - Series C	7 - Series C	Construction	25	3		X	X
XW20-1-A	W20-1	Road Construction Ahead	*	R	60 X 60	Orange	1 1/2	1	8 - Series C	8 - Series C	Construction	25	3		X	X
XW20-1a	W20-1a	Road Repairs Next Miles	*	B	48 X 48	Orange	1 1/4	3/4	8 - Series C	8 - Series C	6 - Series C		3		X	X
XW20-2	W20-2	Detour Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-3	W20-3	Road Closed Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-4	W20-4	One Lane Road Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-5 (R, C, or W)	W20-5	Lane Closed Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-7-A	W20-7	Flagger Symbol	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X	X
XW20-YWR(A)	-	Wide Load Restriction Miles	*	B	48 X 48	Orange	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D		3		X	X
XW20-YWR(B)	-	Wide Load Over ft Must Exit	*	B	48 X 48	Orange	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C	6 - Series C	3		X	X
XW20-YWR(C)	-	No Loads Over ft Wide	*	B	48 X 48	Orange	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D	6 - Series D	3		X	X

*Wood post permitted.

NOTES:

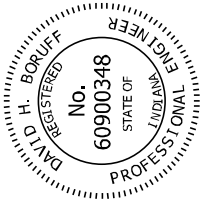
- (1) Spacing between letters of this word or line shall be reduced by this percentage as shown in the FHWA document, *Standard Highway Signs*.
- 2. See Standard Drawing E 801-TCSN-01 for additional general notes.
- 3. All dimensions are in inches.

INDIANA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SIGN DESIGN DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCSN-05



/s/ David H. Boruff
DESIGN STANDARDS ENGINEER
DATE 03/24/16

/s/ Mark A. Miller
CHIEF ENGINEER
DATE 03/24/16

① ①

SIGN NUMBER	IMUTCD CODE	SIGN MESSAGE	POST DESIGN		SIGN SIZE	SIGN COLOR	BORDER WIDTH	MARGIN WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	CORNER RADIUS	NO. OF POSTS	
			WOOD	STEEL										1	2
XW21-1-A	W21-1	Workers Symbol	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-2	W21-2	Fresh Oil	*	A	30 X 30	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-2-A	W21-2	Fresh Oil	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-3-A	W21-3	Road Machinery Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
W20-1	W20-1	Road Work Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-5-A	W21-5	Shoulder Work	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-6-A	W21-6	Survey Crew	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-7	W21-7	Utility Work Ahead	*	A	36 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-7-A	W21-7	Utility Work Ahead	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW21-8a	W21-8	Mowing Crews Ahead	*	A	36 X 36	Orange	3/4	1/2	6 - Series C	6 - Series C	6 - Series C		2 1/4		X
XW21-8a-A	W21-8	Mowing Crews Ahead	*	B	48 X 48	Orange	1 1/4	3/4	8 - Series C	8 - Series C	8 - Series C		3		X
XW21-8b	W21-8	Mowing Crews Next Miles	*	A	36 X 36	Orange	3/4	1/2	6 - Series C	6 - Series C	6 - Series C	4 - Series C	2 1/4		X
XW21-8b-A	W21-8	Mowing Crews Next Miles	*	B	48 X 48	Orange	1 1/4	3/4	8 - Series C	8 - Series C	8 - Series C	6 - Series C	3		X
XW21-8b-B	W21-8	Moving Crews Next Miles	*	B	48 X 48	Orange	1 1/4	3/4	7 - Series C	7 - Series C	7 - Series C	6 - Series C	3		X
XW103-1	G20-1	Watch for Stopped Traffic	*	B	60 X 36	Orange	3/4	1/2	6 - Series C	6 - Series C	6 - Series C		2 1/4		X
XG20-1	G20-1	Road Construction Next Miles	*	B	60 X 24	Orange	1/2	3/8	6 - Series C	6 - Series C	6 - Series C		1 1/2		X
G20-2	G20-2	End Construction	*	B	48 X 18	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
G20-2	G20-2	End Road Work	*	B	48 X 18	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XG20-4	G20-4	Pilot Car Follow Me	*	-	36 X 18	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XG20-5	-	(Route Number or Lane Closed On or After _____)	*	B	60 X 36	Orange	3/4	1/2	6 - Series C	6 - Series C	6 - Series C		2 1/4		X
XG20-5P	XG20-5P	Worksite Plaque	*	-	48 X 16	Orange	1/2	3/8	8 - Series C	8 - Series C	8 - Series C		1 1/2		X
XW20-6	-	Lane Restrictions On or After _____	*	B	60 X 36	Orange	3/4	1/2	5 - Series C	5 - Series C	5 - Series C		1 7/8		X
XW20-6A	-	Lane Restrictions On or After _____	*	B	72 X 36	Orange	7/8	5/8	6 - Series C	6 - Series C	6 - Series C		2 1/4		X
XM4-9 (R or L)	M4-9	Detour (Above Black Arrow)	*	A	30 X 24	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XM4-9-B (R or L)	M4-9	Detour (Above Black Arrow)	*	B	48 X 36	Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XM4-9a	-	St / Detour Arrow	*	B	L X 36	Orange	1/2	3/8	4 - Series C	4 - Series C	4 - Series C	1	30	1 1/2	X (L > 42)
XM4-9a	-	St / Direction / Detour Arrow	*	B	L X 48	Orange	1/2	3/8	4 - Series C	4 - Series C	4 - Series C	1	30	1 1/2	X (L > 36)
XM4-10 (R or L)	M4-10	Detour (Inside Orange Arrow)	*	B	48 X 18	Black & Orange			See FHWA publication Standard Highway Signs for fabrication details						X
XW105-1-A	XW105-1-A	Right Lane Exit Open	*	B	48 X 48	Orange	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C		3		X
XW105-1-A	XW105-1-A	Exit Closed	*	B	48 X 48	Orange	1 1/4	3/4	7 - Series C	7 - Series C	7 - Series C		3		X
XW106-2-A	XW106-2-A	Exit Open	*	B	48 X 48	Orange	1 1/4	3/4	7 - Series C	7 - Series C	7 - Series C		3		X
XW109-1	-	Exit (Above Black Arrow)	*	B	48 X 48	Orange			See FHWA publication Standard Highway Signs for fabrication details						X

*Wood post permitted.

NOTES:

- ① Spacing between letters of this word or line shall be reduced by this percentage as shown in the FHWA document, *Standard Highway Signs*.
- 2. See Standard Drawing E 801-TCSN-01 for additional general notes.
- 3. All dimensions are in inches.

INDIANA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SIGN DESIGN DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCSN-06

DAVID H. BORUFF
REGISTERED PROFESSIONAL ENGINEER
No. 60900348
STATE OF INDIANA

/s/ David H. Boruff
DESIGN STANDARDS ENGINEER
DATE 03/24/16

/s/ Mark J. Miller
CHIEF ENGINEER
DATE 03/24/16

Project: Monroe County, Karst Farm Trail, Phase 2
Date Issued: December 1, 2021

FROM: VS Engineering, Inc.
120 W 7th Street, Suite 306
Bloomington, IN 47404

This Addendum forms a part of the Contract Documents and modifies the latest Bidding Documents, Dated November 16, 2021, as noted below. **Acknowledge receipt of this Addendum in the space provided in the Bid Form.** Failure to do so may subject Bidder to disqualification.

This Addendum consists of **9** pages.

MODIFICATIONS TO PREVIOUS ADDENDA:

None to Date

CLARIFICATIONS:

- 1) For planning purposes, assume a Notice to Proceed date of March 1, 2022
- 2) The contact for Indiana Railroad is Justin Cronin, justin.cronin@inrd.com, 317-616-3455
- 3) Material for Detectable Warning Fields shall be cast iron
- 4) Monroe County will accept aluminum or steel in place of the timber for the boardwalk substructure, provided that the structure meets the same specifications as the Prefabricated Bridge. Boardwalk deck shall conform to the special provision requirements.
- 5) Painting shall apply to bridges, bridge railings, and off structure railing. Color shall be Sherwin Williams, "Rain Forest, SW 4071".

PROPOSAL:

- 1) Replace Proposal Form with the attached Form.

SPECIAL PROVISIONS:

- 1) Replace SP4 "Barricades, Traffic Signs and Lights with the following:

MAINTENANCE OF TRAFFIC:

The Contractor shall erect barricades and traffic control signs wherever required for safeguarding the public and they shall be acceptable to the Engineer. Maintenance of Traffic operations shall be in accordance with INDOT's Standard Detail Drawings.

Payment will be made under:

Pay Item	Pay Unit Symbol
Maintaining Traffic.....	LS

- 2) Replace SP23 "Bridge, Steel Truss, Pre-Engineered" with the following:

PREFABRICATED BRIDGE:

Description

This work shall consist of the design, fabrication, delivery, assembly and erection of a pre-engineered, pre-fabricated steel truss bridge in accordance with TS 102 or aluminum truss bridge in accordance with INDOT SS 102.

The truss for the pre-engineered, pre-fabricated steel bridge shall be welded steel construction. The truss system shall be an H-section, half-through pony-type Pratt truss. A minimum of five years of experience in the design and fabrication of pre-engineered/pre-fabricated bridges is required.

The truss for the pre-engineered, pre-fabricated aluminum bridge shall be welded aluminum construction. The truss system shall be an H-section, half-through pony-type Pratt truss. A minimum of five years of experience in the design and fabrication of pre-engineered/pre-fabricated bridges is required.

This work shall also consist of the design and construction of reinforced concrete bridge deck in accordance with these requirements, the applicable portions of INDOT SS 702, 703, 704 and as shown on the plans.

Materials

A. Steel

Materials shall be in accordance with the applicable portions of INDOT SS 619, 702, 703 and 711 and the following:

1. All bridge structural members, including rail elements and handrail elements, shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes, Fy = 50,000 psi. The minimum corrosion

index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G 101, shall be 6.0.

2. Field splices shall be fully bolted with ASTM A325 Type 3 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."
3. Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", current edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of corrosion resistant steels, the filler metal shall be in accordance with AWS D1.1, Section 3.7.3.
4. Concrete shall be in accordance with INDOT SS 702.
5. Reinforcing steel shall be in accordance with INDOT SS 703.

B. Aluminum

Materials shall be in accordance with the applicable portions of INDOT SS 619, 702, 703 and 711 and the following:

1. All bridge structural members, including rail elements and handrail elements, shall be fabricated from high strength, atmospheric corrosion resistant ASTM B221 aluminum and aluminum-alloy extruded bars, rods, wire, profiles, and tubes and/or ASTM B308 for aluminum-alloy standard structural profiles, or ASTM B746, aluminum structural plate.
2. Field splices shall be fully bolted with ASTM F468 nonferrous bolts and ASTM F467 nonferrous nuts in accordance with the relevant sections of the Aluminum Design Manual.
3. Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.2 "Structural Welding Code", current edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of aluminum, the filler metal shall be in accordance with AWS D1.2.
4. Concrete shall be in accordance with INDOT SS 702.
5. Reinforcing steel shall be in accordance with INDOT SS 703.

Design Data

The design of the pre-engineered, pre-fabricated truss bridge and reinforced concrete bridge deck shall be performed in accordance with the following:

1. "LRFD Guide Specifications for the Design of Pedestrian Bridges," AASHTO, 2009
2. "LRFD Bridge Design Specifications," AASHTO, 2012, and all interim specifications
3. "Steel Construction Manual," American Institute of Steel Construction, Thirteenth Edition, or latest edition.

4. "Aluminum Design Manual," Aluminum Association, 2015 or latest edition.
5. "Indiana Department of Transportation Design Manual," current edition.

In addition to normal dead loads, the pre-engineered, pre-fabricated aluminum truss bridge shall be designed for the following:

1. Uniform Live Load: Bridge shall be designed for an evenly distributed pedestrian live load of 90 lbs/sq ft as required by AASHTO.
2. Vehicle Load: Bridge shall be designed for a live load equivalent to an H10 truck loading in accordance with AASHTO.
3. Wind Load: Bridge shall be designed for a minimum wind load of 120 miles per hour. The wind shall be calculated on the entire vertical surface of the bridge.
4. Seismic Load: The entire structure, including the bearing assemblies, shall be designed for Performance Category "A" requirements in accordance with AASHTO.
5. Temperature: Bridge shall be designed to accommodate a temperature differential of 120°F. At least 1 in. clearance shall be provided between the concrete expansion abutment and the end of the bridge floor.
6. Deflection: Bridge shall be cambered to offset dead load deflections. Final grade for bridge shall be as shown on the plans. Vertical deflection due to un-factored service pedestrian load shall not exceed $L/360$ of the span.

