
7. REPORTS	
Clerk of the Circuit Court – April 2024	16
Treasurer – April 2024	18

8. NEW BUSINESS

A. INDIANA DEPARTMENT OF HEALTH FOR IMMUNIZATIONS	20
Fund Name: Immunization	
Fund Number: 8183	
Grant Amount: \$187,303.80	
Presenter: Lori Kelley	

The Health Department has received a grant award in the amount of \$187,303.80 for immunization services. This funding supports personnel, supplies, equipment, and services for our contract with IU Health Community Health-Bloomington public health nursing. Grant requirements include outreach and vaccination clinics, partnerships to raise awareness and increase participation, implementing a plan to increase HPV vaccination, and conducting exercises with Health Department emergency preparedness staff for response preparation to a vaccine-preventable disease. These services are provided at 333 Miller Drive in Bloomington Monday-Thursday, and on the 2nd Saturday of every month.

B. AMENDMENT TO HEALTH OFFICER CONTRACT	39
Fund Name: Health	
Fund Number: 1159	
Amount: \$3,800	
Presenter: Molly Turner-King	

On May 16, 2024, the Health Board approved amending the contract for the Health Officer. The amendment provides for an additional \$3,800 per year in compensation to the Health Officer. This increase in compensation is intended to cover the cost of the Health Officer's insurance.

C. BUSINESS ASSOCIATES AGREEMENT AND PROJECT IMPLEMENTATION COMMITMENT WITH PROACTIVE MD	42
Fund Name: Self Insurance	
Fund Number: 4700	
Amount: \$59,750	
Presenter: Elizabeth Sensenstein	

Preliminary agreements with ProActiveMD to begin the process of transitioning clinic vendors. The Business Associates agreement outlines how protected health information will be handled. The Project Implementation Commitment outlines the schedule for implementation fees and services.

D. MATRIX INTEGRATION FOR HEALTH BUILDING ACCESS GATE RE-WIRE

54

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$1,111.50

Presenter: Greg Crohn

The initial quote from Matrix approved at the May 15th Board of Commissioners meeting was sent to us in error. Matrix has since re-quoted the scope of work. Original description of work from the Executive Summary remains unchanged.

The underground communications wiring that allows the entry gate at the Health building to communicate with the access controls software has failed. This has resulted in our inability to add/remove users from access or remotely control the gate with the access program. This request is to approve the quote provided by Matrix Integrations to run new communications wiring from the switch closet located on the ground floor of the building to the gate controller located on the N.E exterior.

E. SOFTCHOICE ADOBE PRO RENEWAL

59

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$21,870

Presenter: Greg Crohn

Our annual licensing agreement for Adobe Pro is up for renewal. Adobe Pro allows our users to create and edit PDFs as well as check for and correct ADA compliance issues within PDF documents.

Adobe has placed a 40% increase in all Government SKUs for this year. Therefore, the number of licenses has been reduced from 350 licenses in previous years, to 125. This number reflects current usage with slightly under 20% room for growth.

F. ADDENDUM TO THE WAREHOUSE MOU

62

Fund Name(s): JDAI Programming and JDAI Performance Bonus Grant

Fund Number(s): 9145 (\$7,250) and 9146 (\$7,250)

Grant Amount: \$14,500

Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

The Warehouse and Probation Department entered into an agreement to provide youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities.

The Warehouse and Monroe County entered into an Addendum to the Agreement for services signed on March 6, 2024. This Agreement provided that the total amount paid to the Warehouse shall not exceed \$14,500.00 without further written approval by the Commissioners in the same manner that this agreement was approved.

This Addendum provides that the Warehouse may purchase recreational and supply items in addition to the mentorship programming. The Warehouse shall not exceed \$14,500 between the mentorship programming and the purchasing of recreational and supply items without further written approval by the Commissioners in the same manner that this Agreement was approved.

G. ADDENDUM TO FAMILY SOLUTIONS MOU

68

Fund Name: JDAI Performance Grant

Fund Number: 9146

Grant Amount: \$10,335

Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

The Monroe Circuit Court Probation Department (“Probation”) recognized the need for effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors. The intent of this project is to provide youth and families in the community The Parent Project services in collaboration with local partner Family Solutions.

This Addendum allows Family Solutions to utilize additional staff to facilitate the Parent Project as needed.

Additionally, this addendum will allow for expansion of transportation assistance gift cards in recognition of accomplishments made throughout the series.

The total amount paid to Family Solutions shall not exceed \$10,335.00 for the term of this Agreement and it is being paid from 100% grant funding.

H. ADDENDUM FOR PEOPLE AND ANIMALS LEARNING SERVICES (PALS) MOU

73

Fund Name: JDAI Performance Grant

Fund Number: 9146

Grant Amount: Not to exceed \$4,000

Presenter: Christine McAfee

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant goes toward funding opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

This Addendum allows People and Animals Learning Services (PALS) to extend programming through June 30, 2004, with eight (8) additional sessions. PALS will receive an additional payment for the sessions that shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved.

Additionally, this Addendum shall allow PALS to purchase items needed to support community-based programming, including recognition and celebration items, that shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved.

- I. MILESTONE CONTRACTORS AGREEMENT FOR COMMUNITY CROSSING MATCHING GRANT PAVING PROJECTS** **79**
Fund Name(s): Motor Vehicle Highway and County General
Fund Number(s): 1176 and 1000
Amount: \$2,769,356.50
Presenter: Lisa Ridge

Monroe County awarded the projects for the Community Crossing Matching Grant projects April 2024. The Department needs to finalize the project with the joint contract with INDOT new specifications.

