



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' HYBRID MEETING AGENDA Wednesday, December 14, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>
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.

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"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 least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES
Health – Lori Kelley

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

5. APPROVAL OF MINUTES
December 7, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – December 14, 2022
Payroll – December 16, 2022

7. REPORTS
None

8. NEW BUSINESS

A. 2023 DEPARTMENT OF CORRECTIONS COMMUNITY CORRECTIONS GRANT

16

Fund Name/Number: see below

Amount: \$1,528,120

Presenter: Becca Streit

The Indiana Department of Correction (IDOC) has awarded Monroe Circuit Court Probation Department/Community Corrections Program a total of \$1,528,120 in grant funds for the Community Corrections Program, Pretrial Services Program, and two Court Recidivism Reduction Programs - Drug Treatment Court and Mental Health Court.

Grant funding supports Community Corrections Programs including: Home Detention and Electronic Monitoring; the Day Reporting Program; Pretrial Services Program; and the Drug Treatment Court and Mental Health Court Problem Solving Court Programs.

The grant funding also supports the use of Evidence-based Practices (EBP) and continuous quality improvement efforts to ensure that Probation and Community Corrections clients are receiving services that promote reduction in risk to re-offend and community safety.

Fund numbers for 2023 grants:

9141 - Community Corrections Program Grant - **\$1,049,167**

9157 - Pretrial Grant- **\$271,866**

9147 - Drug Court Grant-**\$157,711**

9149 - Mental Health Court Grant-**\$49,376**

B. RECOMMENDATION OF PAYMENT FOR VOTER REGISTRATION PER DIEM

43

Fund Name: Elections

Fund Number: 1215

Amount: \$9,249.50

Presenter: Molly Turner-King

Pursuant to Indiana Code 3-7-12-22 " [i]n a county where the circuit clerk serves as voter registration officer the clerk is entitled to a per diem compensation. The per diem shall be paid out of the general fund of the county in the same manner as election expenses are paid." The Council is responsible for setting the amount of the per diem.

For the years of 2016 to 2021, the Monroe County Clerk did not submit claims for a Voter Registration per diem and as a result, the Clerk did not receive any payments for the statutory mandated Voter Registration per diem. In order to provide the Clerk with the compensation statutorily required for her services as the Voter Registration Clerk for the years of 2016 and 2021, the County Council recommends the attached Settlement Agreement for approval to the Board of Commissioners.

The Agreement establishes that the Clerk would receive a payment of \$9,249.50. This amount was calculated as follows:

- 1) a payment of \$6.50 per day for 193 days totaling \$1,254.50 for the year of 2016. (The Clerk was sworn in on March 21, 2016) and;
- 2) payments of \$6.50 per day for 246 days (an annual total of \$1,599) for each of the following years 2017, 2018, 2019, 2020, and 2021. A grand total for these five (5) years equals \$7,995.

The Council agreed by unanimous consent to forward the attached Settlement Agreement to the Commissioners on December 6, 2022.

C. ORDINANCE 2022-50; AMEND MONROE COUNTY CODE CHAPTER 270

47

Presenter: Jeff Cockerill

If approved, Ordinance 2022-50 will amend Chapter 270 of the Monroe County Code by adding sections to establish the Monroe County Local Assistance and Tribal Consistency Fund, the Monroe County Title IV-E Non-Reimbursement Fund, the Opioid Restricted Fund, and the Opioid Unrestricted Fund. The State Board of Accounts has released guidance stating that new funds must be established for accounting and transparency purposes, for each of the funds described.

D. ORDINANCE 2022-51; REPEALING ORDINANCE 2018-9: AFFORDABLE HOUSING COMMISSION

51

Presenter: Jeff Cockerill

Monroe County Government elected officials and some of the individuals serving on the Monroe County Affordable Housing Advisory Commission now serve as advisors to the implementation of the Heading Home 2021 plan. With the overlap in purpose and personnel, and the fact that the Heading Home of South Central Indiana initiative has major funding, the Monroe County Commissioners wish to dissolve the Monroe County Affordable Housing Advisory Commission and thank all present and past commission members for their dedication to improving housing conditions for residents of Monroe County.

E. INDIANA UNIVERSITY JAIL EXPERIENCE SURVEY

54

Fund Name: American Rescue Plan Act

Fund Number: 8950

Amount: \$83,000

Presenter: Jeff Cockerill

The attached documents are a draft version of an agreement with the Trustees of Indiana University that allows the Indiana Institute on Disabilities and Community to implement a survey regarding current and former people incarcerated at the Jail. The ultimate purpose is help local decision makers determine the most effective and efficient way to move forward with the potential building of a new jail and/or facility that could address social determinants that contribute to incarceration. The final draft has contingencies for approvals from various Monroe County Officials. The use of ARPA funding for this item is contingent on Council Appropriation.

F. RATIFICATION OF MONROE COUNTY AMERICAN RESCUE PLAN ACT POLICY REVISION #4

61

Fund Name: American Rescue Plan Act

Fund Number: 8950

Presenter: Jeff Cockerill

The Commissioners and County Council have been working to prioritize use of the ARPA funding. At the County Council is meeting on Tuesday December 6, where additional appropriations for utilization of ARPA funding were performed. At the December 7th Commissioners work session the commissioners approved the attached document, this is brought to the Commissioners meeting for ratification, with one minor change to the Hoosier Hills item.

- G. RATIFICATION OF MONROE COUNTY AMERICAN RESCUE PLAN ACT FUND MOU'S** **66**
Fund Name: American Rescue Plan Act
Fund Number: 8950
Amount: \$3,725,064
Presenter: Jeff Cockerill

With the approval of the American Rescue Plan Act Policy the following MOU's have been prepared to achieve the plan.

1. Monroe Fire Protection District--Ambulance--\$1,217,970
2. Rural Transit--Up to 6 transit vehicles-\$540,000
3. Hoosier Hills Food Bank--Refrigerated Truck--\$30,000
4. Sojourn House--Property Purchase--\$164,000
5. Habitat For Humanity--Affordable Housing infrastructure--\$1,773,076
6. New Hope--Early Education Center--\$300,000

- H. INDIANA UNIVERSITY ASSIGNMENT OF EASEMENT AGREEMENT** **91**
Presenter: Jeff Cockerill

This agreement releases ownership of the Eagleson Bridge to Monroe County. The bridge will be replaced with INDOT funding with MC Highway Department being the ERC (Employee in Responsible Charge, Lisa Ridge) to manage the project.

- I. AWARD REPLACEMENT OF BAYLES ROAD BRIDGE #45 TO CLR, INC.** **101**
Fund Name: Cumulative Bridge
Fund Number: 1135
Amount: \$944,394.40
Presenter: Toby Turner

Sealed bids were opened on December 8th at 9:00 am by Highway personnel in the Nat U. Hill Room. There were two bids submitted, CLR, Inc. and E&B Contractors. The Department recommends awarding the project to CLR, Inc., which was the lowest, most responsible and responsive bidder.

- J. DLZ, LLC AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES FOR FULLERTON PIKE PH III** **115**
Fund Name: Fullerton Pike
Fund Number: 8169
Amount: \$1,479,700
Presenter: Toby Turner

The Department followed the proper procedures set out by INDOT for the RFP process and Consultant Selection. DLZ, LLC has been chosen through this process as the selected Consultant for these services.

K. AWARD MILESTONE CONTRACTORS VARIOUS PAVING PROJECTS

154

Fund Name: Rainy Day
Fund Number: 1186
Amount: \$1,349,926.05
Presenter: Toby Turner

Sealed bids were opened on December 8th at 9:00 am by Highway personnel in the Nat U. Hill Room. There were two bids submitted, Milestone Contractors and E&B Contractors. The Department recommends awarding the project to Milestone Contractors, which was the lowest, most responsible and responsive bidder. This is a Community Crossing Matching Grant award; we will receive 50% or \$674,963.02 from INDOT for the match

L. REQUEST TO UTILIZE CASHED FUNDS FOR COMPLETING IMPROVEMENTS AT EMERALD TRACE SUBDIVISION

166

Fund Name: Bid Deposit and Bond Holding
Fund Number: 1108
Amount: \$83,570
Presenter: Ben Ayers and Jackie N. Jelen

Emerald Trace Subdivision (17- lot subdivision at the corner of S Harrell Rd and E Kylie Ct) was approved and recorded in 2007. Since that time, there has been a gradual build out of all of the lots throughout the subdivision. The developer at that time did post a letter of credit to originally be able to receive final plat approval and subsequent building permits for individual lots.

Upon meeting with the developer earlier this year and identifying the remaining improvements to be completed, they failed to renew the letter of credit at the current rate of \$90,000. Therefore, the County Highway Department cashed these funds for use to complete all improvements in the subdivision.

Below, please see a bid from Ron Arnold for \$83,570 to complete all of the remaining work in the right-of-way for Emerald Trace Subdivision. We request that the Commissioners approve this bid. Note this does not require County Council appropriation as these funds are not part of a governmental receipt, and rather were funded as part of a private development. The work includes sidewalk repair/replacement, curb and gutter repair, inlet repair, and retention pond reconstruction.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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Lee Jones

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COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, December 7, 2022 at 10:00 am
Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

Julie Thomas, President - Present, **In Person**
Penny Githens, Vice President - Present, **In Person**
Lee Jones, Present, **In Person**

Staff

Angie Purdie, Commissioners' Administrator – Present, **In Present**
Jeff Cockerill, Legal Counsel – Present, **In Person**

1. **CALL TO ORDER BY COMMISSIONER THOMAS 10:08 am**

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:08 am**

3. **DEPARTMENT UPDATES 10:09 am**
Health – Lori Kelley
Highway – Lisa Ridge
Planning – Jackie Nester Jelen

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:17 am**
Jennifer Pearl – President, Bloomington Economic Development
Laurie Borman - Monroe County Resident
Jim Shelton – Court Appointed Special Advocates (CASA)

5. **APPROVAL OF MINUTES 10:28 am**
November 30, 2022

Githens made motion to approve. Jones seconded.

Thomas called a voice vote.
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET 10:28 am
Accounts Payable – December 7, 2022

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

7. REPORTS
None

8. NEW BUSINESS

A. PURDUE UNIVERSITY EXTENSION SERVICES 2023 AGREEMENT 10:29 am
Fund Name: County General
Fund Number: 1000
Amount: \$128,740
Presenter: Ody Ekwonwa

Requesting approval for the 2023 contract with Purdue Extension to provide educational programming and resources to the citizens of Monroe County, in the areas of Agriculture and Natural Resources, Community Development, 4-H Youth Development and Health and Human Sciences. The County Council as part of the annual budget process approved the contractual amount.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

B. B-TECH FIRE AND SECURITY ACCESS CONTROLS AGREEMENT 10:31 am
Fund Name: 2015 GO Bond
Fund Number: 4806
Amount: \$11,055.31
Presenter: Greg Crohn

The swipe lock access system at the Public Defender's Office, located at 304 N. Morton Avenue, is still on the legacy Access IT system. This request is to approve the proposal from B-Tech Fire and Security to implement Brivo, our current system, utilizing as much of the existing hardware as possible.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

C. B-TECH FIRE AND SECURITY NEW SECURITY CAMERAS AGREEMENT 10:33 am

Fund Name: 2015 GO Bond

Fund Number: 4806

Amount: \$5,268.08

Presenter: Greg Crohn

The security camera system located in the Public Defender's Office at 304 N. Morton Avenue is non-operational and requires replacement. This request is to approve the proposal from B-Tech Fire and Security to implement a total of four (4) cameras to the exterior and entry foyer of the building.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

D. CISCO SECURITY LICENSING PURCHASE 10:34 am

Fund Name: Cumulative Capital

Fund Number: 1138.30041

Amount: ~~\$17,500~~—\$17,550

Presenter: Greg Crohn

As part of the compliance with our cyber insurance provider, and best practices identified by the office of Homeland Security, we are required to implement Multi-Factor Authentication to our VPN access. Our current VPN provider, Cisco, offers an MFA solution that easily integrates with the AnyConnect VPN infrastructure. This request is to approve the quote provided by SHI International Corp., for three-hundred (300) Cisco DUO MFA licenses, for the period of one (1) year.

Githens made motion to approve. Jones seconded.

Mr. Crohn stated that the amount should be \$17,550.

Thomas made motion to amend amount. Githens seconded.

No public comment on amendment.

Thomas called for voice vote on amendment.

Amended motion carried 3-0.

Thomas called for voice vote.

Motion carried 3-0.

E. MOU WITH COMMUNITY JUSTICE AND MEDIATION CENTER 10:38 am

Fund Name: LLIT Special Purpose

Fund Number: 1114

Amount: not to exceed \$32,000

Presenter: Troy Hatfield

The Monroe Circuit Court Probation Department recognizes the need for a systematic and evidence-based approach for rehabilitation of its adolescent clientele. The restorative justice program known as the Victim & Offender Restoration Program ("VORP") has proven to reduce offender recidivism in studies replicated in various jurisdictions. The Monroe Circuit Court Probation Department requests the Monroe County Commissioners approve a Memorandum of Understanding with the Community Justice and Mediation Center ("CJAM") to provide VORP services for referred adolescent clients in 2023.

Githens made motion to approve. Jones seconded.

Public comment:

Liz Grenat (via zoom) - Executive Director, Community Justice and Mediation Center

Thomas called for voice vote.

Motion carried 3-0.

F. DECKARD LAND SURVEYING SECTION CORNER PERPETUATION AGREEMENT 10:42 am

Fund Name: Surveyors Corner Perpetuation

Fund Number: 1202

Amount: \$30,000

Presenter: Trohn Enright-Randolph

The Office of Monroe County Surveyor (MCSO) is seeking approval of a professional service agreement with Deckard Land Surveying to help maintain the Public Land Survey System in the county, in line with the MCSO's heightened standards for Monument Records. The proposed survey project is to perpetuate the location of section corners, quarter section corners, or center quarter corners by marking and verifying existing monuments or re-establishing the corners with new monuments in the sections outlined in the attached exhibits. Any new monuments that are set are to have geodetic coordinates for each corner provided to the MCSO in a digital format and noted on the Monument Record. The deliverables include a Monument Record for each monument, Surveyor's Report, and a Plat of Survey drawn to scale. These records are to be provided as physical copies as well as PDF copies. The Surveyor's Report and Plat of Perpetuation Survey are to be recorded in the office of the Monroe County Recorder.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

G. RESOLUTION 2022- 32: 2023 BOARD OF COMMISSIONERS MEETING DATES AND RESOLUTION 2022-33: 2023 APPEALS HEARING/MEETING DATES 10:48 am

Presenter: Angie Purdie

This item seeks the Commissioners' approval of Resolution 2022-32: 2023 Board of Commissioners Meeting Dates and Resolution 2022-33: 2023 Appeals Hearing/Meeting Dates.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

H. AMEND CONVENTION CENTER MANAGEMENT AGREEMENT 10:49 am

Fund Name: Convention Center Operating

Fund Number: 4005

Amount: \$400,000

Presenter: Jeff Cockerill

An agreement for the management of the convention center at a rate of \$33,333.33 per month (\$400,000.00 total)

Githens made motion to approve. Jones seconded.

Public comment:

Dave Askins – B-town Beacon

Talisha Coppock – Executive Director Monroe Convention Center

Thomas called for voice vote.

Motion carried 3-0.

I. ORDINANCE 2022-48: AMEND SPEED LIMIT ORDINANCE 86-09 10:54 am

Presenter: Lisa Ridge

Amend Ordinance 86-09 to add the following 30 mph location: Miller Road

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

J. INDOT AGREEMENT FOR KARST TRAIL EXTENSION TO LIBERTY DRIVE 10:55 am

Fund Name: 2020 GO Bond/Trail Expansion

Fund Number: 4813

Amount: \$155,801

Presenter: Lisa Ridge

This agreement is for construction of the extension of the Karst Trail, which begin at Liberty Drive and SR 45, follows Constitution Avenue to Curry Pike, straight west to the Karst Trail at the railroad (Gifford Rd curve).

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

K. INDOT AMENDMENT # 1 VERNAL PIKE CONNECTOR ROAD 10:57 am

Fund Name: Vernal Pike Connector Road

Fund Number: 8165

Amount: \$3,076,220 in additional funding

Presenter: Lisa Ridge

The amendment is to increase the amount allocated for construction and construction inspection for the Vernal Pike Connector road and bridge project. The original contract was approved for \$6,778,180 in May 2022. INDOT has increased the amount of federal funding allocated to the project of \$3,076,220. Letting date for this project is February 2023.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for voice vote.

Motion carried 3-0.

L. IXOYE TRAIL AND GREENWAYS ENGINEERING INC. SUPPLEMENTAL #8 FOR BICENTENNIAL PATHWAY PROJECT 10:59 am

Fund Name: Cumulative Cap

Fund Number: 1138

Amount: N/A
Presenter: Lisa Ridge

This supplemental is to move existing funds into the proper line of services. There have been some design coordination, final utility coordination re-bid design services. There is no cost decrease/increase in moving these funds.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

M. AMERICAN STRUCTUREPOINT AMENDMENT #1 FOR RHORER ROAD BRIDGE #75 11:00 am
Fund Name: Cumulative Bridge
Fund Number: 1135
Amount: \$37,300
Presenter: Lisa Ridge

This agreement is for right-of-way acquisition services for the Rhorer Road Bridge #75 replacement project. The project is targeted for a 2024 construction year.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

N. USI CONSULTING WORK ORDER/TASK # 2 FOR BAYLES ROAD BRIDGE # 45 REPLACEMENT 11:01 am
Fund Name: Cumulative Bridge
Fund Number: 1135
Amount: Not to exceed \$50,000
Presenter: Lisa Ridge

This work order is for construction inspection services for the replacement of Bayles Road Bridge #45. The Commissioners on 4/7/2021 and design contract approved on 9/29/2021 approved the original On-Call agreement with USI.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

O. RQAW ON-CALL SERVICES AGREEMENT 11:03 am
Fund Name: Local Road & Street or Cumulative Bridge
Fund Number: 1169 or 1135
Amount: as needed
Presenter: Lisa Ridge

The Department would like to add RQAW to our list for professional service assistance. This is for on-call services as needed for future projects.

Githens made motion to approve. Jones seconded.

No public comment.
Thomas called for voice vote.
Motion carried 3-0.

P. THE MANOR SUBDIVISION; ADDING NEW ROADWAYS INTO INVENTORY 11:04 am
Presenter: Lisa Ridge

LandCo of Southern Indiana, LLC request the follow roadways be accepted into Monroe County Road Inventory:

South Cordova Place – Road Extension
East Manor Court

The Department has inspected the subdivision and request approval of these new roadways into Monroe County Road Inventory.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

Q. 2023 MATERIAL BID AWARDS 11:06 am
Presenter: Lisa Ridge

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for voice vote.
Motion carried 3-0.

10. APPOINTMENTS
None

11. ANNOUNCEMENTS 11:09 am

Monroe County Development Ordinance public meeting will be held Tuesday, December 13 at 5:30 pm, in the Nat U Hill Meeting room and via Zoom.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

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:

Thursday, December 15, 10am – 3pm
Friday, December 16, 1pm – 6pm

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3rd floor of the Courthouse and via Zoom. Meetings are open to the public.

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	chreynolds812@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

12. ADJOURNMENT 11:12 am

The summary minutes of the December 7, 2022 Board of Commissioners meeting were approved on December 14, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA
December 7, 2022
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

1. Legal, Jeff Cockerill 11:29 am

- a. Monroe County American Rescue Plan Act Policy Revision #4

Githens made motion to adopt revision #4. Jones seconded.

Thomas called for a voice vote.

Motion carried 3-0.

Cockerill will bring it back next week for ratification.

- b. Indiana University agreement regarding Jail Experience Survey

Public comment:

Allison Howland, Indiana Institute on Disability and Community

Githens made motion to accept agreement not to exceed \$83,000 and approval of County Council. Jones seconded.

Public Comment:

Peter Iversen, County Council member

Marty Hawk, County Council member

Thomas called for a voice vote.

Motion carried 3-0.



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 Indiana Department of Correction (IDOC) has awarded Monroe Circuit Court Probation Department/Community Corrections Program a total of \$1,528,120 in grant funds for the Community Corrections Program, Pretrial Services Program, and two Court Recidivism Reduction Programs - Drug Treatment Court and Mental Health Court.

Grant funding supports Community Corrections Programs including: Home Detention and Electronic Monitoring; the Day Reporting Program; Pretrial Services Program; and the Drug Treatment Court and Mental Health Court Problem Solving Court Programs.

The grant funding also supports the use of Evidence-based Practices (EBP) and continuous quality improvement efforts to ensure that Probation and Community Corrections clients are receiving services that promote reduction in risk to re-offend and community safety.

Fund numbers for 2023 grants:
 9141.0000 = Community Corrections Program Grant
 9157.0000 = Pretrial Grant
 9147.0000 = Drug Court Grant
 9149.0000 = Mental Health Court Grant

Fund Name(s):	Fund Number(s):	Amount(s)
Community Corrections Program Grant	Community Corrections 9141.0000	\$1,049,167.00
Pretrial Grant	Pretrial 9157.0000	\$271,866.00
Drug Court Grant	Drug Court 9147.0000	\$157,711.00
Mental Health Court Grant	Mental Health Court 9149.0000	\$49,376.00

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Becca Streit"/>	<input type="text" value="812-349-2005"/>

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

Attorney who reviewed:

GRANT AGREEMENT

Contract #000000000000000000068069

This Grant Agreement (this "Grant Agreement"), entered into by and between Indiana Department of Correction (the "State") and MONROE COUNTY (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$1,528,120.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A (Special Conditions)** and **Exhibit B (Budget Summary)** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § **11-12** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If State Funds: Adult Community Corrections & Justice Reinvestment Grants

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A (Special Conditions)** and **Exhibit B (Budget Summary)** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **January 01, 2023** and shall remain in effect through **December 31, 2023, which is the date the grant performance must be completed.**

Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant and may include additional grant awards, all to be in conformance with IC 5-22-17-4.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$1,528,120.00**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within **15** calendar days following the end of the **month** in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **15** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **15** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A (Special Conditions)**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B (Budget Summary)** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Liz Darlage
302 West Washington Street Room E334
Indianapolis, IN 46204
EDarlage@idoc.in.gov

B. Notices to the Grantee shall be sent to:

Catherine Smith
csmith@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. Deleted -- not applicable.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. Tax Exempt Bond Requirements

Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the State with respect to the managed property. For example, Contractor agrees not to claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the facilities, in which the services are provided by Contractor pursuant to this Contract. Both parties acknowledge that the Contractor does not have any role or relationship with the State that, in effect, substantially limits the State's ability to exercise its rights under this Contract.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained

in the 2022 OAG/ IDOA *Professional Services Contract Manual* or the 2022 *SCM Template*) in any way except as follows:

Clause 4. Term Added Language

Clause 24. Federal and State Third-Party Contract Provisions - Removed

Clause 26. Tax-Exempt Bond Requirements

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

By: *Julie Thomas*
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 12/2/2022 | 11:40 EST

Indiana Department of Correction

By: *Elizabeth J. Sarlage*
E045ACBDD83144E...