Fabrication

A. Steel

Fabrication of the pre-engineered, pre-fabricated steel truss bridge shall be in accordance with the applicable portions of INDOT SS 711 and the following:

1. Workmanship, fabrication, and shop connections shall be in accordance with AASHTO.
2. Three sets of working drawings and structural design calculations, signed and sealed by a Professional Engineer registered to practice in the State of Indiana, shall be submitted to the Engineer for review and approval prior to fabrication. Tension members shall require Charpy V-notch testing per zone 2.
3. Bridge shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category "Simple Steel Bridges" as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.
4. Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

5. Continuous railing shall be located on the inside of the trusses. The railing shall have a maximum opening of 4 in. All railing shall have a smooth inside surface with no protrusions or depressions. All ends of angles, channels and tubular members shall be closed and ground smooth.

B. Aluminum

Fabrication of the pre-engineered, pre-fabricated aluminum truss bridge shall be in accordance with the applicable portions of INDOT SS 711 and the following:

1. Workmanship, fabrication, and shop connections shall be in accordance with AASHTO.
2. Three sets of working drawings and structural design calculations, signed and sealed by a Professional Engineer registered to practice in the State of Indiana, shall be submitted to the Engineer for review and approval prior to fabrication. Tension members shall require Charpy V-notch testing per zone 2.
3. Bridge shall be fabricated by a fabricator who is currently certified by the Aluminum Association to have the personnel, organization, experience, capability, and commitment to produce fabricated structural aluminum
4. Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.
5. Continuous railing shall be located on the inside of the trusses. The railing shall have a maximum opening of 4 in. All railing shall have a smooth inside surface with no protrusions or depressions. All ends of angles, channels and tubular members shall be closed and ground smooth.

Construction Requirements

Construction of the pre-engineered, pre-fabricated truss bridge and the reinforced concrete bridge deck shall be in accordance with the applicable portions of INDOT SS 619, 702, 703, 704, 711, 803 and the following:

1. Structural design of the reinforced concrete bridge deck shall be performed by the Contractor. Prior to construction of the bridge deck, three sets of detailed working drawings and structural design calculations, signed and sealed by a Professional Engineer registered to practice in the State of Indiana, shall be submitted to the Owner and Engineer for review and approval.
2. The Contractor shall verify with the bridge manufacturer all dimensions, locations, configurations and bearing assemblies required at the bridge substructures for proper installation of bridge. Substructure dimensions and elevations indicated on the Plans and working drawings shall be adjusted in accordance with the bridge manufacturer's requirements with no direct payment for modification of the substructures. All adjustments shall be submitted as working drawings with calculations to the Owner and Engineer for review and approval prior to construction of the bridge substructures and prior to fabrication of the prefabricated bridge.

3. Bare applications of aluminum and aluminum-alloys.
4. Bare applications of enhanced corrosion resistant steels

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7, latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of bottom chord shall not be blasted.

Exposed surfaces of aluminum shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of bottom chord shall not be blasted.

1. The bridge shall be delivered to the site by truck. Precautions shall be taken during transportation to prevent warping, twisting and damage to the aluminum members and their finish.
2. The Contractor shall coordinate with the bridge manufacturer regarding the required unloading, erection, splicing, bearing and bolting procedures.
3. All damage to structural members and finishes of bridge during transportation, storage, or installation shall be repaired or replaced at no additional cost as directed by the Engineer.
4. Concrete and reinforcing steel testing requirements shall be in accordance with INDOT specification 702 and 703, respectively.

Method of Measurement

Pre-engineered/pre-fabricated steel or aluminum truss bridge and erection will not be measured separately. No measurement will be made for design and construction of reinforced concrete bridge deck.

Basis of Payment

Prefabricated bridge will be paid for at the contract unit price per lump sum.

Payment will be made under:

Pay Item	Pay Unit Symbol
Prefabricated Bridge.....	Lump Sum

The cost of design, working drawing preparation, labor, materials, fabrication, delivery, erection and assembly required for the installation of bridge shall be included in the cost of the pay item.

The cost of design, working drawing preparation, labor and materials required for construction of the reinforced concrete bridge deck including reinforcing steel, concrete and formwork shall be included in the cost of the pay item.

The cost of drilling holes for anchor bolts, anchor bolts, bridge bearing devices, fabrication, Charpy V-Notch toughness tests and necessary incidentals shall be included in the cost of the pay item.

The cost of material for railing and handrails as well as installation of railing and handrails shall be included in the cost of the pay item.

* End Addendum No. 1 *

ITEMIZED PROPOSAL
MONROE COUNTY KARST FARM GREEWAY PHASE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Construction Engineering	1	LS		
2	Mobilization & Demobilization	1	LS		
3	Clearing Right of Way	1	LS		
4	Fence, Farm Field, Remove	1,630	LF		
5	Pipe, Remove	59	LF		
6	Linear Grading	1,800	LF		
7	Excavation, Common	860	CYS		
8	Borrow	1,360	CYS		
9	RR Pad	11	CYS		
10	Fence, Farm Field	1,155	LF		
11	Fence Gate, Farm Field, 47 in X 12 FT	1	EACH		
12	Temporary Silt Fence	3,160	LF		
13	Temporary Seed Mixture	50	LB		
14	Subgrade Treatment, Type IBC	1,845	SYS		
15	B Borrow	245	CYS		
16	Compacted Aggregate, No. 53	445	CYS		
17	Asphalt for Tack Coat	3,535	SYS		
18	HMA Surface, Type B	295	TON		
19	HMA Intermediate, Type B	480	TON		
20	HMA Base, Type B	36	TON		
21	Concrete Curb Ramp	7	SYS		
22	Detectable Warning Field, cast iron	2.5	SYS		
23	Mulched Seeding, Type R	1,420	SYS		
24	Sign Post, Square, Type 1	100	LF		
25	Sign, Sheet and Supports, Remove	3	EACH		
26	Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN	50	LF		
27	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	40	LF		
28	Pavement Message Marking, Thermoplastic, R X R	2	EACH		
29	Sign, Sheet, 0.08 in	36.5	SF		

Item No.	Description	Quantity	Unit	Unit Cost	Total
30	Rectangular Rapid Flashing Beacon Assembly	1	EACH		
31	Aggregate for End Bent Backfill	13	CYS		
32	Structure Backfill, Type 2	44	CYS		
33	Railing, Wood, End Treatment	4	EACH		
34	Riprap, Revetment	94	TON		
35	Geotextile for Riprap Type 1A	109	SYS		
36	Cored Hole in Rock, 24 in	30	LF		
37	Pile, Steel H HP 12 X 53	114	LF		
38	Concrete, B, Footings	4.8	CYS		
39	Concrete, C, Substructure	28.6	CYS		
40	Reinforcing Bars, Epoxy Coated	4,034	LB		
41	Railing (Boardwalk)	240	LF		
42	Surface Seal	1	LS		
43	Prefabricated Bridge	1	LS		
	Material Type Selected:				
44	Boardwalk	1,755	SFT		
	Substructure Material Type Selected:				
45	Pipe, End Bent Drain, 6 in	52	LF		
46	Railroad Flagging	10	DAY		
47	Maintaining Traffic	1	LS		
48	Railroad Protective Liability Insurance	1	LS		
TOTAL					

SUBMITTED BY: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

DATE: _____

Project: Monroe County, Karst Farm Trail, Phase 2
Date Issued: December 2, 2021

FROM: VS Engineering, Inc.
120 W 7th Street, Suite 306
Bloomington, IN 47404

This Addendum forms a part of the Contract Documents and modifies the latest Bidding Documents, Dated November 16, 2021, as noted below. **Acknowledge receipt of this Addendum in the space provided in the Bid Form.** Failure to do so may subject Bidder to disqualification.

This Addendum consists of **2** pages.

MODIFICATIONS TO PREVIOUS ADDENDA:

Addendum No. 1

Modify Clarification (5) as follows:

- 1) Painting shall apply to **rehabilitation** bridges, **and rehabilitation** bridge railings **only**, ~~and off structure railing~~. Color shall be Sherwin Williams, "Rain Forest, SW 4071".

SPECIAL PROVISIONS:

- 1) Replace SP19 "Painting" as follows:

SP19. **PAINTING:**

Paint the areas specified above to be cleaned to SSPC-SP6 with the following system:

1. Prime Coat: Sherwin-Williams Macropoxy 646 FC or equal applied per mfg's recommendations.
2. Finish Coat: Polyurethane per Std. INDOT paint system, but semi-gloss. Color to be Sherwin Williams, "Rain Forest, SW 4071".
3. Other parts of the bridges shall not be painted.

2) Replace SP21 "Bridge Railing" as follows:

SP21. BRIDGE RAILING:

Bridge railing shall be furnished and installed along both copings of the rehabilitated Bridge #4. The railing shall be 54" high above deck surface, shall be hot-dipped galvanized steel, and shall meet the strength and gap sizes recommended by AASHTO Guide Specification for the Design of Pedestrian Bridges. The railing shall be surface mounted, with post base plates secured to deck by appropriate epoxy anchors or mechanical anchors. If prefabricated railing is used, appropriate anchors shall be furnished by railing supplier. Base plates of posts shall be shimmed or fabricated to compensate for the 2% cross slope of the decks.

Before ordering the railing, contractor shall verify that the deck lengths in plans falls within 3" of the (hidden) back face of abutments. If discrepancies are found, notify engineer.

Paint bridge railing with the following system:

1. Material shall be galvanized per ISS 910 with modification for subsequent painting as follows.
2. Material shall not be quenched
3. Within 48 hours of galvanizing the material shall receive a light sweep blast.
4. Paint per ISS 909
5. 1st Coat: Epoxy Tie coat to be applied within 12 hours of sweep blast.
6. 2nd and Final Coat: Urethane top coat, Sherwin Williams "Rain Forest SW 4071"

* End Addendum No. 2 *

Project: Monroe County, Karst Farm Trail, Phase 2
Date Issued: December 8, 2021

FROM: VS Engineering, Inc.
120 W 7th Street, Suite 306
Bloomington, IN 47404

This Addendum forms a part of the Contract Documents and modifies the latest Bidding Documents, Dated November 16, 2021, as noted below. **Acknowledge receipt of this Addendum in the space provided in the Bid Form.** Failure to do so may subject Bidder to disqualification.

This Addendum consists of **5** pages and **3** plan sheets.

MODIFICATIONS TO PREVIOUS ADDENDA:

None

CLARIFICATIONS:

- 1) The contract time for completion shall be 120 calendar days.
- 2) There will be no liquidated damages on this project.
- 3) Timeframe or contractor for replacement of the railroad crossing surface has not been provided by Indiana Railroad. Contractor shall coordinate directly with Justin Cronin at Indiana Railroad.

PROPOSAL:

- 1) Replace Proposal Form with the attached Form.

PLANS:

- 1) Replace Sheet 15 with the attached sheet.
- 2) Replace sheet 17 with the attached sheet.
- 3) Replace Sheet 21 with the attached sheet.

SPECIAL PROVISIONS:

1) Revise SP20 "Piles and Pile Driving" as follows:

SP20. PILES AND PILE DRIVING:

This work consists of driving piles in accordance with INDOT specification 701.