- J. AWARD MILESTONE CONTRACTORS L.P. THE MOORES CREEK STORMWATER PROJECT** **102**
Fund Name: Stormwater
Fund Number: 1197
Amount: \$592,550
Presenter: Lisa Ridge

Sealed bids were opened publicly on May 23, 2024 at 1:00 pm by highway representatives. There were four sealed bids submitted for the Moores Creek Stormwater project. The project is raising the road to try and eliminate some of the over road flooding that has been occurring for many years. It is the Department goal to do Stipp Road in 2025 as part of the overall stormwater plan. The Department would like to award the project to Milestone Contractors L.P. being the lowest, most responsive, and responsible bidder.

- K. AWARD SALT BIDS TO MORTON SALT, INC. AND CARGILL, INC.** **116**
Fund Name: Local Road & Street
Fund Number: 1169
Amount: Per ton pricing/as needed
Presenter: Lisa Ridge

Sealed bids were opened on May 15, 2024 by highway representatives. The Department would like to award the bid to Cargill, Inc. and Morton Salt, Inc. due to both companies availability of product. We are bidding out the salt bid with treated salt and non-treated salt this year and not going through the state bidding process.

- L. AWARD E&B PAVING, LLC VARIOUS PAVING PROJECTS** **126**
Fund Name: Motor Vehicle Highway
Fund Number: 1176
Amount: \$1,117,850
Presenter: Lisa Ridge

Sealed bids were opened publicly on May 22, 2024 for paving of various roads for 2024. Two bids were opened. The lowest, most responsive, and responsible bidder was E&B Paving, LLC. The following roads were submitted in the project list:

Hackers Creek Rd, Hackers Creek Place, Lost Mans Lane, Brighton Rd, Bottom Rd, Mel Currie Rd, Gifford Rd, Endwright Rd, and Airport rd.

M. AWARD E&B PAVING, LLC MOORES CREEK ROAD PAVING PROJECT

133

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$294,492

Presenter: Lisa Ridge

Sealed bids were opened on May 23, 2024 by highway personnel. Two bids were received. The department would like to award E&B Paving, LLC the paving project of Moores Creek Rd, from Snoddy Rd to the beginning of the Stormwater project, (2.09 miles), for being the lowest, most responsible, and responsive bidder.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – May 22, 2024

10:11 am

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

7. REPORTS
None

8. NEW BUSINESS

A. DUKE ENERGY FOUNDATION GRANT AGREEMENT

10:13 am

Fund Name: Emergency Management Duke Grant
Fund Number: 4938
Grant amount: \$4,000
Presenter: Justin Baker

The Emergency Management Department is pleased to announce that the county has been awarded a grant from the Duke Energy Foundation to help purchase more weather radios for Monroe County residents who live in areas that are at a higher risk when severe weather hits, such as mobile home parks, or for those who don't have the accessibility to receive proper severe weather alerts.

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

B. INDIANA DEPARTMENT OF HEALTH GRANT AGREEMENT

10:15 am

Fund Name: DIS/STD
Fund Number: 8180
Grant Amount: \$121,758
Presenter: Lori Kelley

The Health Department has received a grant agreement in the amount of \$121,758.00 for Disease Intervention services. These services include interviewing clients, testing, and education related to sexually transmitted diseases. This funding will support salary expenses for 1 full-time and 1 part-time employee.

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

C. B-TECH FIRE AND SECURITY SERVICE AGREEMENT

10:17 am

Fund Name: County General

Fund Number: 1000

Amount: \$57,963/year agreement

Presenter: Richard Crider

This request is to accept the proposal submitted by B-Tech Fire & Security in an amount of \$19,321.00 annually and not to exceed \$57,963.00 over a three year term to provide inspection, testing and monitoring services of fire suppression systems and equipment at the following Monroe County Locations:

Highway Department, Community Corrections (Johnson Hardware), Showers Building, Fiscus Building, Curry Building, Youth Services Bureau, Justice Building, Health Services Building, Courthouse, Emergency Management, Election Operations, and Morton Street Garage. Labor rates on service calls outside of the contract scope will be \$115.00 per hour plus a \$35.00 Service Charge.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

D. BOUNDS FLOORING, INC. AGREEMENT FOR MC CONVENTION CENTER

10:20 am

Fund Name: ARPA

Fund Number: 8950

Amount: \$33,487.86

Presenter: Richard Crider

This request is to accept the proposal submitted by Bounds Flooring, Inc. in the amount of \$33,487.86 to remove existing carpet and replace with new in both the Cook and Hanson & Zebendon Rooms at the Monroe County Convention Center.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

E. CASSADY ELECTRICAL CONTRACTORS, INC. AGREEMENT

10:22 am

Fund Name: ARPA

Fund Number: 8950

Amount: \$4,850

Presenter: Richard Crider

This request is to accept the proposal submitted by Casady Electrical Contractors, Inc. in the amount of \$4,850.00 to replace 31 fluorescent light fixtures with 31 LED light fixtures with a dimmers switch and additional lighting controls next to the projection screen in the Hanson & Zebendon Room at the Monroe County Convention Center.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

F. GENERAL INTERIORS, INC. AGREEMENT

10:23 am

Fund Name: ARPA

Fund Number: 8950

Amount: \$18,201

Presenter: Richard Crider

This request is to accept the proposal submitted by General Interiors, Inc. in the amount of \$18,201.00 to remove all ceiling tile and replace with new, remove all wallpaper, chair rail, and prep walls to receive new wallpaper in the Hanson & Zebendon Room at the Monroe County Convention Center.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

G. ROSE PAINTING, INC. AGREEMENT

10:24 am

Fund Name: ARPA

Fund Number: 8950

Amount: \$21,650

Presenter: Richard Crider

This request is to accept the proposal submitted by Rose Painting, Inc. in the amount of \$21,650.00 to apply new vinyl wallpaper and paint woodwork in the Hanson & Zebendon Room at the Monroe County Convention Center.