Title: Community Corrections Director

Date: 12/2/2022 | 12:05 EST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on August 23, 2022.***

FA 22-36

Exhibit A

Special Conditions

[The Grantee agrees to comply with the Special Conditions outlined below

I. Community Corrections Advisory Board

Grantee agrees to establish and maintain a Community Corrections Advisory Board (CCAB) pursuant to IC 11-12-2-2 and this Grant agreement.

A. Community Corrections Advisory Board shall:

1. formulate the corrections plan and the application for financial aid;
2. observe and coordinate the operation of community corrections programs in the county;
3. make an annual report to the county executive or in a county having a consolidated city, the city-county council containing an evaluation of the effectiveness of programs receiving financial aid under IC 11-12 concerning compliance with the standards adopted by the Department under IC 11-12-2-5;
4. recommend to the county executive or, in a county having a consolidated city, the city-county council, the approval or disapproval of agreements with units of local government or non-governmental agencies that desire to participate in the community corrections plan;
5. review recommendations from the program director for utilization of user fees and determine the most appropriate use of same, subject to department approval;
6. ensure that programs receiving financial aid are in compliance with IC § 11-12-2-5.
7. adopt bylaws for the conduct of its own business;
8. hold a regular meeting at least one (1) time every three (3) months and at other times as needed to conduct all necessary business. Date of regular meetings shall be established at the first meeting of each year;
9. comply with the public meeting and notice requirements under IC § 5-14-1.5;
10. conduct business in a manner established in the board bylaws;
11. cause written minutes of the meetings to be recorded;
12. provide the Department with a copy of the minutes by the tenth working day following the end of each quarter;
13. ensure that no individual board member or duly appointed designee is permitted by bylaw to cast more than one vote on any resolution or other matter to come before the board. The total number of votes shall not exceed the total number of board members (including designees) present at the time of vote.

II. Community Corrections & Procedural Manual or Indiana Department of Correction State Policies

Grantee agrees to comply with all policies as outlined within the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) and/ or Indiana Department of Correction State Policies. The Department will notify all grantees of changes or revisions to the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) or

Indiana Department of Correction State Policies . Grantees shall have thirty (30) days from the date the notification is issued to review and comply with said changes. If compliance with the revisions will require longer than the allotted period, grantees must submit a reasonable plan for compliance to the Department no later than thirty (30) days following the notification of revisions.

III. Reporting

- a. Grantee agrees to submit progress and other reports to Department in accordance with Department procedures, rules, and regulations and in precise formats and timeframes prescribed by Department.
- b. Grantee agrees to maintain statistical records for the period of the grant cycle in the format and frequency as established by [Community Corrections & Justice Reinvestment Grant Procedural Manual](#).
- c. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) instructions.
- d. The Grantee shall upload data transmissions into the Department's grant management system or by the means prescribed by the Department.
- e. Entities that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines are subject to the non-compliance procedures outlined in the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) and may be subject to holds on their funding until such issues are rectified.

Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the grant cycle.

IV. Funding

The Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department if such changes are determined by the Department to be in the best interests of the Project.

Grantee agrees to refund to the State of Indiana any funds from the grant not expended or encumbered in the approved performance of this Agreement. If Grantee is recipient of a Community Corrections Grant from Department for the next grant cycle, a sum equal to such funds not expended or encumbered from this grant shall be subtracted from the new grant and the funds remaining with Grantee may be used in furtherance thereof.

V. Accounting: Non-Co-Mingling of Funds

Grantee agrees to establish a separate fund to be known as the "Adult Community Corrections Grant Fund" for each grant entity for the purpose of receiving and disbursing funds pursuant to this Agreement. This fund shall be used only for funds received pursuant to this Agreement and shall not be co-mingled with any other funds received by the County Corrections Agency. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to

the Department and/or the State Board of Accounts upon request.

Grantee further agrees that a Community Corrections Program established under IC §11-12-2-1 that collect Community Corrections Project Income (i.e., user fees under IC §11-12-2-12 or home detention user fees under IC 35-38-2.5-8 (c)) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department. A separate fund shall be established for project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

User fees and other funds collected by Project components funded under this Grant Agreement shall be included in the Community Corrections Project Income Fund unless the collection and maintenance of those funds is mandated elsewhere under Indiana Code, including but not limited to:

Probation user fees collected under IC § 35-38-2-1;
Problem Solving Court Fee under IC § Code 33-23-16-20;
Pretrial Services Fee under IC § 33-23-8-3.3; and
Deferred Prosecution Fee under IC§33-37-5-17.

VI. Accounting: Maintenance of Records

The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds. Accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, awarded grant funds. Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

User fees and other funds that are collected by Project components funded under this Grant Agreement but that are not included in the Community Corrections Project Income Fund, (such as probation user fees collected under Indiana Code 35-38-2-1 et seq) shall be subject to the account, records, and ledger requirements of this section.

VII. Audits

Accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

VIII. Payments

The grant payments shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department shall only distribute those funds necessary to fund the Community Corrections plan (as defined in IC §11-12-2-4).

All claims for payment hereunder must be certified to the Department by the Auditor of the County.

All grant payments shall be made payable to the Auditor of the County. For multi-county Community Corrections agencies, grant payments shall be made payable to the Auditor of the county named as the fiscal contact for the grant.

IX. Subcontractors

All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

All subcontracts regarding Electronic Monitoring must adhere to the standards outlined under IC § 35-38-2.7 et seq.

Grantee agrees that any subcontractors shall be required to meet all State and Federal licensing requirements.

X. Standards and Licensing

Domiciliary care programs shall be conducted in such a manner as to meet the standards promulgated by the State Board of Health, the State Fire Marshal and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities so used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

All programs involving residential care shall be governed by applicable licensing, inspection, and other supervisory requirements imposed by law.

All programs of referral shall be required to meet all State and Federal licensing requirements.

All court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference.

XI. Project Monitoring

Grantee agrees to allow Department to inspect its program activities and examine the records of the Community Corrections grant fund or funds created as a result of support by the Community Correction grant fund at reasonable times and intervals.

In addition to project monitoring requirements stated in the Grant Agreement, grantee shall make available upon request a detailed listing of all costs by Project budget line item which are accrued yet unpaid, if any.

The Department may conduct an on-site monitoring review of the project. Such monitoring review will document the following:

- A. Whether project activities are consistent with those set forth in Exhibit A, the grant applications, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B, attached hereto and incorporated herein.
- C. A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any.

A written evaluation as to the Grantee's timely progress in project management, financial management, and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

XII. Community Corrections Residential Centers

A Community Corrections Residential Center is a community based residential or work release program in a minimum-security correctional facility overseen by the Community Corrections Advisory Board. If a Community Corrections Residential Center is operated, the facility must have an inspection completed by the Indiana Association of Community Correction Act Counties (IACCAC) Residential Advisory Committee, the Indiana Department of Correction, or an outside agency approved in advance by either the Department of Correction or the IACCAC Residential Advisory Committee to conduct inspections of such facilities. Inspections must be completed on a biennial basis at minimum. Grantee must forward an electronic copy of the inspection report to the Department within forty-eight (48) hours of receiving it. If the inspection report requires that improvements or revisions be made to the program, facility, or any of the components thereof, a plan of correction must be submitted electronically to the Department within twenty-four (24) hours of submission to the agency performing the inspection. Results and documentation from any follow-up inspections must be submitted

electronically to the Department within forty-eight (48) hours of receipt by the Grantee.

The Community Corrections Residential Center will provide a safe and secure environment for residents, as well as provide safety of the staff and community. The Community Corrections Residential Center will utilize evidence-based practices and provide residents access to community resources and opportunities to increase pro-social behavior and relationships while in a controlled setting. The overall goals of a Community Corrections Residential Center are to:

1. Provide a sentencing alternative to incarceration for moderate and high-risk individuals in a community-based setting
2. Provide placement as a sanction for community supervision violators
3. Provide moderate and high-risk residents an opportunity for re-entry/transition from incarceration to their home community.

The Grantee agrees to:

1. Supervise, manage, and provide access to programming, treatment, and services for its residents in accordance with standards outlined by the American Correctional Association (ACA)
2. Provide all programming, treatment, and services in accordance with state and federal laws, Indiana Administrative Code, the IDOC Grant Contract Agreement, Community Corrections & Justice Reinvestment Grant Procedural Manual, and all applicable IDOC Policy and Procedures.
3. Comply with all governmental regulatory requirements related to employment and personnel practices
4. Adhere to all fiscal policies, circulars, and requirements of IDOC. In addition, resident earnings shall be deposited into a local account daily upon receipt, individual resident accounts may be maintained within a system that is accountable to all transactions and reporting requirements. Calculations of subsistence due shall be based on agency established fees approved by the Community Corrections Advisory Board.
5. Provide for resident rights in accordance with Indiana Code.
6. The Grantee, at minimum, is required to report performance metrics on bed capacity.

XIII. Physical Plant

The facility must comply with applicable federal and state health, sanitation, safety and fire laws, the Community Corrections & Justice Reinvestment Grant Procedural Manual, and applicable IDOC Policy and Procedure.

XIV. Staffing

Staffing for the Community Corrections Residential Center shall be consistent with the rated capacity, physical plant, and procedural needs of each facility. The center shall be staffed twenty-four (24) hours per day, seven (7) days per week according to the proposed staffing level approved by the Community Corrections Advisory Board and in accordance with best correctional practices.

The Community Corrections Residential Center staff shall be able to perform, the following tasks, including but not limited to:

1. Provide a safe, secure, and structured environment affording residents the opportunity to benefit from the program
2. Provide case management services to effectively address criminogenic risk and needs identified by actuarial risk and needs assessments. This includes establishing and maintaining a case plan with individual resident program goals.
3. Provide groups, programs, or treatment options to all residents based on need (as determined by objective assessment tools). If unable to provide these options within the facility, residents will be allowed to leave the facility to attend such programmatic activities.
4. Assist each resident in the establishment of an effective release plan
5. Provide access to necessary medical treatment to all residents
6. Provide access food service to all residents
7. Provide necessary administrative support functions such as fiscal responsibilities

XV. Policies

The Community Corrections Residential Center will incorporate and implement the following policies and procedures, including but not limited to:

1. Resident Eligibility Criteria
2. Access to Health Care
3. Emergency & Evacuation Procedures
4. Personal Property
5. Resident Dress Code
6. Money Issues
7. Count Procedure
8. Disciplinary Policy
9. Work Details
10. Living Area
11. Meal Procedures
12. Entering and Leaving the Facility
13. Recreation
14. Visitation
15. Mail
16. Laundry
17. Telephones
18. Consequences of Escape
19. Resident Grievance Process

Each resident shall receive a written copy of the Community Corrections Residential Center Rules and Regulations upon arrival and shall receive verbal instruction during a Community Corrections Residential Center Orientation. Residents shall be advised in the Orientation that violation of these Facility Rules and Regulations may result in disciplinary action. All staff shall be familiar with the established Rules and Regulations and shall enforce them in a fair and consistent manner.

XVI. Community Corrections Residential Center Reporting

The grantee agrees to submit progress reports, monthly financial reports, and other reports to the Department in accordance with Department procedures, rules, and

regulations and in precise formats and timeframes prescribed by Department. Agencies that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines as outlined by the Department, Community Corrections & Justice Reinvestment Grant Procedural Manual, and the requirements enumerated herein will be subject to holds on their funding until such issues are rectified.

A grant funded entity shall report, at minimum, the data set forth in IC §33-38-9.5-2.

Grantee agrees to submit a report to IDOC that shall include, but is not limited to the following:

- ↳ A bed capacity count
- ↳ A staff vacancy rate
- ↳ Critical Incidents
- ↳ Fiscal overview of resident earnings collected
- ↳ The number disciplinary hearings held at the facility
- ↳ The revocation rate and the result of the revocation

The Grantee further agrees to provide evaluation of the Community Corrections Residential Center as a part of the Annual Report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require.

XVII. Evidence-Based Practices

Grantee shall follow, implement, and utilize evidence-based practice models for both post-conviction and pre-conviction individuals. Programs receiving state grant funding that supervise post-conviction participants must supervise participants and provide programs and services consistent with all Principles of Effective Interventions published by the National Institute of Corrections.

These include:

- ↳ Assess Actuarial Risk/Needs
- ↳ Enhance Intrinsic Motivation
- ↳ Target Interventions
- ↳ Skill Train with Directed Practice
- ↳ Increase Positive Reinforcement
- ↳ Engage Ongoing Support in Natural Communities
- ↳ Measure Relevant Processes/Practices
- ↳ Provide Measurement Feedback

Pre-Trial participants should be supervised according to the Pretrial Services Rules as set by the Judicial Conference of Indiana and consistent with best practices, as taken from the American Bar Association's Standards for Criminal Justice, Pretrial Release (2002) and the National Association of Pretrial Services Agencies' Standards on Pretrial Release (2004).

XVIII. Assessments

Grantee will certify the appropriate staff in the Indiana Risk Assessment System (IRAS) and Indiana Youth Assessment System (IYAS) as applicable for completing primary risk and needs assessments according to the policies adopted by the Judicial Conference of Indiana and Indiana Department of Correction. Assessment data for all IRAS and IYAS assessments will be entered into the Incite application provided by the Judicial Automation and Technology Committee. The Indiana Department of Correction may request data collected from the INcite application.

XIX. Property Rights

All fixed assets purchased with funds provided through this Grant Agreement or generated through Project income remain the property of the Community Corrections program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#).

XX. HIPAA Compliance

If this grant involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

XXI. Licensing Standards

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Grantee pursuant to this Contract. The State will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

XXII. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

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CY2023 Community Corrections & Justice Reinvestment Funding Summary

Advisory Board Name: MonroeFiscal Body: Monroe

Entity	Award
Community Corrections	\$1,049,167.00
Community Supervision	\$1,049,167.00
Residential/ Work Release	
Drug Court	\$157,711.00
Mental Health Court	\$49,370.00
Veterans Court	
Reentry Court	
Domestic Violence Court	
Alcohol & Drug Program	
Probation	
Pretrial Services	\$271,866.00
Prosecutor's Diversion	
Jail Treatment	
Total Advisory Board Award	\$1,528,120.00

Page 1 of 5

Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2023 COUNTY BUDGET SUMMARY

AGENCY NAME: Waukena
 ENTITY: CC Community Supervision
 AGENCY NAME: Waukena County Community Corrections

Performance Summary							
	State	Project Income	Base Fund	Capital Income	GRS State	Other	Total
Salary	21,148,000	170,000		60,000			21,378,000
Suppl	135,200,000	40,000		0			135,240,000
Total	156,348,000	210,000		60,000			156,618,000

Budget Summary							
	State	Project Income	Base Fund	Capital Income	GRS State	Other	Total
0000	148,111,000	170,000		60,000			148,341,000
100		20,000					20,000
200		10,000					10,000
300		10,000					10,000
400		10,000					10,000
Total	148,111,000	210,000		60,000			148,381,000

Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2023 COUNTY BUDGET SUMMARY

AGENCY NAME: Wichita
 FUND: Jug Justice
 AGENCY NAME: Wichita County Community Corrections

Performance Summary							
	State	Project Income	Base Fund	County Fund	AGS State	Other	Total
Salary	122,811.00	42,826.00	13,431.00	142,718.00		74,013.00	325,799.00
Suppl	43,946.00	13,277.00	2,277.00	64,500.00		17,613.00	141,613.00
Total	166,757.00	56,103.00	15,708.00	207,218.00		91,626.00	466,402.00

Budget Summary							
	State	Project Income	Base Fund	County Fund	AGS State	Other	Total
Salary	122,811.00	42,826.00	13,431.00	142,718.00		74,013.00	325,799.00
Suppl	43,946.00	13,277.00	2,277.00	64,500.00		17,613.00	141,613.00
Total	166,757.00	56,103.00	15,708.00	207,218.00		91,626.00	466,402.00

EXHIBIT B

Community Corrections & Justice Reinvestment Grants

CY2023 COUNTY BUDGET SUMMARY

AGENCY NAME: Wagon
 ENTRY: Shovel Works Crew
 AGENCY NAME: Jefferson County Community Corrections

Reinvestment Summary							
	State	Project Budget	Base Pay	Contract Budget	EOB Costs	Other	Total
Salary	11,400.00	28,400.00					39,800.00
Supplies	17,800.00	8,700.00					26,500.00
Total	29,200.00	37,100.00					66,300.00

Budget Summary							
	State	Project Budget	Base Pay	Contract Budget	EOB Costs	Other	Total
100	40,375.00	41,175.00					81,550.00
100		5,175.00	275.00				5,450.00
100		1,475.00	8,725.00			8,725.00	11,675.00
900		311.00	48.00				359.00
Total	40,375.00	48,136.00	9,278.00			8,725.00	106,514.00

Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2023 COUNTY BUDGET SUMMARY

AGENCY NAME: Wagner
 ENTITY: Financial Services
 AGENCY NAME: Jefferson County Community Corrections

Reinvestment Summary							
	State	Project Number	Fiscal Year	Program Number	AGG Code	Other	Total
State	127,000.00	63,600.00			140,000.00		418,000.00
Other	94,900.00	33,200.00			94,900.00		223,000.00
Total	221,900.00	96,800.00			234,900.00		641,000.00

Budget Summary							
	State	Project Number	Fiscal Year	Program Number	AGG Code	Other	Total
State	221,900.00	96,800.00			234,900.00		641,000.00
Other		9,000.00				28,000.00	37,000.00
Total	221,900.00	105,800.00			234,900.00	28,000.00	678,000.00

EXHIBIT C -- Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Pursuant to Indiana Code 3-7-12-22 " [i]n a county where the circuit clerk serves as voter registration officer the clerk is entitled to a per diem compensation. The per diem shall be paid out of the general fund of the county in the same manner as election expenses are paid." The Council is responsible for setting the amount of the per diem.

For the years of 2016 to 2021, the Monroe County Clerk did not submit claims for a Voter Registration per diem and as a result the Clerk did not receive any payments for the statutory mandated Voter Registration per diem. In order to provide the Clerk with the compensation statutorily required for her services as the Voter Registration Clerk for the years of 2016 and 2021, the County Council recommends the attached Settlement Agreement for approval to the Board of Commissioners.

The Agreement establishes that the Clerk would receive a payment of \$9,249.50. This amount was calculated as follows:

- 1) a payment of \$6.50 per day for 193 days totaling \$1,254.50 for the year of 2016. (The Clerk was sworn in on March 21, 2016) and;
- 2) payments of \$6.50 per day for 246 days (an annual total of \$1,599) for each of the following years 2017, 2018, 2019, 2020, and 2021. A grand total for these five (5) years equals \$7,995.

The Council agreed by unanimous consent to forward the attached Settlement Agreement to the Commissioners on December 6, 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Elections"/>	<input type="text" value="1215"/>	<input type="text" value="\$9,249.50."/>

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:

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter referred to as “Agreement”) and that consists of four (4) pages is hereby entered into on this _____ day of _____, 2022 (“Effective Date”) by and between the Monroe County Board of Commissioners and the Monroe County Council (collectively, “Monroe County”) and Nicole Browne (hereafter referred to as “Clerk”).

RECITALS

WHEREAS, Clerk was first caucused as the Monroe County Circuit Court Clerk in March of 2016 by the Democratic Party. Clerk was sworn in on March 21, 2016. Clerk was reelected for this office in 2018 and have served in this capacity to the current date.

WHEREAS, Indiana Code §3-7-12-22 that “[i]n a county where the circuit court clerk serves as voter registration officer, the clerk is entitled to per diem compensation. The per diem shall be paid out of the general fund of the county in the same manner as election expenses are paid.”

WHEREAS, Monroe County had not established a Voter Registration per diem amount prior to the year 2022.

WHEREAS, Clerk did not submit any per diem claims to Monroe County for the years of 2016-2021. As a result, Clerk has not received any payments for a Voter Registration per diem for the years dating 2016 to 2021.

WHEREAS, Monroe County admits no fault or liability with regard to any voter registration per diem issues prior to the effective date of this Agreement, and Monroe County wishes to provide Clerk with the compensation statutorily required for her service as the Voter Registration Officer for the years 2016 to 2021.

NOW, THEREFORE, in consideration of the terms and conditions set forth above and incorporated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Payment.** For final settlement of the matter of Voter Registration Per Diem payments for the years of 2016 to 2021, and as consideration for entering this Agreement, the sufficiency of which is hereby acknowledged, Monroe County shall render a payment of \$9,249.50 to Clerk as payment for her service as the Voter Registration Officer for the years 2016 to 2021 (“Payment”).
 - a. Payment includes a per diem in the amount of \$6.50 per day for 193 days for the year 2016.

b. Payment includes a per diem in the amount of \$6.50 per day for 246 days for the years 2017, 2018, 2019, 2020 and 2021. This totals \$7,995.00.