~~The conical pile tip will be required and shall be attached to the steel pipe pile prior to driving piles. The cost of conical tip of the pipe pile shall be included in the cost of steel pipe pile per linear feet.~~

* End Addendum No. 3 *

ITEMIZED PROPOSAL
MONROE COUNTY KARST FARM GREEWAY PHASE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Construction Engineering	1	LS		
2	Mobilization & Demobilization	1	LS		
3	Clearing Right of Way	1	LS		
4	Present Structure, Remove Portions	1	LS		
5	Excavation, Common	870	CYS		
6	Excavation, Waterway	5	CYS		
7	Fence, Farm Field, Remove	1,630	LF		
8	Pipe, Remove	59	LF		
9	Linear Grading	1,800	LF		
10	Borrow	1,360	CYS		
11	RR Pad	11	CYS		
12	Fence, Chain Link, 54"	120	LF		
13	Fence, Farm Field	1,155	LF		
14	Fence Gate, Farm Field, 47 in X 12 FT	1	EACH		
15	Temporary Silt Fence	3,160	LF		
16	Temporary Seed Mixture	50	LB		
17	Subgrade Treatment, Type IBC	1,845	SYS		
18	B Borrow	245	CYS		
19	Compacted Aggregate, No. 53	810	CYS		
20	Asphalt for Tack Coat	3,535	SYS		
21	HMA Surface, Type B	295	TON		
22	HMA Intermediate, Type B	480	TON		
23	HMA Base, Type B	36	TON		
24	Concrete Curb Ramp	7	SYS		

Item No.	Description	Quantity	Unit	Unit Cost	Total
25	Detectable Warning Field, cast iron	2.5	SYS		
26	Mulched Seeding, Type R	1,420	SYS		
27	Sign Post, Square, Type 1	100	LF		
28	Sign, Sheet and Supports, Remove	3	EACH		
29	Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN	50	LF		
30	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	40	LF		
31	Pavement Message Marking, Thermoplastic, R X R	2	EACH		
32	Sign, Sheet, 0.08 in	36.5	SF		
33	Rectangular Rapid Flashing Beacon Assembly	1	EACH		
34	Aggregate for End Bent Backfill	20	CYS		
35	Structure Backfill, Type 2	44	CYS		
36	Riprap, Revetment	100	TON		
37	Geotextile for Riprap Type 1A	120	SYS		
38	Clean Steel Bridge, QP-1, Bridge No. 4	1	LS		
39	Paint Steel Bridge, Bridge No. 4	1	LS		
40	Disposal of Cleaning Waste Non-Hazardous, Bridge No. 4	1	LS		
41	Field Drilled Hole in Concrete	56	EACH		
42	Cored Hole in Rock, 24 in	30	LF		
43	Pile, Steel H HP 12 X 53	114	LF		
44	Concrete, B, Footings	4.8	CYS		
45	Concrete C, Superstructure	7.6	CYS		
46	Concrete, C, Substructure	28.6	CYS		
47	Reinforcing Bars, Epoxy Coated	5,061	LB		
48	Bridge Railing, Bridge #4	48	LF		
49	Railing (Boardwalk)	240	LF		

Item No.	Description	Quantity	Unit	Unit Cost	Total
50	Surface Seal	2	LS		
51	Patching Concrete Structures	20	SF		
52	Epoxy Injection, Crack Preparation	20	LF		
53	Epoxy Injection, Epoxy Material	5	GAL		
54	Epoxy Injection, Furnishing Equipment	1	LS		
55	Prefabricated Bridge	1	LS		
Specify Material Type Selected:					
56	Boardwalk	1,755	SFT		
Specify Substructure Material Type Selected:					
57	Pipe, End Bent Drain, 6 in	52	LF		
58	Railroad Flagging	10	DAY		
59	Maintaining Traffic	1	LS		
60	Railroad Protective Liability Insurance	1	LS		
TOTAL					

SUBMITTED BY: _____

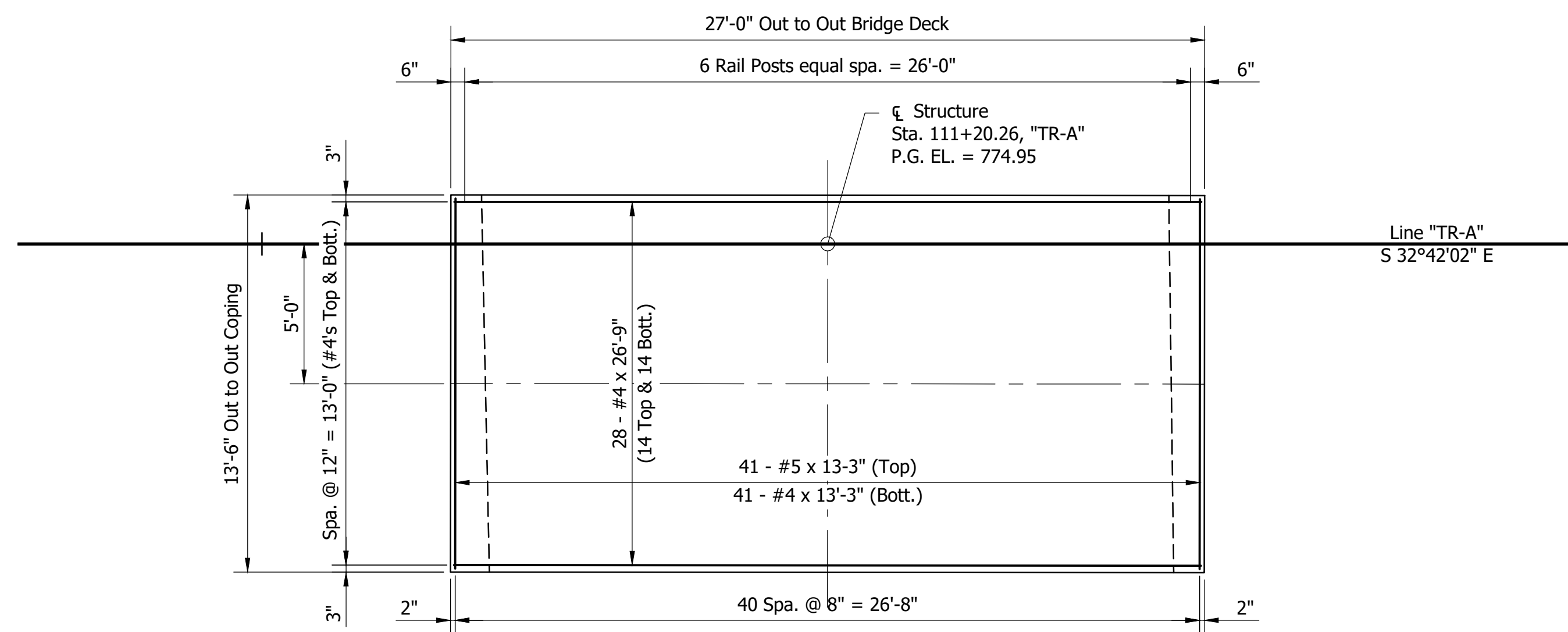
AUTHORIZED SIGNATURE: _____

ADDRESS: _____

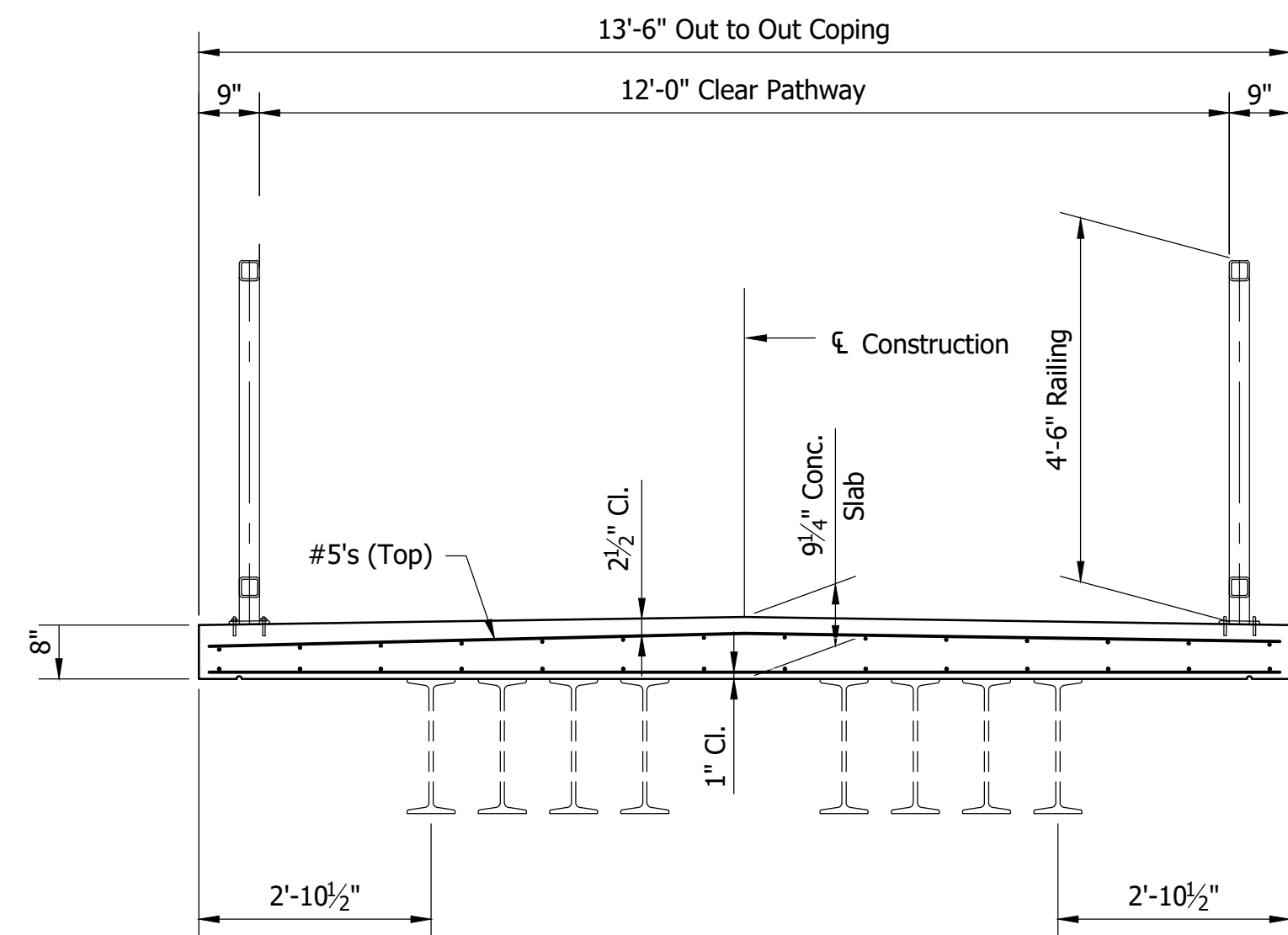
TELEPHONE: _____

EMAIL: _____

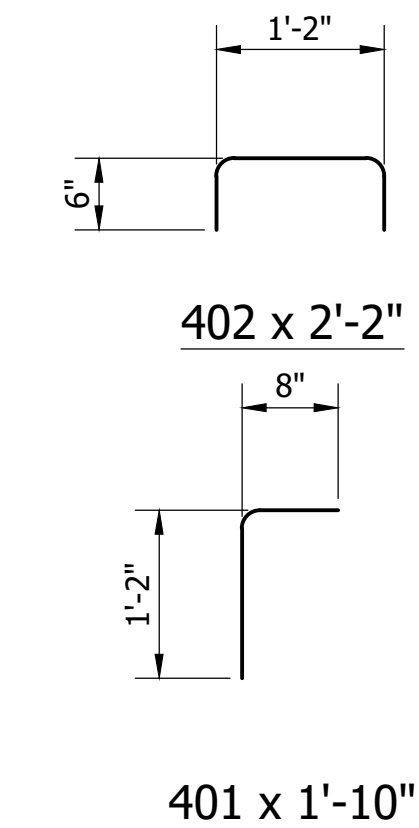
DATE: _____



DECK PLAN
Scale: 1/4" = 1'-0"



TYPICAL SECTION
Scale: 1/2" = 1'-0"



**BILL OF MATERIALS
ABUTMENT AND DECK**

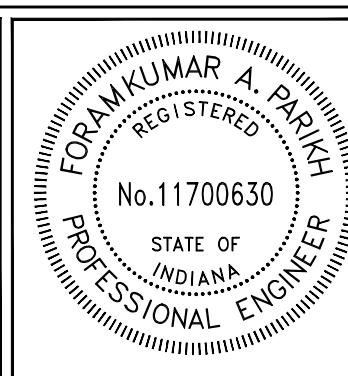
REINFORCING BARS EPOXY COATED			
Size & Mark	No. of Bars	Length	Weight (Lbs.)
#5	41	13'-3"	
TOTAL #5 EPOXY COATED REINFORCING			567
401	56	1'-10"	
402	28	2'-2"	
#4	28	26'-9"	
#4	41	13'-3"	
TOTAL #4 EPOXY COATED REINFORCING			972
TOTAL EPOXY COATED REINFORCING BARS			1,539
CONCRETE		QTY.	
CONCRETE, C, SUPERSTRUCTURE			
CONCRETE, C, SUPERSTRUCTURE		9.7 CYS	
RECONSTRUCTED BACK WALL (2 @ .5 CYS EA.)		1.0 CYS	
TOTAL CONCRETE, C, SUPERSTRUCTURE		10.7 CYS	
MISCELLANEOUS		QTY.	
FIELD DRILLED HOLES IN CONCRETE		56 EACH	
RAILING		52 LFT	
FENCE CHAIN LINK, 54 IN		80 LFT	
AGGREGATE FOR END BENT BACKFILL		8 CYS	
RIPRAP, REVETMENT		10 CYS	
GEOTEXTILES FOR RIPRAP, TYPE IA		15 SYS	

Notes:

- All reinforcing bars shall be epoxy coated.
- For Reinforcing Bar Notes, see INDOT Standard Drawing E703-BRST-01.
- The top reinforcing in the deck shall be securely tied down to the deck forms and or beams to prevent lifting during concrete placement.