Githens made a motion to approve. Jones seconded.

Public comments:

Talisha Coppock, Monroe County Convention Center Executive Director

Chris Emge, Bloomington Chamber of Commerce Director

Thomas called for a voice vote.

Motion carried 3-0.

H. VET ENVIRONMENTAL ENGINEERING, LLC. AGREEMENT

10:32 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: Not to exceed \$50,756.72

Presenter: Richard Crider

This request is to accept the proposal submitted by VET Environmental Engineering, LLC in the amount of \$49,156.72 to perform pre-mitigation radon testing, diagnostic testing, demolition and preparation of basement crawl spaces, encapsulation and mitigation of crawl spaces, and pos-mitigation radon testing at the Monroe County Courthouse. This work will be carried out primarily during weekend hours.

Additional project costs outside the VET contract scope include:

\$1,100.00 - Monroe County Sheriff's Reserve Department to provide security at the north entrance of the Courthouse for two ten hour shifts.

In an amount not to exceed \$500.00 - Newton Cleaning Service will provide a post cleaning of the basement hallways, stairs, and first floor on Sunday evening post-project.

Githens made a motion to approve. Jones seconded.

No public comments.

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

I. ORDINANCE 2024-21; AMEND MC CODE CHAPTER 440, SECTION 3: ANIMAL MANAGEMENT 10:35 am
Presenter: Russell Brummett

A request for approval of an Ordinance amending Chapter 440, Section 3 of the Monroe County Code reducing the size of the Animal Management Commission from 9 members to 7 members.

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

J. AMENDMENT #1 INDIANA INSTITUTE ON DISABILITY AGREEMENT 10:38 am
Presenter: Jeff Cockerill

This amendment extends the time frame for the Jail research to the end of the year. No other changes are contemplated including compensation.

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

K. EASEMENT AGREEMENT WITH CITY OF BLOOMINGTON REGARDING THE THOMSON PROPERTY 10:39 am
Presenter: Jeff Cockerill

The Thomson Property is subject to an easement with Duke Energy for their power distribution network. The City of Bloomington is working with Duke and the County to utilize the area that is part of that easement for a multi-use trail. The terms and conditions of this transfer was approved by the County Council last year.

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

L. MOTOR VEHICLE HIGHWAY ADMINISTRATION 2023 ANNUAL REPORT 10:41 am
Presenter: Lisa Ridge

This request is for the review and approval of the annual report to LTAP, which is due before June 1, 2024.

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

M. AWARD RLH SEALCOATING, INC. CRACK-SEALING PROJECTS

10:43 am

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$125,062.80

Presenter: Lisa Ridge

The Department opened bids on May 15, 2024. Two bids were received for the crack-sealing project. The lowest, most responsive, most responsible bid was RLH Sealcoating. The Department would like to award this project to this contractor.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

N. ORDINANCE 2024-22; AMEND ORDINANCES 86-09, 86-06, AND 89-01.

10:46 am

Presenter: Lisa Ridge

Amend Ordinance **89-01** to **temporarily add** the following No Thru Trucks locations for the months of June, July, and August 2024 for the duration of construction on SR 45: Eller Road, Airport Road (Garrison Chapel Road to Kirby Road), Garrison Chapel Road (SR 45 to SR 48)

Amend Ordinance **86-09** to **delete** the following 30 mph locations: Mabels Way, Commodore Trail, Tower Ridge Road

Amend Ordinance **86-09** to **add** the following **25 mph locations**: Mabels Way, Commodore Trail, Rachels Glen Road, Devonshire Court, Devonshire Lane, Exeter Lane

Amend Ordinance **86-06** to **delete** the following stop location: Hunters Creek Road for Tower Ridge Road.

Githens made a motion to approve. Jones seconded.

No public comments.

Thomas called for a voice vote.

Motion carried 3-0.

10. APPOINTMENTS

10:46 am

11. ANNOUNCEMENTS

10:47 am

All Monroe County Government offices will be closed Monday, May 27, 2024, in observance of Memorial Day.

Monday, May 27, 2024 at 9:00am the American Legion will be hosting a Memorial Day ceremony at the Rose Hill Cemetery, 1100 W. 4th Street, Bloomington, IN.

Monday May 27, 2024 at 10:00 am VFW will be hosting a Memorial Day ceremony at the Valhalla Cemetery, 310 N. Johnson Ave, Bloomington, IN.

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.

The Commissioners have virtual office hours via Teams each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

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

Wednesday, June 12, 1 pm – 6 pm

Friday, June 14, 10 am – 3 pm

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.

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.

Rural Housing Repair Program now accepting application from low and moderate income Monroe County homeowners. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE		
New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	trustee@bentontownship53.in.gov
Bloomington – Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

12. ADJOURNMENT

10:53 am

The summary minutes of the May 22, 2024, Board of Commissioners' meeting were approved on May 29, 2024.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY**

May 22 , 2024

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Teams Connection

1. Commissioners – Angie Purdie

a. Lambert Consulting Agreement

This agreement formalizes the relationship between the Monroe County Board of Commissioners and Lambert Consulting. Lambert Consulting provides social media content that broadens the political speak of Monroe County Government. This contract allows for social media as well as video productions as needed by the Board. This is a 4 year contract that provides a 5% increase each subsequent year. The contract is renewable at 1 or 3 year intervals.

Fund Name: County General

Fund Number: 1000

Amount: \$800/monthly

Githens made a motion to approve. Jones seconded.