2. **Release of Claims.** Upon the execution of this Agreement, except for any obligations under this Agreement, Clerk, hereby releases and fully discharges the Monroe County, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by Clerk relating to the non-payment of the Voter Registration per diem for years 2016 to 2021.
3. **No Admission of Wrongdoing.** Each Party acknowledges and agrees that this Agreement and the consideration given hereunder have been given and received purely on a compromise of a disputed claim basis, because the Parties desire to avoid any more expense and burden of protracted litigation. This Agreement does not constitute an admission that any person or entity violated any local, state, or federal ordinance, regulation, ruling, statute, rule of decision, or principle of common law, or that any person or entity engaged in any improper or unlawful conduct or wrongdoing nor shall it be construed or used as an admission of any act or fact whatsoever.
4. **No Lawsuits Regarding the Settled Matters.** Each Party represents, covenants, and warrants that, other than for the breach of this Agreement, it shall not file any civil claims, complaints, charges, or lawsuits against the other Party after the Effective Date of this Agreement with any court, governmental entity, any professional board, or any other tribunal for any matter, claim, or any incident known or unknown, related to any errors, events, acts, or omissions that arose or occurred prior to the Effective Date of this Agreement.
5. **Effective Date.** Approval by both the Monroe County Commissioners and appropriation of payment by the Monroe County Council is a condition precedent to Monroe County's obligations pursuant to this Agreement. The date of such approval by Monroe County Commissioners shall be the effective date, as that term is used throughout this Agreement. In the event that the Monroe County rejects the settlement reflected herein, this Agreement shall be null and void, and not enforceable against either Party hereto.
6. **Integration.** This Agreement contains the entire agreement between the Parties. No amendment or modification to this Agreement shall be effective unless and until agreed to in writing and signed by all Parties hereto.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **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, Monroe County and Clerk have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

By: Nicole Browne, Monroe County Clerk

Date

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

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This _____ day of December, 2020.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

If approved, Ordinance 2022-50 will amend Chapter 270 of the Monroe County Code by adding sections to establish the Monroe County Local Assistance and Tribal Consistency Fund, the Monroe County Title IV-E Non-Reimbursement Fund, the Opioid Restricted Fund, and the Opioid Unrestricted Fund. The State Board of Accounts has released guidance stating that new funds must be established for accounting and transparency purposes, for each of the funds described.

Fund Name(s):	Fund Number(s):	Amount(s)
Local Assistance and Tribal Consistency Fund; Monroe County Title IV-E Non-Reimbursement Fund:	8953; 8117; 1237; and 1238	

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

ORDINANCE 2022-50

An ordinance to amend Chapter 270 of the Monroe County Code by adding sections 75, 76, 77, 78 to Chapter 270, which establishes the Monroe County Local Assistance and Tribal Consistency Fund, Monroe County Title IV-E Non-Reimbursement Fund, the Opioid Restricted Fund, and the Opioid Unrestricted Fund.

WHEREAS, the State Board of Accounts has given the County Guidance that each of these funds need to be accounted for separately for accounting and transparency purposes; and,

WHEREAS, the Monroe County Commissioners desire to revise Chapter 270 of the Monroe County Code by adding a sections 270-, 270-, 270-, and 270- that establish various Monroe County Funds.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Commissioners and the Monroe County Council as follows:

Section 1. Section 270-75 to 270-78 shall be, and hereby is, added to the Monroe County Code, as follows:

CHAPTER 270

FEES, CHARGES AND FUNDS

270-75. Monroe County Local Assistance and Tribal Consistency Fund.

- (A) The Monroe County Local Assistance and Tribal Consistency Fund, which shall be maintained separate and apart from all other funds of Monroe County and will be perpetual in nature.
- (B) Local Assistance and Tribal Consistency Fund may only receive funding from the Federal Treasury for Local Assistance and Tribal Consistency Program.
- (C) The funds may be appropriated and used only for purposes allowed by the Federal Legislation.
- (D) The number assigned to this new fund by the Auditor is 8953.
- (E) The fund shall continue in this form until amended or terminated by ordinance, and unless indicated otherwise by ordinance, the proceeds of the fund at termination shall be deposited in the General Fund or returned to the US Treasury that supplied these funds.

270-76. Monroe County Title IV-E Non-Reimbursement Fund.

- (A) The Monroe County Title IV-E Non-Reimbursement Fund, which shall be maintained separate and apart from all other funds of Monroe County and will be perpetual in nature.
- (B) Monroe County Non-Reimbursement Title IV-E Fund may only receive funding distributed to the County for Title IV-E purposes that is not associated with a reimbursement of County expenses.

- (C) The funds may be appropriated and used only for items that are in compliance with the Federal Legislation and State Guidance.
- (D) The number assigned to this new fund by the Auditor is 8117.
- (E) The fund shall continue in this form until amended or terminated by ordinance, and unless indicated otherwise by ordinance, the proceeds of the fund at termination shall be distributed in accordance with the instruction Department of Health and Human Services.

270-77 Opioid Restricted Fund.

- (A) The Opioid Restricted Fund, which shall be maintained separate and apart from all other funds of Monroe County and will be perpetual in nature.
- (B) Opioid Restricted Fund may only receive funding from the State of Indiana for Opioid Settlement.
- (C) The funds may be appropriated and used only for the purposes allowed in the opioid settlement documents is eligible to be paid out of the Opioid Restricted Fund.
- (D) The number assigned to this new fund by the Auditor is 1237.
- (E) The fund shall continue in this form until amended or terminated by ordinance, and unless indicated otherwise by ordinance, the proceeds of the fund at termination shall be returned to the State of Indiana.

270-78 Opioid Unrestricted Fund.

- (A) The Opioid Unrestricted Fund, which shall be maintained separate and apart from all other funds of Monroe County and will be perpetual in nature.
- (B) Opioid Unrestricted Fund may only receive funding from the State of Indiana designated as unrestricted opioid settlement funds.
- (C) The funds may be appropriated and used only for purposes that are allowed by the General Fund.
- (D) The number assigned to this new fund by the Auditor is 1238.
- (E) The fund shall continue in this form until amended or terminated by ordinance, and unless indicated otherwise by ordinance, the proceeds of the fund at termination shall be deposited in the General Fund.

Approved this _____ day of _____, 2022, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Monroe County Government elected officials and some of the individuals serving on the Monroe County Affordable Housing Advisory Commission now serve as advisors to the implementation of the Heading Home 2021 plan. With the overlap in purpose and personnel, and the fact that the Heading Home of South Central Indiana initiative has major funding, the Monroe County Commissioners wish to dissolve the Monroe County Affordable Housing Advisory Commission and thank all present and past commission members for their dedication to improving housing conditions for residents of Monroe County.

Fund Name(s):	Fund Number(s):	Amount(s)
N/A	N/A	

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:

ORDINANCE 2022-51

An ordinance Rescinding Ordinance 2018-9 which established the Affordable Housing Commission.

WHEREAS, When the Monroe County Affordable Housing Commission was created in 2018, via Ordinance 2018-9 (and amended in Ordinance 2018-20), the stated purpose of the Commission was to “keep county and community leadership apprised of issues and actions regarding county housing conditions, trends and needs, and developing policy recommendations.” During its existence, this Commission has done an admirable job of fulfilling its mission; and,

WHEREAS, In 2021 county and community leaders came together to update the City of Bloomington’s Heading Home initiative. With input from stakeholders, service providers, various levels of government and non-profits from across Monroe County, the Heading Home 2021 plan was released in July 2021. The goal of this plan is to make homelessness “rare, brief, and non-repeating”; and,

WHEREAS, Local government agencies, including Monroe County Government, have provided significant funding to the Community Foundation of Bloomington and Monroe County to help implement the Heading Home 2021 plan, which led to the creation of the Heading Home of South Central Indiana initiative and the hiring of staff; and,

WHEREAS, Monroe County Government elected officials and some of the individuals serving on the Monroe County Affordable Housing Advisory Commission now serve as advisors to this initiative. With the overlap in purpose and personnel, and the fact that the Heading Home of South Central Indiana initiative has major funding, the Monroe County Commissioners wish to dissolve the Monroe County Affordable Housing Advisory Commission and thank all present and past commission members for their dedication to improving housing conditions for residents of Monroe County.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Commissioners and the Monroe County Council as follows:

Ordinance 2018-9, and its amendment in Ordinance 2018-20, is hereby rescinded.

Approved this _____ day of _____, 2022, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor



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 attached documents are a draft version of an agreement with the Trustees of Indiana University that allows the Indiana Institute on Disabilities and Community to implement a survey regarding current and former people incarcerated at the Jail. The ultimate purpose is help local decision makers determine the most effective and efficient way to move forward with the potential building of a new jail and/or facility that could address social determinants that contribute to incarceration.

The final draft has contingencies for approvals from various Monroe County Officials.

The use of ARPA funding for this item is contingent on Council Appropriation.

Fund Name(s):	Fund Number(s):	Amount(s)
American Rescue Plan Act Fund	8950	\$83,000

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:

Proposed Scope of Work

Background

The Monroe County Commissioners have been working with other organizations and entities within Monroe County to determine the most effective and efficient way to move forward with the potential building of a new jail and/or facility that could address social determinants that contribute to incarceration. It is necessary to bring clarity to those decision makers involved, as to what, if any, programming, services, and other external facilitators are being utilized by those currently incarcerated, on probation, and recently off probation within Monroe County. As such, it has been requested that data is collected to determine the scope of what is currently being used, where there are gaps, and what are perceived barriers and facilitators for those incarcerated/on probation from utilizing services/programs within the Monroe County Jail and from programs/services within Monroe County. This information will aid in decision making around what, if any, services/programs may be situated within the potential new jail, and/or within the current jail.

Deliverables

The key deliverable will be aggregated anonymous data summary report—currently incarcerated individuals, a sub-set of those currently on probation, and those within six months post-probation—that will provide context for decision makers on what programming/services are utilized, those that are not, and insight into why that may be. Additional recommendations from Center for Collaborative Systems Change (CCSC) will be provided. Furthermore, the following components will be completed:

- Background research on best practices within jail settings to provide programming/service delivery; validated instrumentation for data collection within jail/prison settings; and methods for recruitment/data collection when working with those post-probation
- Securing Indiana University, Bloomington IRB approval
- Development and initial testing of Qualtrics survey provided via Monroe County Jail iPads
- Deployment and implementation of a minimum of 3 rounds of the Qualtrics survey within the jail provided via Monroe County Jail iPads with an anticipated n=100/round (N=300)

- Deployment and data collection of Qualtrics OR paper survey with those individuals currently on probation, with an anticipated N=100
- Deployment and data collection of Qualtrics OR paper survey with those within 6 months post-release, with an anticipated N=50
- With direct involvement of key individuals within the Monroe County Jail, Probation Offices, and local agencies, we will recruit N=25-30 individuals within 6 months post-release for individual interviews
- Dashboard development of results
- Final presentation to Monroe County Commissioners and others as deemed appropriate

Timeline

The proposed timeline will be ongoing from December 2022 to 12 months following Institutional Board Review (e.g. Human Subjects Protections) approval. Completion of the above-described steps centers on the cooperation and assistance of the Monroe County Jail to access individuals currently incarcerated, the Monroe County Probation Office to access individuals currently on probation, and local organizations/agencies within Monroe County to recruit individuals past-probation/incarcerated.

Communication/Oversight

Regular communication will be essential for the completion of the proposed work. A minimum of monthly check-in calls is requested with the Monroe County Commissioners (or a sub group as deemed appropriate) to keep them informed of progress and to allow them to address potential barriers for participant recruitment and/or data collection within the aforementioned affiliated organizations. Monroe County Commissioners (or a sub group as deemed appropriate) will develop contingency plans to navigate potential barriers to the access and recruitment of participants, these will be put into place prior to the start of work. It is imperative that CCSC works closely with the Monroe County Jail to develop the protocol for implementation of the proposed scope of work.

Breakdown of Costs

The following are the proposed costs associated with the study:

- incentives for participation (food/gift cards) for those post-probation/incarceration (~\$25/participant; total **\$2,500**)
- incentives for participation (paid jail iPad time) for those currently incarcerated (\$25/participant; total **\$7,500**)
- incentives for participation (food/gift cards) for those on-probation (\$25/participant; **\$2,500**)

-interview transcription (~\$150/one hour interview; total **\$4,500**)

-Researcher team (salary and fringe for 11 month period) to develop instrumentation, conduct/analyze data, and dashboard development =**\$38,813**

Dr. Allison Howland & Dr. Maggie Walsh (Co-principal investigators)

Meagan Benetti – data analytics and visualization expert

-Hiring of a part time coordinator (29hours/week @\$18/hr + fringe= total **\$27,187**)

Next Steps/Future Projects

Given the uncertainty of what programs, services, agencies are being utilized by those currently with Monroe County Jail, on-probation, and those recently released, it is highly recommended that a subsequent study be conducted to ascertain the state of collaboration, integration, and referrals between Monroe County agencies, services, and programs being utilized by those incarcerated, on probation, and recently released. As such the following additional projects are recommended for additional projects, that may be funded via external grants to be applied for by CCSC.

-Interviews with Monroe County agencies, services, programs, and entities that serve those individuals incarcerated, on-probation, and recently off-probation to determine facilitators and barriers to collaboration.

-Network analysis of Monroe County agencies, services, programs, and entities that serve those individuals incarcerated, on-probation, and recently off-probation to determine levels of collaboration

-Integration of individual level data from intake forms, intake assessments (IRAS), jail services & programming received, re-entry plans and referral coordination (including receipt of community services referred to), court, and probation.

AGREEMENT FOR SERVICES PROVIDED BY THE INDIANA INSTITUTE ON DISABILITY

THIS AGREEMENT is made by and between Monroe County Commissioners (“Client”) and The Trustees of Indiana University on behalf of the Indiana Institute on Disability and Community (“IIDC”) on this 1st day of December, 2022 (“Effective Date”).

WHEREAS, Client wishes to receive certain professional services from IIDC and IIDC is capable and willing to provide such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Description of Services

A request has been made by the Monroe County Commissioners and the Monroe County Community Justice Response Committee for first-hand information to assess the experiences and utilization of programming and services of individuals served by the Monroe County Criminal Justice System., The target population would include those currently incarcerated, those currently on probation, and if possible, those who recently have been through the system (post-probation). Center for Collaborative Systems Change (CCSC) will develop a survey, work with the Monroe County Jail and Probation Offices to implement the survey, analyze the data collected, and report findings to the Monroe County Commissioners. Additionally, CCSC will work with local agencies (to-be-determined) to recruit and individually interview individuals who are recently post-probation. Please see attached SOW for further details. The Monroe County Commissioners approval of this agreement is contingent upon Appropriation by the Monroe County Council and acceptance by the Monroe County Sheriff and Monroe County Board of Judges. The survey questionnaire is subject to Sheriff review and approval.

2. Payment

In exchange for the services described above, Client shall, upon receipt of a monthly invoice from IIDC detailing fees and expenses, pay IIDC up to \$83,000 in total. This rate is not subject to any other agreement between the parties.

3. Additional Services

The parties agree that if additional services are required beyond those specified above, the parties will, by mutual written agreement, determine the scope, payment rate, and other terms by which such additional services will be provided, prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized by Client.

4. Term and Termination

This Agreement shall be effective from the Effective Date until 12 month after Institutional Review Board approval is obtained or until terminated by either party pursuant to this Section 4. Either party may terminate this Agreement at any time upon ten (10) days’ written notice to the other party. In the event of termination, IIDC shall be compensated by Client for all services rendered under this Agreement as billed and itemized as of the date of termination.

5. Indemnity

Client, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless IIDC, its trustees, directors, successors, employees, agents, and assigns from and against any and all costs, expenses (including reasonable attorneys' fees), interest, losses, obligations, liabilities, or damages which may be incurred or sustained by IIDC, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings based on actual or alleged injuries, damages, or liability of any kind made or brought against IIDC, sustained in connection with this Agreement, to the maximum extent permitted by law.

6. Limitation of Liability

To the extent permitted by applicable law, and regardless of the legal basis for the claim(s), IIDC shall not be liable for any indirect, consequential, exemplary, punitive, special, or incidental damages, or damages for lost profits or revenues, arising under or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Further, IIDC shall not be liable to the Client for any damages arising as a result of the Client's own willful acts. Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall IIDC's liability to the Client under this Agreement exceed the amount of fees paid and to be paid to IIDC from Client under this Agreement.

7. Relationship of Parties

The parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any intellectual property right arising out of the services performed under this Agreement by implication, license, or otherwise.

8. Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties: (a) agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court in the Southern District of Indiana; (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of forum non conveniens.

9. Non-discrimination

IIDC is aware of Monroe County's policy prohibiting harassment of any kind. If IIDC becomes aware of any harassment, IIDC shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that IIDC, 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 their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their 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.

10. IU Property

As part of performing the Services, IU personnel may utilize copyrighted or copyrightable material, proprietary software, methodologies, tools, specifications, ideas, knowledge, or data that has been developed by IU and/or its personnel (collectively, "IU Property"). Client acknowledges that IU Property is and shall remain the exclusive property of IU and its personnel. Client shall not do any act, or assist any other party to do any act, which would infringe IU’s or its personnel’s rights in any of the IU Property, and shall not contest the rights of IU or its personnel in any of the IU Property. Client shall notify IU immediately if Client becomes aware of any suspected infringement of IU Property rights and take such action as IU shall direct in relation to the infringement.

11. No Assignment

Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other party.

12. Waiver

The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date above.

For The Trustees of Indiana University:

Client:

Name

Name

Title

Title

Signature

Signature

Date

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 Commissioners and County Council have been working to prioritize use of the ARPA funding. At the County Council is meeting on Tuesday December 6, where additional appropriations for utilization of ARPA funding were performed. At the December 7th Commissioners work session the commissioners approved the attached document, this is brought to the Commissioners meeting for ratification, with one minor change to the Hoosier Hills item.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="American Rescue Plan Act Fund"/>	<input type="text" value="8950"/>	<input type="text" value="N/A"/>

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:

Monroe County, Indiana American Rescue Plan Act Policy-Revision 4

Background:

Coronavirus 2019 (COVID-19) has caused the disruption of life in the US, social distancing, mass business closing, schools incorporating remote learning, reduced travel, and loss of jobs. While it is hard to imagine that anyone in Monroe County has not been affected by the Pandemic, specific populations and particular County funding streams have been more acutely affected than others.

The Federal Government has provided funding for local governments, including Monroe County, which can be used for the following purposes:

- Respond to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. These examples are intended to clarify congressional intent that these activities are eligible. However, state and local activities are NOT limited only to these activities.
- Provide government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency.
- Make necessary investments in water, sewer, or broadband infrastructure.
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

Purpose:

The Purpose of this policy to state the priorities for using the County's allotted funds. This plan may be expanded or contracted by the Board of County Commissioners at any time prior to County Council appropriation and either expenditure or commitment of the funds appropriated, it represents the current priorities.

Priorities:

These priorities are proposed to be funded, pending Council approval and proper agreements, if necessary.

1. -Revenue Replacement: The Treasury allows the County declare up to Ten Million Dollar (\$10,000,000) as lost revenue or demonstrate actual loss if the amount is higher. The County makes that declaration of Ten Million Dollar (\$10,000,000) as lost revenue. Any already incurred expensed for calculation of lost revenue is also included in this plan. Utilization of the Revenue Replacement dollars is subject to that expense also being included as a separate priority proposed to be funded found in this plan.
2. Housing Insecurity Initiative Funding. As a result of that collaboration the Heading Home 2021 plan was created to serve as a community guide to support long-term initiatives in reducing and eliminating regional housing insecurity and homelessness in Monroe County. This letter of support from the Board of Commissioners and the County Council provides for the advancement of the strategies in the plan. The funding necessary provides for program design and consulting, program implementation, and seed money for sustainability. ARPA funding for program design, consulting, and program implementation.
3. Incentive of \$1,000 per full time employee and \$500 per part time employee for COVID-19 full vaccination (not including boosters) and the provision of proof of such vaccination to the County.
4. Use of funding for the organization and project visioning for the negative impacts caused by the COVID-19 Emergency, as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County. The County shall enter into a contractual agreement for a Criminal Justice Response Coordinator whose role is to assist the government of Monroe County in review and, where appropriate, implantation of the recommend programs, services, policies, procedures, and internal function of our Criminal Justice system

as provided by the RJS Justice Services and Inclusivity Strategic Consulting Reports. With a focus on reviewing community resources necessary to divert individuals from the Criminal Justice System or transition individuals once released from the Criminal Justice System, based on the Sequential Intercept Model. The impact of this work is expected to help those groups of people who have felt an increase negative impact due to the COVID-19 pandemic.