PRINT DATE: 12/3/21
PLOT SCALE: 1:1
EDIT DATE: 7/12/11 - 9:21 AM
EDITED BY: SONES
DRAWING FILE: F:\2020\20-4284 KARST FARM GREENWAY TRAIL\30 SHEET\DRAWINGS\BROG #4 GEN-PLN.DWG

REVISIONS		
REV #	DATE	REVISED
	12/02/2021	Bill of Materials



RECOMMENDED FOR APPROVAL	<i>F.A. Parikh</i>	11/16/21
DESIGNED:	MJM	DRAWN:
CHECKED:	KGJ	CHECKED:
		MJM

KARST FARM TRAIL PHASE 2	
DECK DETAILS AND BILL OF MATERIALS - BRIDGE #4	

HORIZONTAL SCALE	BRIDGE FILE
AS SHOWN	
VERTICAL SCALE	DESIGNATION
AS SHOWN	
SHEET	
15 of 35	
PROJECT	
NLT1-09	

GENERAL NOTES

Reinforcing steel covering shall be 2 1/2" in top and 1" in bottom of the floor slabs and 2" in all other parts unless noted.

The top of the roadway surface from coping line, top of approach slab, and all exposed surfaces of wing walls and abutments to be sealed in accordance with Article 702.21 of the Specifications.

DESIGN DATA

LIVE LOAD: Designed for HL-10 loading, in accordance with LFRD Guide specifications for design of pedestrian bridges.

DEAD LOAD: Total Dead load to be approximately 95 psf.

WIND LOAD: 50 psf calculated on the entire project vertical structure as though fully enclosed per AASHTO.

PEDESTRIAN LOAD: 90 psf evenly distributed.

STRUCTURAL STEEL: To be min. 50,000 psi of yield strength.

FLOOR SLAB: Slab designed for HL-10 loading with a 1/2" sacrificial wearing surface.

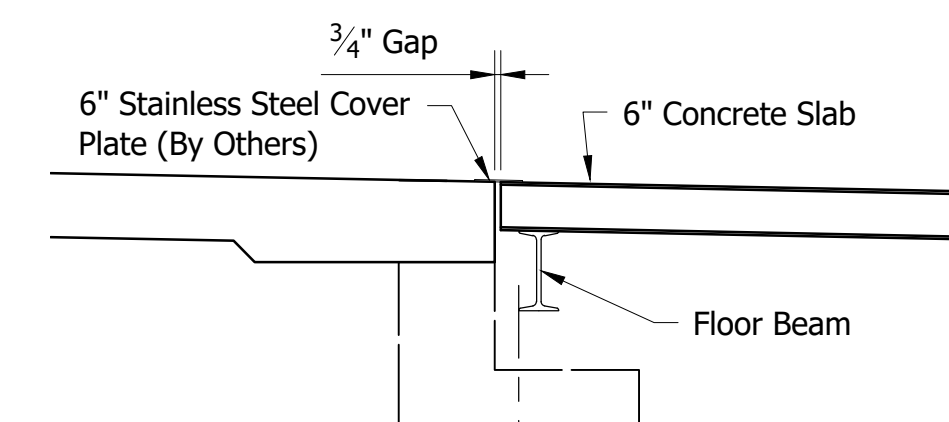
DESIGN STRENGTHS: To be in accordance with 2012 AASHTO LRFD Bridge Design Specifications and Interims through 2017.

CONCRETE:

- Class "C": f'c = 4,000 psi
- Class "A": f'c = 3,500 psi
- Class "B": f'c = 3,000 psi

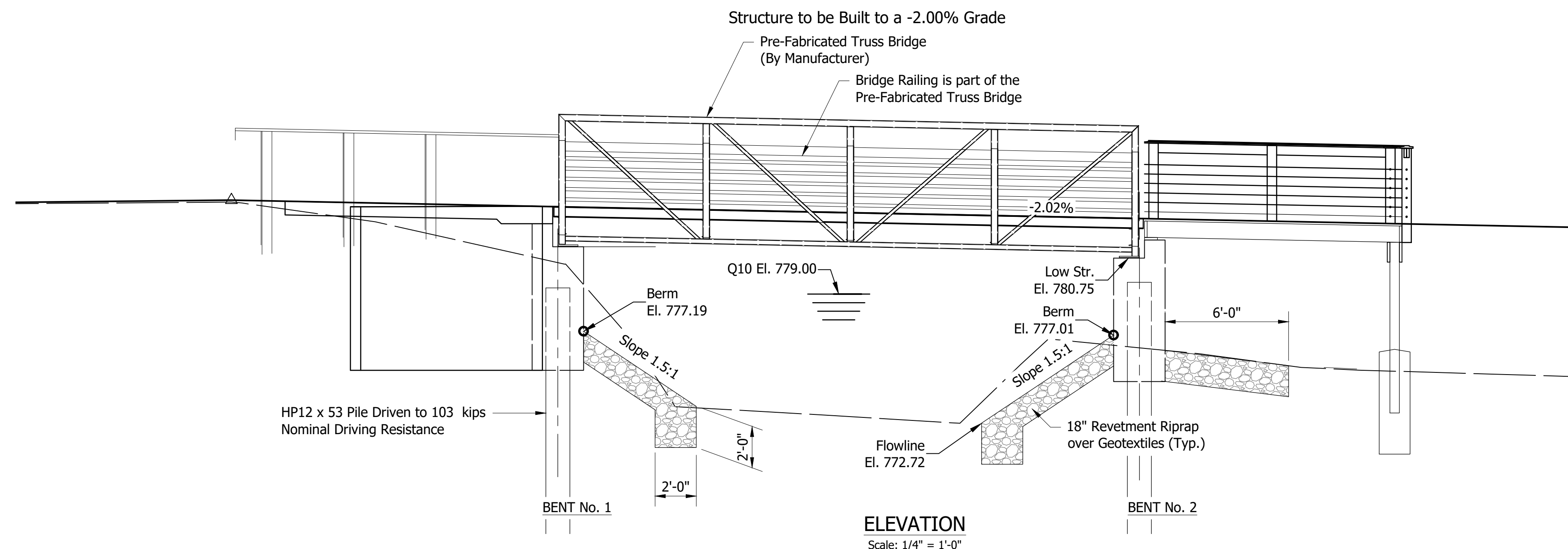
REINFORCING STEEL:

Grade 60: fy = 60,000 psi



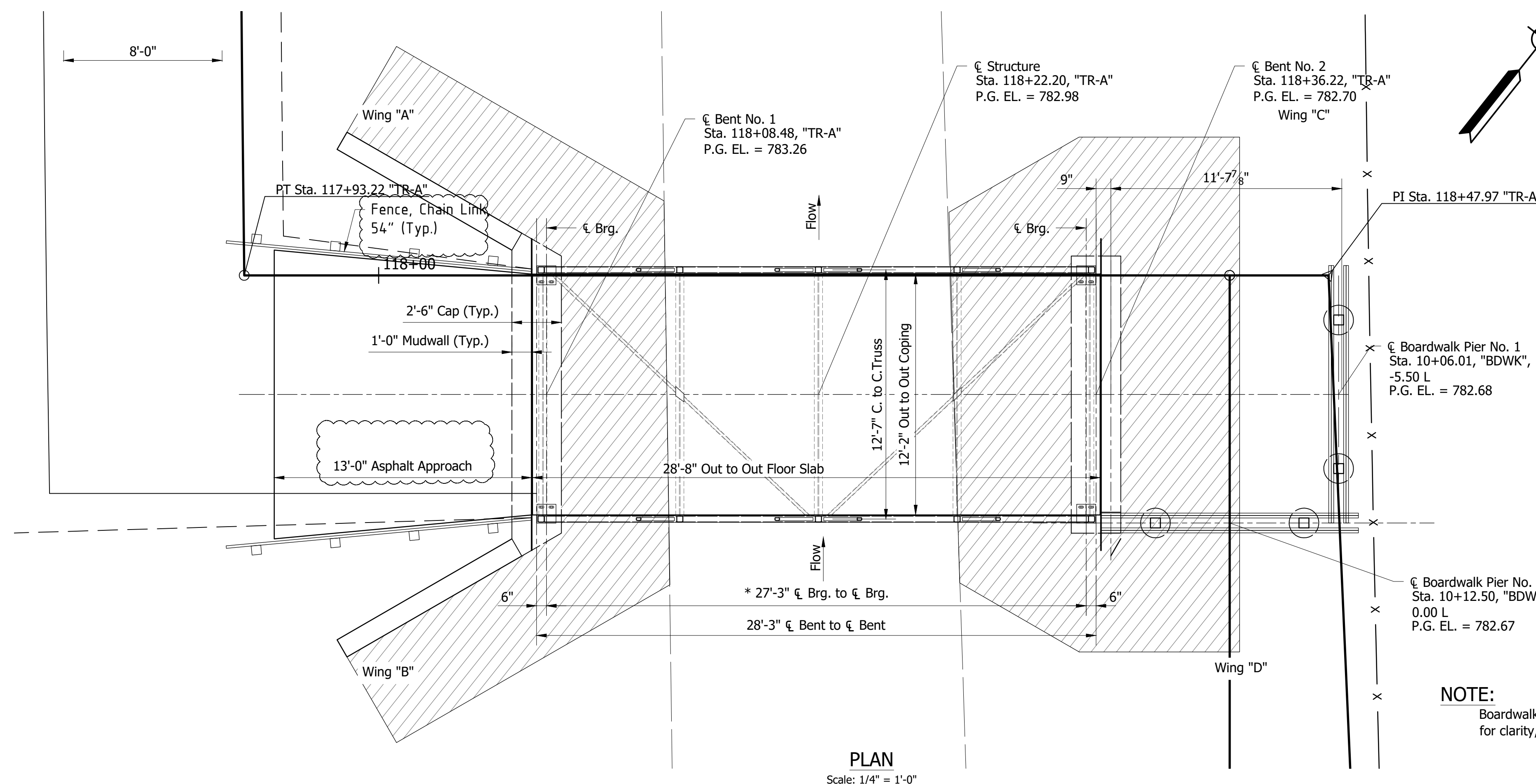
COVER PLATE DETAIL

Scale: 1/2" = 1'-0"



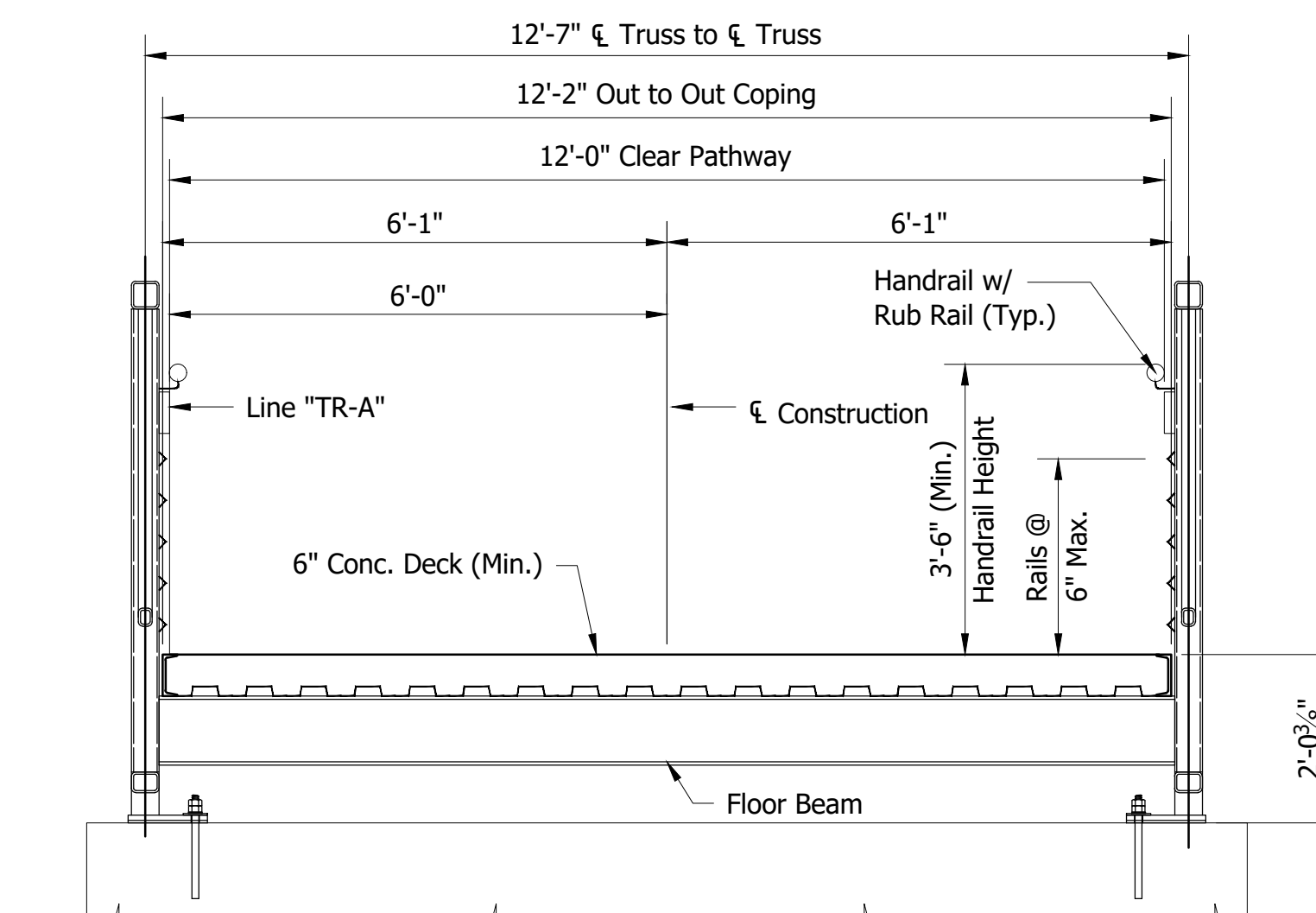
ELEVATION

Scale: 1/4" = 1'-0"



PLAN

Scale: 1/4" = 1'-0"



TYPICAL SECTION

Scale: 1/2" = 1'-0"

NOTE

* Contractor to verify this dimension with the Prefabricated Bridge Manufacturer.