Purdie noted that she would like to make one addition to the proposed contract, regarding section 11.2 E where it reads *"contractor may also provide video publications and presentations specific to activities in Monroe County Government as defined by the Board of Commissioners...those will be billed at a separate cost not defined by this particular contract."*

Thomas made a motion to amend the contract to reflect Purdie's suggested language. Githens seconded.

No public comments on the amendment.

Thomas called for a voice vote on the amended motion.

No public comments

Thomas called for a voice vote.

Motion to amend carried 3-0.

b. Putnam County Intergovernmental Agreement/Rural Transit

State added an additional form that all of the counties that are working together under Area 10

Sign an intergovernmental agreement acknowledging they are the applicant and are providing service

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT
Required by IC 33-17-2-8

FILED
MAY 21 2024

Sharon M. Quarry

MONTHLY REPORT APRIL 2024

Auditor Monroe County, Indiana

Charges:

1	Fees payable to the State	\$	360,525.10
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	95,055.77
3	Bank Discrepancy	\$	8,911.03
4	Trust Funds (Bonds/Other)	\$	2,812,757.94
5	Trust, Refunds	\$	135.76
6	Trust, Judgment Collections	\$	22,985.86
	ISETS Child Support Collections	\$	11,775.33
	Interest-bearing Accounts Payables	\$	1,491.30
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>3,315,138.09</u>

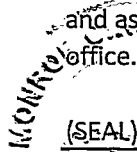
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	3,300,371.46
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	11,775.33
	Interest-Bearing Saving Account	\$	1,491.30
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>3,313,638.09</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>3,315,138.09</u>

21	Balance in All Depositories	\$	3,467,058.36
22	Deduct: Outstanding Checks	\$	(185,480.19)

23	Net Depository Balance		
24	Deposits in Transit	\$	33,074.02
25	Bank Fees	\$	100.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	(2,307.10)
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	3,313,638.09
31	PROOF		

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

 *Yvette Lynn Browne*
(SEAL)
Clerk, Monroe Circuit Court

SETS: Over \$406.20	-498.20
Adjustment for CC & ACH items in transit	8,975.18
Credit Card deposited in Bank	-11,051.08
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	-2,307.10

Copy for Commissioners
Copy for Board of Finance
Copy for State Board of Accounts @
E418 Government Center South
Indianapolis, IN 46204

COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 5-13

Month ending

March
April

2024 MONROE COUNTY

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded).....	\$ 33,306,054.21
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Advance Tax Draws(neg)	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax	263,486.62
12 Vehicle license Excise Tax.....	4,253,627.46
13 Sewage Collections.....	0.00
14 Vehicle Sharing.....	444.09
15 Aircraft License Excise Tax.....	10,064.70
16 Auto Rental Excise Tax.....	229,254.51
17 Watercraft Title and Registration Fees (Boat Excise Tax)	55,461.77
18 Lotto Excise Tax Cut	1,543,431.02
19 Heavy Epuipment Rental	271,262.88
20 Negative Exp Downtown TIF adjustment	0.00
21 Total Balances of all Ledger Accounts - Cash.....	138,456,142.54
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 178,390,229.80

CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 143,437,204.49
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41	\$ 34,952,025.31
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27	
28	
29	
30 Total	\$ 178,390,229.80
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	\$ 0.00
33 Proof.....	\$ 178,390,229.80 \$ 178,390,229.80
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 143,437,204.49
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(238,588.96)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 143,387,010.55
37 Deposits in Transit (Detail on Reverse Side).....	288,782.90
38 Proof.....	\$ 143,387,010.55 \$ 143,387,010.55

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County.....	\$ 1,000.00
(b) Receipts Deposited in Depositories.....	
(c) Uncollected Items on Hand (List on Reverse Side).....	
(d) Total (Must Agree With Line 26 Above)	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 17th day of May 2024

Cathy Smith
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.
Original (White) --To be filed with County Auditor for Board of Finance.
Duplicate (Blue) -- To be filed with County Auditor for Board of Commissioners.
Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) --To be retained by County Treasurer.

FILED
MAY 17 2024
Buanne M. Quany
Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY
Month ending

April 30, 2024

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Apr-24

deposits+outstanding+BB balance=CB bal come back to cashbook balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories	
001 - FFB Operating 1242	\$21,164,150.23	\$807,889.80	(\$238,404.57)	\$21,733,635.46	
002 - FFB Payroll 3328	\$0.00	\$446.70	(\$184.39)	\$262.31	
004 - FFB PERF 5596	\$186,841.89	\$0.00	\$0.00	\$186,841.89	
005 - FFB Credit Card 5324	\$242,056.54	(\$43,848.33)	\$0.00	\$198,208.21	
006 - FFB General 5535	\$62,290,340.04	(\$212,936.58)	\$0.00	\$62,077,403.46	
013 - German American 3108	\$10,152,302.76	(\$7,035,806.18)	\$0.00	\$3,116,496.58	
014 - Trust Indiana 0001	\$49,343,045.75	\$6,774,379.13	\$0.00	\$56,117,424.88	
027-ONB MC 20 Cap 80-0424-04-6	\$8,254.08	(\$1,341.56)	\$0.00	\$6,912.52	
030-ONB MC2021 Bond Hunter Valley	\$19.26	(\$0.08)	\$0.00	\$19.18	
Depository Totals	\$143,387,010.55	\$288,782.90	(\$238,588.96)	\$143,437,204.49	<-Depository Balance
007 - MS7203004 road & street	\$58,505.03	\$0.00	\$0.00	\$58,505.03	
008 - MS7203017 cum bridge	\$38,130.40	\$0.00	\$0.00	\$38,130.40	
009 - MS7202940 aviation gen	\$13,616.61	\$0.00	\$0.00	\$13,616.61	
010 - MS7202979 aviation constr	\$29,832.52	\$0.00	\$0.00	\$29,832.52	
011 - MS7202924 aviation building	\$43,862.73	\$0.00	\$0.00	\$43,862.73	
012 - MS7202953 property re-assesmt	\$7,937.96	\$0.00	\$0.00	\$7,937.96	
019 - Redev-80-0306-01-1	\$1,157.12	(\$4.84)	\$0.00	\$1,152.28	
020 - Redv com 80-0306-03-7	\$319,684.98	(\$1,336.76)	\$0.00	\$318,348.22	
021 - Bank of New York Mellon/Holdings	\$16,903,645.91	(\$17,510.70)	\$0.00	\$16,886,135.21	
022-ONB MC18 Bond Int 80-0386-01-3	\$139.75	(\$0.53)	\$0.00	\$139.22	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
025-ONB MC 20 P&I 80-0424-01-2	\$1,521.56	(\$6.32)	\$0.00	\$1,515.24	
026-ONB MC 20 Debt 80-0424-03-8	\$555,180.01	(\$2,330.12)	\$0.00	\$552,849.89	
032-FFB C.D. 7701016934	\$7,000,000.00	\$0.00	\$0.00	\$7,000,000.00	
033-JC Bank CD 6588654	\$10,000,000.00	\$0.00	\$0.00	\$10,000,000.00	
Investment Totals	\$34,973,214.58	(\$21,189.27)	\$0.00	\$34,952,025.31	<-Investments Balance
					Warrants & Deposits
					in Transit
Totals	\$178,360,225.13	\$267,593.63	(\$238,588.96)	\$178,389,229.80	(\$29,004.67)