5. Use of funding to improve public infrastructure to support the construction of the Brine System at the Highway Garage. The Brine system will not only promote public safety, but is shown to reduce harmful runoff caused by our current winter weather implementation systems and will have reduce pollutants in the storm water system.
6. Strengthening the transition to kindergarten especially among children who did not have access to a formal pre-K experience. Normal social growth of children was affected by the isolation experienced during the COVID-19 emergency.
7. Support for individuals who have been a victim of human trafficking. The Covid-19 emergency disproportionately effected trafficked individuals. Sojourn House is a local not for profit entity that provides assistance for trafficked individuals, this plan is to provide partial support for the physical housing facility dedicated to this purpose.
8. Support Purchasing six new buses for Rural Transit. The buses will support individuals who have been disproportionately affected by Covid-19 emergency, both low income and those who are unable to attain a vehicle due to market conditions. (Estimated support amount \$540,000)
9. Infrastructure support for Habitat for Humanity's Osage Place project, which includes, but not limited to, water, sewer and broadband. (Estimated support amount \$1,773,076)
10. Rural Housing Repair assistance. Work with township trustee and/or other not for profit organizations to provide housing repair assistance for rural low income residents. (Estimated support amount \$200,000)
11. The lack of adequate childcare has led to a workforce shortage both in filling positions and availability of employees to consistently attend work. This has disproportionately impacted low-income populations. The County financially support the work of Ivy Tech and New Hope's efforts to increase the childcare capacity of the Community. (Estimated cost \$1,025,000)
12. Support public health by providing financial assistance to Monroe County Fire Protection District for the purchase and equipping of four ambulance vehicles. (Estimated costs of \$1,217,970) In addition, funding wastewater monitoring. (Estimated cost of \$91,000)
13. Support for the tourism industry. Financial assistance for the Monroe County Convention Center to fund priority repairs to the center, see attached exhibit 13A. (Estimated cost of \$1,059,000)
14. Support for Alternative Energy. Expanding the County alternative energy production by funding additional alternative energy assets, including solar panel installations, on County owned or controlled property, this funding would support any expense for placement of those assets, including, but not limited to parking area canopies. The plan includes those items found in exhibit 14A. (Estimated cost \$1,011,571)
15. Support for Hoosier Hills food bank, a qualified not-for-profit, to purchase a refrigerated box truck. (Estimated support \$30,000)
16. County employee retention bonus. (Estimated Cost \$1,282,650)

These are priority area for review for potential use of ARPA funding:

1. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County.
2. Public works infrastructural needs include funding for additional maintenance of roadways, especially repaving, and storm water projects.
3. The County applied for grants for approximately \$6 Million in storm water projects. The Granting agency indicated that it would prefer the matching funds to be ARPA funds.
17. Support for public transportation.
18. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support for local working families, including child care.
19. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support the elder population
20. Respond to the negative impacts caused by the COVID-19 Emergency, supporting Public Health Initiatives, including mental health.
21. Support for the tourism industry, including support operation and capital improvements for the current convention center area.
22. Expand Broadband services.
23. Incentive for employees who choose to receive a COVID19 vaccine and are willing to voluntarily provide verification. Include incentives for vaccine-eligible county residents living in county employees household, also with voluntary verification.
24. Funding for assistance to first responders, law enforcement, health providers, and teachers.

Adopted this _____ day of _____, 2022.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST: _____, 2022

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

With the approval of the American Rescue Plan Act Policy the following MOU's have been prepared to achieve the plan.

1. Monroe Fire Protection District--Ambulance--\$1,217,970
2. Rural Transit--Up to 6 transit vehicles--\$540,000
3. Hoosier Hills Food Bank--Refrigerated Truck--\$30,000
4. Sojourn House--Property Purchase--\$164,000
5. Habitat For Humanity--Affordable Housing infrastructure--\$1,773,076
6. New Hope--Early Education Center--\$300,000

Total: \$3,725,046

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="American Rescue Plan Act Fund"/>	<input type="text" value="8950"/>	<input type="text" value="\$3,725,064"/>

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:

Monroe County, Indiana American Rescue Plan Act Policy-Revision 4

Background:

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1. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County.
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23. Incentive for employees who choose to receive a COVID19 vaccine and are willing to voluntarily provide verification. Include incentives for vaccine-eligible county residents living in county employees household, also with voluntary verification.
24. Funding for assistance to first responders, law enforcement, health providers, and teachers.

Adopted this _____ day of _____, 2022.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST: _____, 2022

Catherine Smith, Monroe County Auditor

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022_____, by and between Monroe County, Indiana (“County”) and Monroe Fire Protection District (“MFPD”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has affected the lives of all Monroe County residents, and placed added burdens on our first responders and their equipment; and,

WHEREAS, particularly, ambulance service need shortages were exposed during the COVID-19 emergency; and,

WHEREAS, MFPD has agreed to step in and fill some Ambulance needs, however, they have requested funding for the purchase and equipping of four ambulances.

NOW THEREFORE, the County and MFPD enter into this Memorandum of Understanding.

Section 1. Project Description:

MFPD will purchase and operate four ambulances within Monroe County. The ambulances shall be operated by MFPD. The ambulances will be purchased in the ARPA timeline, however, utilization of the ambulances will, at least initially, be in a reserve capacity.

Section 2. County Responsibilities

The County shall reimburse up to \$1,217,970 (one million two hundred seventeen thousand nine hundred seventy dollars) toward the purchase and equipping of four ambulances.

Section 3. MFPD responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the project items as shown in Exhibit B.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.
- f. Operate the ambulance service.

- g. Each ambulance shall display signage, which the County will provide, indicating the County as a source of funding for the ambulance.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. It is understood and agreed that MFPD, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

MFPD

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

Exhibit B Equipment List

- (4) Type 1 Ambulance – (new chassis w/remounted box) w/supplies
- (4) Stryker Powerload system (stretcher)
- (4) Stryker Powerload system (loading system)
- (4) Stair chair
- (4) Lucas 3 CPR assist Device
- (4) Monitor / Defibrillator
- (4) Mobile Radios,
- (4) Cradlepoint w/Antenna
- (4) MDT (Tablet)
- (8) Portable Radios
- (4) Long backboards
- (4) Pedi Board
- (4) Traction Splint (adult/child)
- (4) KED
- (4) Reeves Sleeve
- (4) M Cylinder Regulator
- (4) Portable Suction unit (SSCOR III)
- (4) Medical Bag w/supplies
- (4) Trauma Bag w/supplies
- (4) Pediatric Bag w/supplies
- (4) C-Collar Bag w/collars, straps, head restraint
- (4) Airway Kit w/assorted airways
- (4) Thermometer w/probe
- (4) Pulse Oximeter

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022, by and between Monroe County, Indiana (“County”) and Area 10 Council on Aging of Monroe and Owen County Inc. (“Rural Transit”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of transit improvements; and,

WHEREAS, Rural Transit has provided transit services in Monroe County, but is in critical need for new transit vehicles.

NOW THEREFORE, the County and Rural Transit enter into this Memorandum of Understanding.

Section 1. Project Description:

Rural Transit will purchase, operate, and maintain transit vehicles purchased with County American Rescue Plan Act funds.

Section 2. County Responsibilities

The County shall reimburse up to \$540,000 (five hundred forty thousand dollars) toward the purchase of up to six transit vehicles.

Section 3. Rural Transit responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the purchase of the vehicles.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.

- f. Each Vehicle shall display signage, which the County will provide, indicating the County as a source of funding for its purchase.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. It is understood and agreed that Rural Transit, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

Rural Transit

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022_____, by and between Monroe County, Indiana (“County”) and New Hope Family Shelter, Inc. (“New Hope”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents,; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of childcare; and,

WHEREAS, New Hope, a local not for profit who is creating a early learning center.

NOW THEREFORE, the County and New Hope enter into this Memorandum of Understanding.

Section 1. Project Description:

New Hope will construct and operate an early learning center.

Section 2. County Responsibilities

The County shall reimburse up to \$300,000 (three hundred thousand dollars) toward the construction of an early learning center.

Section 3. New Hope responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the construction of the early learning center location 1140 S. Morton Street, 47403.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.
- f. Display signage, which the County will provide, indicating the County as a source of funding for its purchase.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

- C. It is understood and agreed that New Hope, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

New Hope

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022_____, by and between Monroe County, Indiana (“County”) and Hoosier Hills Food Bank, Inc. (“Hoosier Hills”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents,; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of food security; and,

WHEREAS, Hoosier Hills, a local not for profit dedicated to providing food security in Monroe County, has requested financial support for the purchase of a refrigerated box truck.

NOW THEREFORE, the County and Hoosier Hills enter into this Memorandum of Understanding.

Section 1. Project Description:

Hoosier Hills will purchase and operate refrigerated box truck.

Section 2. County Responsibilities

The County shall reimburse up to \$30,000 (thirty thousand dollars) toward the purchase of a refrigerated box truck.

Section 3. Hoosier Hills responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the refrigerated box truck.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.
- f. The refrigerated box truck shall display signage, which the County will provide, indicating the County as a source of funding for its purchase. Such signage size and location is subject to approval by Hoosier Hills.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

- C. It is understood and agreed that Hoosier Hills, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

Hoosier Hills

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022, by and between Monroe County, Indiana (“County”) and Sojourn House. (“Sojourn”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of not for profit use; and,

WHEREAS, Sojourn is a not for profit who supports trafficked individuals.

NOW THEREFORE, the County and Sojourn enter into this Memorandum of Understanding.

Section 1. Project Description:

Sojourn will purchase real estate where it will operate and maintain housing and programming for trafficked individuals. The real estate will be purchased, in part, with County American Rescue Plan Act funds.

Section 2. County Responsibilities

The County shall reimburse up to \$ 164,000 (one hundred sixty-four thousand dollars) toward the purchase of real property that will be used for housing and programming for trafficked individuals.

Section 3. Sojourn responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the purchase the Real Estate.
- c. Place a deed restriction on the real estate that reads “This property was purchased using American Rescue Plan Act funds provided by Monroe County pursuant to a Memorandum of Understanding executed in December of 2022. This property must be used for that said purpose and may not be sold or otherwise disposed of without written authorization from Monroe County.”
- d. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.

- e. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- f. Display a sign, approved by both the Monroe County Board of Commissioners and Sojourn, on the premises indicating the County's participation in the purchase.
- g. Submit a W-9 to the County Auditor.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. It is understood and agreed that Sojourn, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

Sojourn

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the _____ day of December, 2022____, by and between Monroe County, Indiana (“County”) and Habitat for Humanity of Monroe County, Inc. (“Habitat”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

RECITALS

WHEREAS, the COVID-19 Pandemic has effected the lives of all Monroe County residents,; and,

WHEREAS, the Federal Government has provided funding to help offset the hardships caused by the COVID-19 emergency, which allows for the support of housing security; and,

WHEREAS, Habitat, a local not for profit dedicated to providing housing security in Monroe County, has requested financial support for infrastructure improvements.

NOW THEREFORE, the County and Habitat enter into this Memorandum of Understanding.

Section 1. Project Description:

Habitat will provide infrastructure to its Osage Place project.

Section 2. County Responsibilities

The County shall reimburse up to \$1,773,076 toward the provision of infrastructure at its Osage Place project.

Section 3. Habitat responsibilities:

- a. Comply with all applicable provisions of Exhibit A.
- b. Provide receipts and payment confirmation of those receipts for expenditures regarding the infrastructure project.
- c. Only request reimbursement for expenditures that are compliant with the American Rescue Plan Act.
- d. Any Capital item purchased requires written approval of Monroe County and the relevant Federal Agency before disposal.
- e. Submit a W-9 to the County Auditor.
- f. The neighborhood shall display a sign, which the County will provide, indicating the County as a source of funding for its purchase. Such signage size and location is subject to approval by Habitat.

Section 4. Miscellaneous

- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

- C. It is understood and agreed that Habitat, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.

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

Habitat

By:

MONROE COUNTY BOARD OF COMMISSIONERS

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor

ARPA Funding Exhibit A

1. This funding is made available via the American Rescue Plan Act State and Local Fiscal Recovery Funds, which have an assistance listing number of 21.027 provided to Monroe County Government by the US Treasury Department.
2. As a subrecipient, you are required to comply with all compliance requirements of this federal program, including the audit requirements of OMB Circular A-133 or Uniform Grant Guidance.
3. Subrecipient is subject to financial and programmatic monitoring by Monroe County Government, to include, but not limited to:
 - a. Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under OMB Circular A-133 or Uniform Guidance.
 - b. If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by OMB circulars and/or recipient's requirements.
 - c. If a subrecipient was required to obtain an audit in accordance with OMB Circular A-133 or Uniform Grant Guidance, but did not do so, following up with the subrecipient until the audit is completed, taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.
 - d. Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable
 - e. Maintain a system to track and following up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken
 - f. Regular contacts with subrecipients and appropriate inquiries concerning the federal program
 - g. Reviewing subrecipient reports and following up on areas of concern
 - h. Monitoring subrecipient budgets
 - i. Performing site visits to subrecipient to review financial and programmatic records and observe operations



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Please find attached an agreement between the two entities releasing ownership of the Eagleson Bridge to Monroe County. The bridge will be replaced with INDOT funding with the Monroe County Highway Department being the ERC (Employee in Responsible Charge, Lisa Ridge) to manage the project.

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

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:

ASSIGNMENT OF EASEMENT

For the consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Trustees of Indiana University whose address is 2901 E. Discovery Parkway, Bloomington, IN 47408, hereinafter called ("Assignor"), hereby irrevocably transfers, assigns, bargains, sells and conveys to Monroe County, Indiana, with its principal place of business at 5900 W. Foster Curry Drive, Bloomington, IN 47403, hereinafter called ("Assignee") all of Assignor's right, title and interest in and to that certain easement described on Exhibit A, attached hereto and made a part hereof (the "Easement"). This Assignment of Easement shall be deemed dated as of October __, 2022 (the "Effective Date").

Assignee shall and does hereby assume all of Assignor's obligations under the Easement and does agree to pay and fully discharge all of Assignor's obligations thereunder arising from and after the Effective Date. Assignor is hereby released from all obligations and liabilities under the Easement from and after the Effective Date. Assignee is obligated to work with the original grantor to remedy any unknown conditions that would violate the original agreement.

Assignor and Assignee each hereby covenant and represent that the execution and performance of this Assignment of Easement has been duly authorized by all requisite action, and each signatory hereto covenants and represents that he or she has the requisite authority to execute this Assignment of Easement on behalf of the party he or she purports to represent.

The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other actions as may be reasonably required to carry out effectively the transaction contemplated herein. This Assignment of Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank and signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of their respective acknowledgments below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of The Trustees of Indiana University, who acknowledged the execution of the foregoing instrument, acting for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2022.

My Commission Expires:

(Signature)

My County of Residence:

(printed name) Notary Public

ASSIGNEE:

MONROE COUNTY, INDIANA

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Monroe County, Indiana, who acknowledged the execution of the foregoing instrument, acting for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2022.

My Commission Expires:

(Signature)

My County of Residence:

(printed name) Notary Public

The _____ ("Railroad"), the successor to the original grantor under the Easement hereby consents to the foregoing.

RAILROAD:

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, who acknowledged the execution of the foregoing instrument, acting for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2022.

My Commission Expires:

(Signature)

My County of Residence:

(printed name)

Notary Public

This instrument was prepared by Jeffery C. Dack, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200; Telephone: (317) 236-2304.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. **Jeffery C. Dack**

EXHIBIT A

OFFICE OF SECRETARY
ILLINOIS CENTRAL RAILROAD CO.
CHICAGO, ILLINOIS

64-334
THIS INDENTURE WITNESSETH, That the Grantor,

ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, in hand paid, by THE TRUSTEES OF INDIANA UNIVERSITY, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto the said THE TRUSTEES OF INDIANA UNIVERSITY, Grantee, an easement for the construction, maintenance, repair and renewal of an overhead highway bridge in, over and upon a strip of land 100 feet in width, the center line of which shall cross and intersect the waylands of the Grantor at a point 980 feet easterly of the center line of Fee Lane, being approximately 174 feet easterly of Mile Post I-55, Bloomington, Monroe County, Indiana, outlined in red on print attached hereto and made a part hereof.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained and the Grantee, by the acceptance of said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. That the easement herein granted is limited to the use of the above described premises solely for the construction, maintenance, repair, renewal and use of an overhead highway bridge and for necessary drainage facilities in connection therewith and for no other purpose whatsoever.

2. That the Grantor reserves the right to grant to others permission to install underground pipes and conduits and other structures beneath the surface of said premises and overhead wires, cables and poles or other structures for the support thereof, which may be presently or hereafter located thereon, provided that the installations aforesaid may be made without substantial interference with the use of the surface of said premises for the purposes herein set forth.

I. C. SYSTEM - COPY

3. Said Grantee shall, without charge or assessment therefor against the Grantor, or its property, perform all the necessary grading, furnish all material and labor necessary for the construction, maintenance or reconstruction of said overhead bridge (except as hereinafter set forth) upon said above mentioned premises and make or cause to be made any changes or alteration in the location or construction of facilities of said Grantor that may be necessary by the easement herein granted or by the location, construction and use of said overhead bridge thereon.

4. The Grantee agrees that the Grantor and its property shall not be subjected to any charge or assessment for any expenses of construction or maintenance of any highway or other crossing over, under or upon the above described premises, nor for any crossing protection thereat, nor for any highway improvement thereon.

5. In the performance of its work on the premises herein described, the contractors of the Grantee shall have the right to enter upon adjoining property of the Grantor at such times and in such manner as not to interfere with the movements of trains or traffic upon the Grantor's tracks.

The said Grantee agrees to require its contractors to use all reasonable care and precaution in order to avoid accident, damage, delay or interference with trains operated by the Grantor, or other property under its control; assume all risk and liability for accidents and damages that may accrue to the property of the Grantor, or to the person or property of passengers or employees of the Grantor, or other persons rightfully upon the premises of the Grantor, caused by or because of the carrying out of the work on the railroad right of way, and before beginning said work submit insurance policies satisfactory to the Grantor covering both the risk of the contractors and any possible liability of the Grantor growing out of said work; and said Grantee will also require its contractors to furnish, at their own expense, all necessary facilities and means for protecting the operation of the Grantor's locomotives, trains and equipment over the portions of track adjacent to said work, and to employ necessary flagmen and watchmen for such purpose. All work upon the premises

herein referred to shall be performed in accordance with plans approved by the Chief Engineer of the Grantor.

6. The Grantor shall furnish all the necessary material and labor for relocating battery well, temporary and permanent changes in communication and signal lines, and flagging service to protect railroad traffic during the time contractor is working over or close to the Grantor's track, or while moving material across track, the cost of which will be reimbursed to Grantor by Grantee (or Grantee's contractor should Grantee see fit so to arrange), Cost as referred to herein shall include 10% of the cost of labor and 15% of the cost of materials to cover overhead, supervision, transportation and accounting, and shall also include Railroad Retirement Taxes, vacation allowances, insurance premiums, and any other items properly chargeable to the work, bill covering which will be paid by Grantee promptly upon rendition thereof. Rental of equipment, if required, shall be charged at current rates promulgated by the General Managers' Association of Chicago.

7. The Grantor does not warrant the title to the above described premises in which the foregoing easement is granted and the Grantor does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises, including, but not limited to, the Grantor's Mortgage Indenture dated November 1, 1949 to Guaranty Trust Company of New York, Trustee.

8. In the event that the public use of the aforesaid easement across the said premises for the purposes of highway travel shall be abandoned or otherwise discontinued, the said easement shall thereupon cease and determine, and the Grantee shall surrender or cause to be surrendered to the Grantor or its successors or assigns, the peaceable possession of the above described premises, and title to said premises shall remain in the Grantor or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for the use and occupancy of said premises. Full and

complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors and assigns, subject to the right, permission and authority herein expressly granted.

9. Upon termination hereof by abandonment or otherwise Grantee hereby agrees to dismantle said overhead bridge and remove the same from premises of the Grantor leaving the site in a like condition as at present, all at Grantee's cost, risk and expense, failing in which Grantor shall have the right to dismantle same, the Grantee to reimburse Grantor for the cost thereof on the same basis as herein prescribed for work to be performed by the Grantor.

10. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized as of the 12th day of June, A.D.1951.

ILLINOIS CENTRAL RAILROAD COMPANY

By G.H. Mottier
Vice President and Chief Engineer

ATTEST
A.L. Church
Secretary

1
G
C
O
P
Y

ACCEPTED:

THE TRUSTEES OF INDIANA UNIVERSITY

By G.A. Franklin
(Vice) Vice President & Treasurer

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Before me, H. M. Stoler, a Notary Public, this 3rd day of June, A.D. 1951, personally appeared ILLINOIS CENTRAL RAILROAD COMPANY by G.H. Mottier and A.L. Church, its Vice President and Chief Engineer and Secretary, respectively, and acknowledged the execution of the foregoing instrument.

H. M. Stoler
Notary Public





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Sealed bids were opened on December 8th at 9:00 am by Highway personnel in the Nat U. Hill Room. There were two bids submitted, CLR, Inc. and E&B Contractors. We would request to award the project to the lowest, most responsible and responsive bidder, CLR, Inc. The project is planned for 2023 construction.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$944,394.40"/>

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:



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): December 8, 2022

1. Governmental Unit (Owner): Board of County Commissioners of Monroe County, State of Indiana
2. County : Monroe County, IN
3. Bidder (Firm): CLR Inc.
Address: 2620 N Walnut St., Suite 1110
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-336-3438
5. Agent of Bidder (if applicable): n/a

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County Bridge #45, Replacement, Bayles Road over Griffy Creek in Monroe County, Indiana (Governmental Unit) in accordance with plans and specifications prepared by _____

USI Consultants and dated 11/15/2022 for the sum of Nine Hundred Forty Four Thousand, Three Hundred Ninety Four Dollars and Forty Cents \$ 944,394.40

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: Board of County Commissioners of Monroe County, State of Indiana

Bidder (Firm) CLR Inc.

Date (month, day, year): December 8, 2022

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
258,441.00	Bridge	09/2022	INDOT, Indianapolis, IN
2,372,925.00	Bridge x 4	09/2022	INDOT, Indianapolis, IN
326,749.00	Bridge	10/2022	Montgomery County, Indiana
134,710.00	Bridge	11/2022	Greene County, Indiana

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
645,000.00	Bridge x 4	2/2023	Clay County Highway Dept.
1,729,770.00	Bridge/Box	4/2023	INDOT, Indianapolis, IN
516,712.00	Bridge	5/2023	INDOT, Indianapolis, IN
338,485.00	Bridge	3/2023	Brown County Highway Dept.

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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

RAM Construction Services, Ryan Merchant

Crider & Crider, Jeff Crider

Cardno Inc, Sean Clauson

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.)*

Will mobilize and employ 5 people.

Will demolish the old structure, build the new substructure, then set the concrete beams, pour the deck, finish the approach work that is part of this contract, install guardrail and turn the bridge over to the County.

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

Dave O'Mara Contractors-North Vernon, Indiana-Asphalt Work

C-Tech Corporation-Boggstown, Indiana-Guardrail work

Milestone-Shannon Brock

E&B Paving-Garrett Gough

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.

None at this time

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.