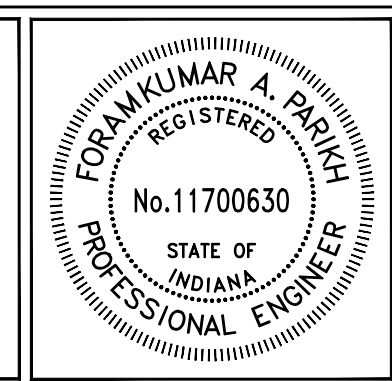
NOTE:

Boardwalk superstructure is removed for clarity, See Boardwalk Plan, Sheet 14

PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE
1 SPAN: 27'-3"
12'-0" CLEAR PATHWAY; 0° SKEW
KARST FARM GEENWAY TRAIL OVER JACK'S DEFEAT CREEK

PRINT DATE: 12/8/21 PLOT SCALE: 1:1 EDIT DATE: 7/12/11 - 2:37 PM EDITED BY: VSEUSER DRAWING FILE: F:\2020\20-4384-KARST FARM GREENWAY TRAIL\30 SHEETDRAWINGS\GEN-PLAN12.DWG

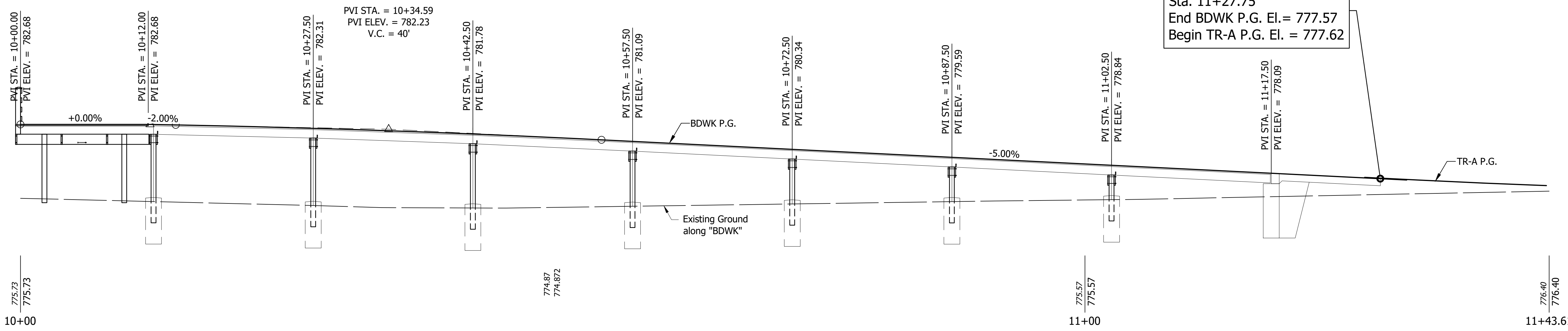
REVISIONS		
REV #	DATE	REVISED
1	12/08/21	Added a call out about the Fence, Chain Link & updated the Concrete Approach to Asphalt Approach.



RECOMMENDED FOR APPROVAL	<i>F.A. Parikh</i>	11/16/21
DESIGNED:	MJM	DRAWN:
CHECKED:	KGJ	CHECKED:

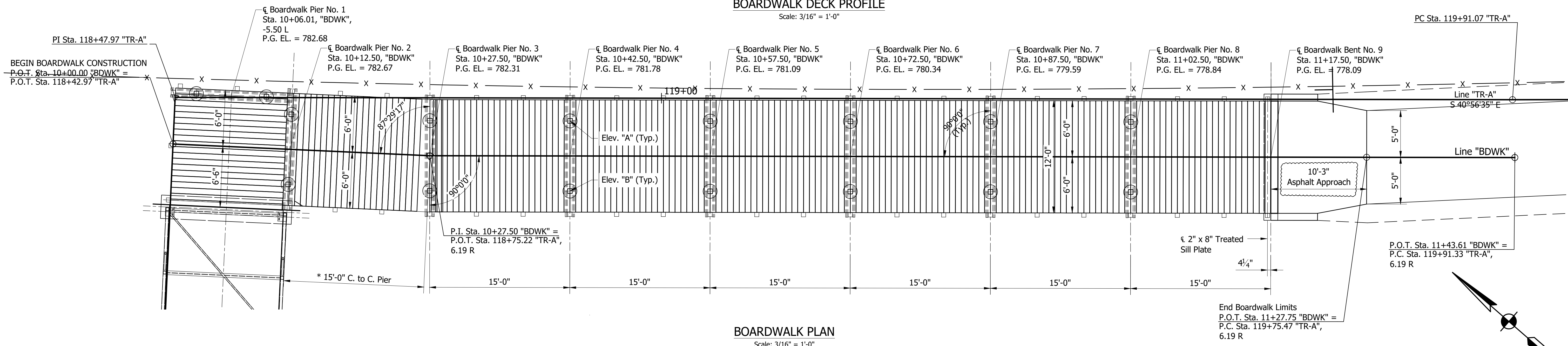
KARST FARM TRAIL PHASE 2	
GENERAL PLAN	

HORIZONTAL SCALE	BRIDGE FILE
AS SHOWN	DESIGNATION
CONTRACT	PROJECT
	SHEET
	17 of 35
	PROJECT
	NL11-09



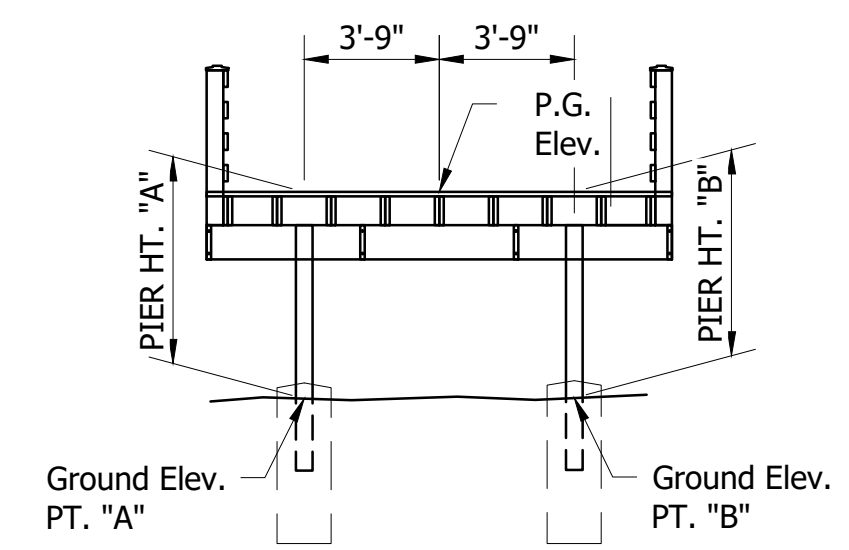
End Boardwalk Construction
Sta. 11+27.75
End BDWK P.G. El. = 777.57
Begin TR-A P.G. El. = 777.62

BOARDWALK DECK PROFILE
Scale: 3/16" = 1'-0"



BOARDWALK PLAN
Scale: 3/16" = 1'-0"

BOARDWALK TABLE					
PIER No.	P.G. Elev.	Ground Elevations		PIER HT.	
		PT. "A"	PT. "B"	"A"	"B"
1	782.68	775.22	775.01	7.46	7.67
2	782.67	775.02	775.92	7.65	6.75
3	782.31	774.61	775.55	7.70	6.76
4	781.78	774.51	775.35	7.27	6.43
5	781.09	774.71	775.28	6.38	5.81
6	780.34	774.92	775.48	5.42	4.86
7	779.59	775.14	775.70	4.45	3.89
8	778.84	775.40	775.88	3.44	2.96



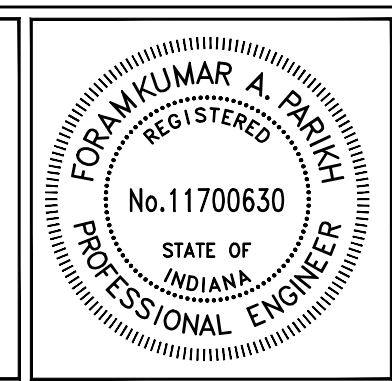
BOARDWALK PIER SCHEMATIC

BOARDWALK NOTES

- Structure Designed in accordance with AASHTO Guide Specifications for Design of Pedestrian of Pedestrian Bridges:
Live Load = 90 psf & Occasional Maintenance Vehicle.
- All Timber shall be Pressure Treated S-Y-P No. 2 or better unless noted. (Fb min. = 800 psi).
- All floor beams shall Pressure Treated S-Y-P No. 1 or better unless noted. (Fb min. = 1,000 psi).
- All Connection material shall be Hot-Dipped Galvanized or Stainless Steel. (Fy = 36 ksi, ASTM A316 or A653).
- 2 x 6 Deck Planks shall be fastened to each Joist with a minimum of (3) Deck Screws.
- All treated 2 x 10 Blocking shall be connected to joists with framing angles.
- Contractor shall submit shop drawings for review containing the following information at a minimum:
 - Species and Grade of Lumber
 - Framing Layout for entire Boardwalk alignment.
 - Connection Material.
- Where the Boardwalk is constructed on a horizontal curve alignment, the Boardwalk shall be constructed on 15' maximum chord along the curve as shown on the Partial Boardwalk Plan. The maximum change in direction in direction of chords shall be 3 degrees.
- All materials shall be in conformance with the latest INDOT Standard Specifications.

PRINT DATE: 12/8/21 PLOT SCALE: 1:1 EDIT DATE: 7/12/11 - 10:16 AM EDITED BY: VSEUSER DRAWING FILE: F:\2020\20-4284 KARST FARM GREENWAY TRAIL\30 SHEET\DRAWINGS\BDWK-PLN.DWG

REVISIONS		
REV #	DATE	REVISED
1	12/06/21	Updated approach information to "Asphalt" type.



RECOMMENDED FOR APPROVAL	<i>F.A. Parikh</i>	11/16/21
DESIGNED:	MJM	DRAWN:
CHECKED:	KGJ	CHECKED:

**KARST FARM TRAIL
PHASE 2**

BOARDWALK PLAN

HORIZONTAL SCALE	BRIDGE FILE
AS SHOWN	DESIGNATION
CONTRACT	SHEET
	21 of 35
	PROJECT
	MLT1-09

Project: Monroe County, Karst Farm Trail, Phase 2
Date Issued: December 13, 2021

FROM: VS Engineering, Inc.
120 W 7th Street, Suite 306
Bloomington, IN 47404

This Addendum forms a part of the Contract Documents and modifies the latest Bidding Documents, Dated November 16, 2021, as noted below. **Acknowledge receipt of this Addendum in the space provided in the Bid Form.** Failure to do so may subject Bidder to disqualification.

This Addendum consists of 4 pages.

MODIFICATIONS TO PREVIOUS ADDENDA:

None

CLARIFICATIONS:

- 1) The Rectangular Rapid Flashing Beacon Assembly (Item No. 33) covers the entire RRFB system under 1 lump sum cost.

PROPOSAL:

- 1) Replace Proposal Form with the attached Form.