* Interest

** Outstanding Checks

***Reconciling item per St Bd of Accts

****Bank Error

ADVANCE CKS FOR SETTLEMENT

(Checks and other items returned by depositories and in process of collection at close of month)

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



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 Health Department has received a grant award in the amount of \$187,303.80 for immunization services. This funding supports personnel, supplies, equipment, and services for our contract with IU Health Community Health-Bloomington public health nursing. Grant requirements include outreach and vaccination clinics, partnerships to raise awareness and increase participation, implementing a plan to increase HPV vaccination, and conducting exercises with Health Department emergency preparedness staff for response preparation to a vaccine-preventable disease. These services are provided at 333 Miller Drive in Bloomington Monday-Thursday, and on the 2nd Saturday of every month.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

GRANT AGREEMENT

Contract #00000000000000000000083959

This Grant Agreement (this "Grant Agreement"), entered into by and between **INDIANA DEPARTMENT OF HEALTH** (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (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 **\$187,303.80** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **ATTACHMENTS A and B** 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 §16-19-3-1 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 Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Immunization Cooperative Agreements CFDA # 93.268

If State Funds: Program Title (Not Applicable)

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 **ATTACHMENT A** 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 July 01, 2024 and shall remain in effect through June 30, 2025. 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.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$187,303.80. The approved Project Budget is set forth as **ATTACHMENT B** 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 TWENTY (20) 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

THIRTY (30) 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 SIXTY (60) 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 **ATTACHMENT A**, 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 **ATTACHMENT B** 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. 200.331, 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 **ATTACHMENT D** (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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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 the 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:
Indiana Department of Health
Attention: CONTRACTS AND GRANTS
2 North Meridian Street
Indianapolis, Indiana 46204
IDOHContracts@health.in.gov
- B. Notices to the Grantee shall be sent to:
MONROE COUNTY HEALTH DEPARTMENT
ATTENTION LINDSAY SHIPLEY
333 E MILLER DRIVE, BLOOMINGTON IN 47401
LSHIPLEY1@IUHEALTH.ORG

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) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) ATTACHMENTS prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) ATTACHMENTS prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and 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. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **ATTACHMENT C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. (INTENTIONALLY OMITTED, NOT APPLICABLE)

26. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor 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.

27. Amendments. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the

prior written consent of a duly authorized representative of the State, shall be subject to the appropriate procurement approval procedure of the State.

28. 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 SCM Template*) in any way except as follows:

- 25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. (INTENTIONALLY OMITTED, NOT APPLICABLE)
- Added #26. HIPAA Compliance
- Added #27: Amendments

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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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 HEALTH DEPARTMENT

INDIANA DEPARTMENT OF HEALTH

By:

By:

Title:

Title:

Date:

Date:

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

Attachment A

Local Health Department Immunization Grant Scope of Work

The grantee shall provide the following services:

- Promote all vaccines recommended by the Advisory Committee on Immunization Practices
- Provide direct vaccination services to in accordance with ACIP recommendations to all individuals regardless of insurance status to meet the needs of your jurisdiction.
- Conduct school-located vaccination clinics at schools with the lowest vaccination coverage rates for kindergarten and first grade, sixth and seventh grade, and 12th grade. Schools should be selected by using the data in the [School Supplemental Report](#).
- Conduct outreach and vaccination of all ACIP recommended vaccines to minority and hard to reach populations.
- Employ or partner with Community Health Workers to reach vulnerable and underserved populations in their jurisdictions.
- Conduct school site vaccination clinics that meet the vaccination needs in your jurisdiction.
- Report data on all administered vaccines in the state Immunization Information System, CHIRP.
- Conduct at least one consumer access promotion activity to raise awareness and increase participation.
- Develop and implement a plan that includes a minimum of two strategies to increase HPV vaccination. Special attention should be given to reducing missed opportunities for HPV vaccination.
- Develop a partner engagement strategy plan that describes how they will work with new and existing partners to increase immunization coverage rates.
- Conduct at least one activity/implement at least one strategy that focuses on reducing vaccine wastage.
- Conduct at least one reminder recall event for a vaccination series or specific antigen.
- Conduct at least one quality assurance activity to review and improve the quality of data being submitted to the Indiana immunization registry.
- Conduct at least one exercise or event with emergency preparedness staff in preparation for or in response to a vaccine-preventable disease outbreak, focusing on pandemic influenza or COVID-19, if possible.
- Develop and implement a partner engagement strategy plan that describes how they will work with new and existing partners to increase immunization coverage rates.
- Submit quarterly and annual reports in a format prescribed by the Indiana Department of Health.
- Submit invoices and required documentation monthly.
- Assess the condition of storage and handling: Prior to the first invoice, submit an assessment report of current units. If the storage units are over eight years old, prepare and submit a replacement plan in the assessment report.
 - If there is currently no cloud-based temperature monitoring system, develop and submit a plan to upgrade to a continuous temperature monitoring system and submit in the assessment report.