Rubber Tired Backhoe Model Case 580SL, Caterpillar Track Mounted, Crawler Crane,

Excavator Model 325BL, Smith Model Air Compressor 175 cfm, Various Supplies

Pickup Trucks, Dump Trucks and Diesel Powered Pile Driver

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

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Bloomington this 8th day of December, 2022

CLR Inc.
(Name of Organization)
By [Signature]
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Monroe)

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

Subscribed and sworn to before me this 8th day of December, 2022.

[Signature]
Notary Public

My Commission Expires: April 23, 2027

County of Residence: Monroe County, IN



BID OF

CLR Inc. _____
(Contractor)

2620 N Walnut St., Ste 1110 _____
(Address)

Bloomington, IN 47404 _____

FOR
PUBLIC WORKS PROJECTS
OF

Monroe County Bridge #45, Replacement _____

Bayles Road over Griffy Creek _____

Monroe County, Indiana _____

Filed _____

Action taken _____

TABULATION OF BIDS

MONROE COUNTY HIGHWAY DEPARTMENT
Monroe County, Indiana

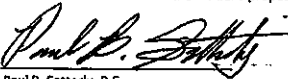
Monroe County Bridge No. 45
Bayles Road over Griffy Creek

Engineer's Estimate: \$1,257,903.45

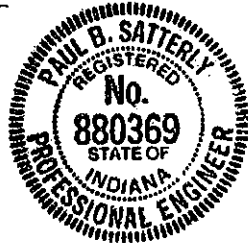
BIDS RECEIVED: December 8, 2022 at 9:00 am

NAME AND ADDRESS OF CONTRACTOR	CLR, Inc. 2620 N. Walnut Street, Suite 1110 Bloomington, IN 47404	E&B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404			
ITEM					
Proposal Form	X	X			
Bid Bond	X	X			
Form 96	X	X			
Non-Collusion Affidavit	X	X			
Non-Discrimination Affidavit	X	X			
List of Subcontractors	X	X			
E-Verify Affidavit	X	X			
Addendum No. 1	X	X			
BASE BID PRICE	\$944,394.40	\$1,195,588.95			

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.



Paul B. Satterly, P.E.
Registered Engineer No. PE60880369
State of Indiana



Prepared by:
Monroe County Highway Department
Bloomington, Indiana

December 8, 2022

Recommendation for award is on December 14, 2022 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Award of this bid will be made to the lowest cost, most responsive and most responsible bidder subject to the following conditions:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

BID RESULTS
MONROE COUNTY BRIDGE NO. 45
BAYLES ROAD OVER GRIFFY CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. UNIT PRICE	Unit Price Difference, Low Bid to Engrs. Est.	CLR UNIT PRICES	E&B UNIT PRICES
1	CONSTRUCTION ENGINEERING	1	LSUM	\$24,000.00	\$3,000.00	\$27,000.00	\$18,450.00
2	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$60,000.00	(\$14,150.00)	\$45,850.00	\$59,779.44
3	CLEARING RIGHT OF WAY	1	LSUM	\$24,000.00	(\$5,700.00)	\$18,300.00	\$23,911.77
4	PRESENT STRUCTURE, REMOVE	1	LSUM	\$60,000.00	(\$28,000.00)	\$32,000.00	\$50,000.00
5	EXCAVATION, COMMON	381	CYS	\$75.00	(\$47.00)	\$28.00	\$67.00
6	EXCAVATION, COMMON, UNDISTRIBUTED	69	CYS	\$75.00	(\$60.00)	\$15.00	\$67.00
7	BORROW	329	CYS	\$40.00	(\$18.00)	\$22.00	\$40.00
8	DEWATERING	1	LSUM	\$30,000.00	(\$27,500.00)	\$2,500.00	\$2,500.00
9	EXCAVATION, WATERWAY	475	CYS	\$75.00	(\$53.00)	\$22.00	\$45.00
10	FILTER SOCK	1049	LFT	\$11.00	(\$8.00)	\$3.00	\$7.25
11	EXCAVATION, FOUNDATION, UNCLASSIFIED	187	CYS	\$75.00	(\$51.00)	\$24.00	\$60.91
12	SUGRADE TREATMENT, TYPE 1C	1,752	SYS	\$35.00	(\$16.00)	\$19.00	\$35.00
13	SUGRADE TREATMENT, TYPE 1C, UNDISTRIBUTED	263	SYS	\$35.00	(\$16.50)	\$18.50	\$35.00
14	B BORROW, UNDISTRIBUTED	69	CYS	\$110.00	(\$65.00)	\$45.00	\$60.00
15	AGGREGATE FOR END BENT BACKFILL	56.3	CYS	\$145.00	(\$76.00)	\$69.00	\$115.00
16	STRUCTURE BACKFILL, TYPE 1	20	CYS	\$75.00	\$12.00	\$87.00	\$82.00
17	GEOTEXTILE FOR PAVEMENT, TYPE 2B	148	SYS	\$9.00	\$3.50	\$12.50	\$10.00
18	COMPACTED AGGREGATE, NO. 8	9	CYS	\$155.00	\$20.00	\$175.00	\$85.00
19	COMPACTED AGGREGATE, NO. 53	185	CYS	\$90.00	(\$28.00)	\$62.00	\$60.00
20	SUBBASE FOR PCCP	38	CYS	\$140.00	(\$49.00)	\$91.00	\$150.00
21	COMPACTED AGGREGATE, NO. 53	227	TON	\$55.00	(\$15.00)	\$40.00	\$40.00
22	HMA, SURFACE, 9.5 MM, TYPE B	86	TON	\$185.00	(\$5.00)	\$180.00	\$162.00
23	HMA, INTERMEDIATE, 12.5 MM, TYPE B	117	TON	\$165.00	\$1.00	\$166.00	\$150.00
24	HMA, BASE, 19.0 MM, TYPE B	182	TON	\$145.00	(\$18.00)	\$127.00	\$115.00
25	ASPHALT FOR TACK COAT	0.6	TON	\$900.00	(\$250.00)	\$650.00	\$650.00
26	CURVED TERMINAL END	1	EACH	\$200.00	(\$50.00)	\$150.00	\$165.00
27	GUARDRAIL, TRANSITION, TGS-1	3	EACH	\$1,550.00	(\$50.00)	\$1,500.00	\$1,500.00
28	GUARDRAIL, THRIE BEAM, MODIFIED	25	LFT	\$75.00	(\$22.00)	\$53.00	\$53.00
29	GUARDRAIL, END TREATMENT, OS	3	EACH	\$3,500.00	\$275.00	\$3,775.00	\$3,200.00
30	GUARDRAIL W-BEAM, 6 FT 3 IN SPACING	6.25	LFT	\$35.00	\$22.00	\$57.00	\$26.00

BID RESULTS
MONROE COUNTY BRIDGE NO. 45
BAYLES ROAD OVER GRIFFY CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. UNIT PRICE	Unit Price Difference, Low Bid to Engrs. Est.	CLR UNIT PRICES	E&B UNIT PRICES
31	REINFORCED CONCRETE BRIDGE APPROACH, 10 IN.	148	SYS	\$210.00	\$20.00	\$230.00	\$250.00
32	RIGHT-OF-WAY MARKER	11	EACH	\$210.00	(\$110.00)	\$100.00	\$175.00
33	RIPRAP, CLASS 1	575	TON	\$90.00	(\$57.00)	\$33.00	\$68.00
34	GEOTEXTILE FOR RIPRAP, TYPE 1A	614	SYS	\$5.00	(\$1.00)	\$4.00	\$5.00
35	MOBILIZATION & DEMOBILIZATION FOR SEEDING	1	EACH	\$750.00	\$350.00	\$1,100.00	\$1,200.00
36	EROSION CONTROL BLANKET	392	SYS	\$5.00	(\$2.80)	\$2.20	\$2.25
37	MULCHING MATERIAL	1	TON	\$900.00	(\$180.00)	\$720.00	\$450.00
38	SEED MIXTURE, FLOODPLAIN	17	LBS	\$190.00	(\$40.00)	\$150.00	\$125.00
39	PLANT, DECIDUOUS SHRUB, 18 IN. TO 24 IN.	24	EACH	\$90.00	\$30.00	\$120.00	\$72.00
40	TEST PILE, INDICATOR, PRODUCTION	80	LFT	\$150.00	(\$93.00)	\$57.00	\$75.00
41	PILE SHOE, HP 12 X 53	12	EACH	\$175.00	\$25.00	\$200.00	\$115.61
42	PILE, STEEL H HP 12 X 53	300	LFT	\$140.00	(\$78.00)	\$62.00	\$70.00
43	REINFORCING BARS, EPOXY COATED	37,803	LBS	\$1.90	(\$0.05)	\$1.85	\$1.50
44	THREADED TIE BAR ASSEMBLY, EPOXY COATED	30	EACH	\$50.00	(\$20.00)	\$30.00	\$20.00
45	CONCRETE, C. SUPERSTRUCTURE	150.7	CYS	\$1,350.00	(\$425.00)	\$925.00	\$2,000.00
46	RAILING, STEEL TS-1	187.5	LFT	\$95.00	(\$4.00)	\$91.00	\$89.00
47	STRUCTURAL MEMBER, CONCRETE, BULB-T BEAM, 36 IN. X 49 IN.	364	LFT	\$675.00	\$115.00	\$790.00	\$671.00
48	PIPE, TYPE 4, CIRCULAR, 6 IN.	169	LFT	\$30.00	(\$20.00)	\$10.00	\$19.00
49	PIPE, TYPE 3, CIRCULAR, 15 IN.	67	LFT	\$90.00	(\$15.00)	\$75.00	\$80.00
50	PIPE, END BENT DRAIN, 6 IN.	100	LFT	\$20.00	(\$3.00)	\$17.00	\$15.00
51	PIPE END SECTION, DIAMETER 15 IN.	1	EACH	\$1,050.00	(\$525.00)	\$525.00	\$650.00
52	GEOTEXTILE FOR UNDERDRAIN, TYPE 1A	244	SYS	\$5.00	(\$3.25)	\$1.75	\$10.00
53	INLET, E7	1	EACH	\$3,500.00	(\$800.00)	\$2,700.00	\$3,000.00
54	LONGITUDINAL GROOVING	460	SYS	\$11.00	\$2.00	\$13.00	\$10.00
55	ROAD CLOSURE SIGN ASSEMBLY	4	EACH	\$275.00	(\$55.00)	\$220.00	\$332.00
56	DETOUR ROUTE MARKER ASSEMBLY	16	EACH	\$125.00	(\$50.00)	\$75.00	\$189.00
57	CONSTRUCTION SIGN, A	10	EACH	\$200.00	(\$35.00)	\$165.00	\$256.00
58	MAINTAINING TRAFFIC	1	LSUM	\$20,000.00	(\$18,476.00)	\$1,524.00	\$10,000.00
59	BARRICADE, III-A	48	LFT	\$17.00	(\$2.00)	\$15.00	\$16.00

BID RESULTS
 MONROE COUNTY BRIDGE NO. 45
 BAYLES ROAD OVER GRIFFY CREEK
 MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. UNIT PRICE	Unit Price Difference, Low Bid to Engrs. Est.	CLR UNIT PRICES	E&B UNIT PRICES
60	BARRICADE, III-B	48	LFT	\$17.00	(\$2.00)	\$15.00	\$18.00
61	FIELD TILE, UNDISTRIBUTED	150	LFT	\$20.00	(\$10.00)	\$10.00	\$20.00
TOTAL							

BID RESULTS
 MONROE COUNTY BRIDGE NO. 45
 BAYLES ROAD OVER GRIFFY CREEK
 MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. TOTALS	Total Cost Difference, Low Bid to Engrs. Est.	CLR TOTALS	E&B TOTALS
1	CONSTRUCTION ENGINEERING	1	LSUM	\$24,000.00	\$3,000.00	\$27,000.00	\$18,450.00
2	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$60,000.00	(\$14,150.00)	\$45,850.00	\$59,779.44
3	CLEARING RIGHT OF WAY	1	LSUM	\$24,000.00	(\$5,700.00)	\$18,300.00	\$23,911.77
4	PRESENT STRUCTURE, REMOVE	1	LSUM	\$60,000.00	(\$28,000.00)	\$32,000.00	\$50,000.00
5	EXCAVATION, COMMON	381	CYS	\$28,575.00	(\$17,907.00)	\$10,668.00	\$25,527.00
6	EXCAVATION, COMMON, UNDISTRIBUTED	69	CYS	\$5,175.00	(\$4,140.00)	\$1,035.00	\$4,623.00
7	BORROW	329	CYS	\$13,160.00	(\$5,922.00)	\$7,238.00	\$13,160.00
8	DEWATERING	1	LSUM	\$30,000.00	(\$27,500.00)	\$2,500.00	\$2,500.00
9	EXCAVATION, WATERWAY	475	CYS	\$35,625.00	(\$25,175.00)	\$10,450.00	\$21,375.00
10	FILTER SOCK	1049	LFT	\$11,539.00	(\$8,392.00)	\$3,147.00	\$7,605.25
11	EXCAVATION, FOUNDATION, UNCLASSIFIED	187	CYS	\$14,025.00	(\$9,537.00)	\$4,488.00	\$11,390.17
12	SUGRADE TREATMENT, TYPE 1C	1,752	SYS	\$61,320.00	(\$28,032.00)	\$33,288.00	\$61,320.00
13	SUGRADE TREATMENT, TYPE 1C, UNDISTRIBUTED	263	SYS	\$9,205.00	(\$4,339.50)	\$4,865.50	\$9,205.00
14	B BORROW, UNDISTRIBUTED	69	CYS	\$7,590.00	(\$4,485.00)	\$3,105.00	\$4,140.00
15	AGGREGATE FOR END BENT BACKFILL	56.3	CYS	\$8,163.50	(\$4,278.80)	\$3,884.70	\$6,474.50
16	STRUCTURE BACKFILL, TYPE 1	20	CYS	\$1,500.00	\$240.00	\$1,740.00	\$1,640.00
17	GEOTEXTILE FOR PAVEMENT, TYPE 2B	148	SYS	\$1,332.00	\$518.00	\$1,850.00	\$1,480.00
18	COMPACTED AGGREGATE, NO. 8	9	CYS	\$1,395.00	\$180.00	\$1,575.00	\$765.00
19	COMPACTED AGGREGATE, NO. 53	185	CYS	\$16,650.00	(\$5,180.00)	\$11,470.00	\$11,100.00
20	SUBBASE FOR PCCP	38	CYS	\$5,320.00	(\$1,862.00)	\$3,458.00	\$5,700.00
21	COMPACTED AGGREGATE, NO. 53	227	TON	\$12,485.00	(\$3,405.00)	\$9,080.00	\$9,080.00
22	HMA, SURFACE, 9.5 MM, TYPE B	86	TON	\$15,910.00	(\$430.00)	\$15,480.00	\$13,932.00
23	HMA, INTERMEDIATE, 12.5 MM, TYPE B	117	TON	\$19,305.00	\$117.00	\$19,422.00	\$17,550.00
24	HMA, BASE, 19.0 MM, TYPE B	182	TON	\$26,390.00	(\$3,276.00)	\$23,114.00	\$20,930.00
25	ASPHALT FOR TACK COAT	0.6	TON	\$540.00	(\$150.00)	\$390.00	\$390.00
26	CURVED TERMINAL END	1	EACH	\$200.00	(\$50.00)	\$150.00	\$165.00
27	GUARDRAIL, TRANSITION, TGS-1	3	EACH	\$4,650.00	(\$150.00)	\$4,500.00	\$4,500.00
28	GUARDRAIL, THRIE BEAM, MODIFIED	25	LFT	\$1,875.00	(\$550.00)	\$1,325.00	\$1,325.00
29	GUARDRAIL, END TREATMENT, OS	3	EACH	\$10,500.00	\$825.00	\$11,325.00	\$9,600.00
30	GUARDRAIL W-BEAM, 6 FT 3 IN SPACING	6.25	LFT	\$218.75	\$137.50	\$356.25	\$162.50

BID RESULTS
MONROE COUNTY BRIDGE NO. 45
BAYLES ROAD OVER GRIFFY CREEK
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. TOTALS	Total Cost Difference, Low Bid to Engrs. Est.	CLR TOTALS	E&B TOTALS
31	REINFORCED CONCRETE BRIDGE APPROACH, 10 IN.	148	SYS	\$31,080.00	\$2,960.00	\$34,040.00	\$37,000.00
32	RIGHT-OF-WAY MARKER	11	EACH	\$2,310.00	(\$1,210.00)	\$1,100.00	\$1,925.00
33	RIPRAP, CLASS 1	575	TON	\$51,750.00	(\$32,775.00)	\$18,975.00	\$39,100.00
34	GEOTEXTILE FOR RIPRAP, TYPE 1A	614	SYS	\$3,070.00	(\$614.00)	\$2,456.00	\$3,070.00
35	MOBILIZATION & DEMOBILIZATION FOR SEEDING	1	EACH	\$750.00	\$350.00	\$1,100.00	\$1,200.00
36	EROSION CONTROL BLANKET	392	SYS	\$1,960.00	(\$1,097.60)	\$862.40	\$882.00
37	MULCHING MATERIAL	1	TON	\$900.00	(\$180.00)	\$720.00	\$450.00
38	SEED MIXTURE, FLOODPLAIN	17	LBS	\$3,230.00	(\$680.00)	\$2,550.00	\$2,125.00
39	PLANT, DECIDUOUS SHRUB, 18 IN. TO 24 IN.	24	EACH	\$2,160.00	\$720.00	\$2,880.00	\$1,728.00
40	TEST PILE, INDICATOR, PRODUCTION	80	LFT	\$12,000.00	(\$7,440.00)	\$4,560.00	\$6,000.00
41	PILE SHOE, HP 12 X 53	12	EACH	\$2,100.00	\$300.00	\$2,400.00	\$1,387.32
42	PILE, STEEL H HP 12 X 53	300	LFT	\$42,000.00	(\$23,400.00)	\$18,600.00	\$21,000.00
43	REINFORCING BARS, EPOXY COATED	37,803	LBS	\$71,825.70	(\$1,890.15)	\$69,935.55	\$56,704.50
44	THREADED TIE BAR ASSEMBLY, EPOXY COATED	30	EACH	\$1,500.00	(\$600.00)	\$900.00	\$600.00
45	CONCRETE, C, SUPERSTRUCTURE	150.7	CYS	\$203,445.00	(\$64,047.50)	\$139,397.50	\$301,400.00
46	RAILING, STEEL TS-1	187.5	LFT	\$17,812.50	(\$750.00)	\$17,062.50	\$16,687.50
47	STRUCTURAL MEMBER, CONCRETE, BULB-T BEAM, 36 IN. X 49 IN.	364	LFT	\$245,700.00	\$41,860.00	\$287,560.00	\$244,244.00
48	PIPE, TYPE 4, CIRCULAR, 6 IN.	169	LFT	\$5,070.00	(\$3,380.00)	\$1,690.00	\$3,211.00
49	PIPE, TYPE 3, CIRCULAR, 15 IN.	67	LFT	\$6,030.00	(\$1,005.00)	\$5,025.00	\$5,360.00
50	PIPE, END BENT DRAIN, 6 IN.	100	LFT	\$2,000.00	(\$300.00)	\$1,700.00	\$1,500.00
51	PIPE END SECTION, DIAMETER 15 IN.	1	EACH	\$1,050.00	(\$525.00)	\$525.00	\$650.00
52	GEOTEXTILE FOR UNDERDRAIN, TYPE 1A	244	SYS	\$1,220.00	(\$793.00)	\$427.00	\$2,440.00
53	INLET, E7	1	EACH	\$3,500.00	(\$800.00)	\$2,700.00	\$3,000.00
54	LONGITUDINAL GROOVING	460	SYS	\$5,060.00	\$920.00	\$5,980.00	\$4,600.00
55	ROAD CLOSURE SIGN ASSEMBLY	4	EACH	\$1,100.00	(\$220.00)	\$880.00	\$1,328.00
56	DETOUR ROUTE MARKER ASSEMBLY	16	EACH	\$2,000.00	(\$800.00)	\$1,200.00	\$3,024.00
57	CONSTRUCTION SIGN, A	10	EACH	\$2,000.00	(\$350.00)	\$1,650.00	\$2,560.00
58	MAINTAINING TRAFFIC	1	LSUM	\$20,000.00	(\$18,476.00)	\$1,524.00	\$10,000.00
59	BARRICADE, III-A	48	LFT	\$816.00	(\$96.00)	\$720.00	\$768.00

BID RESULTS
 MONROE COUNTY BRIDGE NO. 45
 BAYLES ROAD OVER GRIFFY CREEK
 MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. TOTALS	Total Cost Difference, Low Bid to Engrs. Est.	CLR TOTALS	E&B TOTALS
60	BARRICADE, III-B	48	LFT	\$816.00	(\$96.00)	\$720.00	\$864.00
61	FIELD TILE, UNDISTRIBUTED	150	LFT	\$3,000.00	(\$1,500.00)	\$1,500.00	\$3,000.00
TOTAL				\$1,257,903.45	(\$313,509.05)	\$944,394.40	\$1,195,588.95



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 highway department followed the proper procedures set out by INDOT for the RFP process and Consultant Selection. DLZ has been chosen through this process as the selected Consultant for these services.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Fullerton Pike"/>	<input type="text" value="8169"/>	<input type="text" value="\$1,479,700.00"/>

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:



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

December 8, 2022

Ms. Lisa Ridge
Highway Director
Monroe County, Indiana Highway Department
5900 W Foster Curry Drive
Bloomington, Indiana 47403

Re: Proposal for Construction Observation Services
R-41862 – Fullerton Pike, Phase III (Des # 1802977 & 2001721)

Dear Ms. Ridge:

Per your request, DLZ Indiana, LLC (DLZ) is pleased to submit this proposal for construction observation services for the construction of Fullerton Pike, Phase III in Monroe County, Indiana. Based upon Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA) procedures for construction engineering for federally funded projects, these services will consist of providing full time construction observation.