* End Addendum No. 4 *

ITEMIZED PROPOSAL
MONROE COUNTY KARST FARM GREEWAY PHASE 2

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Construction Engineering	1	LS		
2	Mobilization & Demobilization	1	LS		
3	Clearing Right of Way	1	LS		
4	Present Structure, Remove Portions	1	LS		
5	Excavation, Common	870	CYS		
6	Excavation, Waterway	5	CYS		
7	Fence, Farm Field, Remove	1,630	LF		
8	Pipe, Remove	59	LF		
9	Linear Grading	1,800	LF		
10	Borrow	1,360	CYS		
11	RR Pad	11	CYS		
12	Fence, Chain Link, 54"	120	LF		
13	Fence, Farm Field	1,155	LF		
14	Fence Gate, Farm Field, 47 in X 12 FT	1	EACH		
15	Temporary Silt Fence	3,160	LF		
16	Temporary Seed Mixture	50	LB		
17	Subgrade Treatment, Type IBC	1,845	SYS		
18	B Borrow	245	CYS		
19	Compacted Aggregate, No. 53	810	CYS		
20	Asphalt for Tack Coat	3,535	SYS		
21	HMA Surface, Type B	295	TON		
22	HMA Intermediate, Type B	480	TON		
23	HMA Base, Type B	36	TON		
24	Concrete Curb Ramp	7	SYS		

Item No.	Description	Quantity	Unit	Unit Cost	Total
25	Detectable Warning Field, cast iron	2.5	SYS		
26	Mulched Seeding, Type R	1,420	SYS		
27	Sign Post, Square, Type 1	100	LF		
28	Sign, Sheet and Supports, Remove	3	EACH		
29	Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN	50	LF		
30	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	40	LF		
31	Pavement Message Marking, Thermoplastic, R X R	2	EACH		
32	Sign, Sheet, 0.08 in	36.5	SF		
33	Rectangular Rapid Flashing Beacon Assembly	1	LS		
34	Aggregate for End Bent Backfill	20	CYS		
35	Structure Backfill, Type 2	44	CYS		
36	Riprap, Revetment	100	TON		
37	Geotextile for Riprap Type 1A	120	SYS		
38	Clean Steel Bridge, QP-1, Bridge No. 4	1	LS		
39	Paint Steel Bridge, Bridge No. 4	1	LS		
40	Disposal of Cleaning Waste Non-Hazardous, Bridge No. 4	1	LS		
41	Field Drilled Hole in Concrete	56	EACH		
42	Cored Hole in Rock, 24 in	30	LF		
43	Pile, Steel H HP 12 X 53	114	LF		
44	Concrete, B, Footings	4.8	CYS		
45	Concrete C, Superstructure	10.7	CYS		
46	Concrete, C, Substructure	28.6	CYS		
47	Reinforcing Bars, Epoxy Coated	5,061	LB		
48	Bridge Railing, Bridge #4	52	LF		
49	Railing (Boardwalk)	240	LF		

Item No.	Description	Quantity	Unit	Unit Cost	Total
50	Surface Seal	2	LS		
51	Patching Concrete Structures	20	SF		
52	Epoxy Injection, Crack Preparation	20	LF		
53	Epoxy Injection, Epoxy Material	5	GAL		
54	Epoxy Injection, Furnishing Equipment	1	LS		
55	Prefabricated Bridge	1	LS		
Specify Material Type Selected:					
56	Boardwalk	1,755	SFT		
Specify Substructure Material Type Selected:					
57	Pipe, End Bent Drain, 6 in	52	LF		
58	Railroad Flagging	10	DAY		
59	Maintaining Traffic	1	LS		
60	Railroad Protective Liability Insurance	1	LS		
TOTAL					

SUBMITTED BY: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

DATE: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Resolution 2022-3, A Resolution To Update A Grant To The Monroe County Humane Association, with its attached Exhibit A (Amended Agreement For the 2021 Sophia Travis Community Services Grant). This will allow the Humane Association to use Grant funds, which were originally intended for the purchase of an Outreach Transportation Vehicle, for storage and security enhancements at the E. Susan Bartlett Emergency Center instead.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sophia Travis Community Services Grant"/>	<input type="text" value="1000-30031-0061"/>	<input type="text" value="\$4,120.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Margie Rice"/>	<input type="text" value="812-349-2525"/>

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

Attorney who reviewed:

Resolution 2022-3

A Resolution to Update a Grant to the Monroe County Humane Association

WHEREAS, in 2021, the Monroe County Council (“Council”) passed a *Resolution*, which, in part, granted funds to the Monroe County Humane Association (“Humane Association”), as part of the Sophia Travis Community Service Grant program; and

WHEREAS, the Grant funds were to be used towards the purchase of a new vehicle; however, the Humane Association’s needs changed and they have requested a new use for the Grant funds; and,

WHEREAS, the County Council deems it appropriate for the Humane Association to use the funds in a new manner, as shown in the attached *Amended Agreement*, which shall be referred to as “Exhibit A”, and shall be forwarded to the Monroe County Board of Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED, that:

The Monroe County Humane Association wishes to use the Grant funds it received in 2021 as part of the Sophia Travis Community Service Grants Program for safety and security upgrades, consistent with the attached Amended Agreement (“Exhibit A”). The County Council approves the changed use and agrees to forward the *Amended Agreement* to the Monroe County Board of Commissioners for approval.

Adopted this day of _____ day of _____ 2022, by the County Council, Monroe County, Indiana.

“AYES”

“NAYS”

Kate Wiltz, President

Kate Wiltz, President

Trent Deckard, President Pro Tempore

Trent Deckard, President Pro Tempore

Marty Hawk, Member

Marty Hawk, Member

Geoff McKim, Member

Geoff McKim, Member

Cheryl Munson, Member

Cheryl Munson, Member

Peter Iversen, Member

Peter Iversen, Member

Jennifer Crossley, Member

Jennifer Crossley, Member

Attest: _____
Catherine Smith, Auditor – Monroe County, Indiana

**AMENDED AGREEMENT FOR THE 2021
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Amended Agreement is entered into by the Monroe County Board of Commissioners ("County") and **Monroe County Humane Association** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2021**. The County and the Grantee mutually agree as follows:

1. **Amount.** County agrees to contribute to Grantee the sum of **\$4,120.00** from the Grant fund.
2. **Purpose.** Grantee was *originally* granted permission to use the Grant towards the purchase of an **Outreach Transportation Vehicle Grant**. Because the market for vehicles has changed during the COVID-19 pandemic and other needs have arisen; however, Grantee requests - and is granted permission - to use the Grant funds for storage and security enhancements at the E. Susan Bartlett Emergency Center, including purchase of locks, cameras, tinted film for windows and doors, garage door openers, electrical upgrades, and related purchases. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds.
3. **Completion.** The Grant must be used by Grantee no later than the end of the calendar year 2022. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. **Responsibility.** Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. **Compliance.** Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** **Within three (3) months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in the Monroe County Indiana Circuit Courts.

In Witness Whereof, County and Grantee have executed this Amended Agreement as dated below.

County: **Monroe County Board of Commissioners**

Grantee: **"Monroe County Humane Association"**

By: _____
Julie Thomas, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Catherine Smith, Auditor
Monroe County, Indiana



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This Health Department Enforcement Contract will allow Security Pro 24/7 to continue to help with education and enforcement of local health orders. This is for work during the calendar year 2022. Payment shall be at the rate of \$50.00 per hour and shall not exceed a total of \$25,000.00 without further written approval. Additional health orders may be issued by the Board of Health and Health Officer and may be included in the scope of this work.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Health Fund"/>	<input type="text" value="1159"/>	<input type="text" value="Not to exceed \$25,000.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Margie Rice & Jeff Cockerill
Penny Caudill"/>	<input type="text" value="812-349-2525
812-349-2068"/>

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

Attorney who reviewed:

HEALTH DEPARTMENT ENFORCEMENT CONTRACT

Agreement made the 26th day of January 2022, between Security Pro 24/7, LLC, (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”) and the Monroe County Board of Health (“Board”). The Contractor, Commissioners, and Board mutually agree as follows:

1. **Project.** Contractor shall assist the Monroe County Health Department (“MCHD”), the Board of Health and the Monroe County Health Officer (“Health Officer”) in educating and enforcing the Local Health Orders and any and all rules, orders, and regulations or the Board of Health as it relates to wearing face coverings, other restrictions in public spaces, and the transmission of COVID-19. The Monroe County Health Administrator (“Administrator”) shall direct the work on behalf of the Board of Health and Health Officer. Contractor shall provide access to its tracking and activity platform as it relates to this work. Additional Health Orders may be issued by the Board of Health and Health Officer and may be included in the scope of this project.
2. **Term.** Work shall be completed during calendar year 2022, unless otherwise agreed, in writing by the Board of Commissioners and Contractor.
3. **Cost.** The rate shall be Fifty Dollars (\$50.00) per individual contract personnel per hour, and shall not exceed \$25,000, without further written approval by all parties.
4. **Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Commissioners, Board, and Health Officer 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 fault of the Board of its employees.

7. **Non-discrimination.** 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 dollars (\$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 to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3.

Specifically including the following:

- ☐ Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- ☐ 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.
- ☐ Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. 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.

10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Security Pro 24/7, LLC
"Contractor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date _____ ATTEST: _____, 2022

Catherine Smith, Auditor

Monroe County Board of Health

Dr. Carol Touloukian, President

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The City of Bloomington is working on re-purposing the former IU Health-Bloomington Hospital site. Part of that site is adjacent to the County owned building on South Rogers Street that is currently leased to Centerstone. As part of the re-purposing, the City is filing a primary plat submission to the City Plan Commission that shows additional roadway adjacent to the County Building. The request is to allow the Commissioner's Administrator to sign this affidavit so that the City's planning process can proceed.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

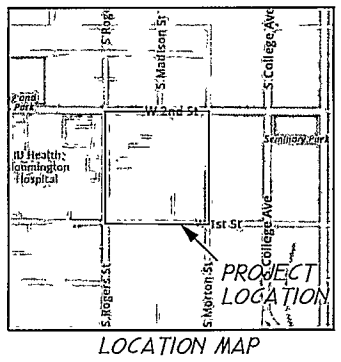
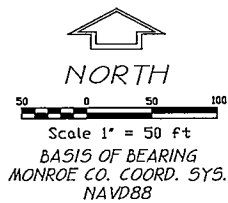
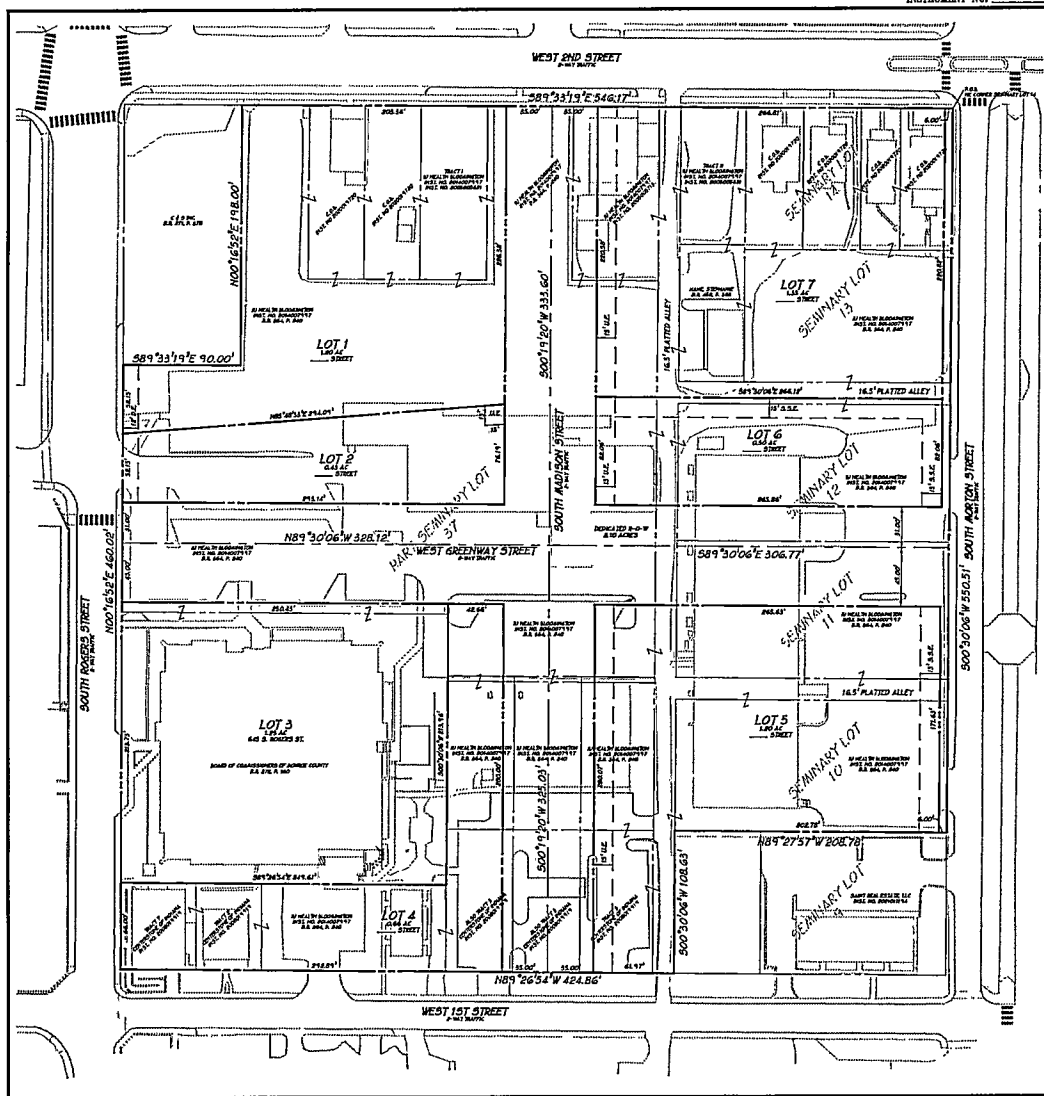
Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:



FLOOD NOTE:
 According to Flood Insurance Rate Map (FIRM) this real estate is part of Community-Panel Number: 18105C 01410, Effective Date: December 17, 2010. This property is located in Zone X, an area of minimal flood hazard. Source: FEMA

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
 Charles D. Graham

This instrument prepared by Charles D. Graham

NOTE:
 See Retracement Survey dated 7/23/2021 for Surveyor's Report.