Attachment B

<u>Budget Category</u>	<u>Amount</u>
Salary	\$118,560.00
Fringe	\$27,268.80
Travel	\$1,400
Supplies	\$1,875
Equipment	\$36,000
Contractual	\$2,200
Other	\$0
Total	\$187,303.80

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services
CFDA Number: 93.268
Award Number: NH231P922631
Award Name: Immunization Cooperative Agreements

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information

Attachment C: Federal Funding

security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8) Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will send this form in a separate e-mail.

Attachment C: Federal Funding

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any 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 contract, 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.
- b) 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 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, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

ATTACHMENT D

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.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.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:

On May 16, 2024, the Health Board approved amending the contract for the Health Officer. The amendment provides for an additional \$3,800 per year in compensation to the Health Officer. This increase in compensation is intended to cover the cost of the Health Officer's insurance.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

**AMENDMENT TO EMPLOYMENT AGREEMENT FOR
PHILLIP CLARK BRITTAIN D.O.**

This Amendment, consisting of two (2) pages, is to amend the Employment Agreement for Services made and entered into between the Monroe County Board of Health (**hereafter, “Health Board”**) and Phillip Clark Brittain (hereafter **“Dr. Brittain”**). The parties acknowledge that this Amendment is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

Health Board and Dr. Brittain mutually agree as follows:

- 1.** Health Board and Dr. Brittain entered into an Agreement for services signed on June 28, 2023. This Agreement, in part, provided that:
 - a.** Dr. Brittain in his official capacity as the Local Health Officer, shall serve as the executive officer of the Monroe County Health Department and as secretary of the Health Board, pursuant to Indiana Code § 16-20-2-16(d). Dr. Brittain shall enforce the health laws, ordinances, orders, rules and regulations of the Health Board and superior boards of health, pursuant to Indiana Code § 16-20-2-19(a). Dr. Brittain shall perform those duties customarily associated with being a local health officer, including those enumerated under Indiana Law and those assigned by the Health Board from time to time.
 - b.** The Health Department shall compensate Dr. Brittain in the amount of forty thousand and 00/100 dollars (\$40,000) per year for services performed under this agreement. Payments shall be made in twelve (12) monthly installments.
 - c.** Dr. Brittain shall be required to maintain in full force and effect insurance coverage for the performance of professional services as the Local Health Officer under this agreement. Such insurance must be obtained from an insurance company authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either an admitted or non-admitted insurer. Dr. Brittain shall furnish a certificate of insurance to the Health Board prior to the commencement of this agreement.
- 2.** This Amendment shall provide that Dr. Brittain shall receive an additional three thousand and eight hundred 00/00 dollars (\$3,800) per year specifically to provide for the expense incurred by Dr. Brittain to secure insurance coverage. For the year of 2024, this additional compensation shall be rendered to Dr. Brittain within thirty (30) days of approval of this Addendum. For the remaining years within the duration of the term of the Agreement, the Health Board shall compensate Dr. Brittain annually in the amount of forty-three thousand eight hundred dollars 00/100 (\$43,800). Payments for the remaining years within the duration of the terms of this Agreement, shall be made in twelve (12) monthly installments. Annual compensation of Dr. Brittain shall not exceed forty-three thousand eight hundred dollars 00/100 (\$43,800) without further written approval by the Commissioners in the same manner that this Agreement was approved.
- 3. Effect of Amendment.** Except as specifically changed or altered by this Amendment, the referenced Agreement remains in full force and effect and without other revisions. This Addendum shall be attached to the Agreement, incorporated herein, and is made a part of the Agreement.
- 4. Entirety of Amendment.** This Amendment, consisting of two (2) pages constitutes the entirety of the amendment between the parties. Parties agree that any terms and conditions not contained or

outlined within this Agreement are inapplicable.

THEREFORE, it is agreed as follows:

The Employment Agreement for Dr. Brittain shall be amended to provide for an additional amount of compensation in the amount of three thousand and eight hundred 00/00 dollars (\$3,800) per year specifically to provide for the expense incurred by Dr. Brittain to secure insurance coverage in 2024. The Employment Agreement for Dr. Brittain for all remaining years within the duration of the Agreement shall be amended to provide an annual compensation amount of forty-three thousand eight hundred dollars 00/100 (\$43,800), specifically to provide for the expense incurred by Dr. Brittain to secure insurance coverage.

IN WITNESS WHEREOF, Dr. Brittain and the Health Board have executed this Addendum dated below in two counterparts, each of which shall be deemed an original.

APPROVED BY:

Phillip Clark Brittain, D.O.