PROJECT DESCRIPTION

The contract, R-41862, includes observation services for the construction of a two roundabouts and approach roadways at the intersection of Fullerton Pike and Rockport Road and Fullerton Pike and Batchelor Middle School/Clearview Drive. A new roadway segment will be construction between the two roundabouts which also includes a four-span bridge over Clear Creek and the Clear Creek Trail. The project includes the construction of HMA pavement, concrete sidewalks, concrete medians, roundabout apron, concrete curb and gutter, storm water pipe, inlets and manholes and other miscellaneous appurtenances. Also included is a ten-foot multi-use path, a five-foot sidewalk, and four-foot bike lanes. The contract is currently scheduled for the July 12, 2023, INDOT letting.

SCOPE OF SERVICES

Anticipated work elements for the normal scope of construction are those as described in the INDOT General Instructions to Field Employees and Standard Specifications. These services include construction observation, acceptance testing, and administration activities. DLZ proposes to have Mr. Brian Turley, serve as the Project Supervisor. Mr. Darren Parkes, PE will provide quality oversight and supplemental assistance as required. Additionally, we have included time for a project inspector from SJCA, Inc. (DBE) or DLZ to assist Mr. Turley during times of high construction activity.

SCHEDULE

The scheduled term of these services will be from the date of the Notice to Proceed from Monroe County to the date that the Final Construction Record is completed and submitted, within the allotted time as provided for by the INDOT Final Construction Record Guide and contract. We have assumed the following schedule for the project:

- INDOT Contract Letting Date: July 12, 2023

138 N Delaware St, Indianapolis, IN 46204-2524 | OFFICE 317.533.4120 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Bums Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Logan Louisville Madison Muncie Melvindale Munster Muskegon Port Huron Saint Joseph San José South
Bend Waterford



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Construction Observation Proposal
Fulleton Pike Phase III
Page 2 of 2

- Anticipated Notice to Proceed for Construction Observation: September 15, 2023
- Anticipated Construction Contract Completion Date: August 31, 2025

Should these schedule dates or construction amount change, we will modify this proposal accordingly.

COMPENSATION

DLZ respectfully requests for performing the herein described construction observation services to be compensated based on actual hours of work performed by essential personnel on an hourly basis using hourly rates shown on Attachment A. DLZ also requests payment for other direct non-salary costs (mileage, office supplies, copying) as approved by the County and in accordance with the State of Indiana Travel Policy.

DLZ proposes to receive as payment for the work performed under this agreement a total hourly amount not to exceed \$1,479,700.00.

This fee was calculated based on the assumed schedule listed above, estimated hours of involvement from various DLZ staff, other associated costs, and a preliminary construction cost estimate of approximately \$15,409,000.00.

The LPA-Consulting Contract, rate sheet determination, proof of prequalification, and a fee breakdown and expense estimate are attached. Should the actual project schedule differ from the assumed schedule detailed above or the construction costs change from the estimated amounts above, a supplemental agreement would be required to adjust the fee accordingly within the limits allowable per the INDOT/LPA agreement for this project.

DLZ wishes to thank Monroe County for their continued confidence in our firm and we look forward to working with you on this important project. Again, thank you for giving us this opportunity. If you should have any questions on this proposal or wish to further discuss the contents, please feel free to contact our office at (317) 633-4120 or email at ljohnson@dlz.com.

Sincerely,

DLZ INDIANA, LLC

Laurie D. Johnson, PE
Vice President

Michael Leavitt, PE
Division Manager

Attachment: as noted

cc: B. Glaze; M. Jent, file

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between Monroe County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and DLZ Indiana, LLC ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 1802977 & 2001721

Project Description: Construction Inspection of Fullerton Pike Phase III, Fullerton Pike Road Extension and New Bridge, Monroe County, Indiana, INDOT Contract No. R-41862

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be August 31, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 1,479,700.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented, or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon, or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character, or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion, and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion, and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color, or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion, and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination, or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT 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 CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract 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 Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract 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 to 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 Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors, or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error, or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error, or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error, or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants, or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Ms. Lisa Ridge, Highway Director
Monroe County, Indiana Highway Department
5900 W Foster Curry Drive
Bloomington, Indiana 47403

Notices to the CONSULTANT shall be sent to:

Ms. Laurie D. Johnson, PE, Vice President
DLZ Indiana, LLC
138 North Delaware Street
Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing is incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable.
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension.
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
DLZ INDIANA, LLC**

**LOCAL PUBLIC AGENCY
MONROE COUNTY, INDIANA
BOARD OF COUNTY
COMMISSIONERS**



Signature

Signature

Laurie D. Johnson, PE, Vice President

(Print or type name and title)

Julie Thomas, President

(Print or type name and title)

Signature

Penny Githens, Vice President

(Print or type name and title)

Attest:



Signature

Signature

Michael Leavitt, PE, Div. Manager

(Print or type name and title)

Lee Jones, Member

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report. The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the INDOT and no personnel will be assigned to the project until LPA and INDOT approval is obtained. The fulltime Resident Project Representative will take directions from and report to the INDOT's Area Engineer on all matters concerning contract compliance and administration. The fulltime Resident Project Representative will coordinate project activities with the LPA's Project Coordinator and INDOT's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the LPA detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the LPA, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such scheduled prepared, to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LPA, State, and Federal Highway Administration to review working details of the project. The LPA, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and INDOT by the fulltime Resident Project Representative.
4. Cooperate with the LPA in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.

9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT and/or LPA personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Frequency Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LPA.
 - c. Maintain for the LPA, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
13. Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with INDOT's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT, or an employee of a firm associated with the CONSULTANT.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT, and Local Public Agency.
2. Assistance to the CONSULTANT by placing at his or her disposal all available information pertinent to the project including but not limited to: The Standard Specifications and Standard Drawings applicable to the project; All written views pertinent to the location and environmental studies that are received by INDOT; Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources).

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction Meeting is held
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractors last day of work
- 3) Amended Final Construction Record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.
- 4) Based on the proposed letting date of July 12, 2023, and the proposed scope of work of the project, the estimated construction completion date is August 31, 2025.

APPENDIX "D"

Compensation:Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$1,479,700.00 unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

DLZ Hourly Rates 2022 through 2025

CLASSIFICATION	2022 HOURLY	2023 HOURLY	2024 HOURLY	2025 HOURLY
	BILLING RATE thru 6/30/2023	BILLING RATE thru 6/30/2024	BILLING RATE thru 6/30/2025	BILLING RATE thru 6/30/2026
		3.50%	3.50%	3.50%
Director **	\$ 200.82	\$ 207.85	\$ 215.12	\$ 222.65
Division Manager	\$ 212.87	\$ 220.32	\$ 228.03	\$ 236.01
Department Manager	\$ 193.89	\$ 200.67	\$ 207.69	\$ 214.96
Sr. Project Manager	\$ 200.63	\$ 207.65	\$ 214.92	\$ 222.44
Project Manager III	\$ 221.97	\$ 229.74	\$ 237.78	\$ 246.10
Project Manager II	\$ 176.21	\$ 182.37	\$ 188.75	\$ 195.36
Project Manager	\$ 171.29	\$ 177.29	\$ 183.50	\$ 189.92
Project Manager I	\$ 150.92	\$ 156.20	\$ 161.67	\$ 167.33
Resident Project Engineer	\$ 199.36	\$ 206.34	\$ 213.56	\$ 221.03
Civil Engineer V	\$ 176.56	\$ 182.74	\$ 189.14	\$ 195.76
Civil Engineer IV	\$ 163.02	\$ 168.72	\$ 174.63	\$ 180.74
Civil Engineer III	\$ 131.03	\$ 135.62	\$ 140.37	\$ 145.28
Civil Engineer II	\$ 120.97	\$ 125.21	\$ 129.59	\$ 134.13
Civil Engineer I	\$ 92.56	\$ 95.80	\$ 99.15	\$ 102.62
Party Chief / Foreman / Journeyman	\$ 111.45	\$ 115.35	\$ 119.39	\$ 123.57
Utility Coordinator	\$ 125.52	\$ 129.91	\$ 134.46	\$ 139.17
Environmental Geo/Scientist IV	\$ 134.65	\$ 139.36	\$ 144.24	\$ 149.29
Environmental Engineer IV	\$ 115.98	\$ 120.04	\$ 124.24	\$ 128.59
Environmental/ Environ. Geo Scientist III	\$ 115.54	\$ 119.59	\$ 123.78	\$ 128.11
Environmental/ Environ. Geo Scientist/ I	\$ 84.58	\$ 87.54	\$ 90.60	\$ 93.77
Construction Manager I	\$ 146.63	\$ 151.76	\$ 157.07	\$ 162.57
Construction Observer Mgr / Op Lv E/F	\$ 125.28	\$ 129.67	\$ 134.21	\$ 138.91
Construction Observer / Op Lv C/D	\$ 91.36	\$ 94.56	\$ 97.87	\$ 101.30
Office Services Coordinator	\$ 93.67	\$ 96.95	\$ 100.34	\$ 103.85
Clerical / III / Receptionist / Clerk / Adm Assist	\$ 72.50	\$ 75.03	\$ 77.66	\$ 80.38
College Interns / Apprentice	\$ 55.76	\$ 57.71	\$ 59.73	\$ 61.82
Safety Coordinator / Sr. Safety Coord.	\$ 114.03	\$ 118.02	\$ 122.15	\$ 126.43

Certified Payroll Monroe Co Fullerton Pike Phase III Construction Inspection Billing Rate Information for SJCA Prime Consultant: DLZ							
Employer Identification Number (EIN)		35-2068920					
Firm Contact Person		Sheryl George 317 566-0620					
SJCA Hourly Rate Schedule							
		2023 Hourly Rate	Multiplier	2023 Billing Rate	2023 Billing Rate with 50%OT	2024 Billing Rate	2024 Billing Rate with 50%OT
<u>Project Manager</u>	Average Pay Rate	\$36.91	3.108	\$114.69		\$116.71	
<u>Project manager OT</u>	Average Pay Rate	\$36.91	3.108	\$114.69	\$133.14		\$137.80
<u>Project RPR</u>	Average Pay Rate	\$36.91	3.108	\$114.69		\$116.71	
<u>Project RPR OT</u>	Average Pay Rate	\$36.91	3.108	\$114.69	\$133.14		\$137.80
<u>Inspector</u>	Average Pay Rate	\$29.14	3.108	\$90.57		\$93.74	
<u>Inspector OT</u>	Average Pay Rate	\$29.14	3.108	\$90.57	\$105.14		\$108.82
<u>Construction Project Engineer</u>	Average Pay Rate	\$42.82	3.108	\$133.07		\$137.73	

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual cost of such out-of-pocket expenses directly attributable to the Contract, such as fares, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the LPA prior to any reimbursement, therefore.
5. It is the policy of the INDOT that Project Representatives and/or Observers be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Observers to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week

by that individual. Holiday hours not worked on the Contract do not apply to the 40-hour week total.

6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

Method of Payment

7. The CONSULTANT may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:

Monroe County, Indiana
5900 W Foster Curry Drive
Bloomington, Indiana 47403
ATTN: Ms. Lisa Ridge

8. The claim vouchers shall represent the value to the LPA (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted, and the hourly rate.
9. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.
10. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT, and the status will be evaluated.

**Attachment A
Fee Proposal Fullerton Pike Phase III, R-41862**

Manhours & Rates			2023												Total Hours	Negotiated Rates
Name	Classification	Hourly Rate	January	February	March	April	May	June	July	August	September	October	November	December		
Michael Leavitt	Project Manager	\$177.29									8	16	16	20	60	\$10,637.40
Brian Turley	Const. Obs Manager	\$129.67									60	160	160	200	600	\$77,802.00
Darren Parkes	Quality Manager	\$156.20										8	8	10	26	\$4,081.20
Dominic Yurkanin	Civil Engineer I	\$95.80												200	200	\$19,160.00
SJCA Inspector	Inspector	\$93.74													0	\$0.00
Subtotal Manhours 2023			0	0	0	0	0	0	0	0	88	184	184	430	886	\$111,660.60
Expenses	Rate	Estimated Number of Work Mileage														
Mileage	\$0.48										500	1000	1000	2500	6000	\$2,450.00
Subtotal Cost 2023																\$114,110.60

Manhours & Rates			2024												Total Hours	Negotiated Rates
Name	Classification	Hourly Rate	January	February	March	April	May	June	July	August	September	October	November	December		
Michael Leavitt	Project Manager	\$177.29	16	16	20	16	16	20							104	\$18,438.16
		\$183.50							16	16	20	16	16	20	104	\$19,084.00
Brian Turley	Const. Obs Manager	\$129.67	160	160	200	200	232	290							1242	\$161,050.14
		\$134.21							232	232	290	232	160	200	1346	\$180,846.66
Darren Parkes	Quality Manager	\$156.20	8	8	10	8	8	10							52	\$8,122.40
		\$161.67							8	8	10	8	8	10	52	\$8,406.84
Dominic Yurkanin	Civil Engineer I	\$95.80	160	160	200	200	232	290							1242	\$118,983.60
		\$99.15							232	232	290	232	160	200	1346	\$133,455.90
SJCA Inspector	Inspector	\$97.02													0	\$0.00
		\$100.42							160	160	200	160	160		840	\$84,352.80
Subtotal Manhours 2024			344	344	430	424	488	610	488	488	610	488	344	430	8328	\$782,540.50
Expenses	Rate	Estimated Number of Work Mileage														
Mileage	\$0.48		2000	2000	2500	2400	2400	3000	3400	3400	3500	3400	2000	2500	32500	\$15,925.00
Subtotal Cost 2024																\$748,465.50

Manhours & Rates			2025												Total Hours	Negotiated Rates
Name	Classification	Hourly Rate	January	February	March	April	May	June	July	August	September	October	November	December		
Michael Leavitt	Project Manager	\$183.50	16	16	20	16	16	20							104	\$19,084.00
		\$189.02							16	16	20	16			68	\$12,914.56
Brian Turley	Const. Obs Manager	\$134.21	160	160	200	200	232	290							1242	\$166,688.82
		\$138.91							232	232	290	160			824	\$114,461.84
Darren Parkes	Quality Manager	\$161.67	8	8	10	8	8	10							52	\$8,406.84
		\$167.33							8	8	10	8			34	\$5,689.22
Dominic Yurkanin	Civil Engineer I	\$99.15	160	160	200	200	232	290							1242	\$123,144.30
		\$102.62							232	232	290	160			824	\$84,558.88
SJCA Inspector	Inspector	\$100.42				160	160	200							520	\$52,218.40
		\$103.93							160						160	\$16,628.80
Subtotal Manhours 2025			344	344	430	584	648	810	488	488	430	344	0	0	5070	\$603,795.66
Expenses	Rate	Estimated Number of Work Mileage														
Mileage	\$0.48		2000	2000	2500	3400	3400	3500	3400	2400	2500	2000			27100	\$13,279.00
Subtotal Cost 2025																\$617,074.66
Grand Total Hours and Fee Proposal (rounded)															6328	\$1,479,700.00

**NEGOTIATED HOURLY BILLING RATES
DLZ - 2022 INDOT**

eff mult: 2.932602

Activity Code	CLASSIFICATION	2022 AVERAGE HOURLY LABOR RATE	2022 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @ 165.59%	2022 AVERAGE HOURLY LABOR RATE + OH	2022 AVERAGE HOURLY LABOR RATE x PROFIT @ 10.20%	2022 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @ 0.58%	2022 HOURLY BILLING RATE thru 6/30/2023	2023 HOURLY BILLING RATE thru 6/30/2024	2024 HOURLY BILLING RATE thru 6/30/2025	2025 HOURLY BILLING RATE thru 6/30/2026
1A	Principal / Officer / **	\$ 75.69	\$ 125.34	\$ 201.03	\$ 20.50	\$ 0.44	\$ 221.97	\$ 229.74	\$ 237.78	\$ 246.10
49D	Director **	\$ 68.48	\$ 113.39	\$ 181.87	\$ 18.55	\$ 0.40	\$ 200.82	\$ 207.85	\$ 215.12	\$ 222.65
B01	Principal Architect **	\$ 75.69	\$ 125.34	\$ 201.03	\$ 20.50	\$ 0.44	\$ 221.97	\$ 229.74	\$ 237.78	\$ 246.10
49	Division Manager	\$ 72.59	\$ 120.20	\$ 192.79	\$ 19.66	\$ 0.42	\$ 212.87	\$ 220.32	\$ 228.03	\$ 236.01
50	Department Manager	\$ 66.11	\$ 109.48	\$ 175.59	\$ 17.91	\$ 0.38	\$ 193.89	\$ 200.67	\$ 207.69	\$ 214.96
80	Sr. Project Manager	\$ 68.41	\$ 113.29	\$ 181.70	\$ 18.53	\$ 0.40	\$ 200.63	\$ 207.65	\$ 214.92	\$ 222.44
207	Project Manager III	\$ 75.69	\$ 125.34	\$ 201.03	\$ 20.50	\$ 0.44	\$ 221.97	\$ 229.74	\$ 237.78	\$ 246.10
217	Project Manager II	\$ 60.09	\$ 99.49	\$ 159.58	\$ 16.28	\$ 0.35	\$ 176.21	\$ 182.37	\$ 188.75	\$ 195.36
21	Project Manager	\$ 58.41	\$ 96.72	\$ 155.13	\$ 15.82	\$ 0.34	\$ 171.29	\$ 177.29	\$ 183.50	\$ 189.92
216	Project Manager I	\$ 51.46	\$ 85.22	\$ 136.68	\$ 13.94	\$ 0.30	\$ 150.92	\$ 156.20	\$ 161.67	\$ 167.33
145A	Resident Project Engineer	\$ 67.98	\$ 112.57	\$ 180.55	\$ 18.42	\$ 0.39	\$ 199.36	\$ 206.34	\$ 213.56	\$ 221.03
564	Architect IV	\$ 48.79	\$ 80.79	\$ 129.58	\$ 13.22	\$ 0.28	\$ 143.08	\$ 148.09	\$ 153.27	\$ 158.63
58	Architect III	\$ 42.45	\$ 70.29	\$ 112.74	\$ 11.50	\$ 0.25	\$ 124.49	\$ 128.85	\$ 133.36	\$ 138.03
570	Architectural Associate II	\$ 36.62	\$ 60.63	\$ 97.25	\$ 9.92	\$ 0.21	\$ 107.38	\$ 111.14	\$ 115.03	\$ 119.06
569	Architectural Associate I	\$ 30.64	\$ 50.74	\$ 81.39	\$ 8.30	\$ 0.18	\$ 89.87	\$ 93.01	\$ 96.27	\$ 99.64
488	Landscape Architect IV	\$ 40.32	\$ 66.77	\$ 107.09	\$ 10.92	\$ 0.23	\$ 118.24	\$ 122.38	\$ 126.66	\$ 131.09
482	Landscape Architect II	\$ 31.52	\$ 52.19	\$ 83.71	\$ 8.54	\$ 0.18	\$ 92.44	\$ 95.67	\$ 99.02	\$ 102.49
483	Landscape Architect I	\$ 33.63	\$ 55.69	\$ 89.32	\$ 9.11	\$ 0.20	\$ 98.62	\$ 102.08	\$ 105.65	\$ 109.35
557	Structural Engineer VI	\$ 71.53	\$ 118.45	\$ 189.98	\$ 19.38	\$ 0.41	\$ 209.77	\$ 217.11	\$ 224.71	\$ 232.57
558	Structural Engineer IV	\$ 59.69	\$ 98.84	\$ 158.54	\$ 16.17	\$ 0.35	\$ 175.05	\$ 181.18	\$ 187.52	\$ 194.08
553	Structural Engineer III	\$ 39.53	\$ 65.46	\$ 104.99	\$ 10.71	\$ 0.23	\$ 115.93	\$ 119.98	\$ 124.18	\$ 128.53
552	Structural Engineer II	\$ 42.36	\$ 70.14	\$ 112.50	\$ 11.47	\$ 0.25	\$ 124.22	\$ 128.57	\$ 133.07	\$ 137.73
551	Structural Engineer I	\$ 33.66	\$ 55.73	\$ 89.39	\$ 9.12	\$ 0.20	\$ 98.70	\$ 102.16	\$ 105.74	\$ 109.44
313D	Civil Engineer V	\$ 60.21	\$ 99.69	\$ 159.90	\$ 16.31	\$ 0.35	\$ 176.56	\$ 182.74	\$ 189.14	\$ 195.76
313C	Civil Engineer IV	\$ 55.59	\$ 92.05	\$ 147.63	\$ 15.06	\$ 0.32	\$ 163.02	\$ 168.72	\$ 174.63	\$ 180.74
313A	Civil Engineer III	\$ 44.68	\$ 73.99	\$ 118.67	\$ 12.10	\$ 0.26	\$ 131.03	\$ 135.62	\$ 140.37	\$ 145.28
313B	Civil Engineer II	\$ 41.25	\$ 68.31	\$ 109.56	\$ 11.18	\$ 0.24	\$ 120.97	\$ 125.21	\$ 129.59	\$ 134.13
313	Civil Engineer I	\$ 31.56	\$ 52.26	\$ 83.83	\$ 8.55	\$ 0.18	\$ 92.56	\$ 95.60	\$ 99.15	\$ 102.62
298A	Geotechnical Laboratory Supervisor	\$ 39.29	\$ 65.06	\$ 104.35	\$ 10.64	\$ 0.23	\$ 115.22	\$ 119.25	\$ 123.42	\$ 127.74
345	Geotechnical Engineer IV	\$ 57.89	\$ 95.88	\$ 153.75	\$ 15.68	\$ 0.34	\$ 169.77	\$ 175.71	\$ 181.86	\$ 188.23
344	Geotechnical Engineer III	\$ 45.32	\$ 75.05	\$ 120.37	\$ 12.28	\$ 0.26	\$ 132.91	\$ 137.56	\$ 142.37	\$ 147.35
343	Geotechnical Engineer II	\$ 42.21	\$ 69.89	\$ 112.09	\$ 11.43	\$ 0.24	\$ 123.77	\$ 128.10	\$ 132.58	\$ 137.22
342	Geotechnical Engineer I	\$ 34.51	\$ 57.14	\$ 91.65	\$ 9.35	\$ 0.20	\$ 101.19	\$ 104.74	\$ 108.41	\$ 112.20
GIS	GIS Specialist	\$ 31.80	\$ 52.66	\$ 84.46	\$ 8.61	\$ 0.18	\$ 93.26	\$ 96.52	\$ 99.90	\$ 103.40
214	Surveyor V	\$ 51.50	\$ 85.28	\$ 136.78	\$ 13.95	\$ 0.30	\$ 151.03	\$ 156.32	\$ 161.79	\$ 167.45
102	Surveyor IV	\$ 59.01	\$ 97.71	\$ 156.72	\$ 15.99	\$ 0.34	\$ 173.05	\$ 179.11	\$ 185.38	\$ 191.87