W. 2nd STREET
 SUBDIVISION
 SHEET 1 OF 2
 JOB NO. 5021058

SOURCE OF TITLE: SEE SHEET 1 FOR SOURCES

OWNER: CENTERSTONE OF INDIANA, CITY OF BLOOMINGTON; IU HEALTH BLOOMINGTON; STEPHANIE KANE

ZONING: AH - ADDED USE HEALTHCARE

The undersigned as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to remanufacture, appropiate any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

CENTERSTONE OF INDIANA, CITY OF BLOOMINGTON, IU HEALTH BLOOMINGTON & STEPHANIE KANE the owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as _____ on addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

The strips of ground that are shown on the plat and marked "Easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires, buildings or other structures shall not be erected or maintained on these strips.

Signed and Sealed _____, 20__

OWNER: Centerstone of Indiana

Name Printed _____

Title/Office: _____

STATE OF INDIANA)

COUNTY OF _____) ss:

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____ and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Signed and Sealed _____, 20__

OWNER: City of Bloomington

Name Printed _____

Title/Office: _____

STATE OF INDIANA)

COUNTY OF _____) ss:

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____ and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Public Alleys to be vacated per this plat:

- 1. 16.5 foot north - south alley being part of the Seminary plat in the City of Bloomington, In.
2. 2-16.5 foot east - west alleys being part of the Seminary plat in the City of Bloomington, In.
These alleys are being vacated at the request of the property owners and with consent and approval of City of Bloomington.

OWNER: IU Health Bloomington

Name Printed _____

Title/Office: _____

STATE OF INDIANA)

COUNTY OF _____) ss:

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____ and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Signed and Sealed _____, 20__

OWNER: Stephanie Kane

Name Printed _____

Title/Office: _____

STATE OF INDIANA)

COUNTY OF _____) ss:

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____ and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

LEGAL DESCRIPTION

A part of Seminary Lots 57 and 10 and all of Lots 11, 12, 13 and 14 in the City of Bloomington, County of Monroe, State of Indiana, more particularly described as follows:

Beginning at the northeast corner of said Lot 14, said point being on the west right-of-way of South Morton Street; Thence on and along the east lines of Lots 14, 13, 12, 11 and part of Lot 10 and the west right-of-way of South Morton Street South 00 degrees 30 minutes 06 seconds East 350.51 feet; Thence leaving said east and west lines North 89 degrees 27 minutes 57 seconds West 208.78 feet to the east line of a platted alley; Thence on said east line South 00 degrees 30 minutes 06 seconds West 108.63 feet to the north right-of-way line of West 1st Street; Thence on said north line and on and along the south line of Lot 57 North 89 degrees 26 minutes 54 seconds West 484.86 feet to the east right-of-way of South Rogers Street; Thence leaving said north and south lines and on and along said east line North 00 degrees 16 minutes 52 seconds East 460.02 feet; Thence leaving said east line South 89 degrees 33 minutes 19 seconds East 90.00 feet; Thence North 00 degrees 16 minutes 52 seconds East 198.00 feet to the south right-of-way line of West 2nd Street and the north line of Lot 57; Thence on and along said north and south line South 89 degrees 33 minutes 19 seconds East 346.17 feet to the Point of Beginning, containing within said bounds 2.67 acres B77,650.05 sq. ft.

EASEMENT LEGEND

UE = Utility Easement

(A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

(B) Prohibits the placement of any unauthorized obstructions within the easement area.

DE = Drainage Easement

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.

(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.

(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.

(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.

(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

W.L.E. = Waterline Easement.

(A) Shall allow the city utilities department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the city utilities department in conjunction with the preliminary plat. Upon written permission from the city utilities department, encroachments may be permitted after the recording of the final plat.

(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within waterline easements.

(D) Grading activity shall be prohibited within waterline easements without written permission from the city utilities department.

(E) Signs shall not be located within waterline easements unless the sign is a public sign authorized by Section 20.05.079(100) or is further authorized by the city.

SSE = Sanitary Sewer Easement

(A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the City Utilities Department in conjunction with the Preliminary Plat. Upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the Final Plats.

(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within the Sanitary Sewer Easement.

(D) Grading activity shall be prohibited within Sanitary Sewer Easements without written permission from the City Utilities Department.

I certify that I am a Registered Land Surveyor licensed under the laws of Indiana; that this plat accurately represents a survey made by me on December 28, 2021; and that the monuments shown on it exist; and that their locations, sizes, types, and materials are accurately shown.

Charles D. Graham
Indiana S. 29300014
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404-3904
812-332-8030



W. 2nd STREET
SUBDIVISION
SHEET 2 OF 2
JOB NO. 502105B

Primary Plat Submission Property Owner Affidavit

I, _____, as authorized representative of, Monroe County, Indiana, the property owner of 645 S Rogers Street, Bloomington, Indiana, provide permission to Shrewsberry Engineering to submit the primary plat containing the above referenced property. This authorization is for Lot 3 as shown on the primary plat with a gross area of 1.23 acres. Shrewsberry Engineering is authorized to present the primary plat for approval at the City of Bloomington Plan Commission.

Signed,

Printed Name, Title



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This Agreement is with the Monroe County Solid Waste Management District for "Green Business"
Recycling for the following Buildings:
Showers Building - \$800.00/Annual
Youth Services Bureau - \$400.00/Annual
Justice Building - \$800.00/Annual
Health Building - \$400.00/Annual
Courthouse - \$800.00/Annual
Curry Building - \$800.00/Annual
Community Corrections - \$800.00/Annual

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000-30006-0161"/>	<input type="text" value="\$4,800.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:



Where Green Living Begins

812.349.2020 gogreendistrict.com

3400 SOUTH WALNUT STREET • BLOOMINGTON, IN 47401



Letter of Agreement

Monroe County Solid Waste Management District Green Business Network Membership

From: The Monroe County Solid Waste Management District
3400 South Walnut Street
Bloomington, IN 47401
Phone: (812) 349-2019
Contact: Joseph McNeal
Email: jmcneal@mcswmd.org

Must be filled out completely (PLEASE MAKE ANY NECESSARY CHANGES)

CUSTOMER NAME: Monroe County Commissioners

Pick Up Address: _____

Phone: _____

Fax: _____

Contact: Jill Escobedo

Email: _____

Billing Address: _____

Contact: _____

Email: _____

Court 1x per week= \$800

Jail 1x per week= \$800

Showers 1x per week= \$800

Youth 2x per month= \$400

Health 2x per month= \$400

Total= \$3200 for the year for all

Membership Terms & Conditions, Service Commitments & Definitions:

1. Monroe County Commissioners (Customer Name) and the Monroe County Solid Waste Management District (MCSWMD) agree on the following membership fee and corresponding pick up frequency **PER SITE FOR A PERIOD OF TWELVE (12) MONTHS:**
 - \$1600.00** annually for **two (2) pick ups per week**
 - \$800.00** annually for **one (1) pick up per week**
 - \$400.00** annually for **two (2) pick ups per month not to exceed one (1) per week**
 - \$200.00** annually for **one (1) pick up per month**
2. The term of this agreement commences **January 1, 2022** and ends **December 31, 2022**.
3. The Customer shall pay this fee **in full** within 30 days of the commencement of this agreement.
4. **Membership fees are not refundable for any reason** and membership may or may not be renewed at the beginning of each agreement term. Upon termination of this agreement for any reason by the Customer or the MCSWMD, membership fees, container costs and any other cost incurred by the customer through participation in this program will not be reimbursed or refunded.
5. Upon termination for any reason by the Customer or by MCSWMD, MCSWMD reserves the right to back-fill the pick up schedule of the Customer. Pick up schedules for new or returning members are determined by availability of service. All new and returning members may be placed on a waiting list until service is available.
6. The Customer may be required to purchase and provide specified containers approved by MCSWMD to hold the recyclable material pending pick up. We, the MCSWMD will also provide containers of the same specifications and in equal quantity to facilitate clean container rotation. All containers are subject to rotation and use by MCSWMD in providing service to other members. Upon termination of this agreement by the Customer or by MCSWMD, the Customer will retain the number of containers purchased by the customer but is not guaranteed the return of the original containers purchased by the customer due to container rotation. MCSWMD makes no guarantees regarding the condition of returned containers and is in no way responsible for any damage to containers through regular use and rotation. **The customer will be responsible for any and all lost and stolen containers. At their cost.**

7. **The MCSWMD reserves the right to leave any materials that may be contaminated or that may be hazardous to health or safety for any reason. Contamination includes both cross contamination from one material category to another, as well as contamination by trash, food products, insects or animals, organic material, non-recyclable material, and Hazardous Waste material. Only materials approved as a part of the program may be placed in the containers. The MCSWMD reserves the right to leave any materials that pose a threat to health or safety or are not recyclable under the terms of this agreement.**
8. **All materials must be in the approved containers and must be sorted properly. MCSWMD will not sort materials and will not pick up unsorted or mixed materials. Containers filled beyond standard capacity, obstructed from movement due to locked doors or gates, vehicles, trash or other obstacles may not be picked up. Approved containers must be sorted and ready to be picked up when we arrive. Additional pickup outside of regularly scheduled route may be arranged, resources permitting, for a one-time \$50.00 charge payable upon services rendered.**
9. **In an effort to keep the program labor costs as low as possible, MCSWMD staff will not be able to retrieve the approved containers from multiple locations at/within the service address. The containers should be easily accessible near loading docks or exit doors. The MCSWMD will not provide the labor to collect or containerize the recycling in your business.**
10. Only full containers will be removed by MCSWMD staff. Partially-filled or empty containers may not be removed.
11. Cardboard boxes **MUST** be broken down to maximize space.
12. If the volume of materials increases and/or exceeds our pick up capabilities, you may be asked to amend your agreement by increasing the frequency of pick ups. This increase in pick up frequency will be commensurate with the established fees. If the volume of materials is greater than the MCSWMD can handle, MCSWMD may terminate this agreement and cease service.
13. In the event that we can not physically get to your business due to road work or closure, sidewalk work or closure, parking lot work or closure, alley work or closure, staff shortage, equipment maintenance or other issues, we will make a reasonable effort to provide pick up in the same week. If this is not possible, service will resume with the next regularly scheduled pickup.
14. In the event that a scheduled pick up falls on a MCSWMD observed holiday or on a day that we are closed due to adverse weather or other emergency, we will make a reasonable effort to provide service the same week. If this is not possible, service will resume with the next regularly scheduled pickup.
15. Pick up schedules are tentative, subject to staff and equipment availability, and are not guaranteed. Reasonable efforts will be made to stay on schedule. MCSWMD reserves the right to make changes to schedules without prior notice in case of emergency, in order to ensure quality service to other customers or for any other reason. MCSWMD will make a reasonable effort to notify customers prior to making such changes.

16. Call-in pick ups are available to customers needing pick up outside of their agreed pick up schedule. Call-in pick up service will be rendered as time, staff and equipment permits. Customers will be asked to complete a call-in form and an invoice will be generated. Customers are expected to pay the one-time cost of **\$50.00 per call-in pickup per site** in full within thirty (30) days of the call-in pick up.

17. The MCSWMD may provide the Customer environmental services agreed upon by request. These environmental services may include waste assessments, workshops, educational materials, guidance, pollution prevention services, and other resources requested. These services are complimentary to members of the Green Business Network and availability is subject to MCSWMD resources.

18. Each party agrees to address any problems, concerns, complaints, or contamination issues that may occur with this program in a timely manner.