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
This 29th day of May 2024, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, 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:

Preliminary agreements with ProActiveMD to begin the process of transitioning clinic vendors. The Business Associates agreement outlines how protected health information will be handled. The Project Implementation Commitment outlines the schedule for implementation fees and services.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) sets out the responsibilities and obligations of Proactive MD Management Services, LLC (“Business Associate”) and the covered entity set forth on the signature page to this Agreement (“Covered Entity”). Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the use and handling of Protected Health Information of Covered Entity (“PHI”) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R., Parts 160 and 164, as amended from time to time (“Privacy Standards”) and the Security Standards, 45 C.F.R. §160, 162 and 164, as amended from time to time (“Security Standards”) of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 and its accompanying regulations (the “HITECH Act”), as may be amended from time to time in accordance with the terms and conditions set forth in this Agreement. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the HITECH Act. Notwithstanding the foregoing, for purposes of this Agreement, the term “PHI” shall refer solely to information accessed, received, used, disclosed and/or maintained by Business Associate as part of the provision of services to Covered Entity pursuant to a Service Agreement (as defined below).

1. Uses and Disclosures of Protected Health Information.

A. Business Associate provides certain services and functions for and/or on behalf of Covered Entity. In order for Business Associate to perform one (1) or more of these functions for Covered Entity, Business Associate may receive or access PHI from Covered Entity or other sources in accordance with the terms of that certain Management Agreement entered into between the parties (the “Service Agreement”). Business Associate may use and disclose such PHI pursuant to this Agreement, the Service Agreement, or as otherwise permitted by law, to the extent necessary for Business Associate to perform its services for Covered Entity and for the proper management and administration of its business activities. Business Associate will not use or further disclose any PHI in violation of this Agreement.

B. Business Associate may use and disclose PHI that is created or received by Business Associate from or on behalf of Covered Entity if such use or disclosure, respectively, complies with each applicable requirement of 45 C.F.R. § 164.504(e) and the HITECH Act. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities will also apply to Business Associate and are incorporated into this Agreement by reference.

C. Except as otherwise limited by any agreement between the parties hereto with regard to the provision of services, Business Associate may use protected health information (“PHI”) to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

2. Minimum Necessary. The parties shall at all times comply with the “minimum necessary” requirements for use and disclosure of PHI. All uses and disclosures shall therefore be limited, to the extent practicable, to a limited data set or, if needed, to the minimum necessary to accomplish the intended purposes for such use or disclosure as determined by the disclosing

entity and consistent with Section 13405(b) of the HITECH Act and any implementing regulations adopted thereunder.

3. Sale of PHI. Except to the extent otherwise permitted by this Agreement, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by Business Associate from or on behalf of Covered Entity unless: (A) pursuant to an authorization by the Individual in accordance with 45 C.F.R. §164.508 that includes a specification for whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual; or (B) as provided in Section 13405(d)(2) of the HITECH Act and regulations to be issued by the Secretary, upon the effective date of such regulations. Nothing herein shall preclude the payment of consideration from Covered Entity to Business Associate in return for the provision of services by Business Associate to Covered Entity.

4. Safeguards. Business Associate will implement appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 of the Security Rule as required by the HITECH Act. Notwithstanding any provision of this Agreement to the contrary, the parties hereto hereby agree and acknowledge that Business Associate shall have no responsibility to protect or safeguard any information or PHI prior to access or actual receipt of such information or PHI by Business Associate.

5. Reports of Impermissible Use or Disclosure. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement within ten (10) business days of Business Associate's learning of such use or disclosure. Business Associate will also report to Covered Entity within ten (10) business days upon discovery by Business Associate of any security incident relating to PHI of which it becomes aware. Security Incidents that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations ("Unsuccessful Security Incidents") will be reported in the aggregate upon written request of Covered Entity in a manner and frequency mutually acceptable to the parties. Business Associate hereby notifies Covered Entity that Unsuccessful Security Incidents including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off line, may occur from time to time.

6. Breach Notification. Business Associate will comply with Section 13402 of the HITECH Act and the regulations implementing such provisions, currently Subpart D of Title 45 of the Code of Federal Regulations, as such regulations may be in effect from time to time (collectively, the "Breach Notification Rules"). Except as provided in 45 C.F.R. § 164.412, Business Associate will give Covered Entity notice of any Breach of Unsecured Protected Health Information pursuant to 45 C.F.R. §164.410. The notice required by this Section will be written in plain language and will include, to the extent possible or available, the following:

A. The identification of the individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;

B. A brief description of what happened, including the date of the Breach and

theft date of the discovery of the Breach;

C. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

D. Any steps individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;

E. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and

F. Contact procedures for individuals to ask questions or learn additional information, including a toll free telephone number, an email address, Web site, or postal address.

Notwithstanding the foregoing, Covered Entity shall not provide to Business Associate any PHI that is Unsecured Protected Health Information.

7. Agents and Subcontractors. If Business Associate provides PHI to an agent or subcontractor for a purpose authorized under this Agreement, Business Associate will receive reasonable assurances from the agent or subcontractor that the agent or subcontractor will abide by the same restrictions and conditions applicable to Business Associate's use and disclosure of PHI, as set forth in this Agreement.

8. Obligations Regarding Business Associate's Personnel. Business Associate will appropriately inform all of its employees, agents, representatives and members of its workforce ("Business Associate Personnel"), whose services may be used to satisfy Business Associate's obligations under this Agreement, of the general terms of this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement.

9. Access to PHI.

A. Use of PHI for Administrative Activities. Notwithstanding Section 1 above, Business Associate may use or disclose PHI for management and administrative activities of Business Associate or to comply with the legal responsibilities of Business Associate; provided, any such disclosure is required by law or the Business Associate obtains reasonable assurances from the third party that receives the Protected Health Information that the third parties will treat the Protected Health Information confidentially and will only use or further disclose the Protected Health Information in a manner consistent with the purposes that the Protected Health Information was provided by Business Associate, and promptly report any breach of the confidentiality of the Protected Health Information to Business Associate.