Activity Code	CLASSIFICATION	2022 AVERAGE HOURLY LABOR RATE	2022 AVERAGE HOURLY LABOR RATE OVERHEAD @	2022 AVERAGE HOURLY LABOR RATE + OH	2022 AVERAGE HOURLY LABOR RATE x PROFIT @	2022 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @	2022 HOURLY BILLING RATE thru 6/30/2023	2023 HOURLY BILLING RATE thru 6/30/2024	2024 HOURLY BILLING RATE thru 6/30/2025	2025 HOURLY BILLING RATE thru 6/30/2026
218	Surveyor III	\$ 45.56	\$ 75.44	\$ 121.00	\$ 12.34	\$ 0.26	\$ 133.61	\$ 138.29	\$ 143.13	\$ 148.14
31	Surveyor	\$ 38.28	\$ 63.38	\$ 101.66	\$ 10.37	\$ 0.22	\$ 112.25	\$ 116.18	\$ 120.25	\$ 124.46
94	Survey/Mapping Assistant	\$ 27.37	\$ 45.33	\$ 72.70	\$ 7.42	\$ 0.16	\$ 80.27	\$ 83.08	\$ 85.99	\$ 89.00
127	Party Chief / Foreman / Journeyman	\$ 38.00	\$ 62.93	\$ 100.93	\$ 10.30	\$ 0.22	\$ 111.45	\$ 115.35	\$ 119.39	\$ 123.57
248	Instrument Person	\$ 26.95	\$ 44.63	\$ 71.58	\$ 7.30	\$ 0.16	\$ 79.03	\$ 81.80	\$ 84.66	\$ 87.62
238	Right of Way Agent II	\$ 27.50	\$ 45.54	\$ 73.04	\$ 7.45	\$ 0.16	\$ 80.65	\$ 83.47	\$ 86.39	\$ 89.41
232	Utility Coordinator	\$ 42.80	\$ 70.87	\$ 113.67	\$ 11.59	\$ 0.25	\$ 125.52	\$ 129.91	\$ 134.46	\$ 139.17
138	Environmental Geo/Scientist IV	\$ 45.91	\$ 76.03	\$ 121.94	\$ 12.44	\$ 0.27	\$ 134.65	\$ 139.36	\$ 144.24	\$ 149.29
3025	Environmental Engineer IV	\$ 39.55	\$ 65.49	\$ 105.04	\$ 10.71	\$ 0.23	\$ 115.98	\$ 120.04	\$ 124.24	\$ 128.59
135	Environmental/ Environ, Geo Scientist III	\$ 39.40	\$ 65.24	\$ 104.64	\$ 10.67	\$ 0.23	\$ 115.54	\$ 119.59	\$ 123.78	\$ 128.11
266/137	Environmental/ Environ, Geo Scientist/ I	\$ 28.84	\$ 47.76	\$ 76.60	\$ 7.81	\$ 0.17	\$ 84.58	\$ 87.54	\$ 90.60	\$ 93.77
165	Drilling Geologist I	\$ 23.18	\$ 38.38	\$ 61.56	\$ 6.28	\$ 0.13	\$ 67.98	\$ 70.36	\$ 72.82	\$ 75.37
168	Drilling Geologist II	\$ 27.23	\$ 45.08	\$ 72.31	\$ 7.38	\$ 0.16	\$ 79.84	\$ 82.64	\$ 85.53	\$ 88.52
8601	Driller I	\$ 26.94	\$ 44.61	\$ 71.54	\$ 7.30	\$ 0.16	\$ 79.00	\$ 81.76	\$ 84.62	\$ 87.58
8609	Driller II	\$ 37.35	\$ 61.85	\$ 99.20	\$ 10.12	\$ 0.22	\$ 109.53	\$ 113.37	\$ 117.34	\$ 121.45
8602	Drillers Helper I	\$ 25.25	\$ 41.81	\$ 67.06	\$ 6.84	\$ 0.15	\$ 74.05	\$ 76.64	\$ 79.32	\$ 82.10
9932/9929	Lab Geotechnician I/Lab Technician I	\$ 19.89	\$ 32.94	\$ 52.83	\$ 5.39	\$ 0.12	\$ 58.33	\$ 60.37	\$ 62.48	\$ 64.67
9930	Lab Geotechnician III	\$ 24.65	\$ 40.81	\$ 65.45	\$ 6.68	\$ 0.14	\$ 72.27	\$ 74.80	\$ 77.42	\$ 80.13
170	Field Geotechnician II	\$ 24.82	\$ 41.09	\$ 65.91	\$ 6.72	\$ 0.14	\$ 72.77	\$ 75.32	\$ 77.96	\$ 80.69
169	Field Geotechnician I	\$ 20.20	\$ 33.45	\$ 53.65	\$ 5.47	\$ 0.12	\$ 59.24	\$ 61.32	\$ 63.47	\$ 65.69
348	Mechanical Engineer IV	\$ 59.54	\$ 98.58	\$ 158.12	\$ 16.13	\$ 0.35	\$ 174.59	\$ 180.70	\$ 187.02	\$ 193.57
326	Mechanical Engineer III	\$ 52.21	\$ 86.45	\$ 138.65	\$ 14.14	\$ 0.30	\$ 153.10	\$ 158.45	\$ 164.00	\$ 169.74
327	Mechanical Engineer II	\$ 40.67	\$ 67.35	\$ 108.02	\$ 11.02	\$ 0.24	\$ 119.28	\$ 123.45	\$ 127.77	\$ 132.24
337	Mechanical Engineer I	\$ 34.02	\$ 56.34	\$ 90.36	\$ 9.22	\$ 0.20	\$ 99.77	\$ 103.27	\$ 106.88	\$ 110.62
322	Electrical Engineer III	\$ 56.60	\$ 93.72	\$ 150.32	\$ 15.33	\$ 0.33	\$ 165.99	\$ 171.79	\$ 177.80	\$ 184.02
338	Electrical Engineer II	\$ 42.95	\$ 71.12	\$ 114.07	\$ 11.64	\$ 0.25	\$ 125.96	\$ 130.36	\$ 134.92	\$ 139.64
323	Electrical Engineer I	\$ 34.54	\$ 57.20	\$ 91.74	\$ 9.36	\$ 0.20	\$ 101.30	\$ 104.85	\$ 108.52	\$ 112.32
144	Construction Manager I	\$ 50.00	\$ 82.80	\$ 132.80	\$ 13.55	\$ 0.29	\$ 146.63	\$ 151.76	\$ 157.07	\$ 162.57
126	Construction Observer Mgr / Op Lv E/F	\$ 42.72	\$ 70.74	\$ 113.46	\$ 11.57	\$ 0.25	\$ 125.28	\$ 129.67	\$ 134.21	\$ 138.91
152	Construction Observer / Op Lv C/D	\$ 31.15	\$ 51.59	\$ 82.74	\$ 8.44	\$ 0.18	\$ 91.36	\$ 94.56	\$ 97.87	\$ 101.30
473	Designer III	\$ 41.58	\$ 68.85	\$ 110.42	\$ 11.26	\$ 0.24	\$ 121.93	\$ 126.20	\$ 130.62	\$ 135.19
472	Designer II	\$ 36.72	\$ 60.80	\$ 97.52	\$ 9.95	\$ 0.21	\$ 107.69	\$ 111.45	\$ 115.35	\$ 119.39
28	Designer I	\$ 32.86	\$ 54.42	\$ 87.28	\$ 8.90	\$ 0.19	\$ 96.37	\$ 99.74	\$ 103.23	\$ 106.84
544	Technician IV	\$ 31.34	\$ 51.90	\$ 83.24	\$ 8.49	\$ 0.18	\$ 91.91	\$ 95.12	\$ 98.45	\$ 101.90
543	Technician III	\$ 29.06	\$ 48.12	\$ 77.18	\$ 7.87	\$ 0.17	\$ 85.22	\$ 88.20	\$ 91.29	\$ 94.49
542	Technician II	\$ 26.90	\$ 44.54	\$ 71.44	\$ 7.29	\$ 0.16	\$ 78.88	\$ 81.64	\$ 84.50	\$ 87.46
29	Technician I	\$ 21.76	\$ 36.04	\$ 57.80	\$ 5.90	\$ 0.13	\$ 63.82	\$ 66.06	\$ 68.37	\$ 70.76
023	Software Developer	\$ 44.65	\$ 73.94	\$ 118.59	\$ 12.10	\$ 0.26	\$ 130.94	\$ 135.52	\$ 140.26	\$ 145.17
022	Project Controls Specialist	\$ 23.69	\$ 39.23	\$ 62.92	\$ 6.42	\$ 0.14	\$ 69.47	\$ 71.90	\$ 74.42	\$ 77.02
430	Office Services Coordinator	\$ 31.94	\$ 52.89	\$ 84.83	\$ 8.65	\$ 0.19	\$ 93.67	\$ 96.95	\$ 100.34	\$ 103.85
43	Clerical I/II / Receptionist / Clerk / Adm Assist	\$ 24.72	\$ 40.94	\$ 65.66	\$ 6.70	\$ 0.14	\$ 72.50	\$ 75.03	\$ 77.66	\$ 80.38
06	College Interns / Apprentice	\$ 19.01	\$ 31.49	\$ 50.50	\$ 5.15	\$ 0.11	\$ 55.76	\$ 57.71	\$ 59.73	\$ 61.82

Activity Code	CLASSIFICATION	2022 AVERAGE HOURLY LABOR RATE	2022 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD %	2022 AVERAGE HOURLY LABOR RATE + OH	2022 AVERAGE HOURLY LABOR RATE x PROFIT %	2022 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY %	2022 HOURLY BILLING RATE thru 6/30/2023	2023 HOURLY BILLING RATE thru 6/30/2024	2024 HOURLY BILLING RATE thru 6/30/2025	2025 HOURLY BILLING RATE thru 6/30/2026
139	Planner V	\$ 61.13	\$ 101.23	\$ 162.36	\$ 16.56	\$ 0.33	\$ 179.27	\$ 185.54	\$ 192.81	\$ 199.08
95	Safety Coordinator / Sr. Safety Coord	\$ 39.89	\$ 64.33	\$ 103.27	\$ 15.23	\$ 0.22	\$ 114.03	\$ 118.02	\$ 122.01	\$ 126.00
	Max Allowable Rate	\$ 75.89	\$ 125.34	\$ 201.03	\$ 20.50	\$ 0.44	\$ 221.97			

**Certified Payroll
Monroe Co Fullerton Pike Phase III**

Construction Inspection Billing Rate Information for SJCA Prime Consultant: DLZ

Employer Identification Number (EIN)
Firm Contact Person

35-2068920
Sheryl George
317 566-0629

SJCA Hourly Rate Schedule

	Average Pay Rate	2023	Multiplier	2023	2023	2024	2024
		Hourly Rate		Billing Rate	Billing Rate with 50%OT	Billing Rate	Billing Rate with 50%OT
Project Manager							
	Average Pay Rate	\$36.91	3.108	\$114.69		\$118.71	
Project Manager OT							
	Average Pay Rate	\$36.91	3.108	\$114.69	\$133.14		\$137.60
Project RPB							
	Average Pay Rate	\$36.91	3.108	\$114.69		\$118.71	
Project RPB OT							
	Average Pay Rate	\$36.91	3.108	\$114.69	\$133.14		\$137.60
Inspector							
	Average Pay Rate	\$28.14	3.108	\$89.57		\$93.74	
Inspector OT							
	Average Pay Rate	\$28.14	3.108	\$89.57	\$106.14		\$108.82
Construction Project Engineer							
	Average Pay Rate	\$42.82	3.108	\$133.07		\$137.73	

Most recent provisional overhead rate (INDOT) 182.01%
 INDOT requested rate 182.01%
 Facilities Capital Cost of Money (FCOM) 0.00%
 Profit Rate (10.2) 10.20%

Multiplier= $(1 + \text{Overhead Rate}/100)^2 (1 + \text{profit Rate}/100) + \text{FCOM}$
 $(1 + 182.01) \times (1 + 10.2/100) + 0\%$ 3.108

Yearly inflation 3.5
 I certify that the above pay rates and overhead information is accurate.

Sheryl George or Colleen Angermeyer
 Exec Vice President and C.O.O. / HR Manager
 December 6, 2022

The above information is confidential and is to be used only for the purposes intended for this submittal.



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>
Division of Economics, External Audit, and Performance Metrics

July 1, 2022

Re: Report on Review of Financial Prequalification submission 22-15-137
For Fiscal Year Ending: December 31, 2021

Vicki Briggs-Rasor, CPA, Director of Finance
DLZ Indiana, LLC
6121 Huntley Road
Columbus, OH 43229

Dear Ms. Briggs-Rasor:

External Audit has reviewed the Financial Prequalification submittal by DLZ Indiana, LLC for the fiscal year ending December 31, 2021. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the Cognizant Audit Level as application #49911.

Per the Somerset CPAs PC report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 165.59%, facilities capital cost of money rate of 0.58% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of DLZ Corporation for the period ending December 31, 2021.

Per their report dated May 09, 2022, Ohio Department of Transportation performed a cognizant review and concurred with the audited rates of DLZ Corporation for the period ending December 31, 2021.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2023. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the Cognizant Audit Level, this firm is not restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$37,119,207 Direct and \$23,284,929 Indirect, for a total of \$60,404,136.

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INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost, from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with Natalya Clark, Manager of External Audit, (NClark@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Monte R. Moorhead, External Auditor
Phone: 317-232-0671
MMoorhead@indot.in.gov

cc: Joseph Zwierzynski, Chief Operating Officer, DLZ Indiana, LLC
Natalya Clark, Manager of External Audit, INDOT
Crystal Weaver, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT
Agatha Wagoner, Prequalification Specialist, INDOT



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PO
Indianapolis, Indiana 46204

PHONE: (317) 232-5095

Eric Holcomb, Governor
Joe McGuinness, Commissioner

September 16, 2021

Prequalification Section
(317) 232-5094

Joseph Zwierzynski
DLZ Indiana, LLC
2211 East Jefferson Boulevard
South Bend, IN 46615

Re: Consultant Prequalification

Dear Joseph Zwierzynski:

The Consultant Prequalification General/Technical Renewal Application submitted on 8/25/2021 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 09/16/2021. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2022. Your General/Technical approval will expire on 10/31/2023.

Your Firm's annual contracting capacity for the Cognizant Audit Level is \$115,362,618.00 for the fiscal period that ended on 12/31/2020. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Crystal M. Weaver, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

www.in.gov/dot/

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 09/16/2021

DLZ Indiana, LLC

Valid Work Groups

Effective: 09/16/2021

Expires on: 10/31/2023

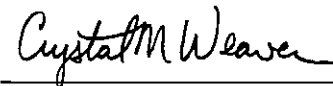
Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Metzer, Stephen G
2.1	Traffic Data Collection	Fawcett, Charles
2.2	Traffic Forecasting	Tian, Xin
3.1	Non-Complex Traffic Capacity and Operations Analysis	Ghumman, Haseeb A
3.2	Complex Traffic Capacity and Operations Analysis	Ghumman, Haseeb A
4.1	Traffic Safety Analysis	Ghumman, Haseeb A
5.1	Environmental Document Preparation - EA/EIS	Stone, Jason A
5.2	Environmental Document Preparation - CE	Stone, Jason A
5.3	Environmental Document Preparation - Section 4(f)	Stone, Jason A
5.4	Ecological Surveys	Dingledine, Natalie A Metzer, Stephen G
5.5	Wetland Mitigation	Metzer, Stephen G
5.6	Waterway Permits	Kummeth, Michael A
5.8	Noise Analysis and Abatement Design	Winters, Steven J
5.13	ESA Screening and Phase I ESA	Kaugher, Thomas
5.14	Phase II ESA and Further Site Investigation/Corrective Action	Kaugher, Thomas

Crystal M Weaver

Work Type Code	Work Type Description	Qualifying Person(s)
6.1	Topographic Survey Data Collection	Hathaway, Robert P Jones, Steven A
7.1	Geotechnical Engineering Services	Conrad, Keith Hampshire, Timothy A Sucharski, Jody S
8.1	Non-Complex Roadway Design	Smith, Brian M
8.2	Complex Roadway Design	Doyle, Mathieu D Smith, Brian M
8.3	Roundabout Design	Ghumman, Haseeb A
9.1	Level 1 Bridge Design	Kummeth, Michael A Trana, Pedro A
9.2	Level 2 Bridge Design	Kummeth, Michael A Trana, Pedro A
10.1	Traffic Signal Design	Ghumman, Haseeb A
10.2	Traffic Signal System Design	Swenson, Jeffrey R
10.3	Complex Roadway Sign Design	Ghumman, Haseeb A
10.4	Lighting Design	Swenson, Jeffrey R
11.1	Right of Way Plan Development	Hathaway, Robert P Jones, Steven A
12.1	Project Management for Acquisition Services	Asghar, Qasim
12.2	Title Research	Goodrich, Nichole M
12.3	Value Analysis	Asghar, Qasim
12.6	Negotiation	Asghar, Qasim
12.7	Closing	Asghar, Qasim
13.1	Construction Inspection	Dailey, Brad A Wireman, Ronnie M

Work Type Code	Work Type Description	Qualifying Person(s)
14.1	Regular Bridge Inspection	Trana, Pedro A
14.2	Complex Bridge Inspection	Trana, Pedro A
14.4	Small Structure and Miscellaneous Structure Inspections	Kummeth, Michael A Trana, Pedro A
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Trana, Pedro A
16.1	Utility Coordination	Carrington, Ryan A
17.1	Drainage Design for Driveway Permits	Mann, Martin
17.2	Small Structure and Pipe Hydraulic Design	LaTurner, Jonathan E
17.3	Storm Sewer and Detention Design	LaTurner, Jonathan E
17.4	Bridge Hydraulic Design	LaTurner, Jonathan E Marino, John F
18.1	Pavement Analysis-Design Services	Lehman, Ben B

cc: Prequalification File



Crystal M. Weaver, P.E.
Prequalification Engineer

An Equal Opportunity Employer



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Sealed bids were opened on December 8th at 9:00 am by Highway personnel in the Nat U. Hill Room. There were two bids submitted, Milestone Contractors and E&B Contractors. We would request to award the projects to the lowest, most responsible and responsive bidder, Milestone Contractors. This is a CCMG (Community Crossing Matching Grant) award, we will receive 50% or \$674,963.02 from INDOT for the match.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Rainy Day"/>	<input type="text" value="1186"/>	<input type="text" value="\$1,349,926.05"/>

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:



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: DECEMBER 8, 2022

- 1. Governmental Unit (Owner): MONROE COUNTY HIGHWAY DEPT
- 2. County: _____
- 3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
 Address: 4755 WEST ARLINGTON ROAD
 City/State: BLOOMINGTON, INDIANA 47404
- 4. Telephone Number: (812) 330-2037
- 5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023 MONROE COUNTY PAVING PROGRAM COMMUNITY CROSSINGS (Governmental Unit) in accordance with plans and specifications prepared by MONROE COUNTY HIGHWAY DEPARTMENT

_____ and dated DECEMBER 8, 2022 for the sum of ONE MILLION THREE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED TWENTY-SIX AND ⁰⁵/₁₀₀ \$ \$1,349,926.05

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 the 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: MONROE COUNTY HIGHWAY DEPARTMENT

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): DECEMBER 8, 2022

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$3,485,807.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-37906-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$16,290,000.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-41265-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$3,884,132.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, B-38527-B, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$25,477,132.04	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTION, R-40389-A, 185 AGRICO LANE, SEYMOUR, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$6,773,000.00	ROAD CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, R-40869-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$17,514,700.00	ROAD CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, R-39825-B, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$24,795,000.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTION, B-40439-A, 185 AGRICO LANE, SEYMOUR, IN
\$13,184,000.00	ROAD CONSTRUCTION	2022	CITY OF BLOOMINGTON UTILITIES, JORDAN RIVER STORM CULVERT 600 E MILLER DRIVE, BLOOMINGTON, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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

<u>FORCE CONSTRUCTION, INC..</u>	<u>BOWEN ENGINEERING CORPORATION</u>
<u>WEDDLE BROTHERS</u>	<u>PETERSON COMPANY</u>
<u>F.A. WILHELM CONSTRUCTION CO., INC.</u>	<u>REID HEALTH</u>
<u>J.R. KELLY COMPANY</u>	<u>SMARRELLI GENERAL CONTRACTORS</u>

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.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

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

SEE ATTACHED SUPPLEMENTAL

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.

TO BE SUBMITTED UPON AWARD OF CONTRACT

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.

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

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

YES WE HAVE RECEIVED OFFERS

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.

SEE ATTACHED FINANCIAL STATEMENT

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 combinaton 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 BLOOMINGTON, INDIANA this 8 day of DECEMBER, 2022

MILESTONE CONTRACTORS L.P. BY
CONTRACTORS UNITED, INC - GENERAL PARTNER

(Name of Organization)

By

Aaron J. Chandler
AARON J. CHANDLER, DIRECTOR OF ESTIMATING

(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF INDIANA)

)ss:

COUNTY OF MONROE)

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

Subscribed and sworn to before me this 8 day of DECEMBER, 2022.