Signed,

(Company name)

(Print Name)

(Authorized signature)

(Date)

MCSWMD

(Company name)

Joseph McNeal, GBN Coordinator

(Print Name)

(Authorized signature)

(Date)



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812.349.2020 gogreendistrict.com

3400 SOUTH WALNUT STREET • BLOOMINGTON, IN 47401



2022 Letter of Agreement

Monroe County Solid Waste Management District Green Business Network Membership

From: The Monroe County Solid Waste Management District
3400 South Walnut Street
Bloomington, IN 47401
Phone: (812) 349-2019
Contact: Joseph McNeal
Email: jmccneal@mcswwmd.org

Must be filled out completely (PLEASE MAKE ANY NECESSARY CHANGES)

CUSTOMER NAME: Monroe County Commissioners

Pick Up Address: 214 West 7th Street Bloomington IN 47401

Curry Building

Phone: _____

Fax: _____

Contact: _____

Email: _____

Billing Address: _____

Phone: _____

Fax: _____

Contact: _____

Email: _____

PLEASE INDICATE SHIPPING/RECEIVING DAYS & HOURS: Every Thursday

Membership Terms & Conditions, Service Commitments & Definitions:

1. (Customer Name) and the Monroe County Solid Waste Management District (MCSWMD) agree on the following fee and corresponding pick up frequency **PER SITE FOR A PERIOD OF FIVE (12) MONTHS:**
 - \$1600.00 annually for **two (2) pick ups per week**
 - \$800.00 annually for **one (1) pick up per week**
 - \$400.00 annually for **two (2) pick ups per month not to exceed one (1) per week**
 - \$200.00 annually for **one (1) pick up per month**
2. The term of this agreement commences **January 1, 2022** and ends **December 31, 2022**.
3. The Customer shall pay this fee **in full** within 30 days of the commencement of this agreement.
4. **Membership fees are not refundable for any reason** and membership may or may not be renewed at the beginning of each agreement term. Upon termination of this agreement for any reason by the Customer or the MCSWMD, membership fees, container costs and any other cost incurred by the customer through participation in this program will not be reimbursed or refunded.
5. Upon termination for any reason by the Customer or by MCSWMD, MCSWMD reserves the right to back-fill the pick up schedule of the Customer. Pick up schedules for new or returning members are determined by availability of service. All new and returning members may be placed on a waiting list until service is available.
6. The Customer may be required to purchase and provide specified containers approved by MCSWMD to hold the recyclable material pending pick up. MCSWMD will also provide, at no cost to the customer, containers of the same specifications and in equal quantity to facilitate clean container rotation. All containers are subject to rotation and use by MCSWMD in providing service to other members. Upon termination of this agreement by the Customer or by MCSWMD, the Customer will retain the number of containers purchased by the customer but is not guaranteed the return of the original containers purchased by the customer due to container rotation. MCSWMD makes no guarantees regarding the condition of returned containers and is in no way responsible for any damage to containers through regular use and rotation. **MCSWMD is not responsible for lost or stolen containers. Containers will be replaced at customer's expense.**
7. **MCSWMD reserves the right to leave any materials that may be contaminated or that may be hazardous to health or safety for any reason. Contamination includes both cross contamination from one material category to another (unsorted materials), as well as contamination by non-recyclables such as trash, food products, insects or animals, organic material, and Hazardous Waste material. Only materials approved as a part of the program may be placed in the containers. MCSWMD reserves the right to not collect any materials that are not accessible, are not properly sorted, or are not recyclable under the terms of this agreement. For additional information on recyclable materials, sorting, program limitations,**

terms and conditions, and best recycling practices, contact MCSWMD and your Green Business Network Coordinator.

8. **All materials must be in the approved containers and must be sorted properly. Only ONE type of recyclable material is permitted in each container. Materials may optionally be contained in plastic bags/can liners (limit 2 per container) within the approved containers. MCSWMD will not sort materials and will not pick up unsorted or mixed materials. Containers that are only partially-filled or are filled beyond standard capacity, obstructed from movement due to locked doors or gates, vehicles, trash or other obstacles may not be picked up. Containers must be sorted and accessible at the scheduled pickup time.**
9. **MCSWMD is not responsible for 3rd party contamination, illegal dumping, and unauthorized use of recycling containers.** For this reason, MCSWMD recommends keeping containers in areas away from public access if possible. MCSWMD also recommends the implementation of signage, if possible, and regular training for all participating individuals on how to properly clean and sort recyclables. For further information and recommendations on how to implement your business's recycling program, contact MCSWMD and your Green Business Network Coordinator.
10. **In an effort to keep the program labor costs as low as possible, MCSWMD staff will not be able to retrieve the approved containers from multiple locations at/within the service address.** The containers should be easily accessible near loading docks or exit doors. The MCSWMD will not provide the labor to collect or containerize the recycling in your business.
11. Cardboard boxes **MUST** be broken down to maximize space. Special care should be taken to remove plastic, foam, or other packing materials from within boxes.
12. Paper products and glass products must always be placed into Toter containers and never into large Gaylord containers, as the Gaylord containers filled with these materials become too heavy to move and potentially pose a safety hazard to workers.
13. **All food and beverage containers (plastics, glass, steel cans and aluminum) must be empty, rinsed clean, and have their lids removed.**
14. If the volume of materials increases and/or exceeds our pick up capabilities, you may be asked to amend your agreement by increasing the frequency of pick-up. Any increase in frequency will be commensurate with the established fees. If the volume of materials is consistently too great to be feasible or too low to sustain the program, MCSWMD may terminate the agreement & cease service.
15. In the event that we cannot physically get to your business due to road work or closure, sidewalk work or closure, parking lot work or closure, alley work or closure, delivery trucks or other obstructions, staff shortage, equipment maintenance or other issues, we will make a reasonable effort to provide pick up in the same week. If this is not possible, service will resume with the next regularly scheduled pickup.
16. In the event that a scheduled pick up falls on a MCSWMD observed holiday or on a day that we are closed due to adverse weather or other emergency, we will make a reasonable effort to provide

service the same week. If this is not possible, service will resume with the next regularly scheduled pickup.

- 17. Pick up schedules are tentative, subject to staff and equipment availability, and are not guaranteed. Reasonable efforts will be made to stay on schedule. MCSWMD reserves the right to make changes to schedules without prior notice in case of emergency, in order to ensure quality service to other customers or for any other reason. MCSWMD will make a reasonable effort to notify customers prior to making such changes.
- 18. Call-in pick up may be available for service outside of the regular pick-up schedule and will be rendered as time, staff and equipment permits. Customers will be asked to complete a call-in form and an invoice will be generated. A one-time cost of **\$50.00 per call-in pick-up, per trip, per site** is due upon services rendered, in the form of cash or check only.
- 19. The MCSWMD may provide the Customer environmental services agreed upon by request. These environmental services may include waste assessments, workshops, educational materials, guidance, pollution prevention services, and other resources requested. These services are complimentary to members of the Green Business Network and availability is subject to MCSWMD resources.
- 20. Each party agrees to address any problems, concerns, complaints, or contamination issues that may occur with this program in a timely manner. **MCSWMD reserves the right to discontinue service with 30-day written notice due to payment issues, recyclable material compliance issues or for any other reason at the sole discretion of MCSWMD.**

Signed,

(Company name)

(Print Name)

(Authorized signature)

(Title)

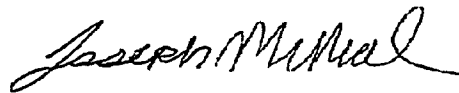
(Date)

MCSWMD

(Company name)

Joseph McNeal

(Print Name)



Green Business Network Coordinator
(812) 349-2019 | jmcneal@mcswmd.org

11-03-2021

(Date)



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3400 SOUTH WALNUT STREET • BLOOMINGTON, IN 47401



2022 Letter of Agreement

Monroe County Solid Waste Management District Green Business Network Membership

From: The Monroe County Solid Waste Management District
3400 South Walnut Street
Bloomington, IN 47401
Phone: (812) 349-2019
Contact: Joe McNeal
Email: jmcneal@mcswmd.org

Must be filled out completely (PLEASE MAKE ANY NECESSARY CHANGES)

CUSTOMER NAME: Monroe County Commissioners

Pick Up Address: 405 West 7th Street - Community Corrections
Bloomington IN

Phone: (812)-322-2754
Fax: _____
Contact: David Gardner
Email: _____

Billing Address: _____

Phone: _____
Fax: _____
Contact: _____
Email: _____

PLEASE INDICATE SHIPPING/RECEIVING DAYS & HOURS: Every Thursday

Membership Terms & Conditions, Service Commitments & Definitions:

1. Monroe County Commissioners (Customer Name) and the Monroe County Solid Waste Management District (MCSWMD) agree on the following fee and corresponding pick up frequency **PER SITE FOR A PERIOD OF FIVE (12) MONTHS:**
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 - \$800.00 annually for **one (1) pick up per week**
 - \$400.00 annually for **two (2) pick ups per month not to exceed one (1) per week**
 - \$200.00 annually for **one (1) pick up per month**
2. The term of this agreement commences **January 1, 2022** and ends **December 31, 2022**.
3. The Customer shall pay this fee **in full** within 30 days of the commencement of this agreement.
4. **Membership fees are not refundable for any reason** and membership may or may not be renewed at the beginning of each agreement term. Upon termination of this agreement for any reason by the Customer or the MCSWMD, membership fees, container costs and any other cost incurred by the customer through participation in this program will not be reimbursed or refunded.
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terms and conditions, and best recycling practices, contact MCSWMD and your Green Business Network Coordinator.

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- 9. MCSWMD is not responsible for 3rd party contamination, illegal dumping, and unauthorized use of recycling containers.** For this reason, MCSWMD recommends keeping containers in areas away from public access if possible. MCSWMD also recommends the implementation of signage, if possible, and regular training for all participating individuals on how to properly clean and sort recyclables. For further information and recommendations on how to implement your business's recycling program, contact MCSWMD and your Green Business Network Coordinator.
- 10. In an effort to keep the program labor costs as low as possible, MCSWMD staff will not be able to retrieve the approved containers from multiple locations at/within the service address.** The containers should be easily accessible near loading docks or exit doors. The MCSWMD will not provide the labor to collect or containerize the recycling in your business.
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12. Paper products and glass products must always be placed into Toter containers and never into large Gaylord containers, as the Gaylord containers filled with these materials become too heavy to move and potentially pose a safety hazard to workers.
- 13. All food and beverage containers (plastics, glass, steel cans and aluminum) must be empty, rinsed clean, and have their lids removed.**
14. If the volume of materials increases and/or exceeds our pick up capabilities, you may be asked to amend your agreement by increasing the frequency of pick-up. Any increase in frequency will be commensurate with the established fees. If the volume of materials is consistently too great to be feasible or too low to sustain the program, MCSWMD may terminate the agreement & cease service.
15. In the event that we cannot physically get to your business due to road work or closure, sidewalk work or closure, parking lot work or closure, alley work or closure, delivery trucks or other obstructions, staff shortage, equipment maintenance or other issues, we will make a reasonable effort to provide pick up in the same week. If this is not possible, service will resume with the next regularly scheduled pickup.

16. In the event that a scheduled pick up falls on a MCSWMD observed holiday or on a day that we are closed due to adverse weather or other emergency, we will make a reasonable effort to provide service the same week. If this is not possible, service will resume with the next regularly scheduled pickup.
17. Pick up schedules are tentative, subject to staff and equipment availability, and are not guaranteed. Reasonable efforts will be made to stay on schedule. MCSWMD reserves the right to make changes to schedules without prior notice in case of emergency, in order to ensure quality service to other customers or for any other reason. MCSWMD will make a reasonable effort to notify customers prior to making such changes.
18. Call-in pick up may be available for service outside of the regular pick-up schedule and will be rendered as time, staff and equipment permits. Customers will be asked to complete a call-in form and an invoice will be generated. A one-time cost of **\$50.00 per call-in pick-up, per trip, per site** is due upon services rendered, in the form of cash or check only.
19. The MCSWMD may provide the Customer environmental services agreed upon by request. These environmental services may include waste assessments, workshops, educational materials, guidance, pollution prevention services, and other resources requested. These services are complimentary to members of the Green Business Network and availability is subject to MCSWMD resources.
20. Each party agrees to address any problems, concerns, complaints, or contamination issues that may occur with this program in a timely manner. **MCSWMD reserves the right to discontinue service with 30-day written notice due to payment issues, recyclable material compliance issues or for any other reason at the sole discretion of MCSWMD.**

Signed,

 (Company name)

 (Print Name)

 (Authorized signature)

 (Title)

 (Date)

MCSWMD
 (Company name)

Joseph McNeal
 (Print Name)


 (Authorized Signature)

Green Business Network Coordinator
 (812) 349-2019 | jmcneal@mcswmd.org

11/03/21
 (Date)