Elizabeth Haywood
Notary Public

ELIZABETH HAYWOOD

My Commission Expires: DECEMBER 16, 2029

County of Residence: MONROE



BID OF

MILESTONE CONTRACTORS, L.P.
(Contractor)

4755 WEST ARLINGTON ROAD
(Address)

BLOOMINGTON, INDIANA 47404

FOR

PUBLIC WORKS PROJECTS

OF

MONROE COUNTY HIGHWAY DEPARTMENT

2023 MONROE COUNTY PAVING PROGRAM

COMMUNITY CROSSINGS

Filed DECEMBER 8, 2022

Action Taken _____

TABULATION OF BIDS

MONROE COUNTY HIGHWAY DEPARTMENT
 Monroe County, Indiana

2023 Monroe County Paving Program - Community Crossings
 Harmony Road, Stinesville Road, Chapel Hill Road and Union Valley Road

Engineer's Estimate: \$1,671,518.62

BIDS RECEIVED: December 8, 2022 at 9:00 am

NAME AND ADDRESS OF CONTRACTOR	Milestone Contractors 4755 W. Arlington Road Bloomington, IN 47404	E&B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404			
ITEM					
Proposal Form	X	X			
Bid Bond	X	X			
Form 96	X	X			
Non-Collusion Affidavit	X	X			
Non-Discrimination Affidavit	X	X			
BASE BID PRICE	\$1,349,926.05	\$1,445,158.72 *			

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.

* Total corrected for E & B. Item 27 quantity was shown as 3,889 SYS and should have been shown as 3,989 SYS, for a Base Bid Price increase of \$82.00.

Paul B. Satterly
 Paul B. Satterly, P.E.

Registered Engineer No. PE60880369
 State of Indiana



Prepared by:
 Monroe County Highway Department
 Bloomington, Indiana

December 8, 2022

Recommendation for award is on December 14, 2022 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Award of this bid will be made to the lowest cost, most responsive and most responsible bidder subject to the following conditions:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

BID RESULTS
2023 MONROE COUNTY PAVING PROGRAM
COMMUNITY CROSSINGS
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. UNIT PRICE	Unit Price Difference, Low Bid to Engrs. Est.	Milestone UNIT PRICES	E & B UNIT PRICES
1	Mobilization/Demobilization	1	LSUM	\$21,603.95	(\$20,103.95)	\$1,500.00	\$17,500.00
2	Maintenance of Traffic	1	LSUM	\$10,801.95	(\$10,051.95)	\$750.00	\$8,400.00
3	Milling, Asphalt, Variable Depth 0"- 2"	193	SYD	\$20.00	(\$13.00)	\$7.00	\$5.00
4	Tack Coat	6.04	Ton	\$600.00	\$150.00	\$750.00	\$600.00
5	1.5" HMA Surface, Type B, 9.5 mm	367	Ton	\$85.00	(\$1.00)	\$84.00	\$77.00
6	2.0" HMA Surface, Type B, 12.5 mm	2,146	Ton	\$85.00	-\$11.00	\$74.00	\$75.00
7	4.0" Depth Patching, HMA Base, Type B, 25 mm	1,518	Ton	\$130.00	(\$31.00)	\$99.00	\$100.00
8	4.5" Depth Patching, HMA Base, Type B, 25 mm	105	Ton	\$130.00	\$40.00	\$170.00	\$100.00
9	Hydro-Seeding, R	5,632	SYD	\$0.90	-\$0.15	\$0.75	\$0.75
10	Pavement Marking, Paint, Yellow, 4"	22,070	LFT	\$0.25	\$0.00	\$0.25	\$0.17
11	Mobilization/Demobilization	1	LSUM	\$11,829.47	(\$10,329.47)	\$1,500.00	\$25,000.00
12	Maintenance of Traffic	1	LSUM	\$6,021.13	(\$5,271.13)	\$750.00	\$7,200.00
13	Milling, Asphalt, Variable Depth 0"- 2"	245	SYD	\$20.00	(\$7.00)	\$13.00	\$5.00
14	Milling, Asphalt, Bridge Deck/Approaches 2"	350	SYD	\$20.00	-\$7.00	\$13.00	\$10.00
15	Tack Coat	14.67	Ton	\$600.00	\$150.00	\$750.00	\$600.00
16	2.0" HMA Surface, Type B, 12.5 mm	6,958	Ton	\$83.00	(\$15.00)	\$68.00	\$71.00
17	HMA Intermediate, Wedge and Level, Type B, 12.5 mm	300	Ton	\$100.00	(\$23.00)	\$77.00	\$71.00
18	Hydro-Seeding, R	17,365	SYD	\$0.90	(\$0.25)	\$0.65	\$0.68
19	Pavement Marking, Paint, Yellow, 4"	51,639	LFT	\$0.25	(\$0.05)	\$0.20	\$0.16
20	Pavement Marking, Paint, White, 4"	1,100	LFT	\$0.25	\$0.00	\$0.25	\$0.16
21	Mobilization/Demobilization	1	LSUM	\$8,196.45	-\$6,696.45	\$1,500.00	\$18,000.00
22	Maintenance of Traffic	1	LSUM	\$4,154.42	-\$3,404.42	\$750.00	\$6,300.00
23	Milling, Asphalt, Variable Depth 0"- 2"	76	SYD	\$20.00	\$5.00	\$25.00	\$5.00
24	Tack Coat	9.9	Ton	\$600.00	\$150.00	\$750.00	\$625.00
25	2.0" HMA Surface, Type B, 12.5 mm	4,472	Ton	\$90.00	-\$14.00	\$76.00	\$80.00
26	HMA Intermediate, Wedge and Level, Type B, 12.5 mm	200	Ton	\$100.00	-\$17.00	\$83.00	\$80.00
27	Hydro-Seeding, R	3,989	SYD	\$0.90	-\$0.15	\$0.75	\$0.82
28	Mobilization/Demobilization	1	LSUM	\$3,193.00	(\$1,693.00)	\$1,500.00	\$2,000.00

BID RESULTS
 2023 MONROE COUNTY PAVING PROGRAM
 COMMUNITY CROSSINGS
 MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. UNIT PRICE	Unit Price Difference, Low Bid to Engrs. Est.	Milestone UNIT PRICES	E & B UNIT PRICES
29	Maintenance of Traffic	1	LSUM	\$1,613.50	(\$863.50)	\$750.00	\$2,000.00
30	Milling, Asphalt, Variable Depth 0"- 2"	20	SYD	\$20.00	\$30.00	\$50.00	\$5.00
31	Tack Coat	1.5	Ton	\$600.00	\$150.00	\$750.00	\$600.00
32	2.0" HMA Surface, Type B, 12.5 mm	700	Ton	\$95.00	(\$16.00)	\$79.00	\$80.50
33	Hydro-Seeding, R	489	SYD	\$0.90	\$3.35	\$4.25	\$4.10
34	Pavement Marking, Paint, Yellow, 4"	5,280	LFT	\$0.25	-\$0.05	\$0.20	\$0.25
35	Pavement Marking, Paint, White, 4"	5,280	LFT	\$0.25	\$0.00	\$0.25	\$0.25

BID RESULTS
2023 MONROE COUNTY PAVING PROGRAM
COMMUNITY CROSSINGS
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. TOTALS	Total Cost Difference, Low Bid to Engrs. Est.	Milestone TOTALS	E & B TOTALS
1	Mobilization/Demobilization	1	LSUM	\$21,603.95	(\$20,103.95)	\$1,500.00	\$17,500.00
2	Maintenance of Traffic	1	LSUM	\$10,801.95	(\$10,051.95)	\$750.00	\$8,400.00
3	Milling, Asphalt, Variable Depth 0"- 2"	193	SYD	\$3,860.00	(\$2,509.00)	\$1,351.00	\$965.00
4	Tack Coat	6.04	Ton	\$3,624.00	\$906.00	\$4,530.00	\$3,624.00
5	1.5" HMA Surface, Type B, 9.5 mm	367	Ton	\$31,195.00	(\$367.00)	\$30,828.00	\$28,259.00
6	2.0" HMA Surface, Type B, 12.5 mm	2,146	Ton	\$182,410.00	-\$23,606.00	\$158,804.00	\$160,950.00
7	4.0" Depth Patching, HMA Base, Type B, 25 mm	1,518	Ton	\$197,340.00	(\$47,058.00)	\$150,282.00	\$151,800.00
8	4.5" Depth Patching, HMA Base, Type B, 25 mm	105	Ton	\$13,650.00	\$4,200.00	\$17,850.00	\$10,500.00
9	Hydro-Seeding, R	5,632	SYD	\$5,068.80	-\$844.80	\$4,224.00	\$4,224.00
10	Pavement Marking, Paint, Yellow, 4"	22,070	LFT	\$5,517.50	\$0.00	\$5,517.50	\$3,751.90
11	Mobilization/Demobilization	1	LSUM	\$11,829.47	(\$10,329.47)	\$1,500.00	\$25,000.00
12	Maintenance of Traffic	1	LSUM	\$6,021.13	(\$5,271.13)	\$750.00	\$7,200.00
13	Milling, Asphalt, Variable Depth 0"- 2"	245	SYD	\$4,900.00	(\$1,715.00)	\$3,185.00	\$1,225.00
14	Milling, Asphalt, Bridge Deck/Approaches 2"	350	SYD	\$7,000.00	-\$2,450.00	\$4,550.00	\$3,500.00
15	Tack Coat	14.67	Ton	\$8,802.00	\$2,200.50	\$11,002.50	\$8,802.00
16	2.0" HMA Surface, Type B, 12.5 mm	6,958	Ton	\$577,514.00	(\$104,370.00)	\$473,144.00	\$494,018.00
17	HMA Intermediate, Wedge and Level, Type B, 12.5 mm	300	Ton	\$30,000.00	(\$6,900.00)	\$23,100.00	\$21,300.00
18	Hydro-Seeding, R	17,365	SYD	\$15,628.50	(\$4,341.25)	\$11,287.25	\$11,808.20
19	Pavement Marking, Paint, Yellow, 4"	51,639	LFT	\$12,909.75	(\$2,581.95)	\$10,327.80	\$8,262.24
20	Pavement Marking, Paint, White, 4"	1,100	LFT	\$275.00	\$0.00	\$275.00	\$176.00
21	Mobilization/Demobilization	1	LSUM	\$8,196.45	-\$6,696.45	\$1,500.00	\$18,000.00
22	Maintenance of Traffic	1	LSUM	\$4,154.42	-\$3,404.42	\$750.00	\$6,300.00
23	Milling, Asphalt, Variable Depth 0"- 2"	76	SYD	\$1,520.00	\$380.00	\$1,900.00	\$380.00
24	Tack Coat	9.9	Ton	\$5,940.00	\$1,485.00	\$7,425.00	\$6,187.50
25	2.0" HMA Surface, Type B, 12.5 mm	4,472	Ton	\$402,480.00	-\$62,608.00	\$339,872.00	\$357,760.00
26	HMA Intermediate, Wedge and Level, Type B, 12.5 mm	200	Ton	\$20,000.00	-\$3,400.00	\$16,600.00	\$16,000.00
27	Hydro-Seeding, R	3,989	SYD	\$3,590.10	-\$598.35	\$2,991.75	\$3,270.98
28	Mobilization/Demobilization	1	LSUM	\$3,193.00	(\$1,693.00)	\$1,500.00	\$2,000.00

BID RESULTS
2023 MONROE COUNTY PAVING PROGRAM
COMMUNITY CROSSINGS
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	ENG. EST. TOTALS	Total Cost Difference, Low Bid to Engrs. Est.	Milestone TOTALS	E & B TOTALS
29	Maintenance of Traffic	1	LSUM	\$1,613.50	(\$863.50)	\$750.00	\$2,000.00
30	Milling, Asphalt, Variable Depth 0"- 2"	20	SYD	\$400.00	\$600.00	\$1,000.00	\$100.00
31	Tack Coat	1.5	Ton	\$900.00	\$225.00	\$1,125.00	\$900.00
32	2.0" HMA Surface, Type B, 12.5 mm	700	Ton	\$66,500.00	(\$11,200.00)	\$55,300.00	\$56,350.00
33	Hydro-Seeding, R	489	SYD	\$440.10	\$1,638.15	\$2,078.25	\$2,004.90
34	Pavement Marking, Paint, Yellow, 4"	5,280	LFT	\$1,320.00	-\$264.00	\$1,056.00	\$1,320.00
35	Pavement Marking, Paint, White, 4"	5,280	LFT	\$1,320.00	\$0.00	\$1,320.00	\$1,320.00
				\$1,671,518.62	(\$321,592.57)	\$1,349,926.05	\$1,445,158.72



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Emerald Trace Subdivision (17- lot subdivision at the corner of S Harrell Rd and E Kylie Ct) was approved and recorded in 2007. Since that time period, there has been a gradual build out of all of the lots throughout the subdivision. The developer at that time did post a letter of credit to originally be able to receive final plat approval and subsequent building permits for individual lots.

Upon meeting with the developer earlier this year and identifying the remaining improvements to be completed, they failed to renew the letter of credit at the current rate of \$90,000. Therefore, the County Highway Department cashed these funds for use to complete all improvements in the subdivision.

Below, please see a bid from Ron Arnold for \$83,570 to complete all of the remaining work in the right-of-way for Emerald Trace Subdivision. We request that the Commissioners approve this bid. Note, this does not require County Council appropriation as these funds are not part of a governmental receipt, and rather were funded as part of a private development. The work includes sidewalk repair/replacement, curb and gutter repair, inlet repair, and retention pond reconstruction.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Bid Deposit and Bond Holding"/>	<input type="text" value="1108"/>	<input type="text" value="\$83,570"/>

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:



Contract Award for Completing Required Improvements to Emerald Trace Subdivision

Bidder: Ron Arnold Excavating, Inc.
5397 East Earl Young Road
Bloomington, IN 47408

Project: Emerald Trace Subdivision

- I. The Parties. This Contract for Emerald Trace Subdivision (“Contract”) made _____, 20__ (“Effective Date”), is by and between:
Contractor: _____, with a mailing address as shown above under “Bidder” and the Monroe County Board of Commissioners.

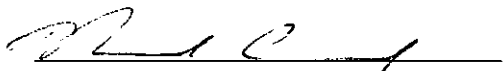
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Board of Commissioners hires the Contractor to work under the terms and conditions hereby agreed upon by the parties:

- II. Term. The term of this agreement shall commence on December 1, 2022 and terminate on July 1, 2023.
- III. The Service. The Contractor agrees to providing all services as stated in the “Pay Item Descriptions” and attached as Exhibit A.
- IV. Payment Amount. The Contractor agrees to complete the project for a total of \$83,570.00 as stated in the Quote dated October 14, 2022 and attached as Exhibit B. The Contractor agrees to furnish all labor and materials required for the above Project and to construct the Project in strict conformity with all drawings provided by Monroe County along with any laws, statutes, ordinances, rules or regulations of any government agencies or public authorities relating to the Project.

Examinations and Investigations

- I. I acknowledge that I have performed the following:
- A. Carefully examined the drawings and specifications for the Project as provided in the Bid Packet.
 - B. Carefully examined all documents issued in connection with the Project, including:
 - C. Examined the scope of the work, the locations and materials needed.

D. Determined to my own satisfaction all conditions or limitations that exist or that may arise affecting the Project and all difficulties that may be encountered in the construction of the Project.



Ronald Arnold, President
Ron Arnold Excavating Inc.

"Yes" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

"No" Votes

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

EXHIBIT A

PAY ITEM DESCRIPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Pay Item Descriptions reference Indiana Department of Transportation (INDOT) Standard Specifications (2022). Where conflicts occur between the Pay Item Descriptions and the referenced INDOT Standard Specifications, the Pay Item Descriptions will govern over the referenced INDOT Standard Specifications.

1.2 SUMMARY

- A. This section describes the Pay Items to be used as part of this contract, the referenced specifications, the materials to be used, the method of measurement and basis of payment for each Pay Item.

1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, and services, used for the complete construction of the Pay Item.

1.4 PROCEDURES

- A. Unit prices include all necessary material and cost for delivery, installation, insurance, overhead, and profit for a completed Pay Item.
- B. Measurement and Payment: Reference Pay Item Descriptions for methods of measurement and basis of payment.
- C. List of Pay Items: A summary of all Pay Items is contained in Part 2.

PART 2 - SUMMARY OF PAY ITEMS

Items 1: Sidewalk Removal

Description: Reference INDOT Standard Specification 202. Sidewalk Removal includes the removal of material down to subgrade elevation.

Material: Not applicable.

Unit of Measurement and Basis of Payment: Sidewalk Removal will be measured and paid for by the square yard. Cost of Sidewalk Removal includes the cost of saw cutting at the limits of removal.

Item 2: Compacted Aggregate No. 53

Description: Reference INDOT Standard Specification 301. Compacted Aggregate No. 53 is to be used as a base underneath the Sidewalk. A depth of 4 inches is to be used under Sidewalks.

Material: Reference INDOT Standard Specification 904.

Unit of Measurement and Basis of Payment: Measured by the ton of material placed as documented by weight tickets provided by the truck driver. Payment for Compacted Aggregate No. 53 is by the ton and the cost includes subgrade compaction.

Items 3: Concrete Sidewalk, 4"

Description: Reference INDOT Standard Specifications 604 and 605 and the detail drawing shown in Attachment B.

Material: Reference INDOT Standard Specifications 604.02 and 605.02. Class A concrete (limestone aggregate) shall be used for the Concrete Sidewalk, 4".

Unit of Measurement and Basis of Payment: Concrete Sidewalk, 4" is measured and paid for by the square yard. Compacted aggregate base is paid for separately.

Item 4: Curb & Gutter Removal

Description: Reference INDOT Standard Specification 202. Curb & Gutter Removal includes the removal of material down to subgrade elevation.

Material: Not applicable.

Unit of Measurement and Basis of Payment: Curb & Gutter Removal will be measured and paid for by linear feet.

Item 5: Curb & Gutter

Description: Reference INDOT Standard Specification 605. Curb & Gutter Removal includes the removal of material down to subgrade elevation.

Material: Reference INDOT Standard Specification 605.02.

Unit of Measurement and Basis of Payment: Curb & Gutter Removal will be measured and paid for by linear feet. Compacted aggregate base is paid for separately.

Item 6: Inlet Casting Repair

Description: Inlet Casting repair and modification of the inlet concrete box structure. See Exhibit A for location.

Material: Not applicable.

Unit of Measurement and Basis of Payment: Inlet Repair is to be paid for by each. The cost of Inlet Repair includes saw cutting, curb/pavement removal and proper disposal, excavation, existing inlet grate and frame removal, expansion material, reuse existing frame and casting, inlet concrete box structure repair and modification, 8" concrete patch, 20 ft. rolled curb and gutter, aggregate, backfill, and all other materials required for a complete Inlet Repair.

Item 7: Retention Pond

Description: Reference Construction Plan for Emerald Trace Subdivision shown in Exhibit C, Exhibit D, Exhibit E and Exhibit F.

Retention Pond was not constructed as designed and is 48% below its design capacity. Outlet control structure and outlet pipe are currently 9.0 to 12.0 inches below design and the berm is 2.0 foot below design. Underdrains may need to be replaced.

Material: Reference Construction Plan for Emerald Trace Subdivision, As-Built Survey, As-Built Survey with Spot Elevations and Emerald Trace Stormwater Report.

Unit of Measurement and Basis of Payment: Retention Pond is paid in lump sum.

END OF SECTION

QUOTE

PROJECT: Emerald Trace Subdivision
FROM: Alan Arnold Excavating Inc. (Company)

QUOTE SUBMITTED THROUGH:

OpenGov

1. The undersigned CONTRACTOR proposes and agrees, if this QUOTE is accepted, to enter into an agreement with the Board of Commissioners of the County of Monroe, Indiana (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents and for the Contract Price.
2. In submitting this QUOTE, CONTRACTOR represents that:
 - a. CONTRACTOR has examined all of the Quote Documents.
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK in the following schedule for the respective unit prices stated. The CONTRACTOR has based the QUOTE for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
3. The following documents are attached to and made a condition of this QUOTE:
 - a. Pay Item Descriptions
 - b. Inspection Report with Aerial Photograph and Photographs showing Curb & Gutter, Inlet, Retention Pond and Sidewalk locations, Exhibit A
 - c. Sidewalk Standard Drawing, Exhibit B
 - d. As-Built Construction Plan of Retention Pond, Exhibit C
 - e. As-Built Construction Plan of Retention Pond Spot Elevations, Exhibit D
 - f. Construction Plans of Retention Pond, Exhibit E

SUBMITTED on 10/14/ _____, 2022.

Ryan Mowbray Excavating Inc
(Contractor Name)

Proposed
(Title)

CONTRACTOR will complete the WORK for the following unit prices and unit quantities. Quantities will be adjusted for actual quantities of materials used or work performed unless otherwise noted in the Pay Item Descriptions.

BASE QUOTE

Item No.	Description	Unit	Qty	Unit Price	Subtotal Cost
1	Sidewalk Removal	SYD	48	220 ⁰⁰	10,560 ⁰⁰
2	Compacted Aggregate No. 53	TON	10	50 ⁰⁰	500 ⁰⁰
3	Concrete Sidewalk, 4"	SYD	48	220 ⁰⁰	10,560 ⁰⁰
4	Curb & Gutter Removal	LFT	183	75 ⁰⁰	13,725 ⁰⁰
5	Concrete Curb & Gutter	LFT	183	75 ⁰⁰	13,725 ⁰⁰
6	Inlet Repair	EACH	1	2200 ⁰⁰	2200 ⁰⁰
7	Retention Pond	LSUM	1	52000 ⁰⁰	52000 ⁰⁰

TOTAL BASE QUOTE ITEMS 1 THROUGH 4 INCLUSIVE

Written: Eighty Three Thousand Five hundred Sixty⁰⁰ / 100
Numerical: \$ 83,510⁰⁰

END OF SECTION