B. Covered Entity Access. Within ten (10) business days of a request by Covered Entity for access to PHI held by Business Associate in a Designated Record Set, Business Associate will make the requested PHI available to Covered Entity.

C. Patient Access. If a patient requests access to PHI directly from Business Associate, Business Associate will within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of a patient's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to the patient pursuant to such a request unless release by Business Associate has otherwise been approved by Covered Entity.

10. Amendment of PHI. Within ten (10) business days of receiving a request from Covered Entity to amend a patient's PHI, if Business Associate retains such PHI in a Designated Record Set, Business Associate will provide such information to Covered Entity for amendment. If Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment in such Designated Record Set within ten (10) business days of receipt of Covered Entity's request. Business Associate will forward to Covered Entity within ten (10) business days any requests by patients to Business Associate to amend PHI. Covered Entity will be responsible for making all final determinations regarding amendments to PHI requested by patients and Business Associate will make no such determinations. Nothing in this paragraph shall prohibit Business Associate from amending PHI to the extent necessary for Business Associate to otherwise perform its services for Covered Entity.

11. Accounting of Disclosures; Requests for Disclosure.

A. Disclosure Records. Business Associate will keep a record of any disclosure made to its agents, subcontractors or other third parties for any purpose other than disclosures:

- i. to carry out treatment, payment and health care operations as provided in 45 CFR §164.506;
- ii. to Individuals of PHI about them as provided in 45 CFR §164.502;
- iii. incident to a use or disclosure otherwise permitted or required by the HIPAA Privacy Rule, 45 CFR Part 164, Subpart E, as provided in 45 CFR §164.502;
- iv. pursuant to an authorization as provided in 45 CFR §164.508;
- v. for a facility's directory or to persons involved in the Individual's care or other notification purposes as provided in 45 CFR §164.510;
- vi. for national security or intelligence purposes as provided in 45 CFR §164.512(k)(2);
- vii. to correctional institutions or law enforcement officials as provided in 45 CFR §164.512(k)(5); or
- viii. as part of a limited data set in accordance with 45 CFR §164.514(e).

Business Associate will maintain such disclosure record for six (6) years from the effective date of termination of this Agreement. Notwithstanding the foregoing, Business Associate

agrees to document disclosures of PHI and collect information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and in accordance with, and upon the effective date of, Section 13405(c) of the HITECH Act.

B. Data Regarding Disclosures. For each disclosure for which Business Associate must maintain documentation under paragraph 11.A., Business Associate will record and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and the address of such entity or person, if known; (iii) a description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure.

C. Patient Request for Disclosure of Records. Within ten (10) business days of receipt of a notice from Covered Entity to Business Associate of a patient's request for an accounting of PHI disclosed, Business Associate will provide Covered Entity with the records of disclosures requested in the notice. Business Associate will provide the records for the time period requested by the patient or for six (6) years before the date on which the accounting was requested by the patient, as set forth in the notice.

D. Patient Request to Business Associate. If a patient requests an accounting of disclosures directly from Business Associate, Business Associate will forward the request to Covered Entity within ten (10) business days of Business Associate's receipt of the request, and will make its records of disclosures available to Covered Entity as otherwise provided in this Section. Covered Entity will be responsible to prepare and delivery the records of disclosure to the patient. Business Associate will not provide an accounting of its disclosure directly to the patient.

12. Covered Entity Obligations.

A. Covered Entity shall provide Business Associate with the "Notice of Privacy Practices" that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

B. Covered Entity shall provide Business Associate with notice of any changes to, revocation of, or permission by an Individual to Use or Disclose PHI, including, without limitation, any authorization, if such changes affect Business Associate's permitted Uses or Disclosures, as soon as Covered Entity receives or becomes aware of such changes to or revocation of permission.

C. Covered Entity shall not agree to any restriction to the Use or Disclosure of PHI that would impact Business Associate except upon written consent of Business Associate unless consent to such restriction is required by applicable law, in which event Covered Entity shall provide immediate notice to Business Associate.

D. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity or that would otherwise violate the HIPAA Rules, this Addendum or the Minimum Necessary standards.

13. Termination. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

A. Notify Business Associate of such breach in reasonable detail, and provide thirty (30) days' notice and opportunity for Business Associate to cure the breach or violation, or if cure is not possible, Covered Entity may immediately terminate this Agreement; or

B. If neither termination nor cure is feasible, following prior, reasonable notice to Business Associate, Covered Entity shall report the violation to the Secretary.

14. Responsibilities upon Termination.

A. Return of PHI; Destruction. Within thirty (30) days of termination of this Agreement, if feasible Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity which Business Associate maintains in any form or format, and Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, Business Associate may, upon Covered Entity's written consent, destroy all such PHI and provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all agents or subcontractors of Business Associate. Business Associate will be responsible for recovering, and likewise returning to Covered Entity or destroying, any PHI from such agents or subcontractors. If Business Associate cannot obtain the PHI from any agent or subcontractor, Business Associate will so notify Covered Entity and will require that such agents or subcontractors directly return PHI to Covered Entity or otherwise destroy such PHI, subject to the terms of this Section.

B. Alternative Measures. If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity of such infeasibility within ten (10) business days of the effective date of termination of this Agreement along with reason why such return or destruction is infeasible. Business Associate agrees to extend all protections, limitations and restrictions of this Agreement to Business Associate's use or disclosure of PHI retained after termination of this Agreement, and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protections, limitations and restrictions will apply to any agents or subcontractors of Business Associate for whom return or destruction of PHI is determined by Covered Entity to be infeasible.

15. Business Associate Books and Records. Business Associate will make its internal practices, books and records on the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards and any other provisions of HIPAA and HIPAA regulations. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

16. Notices. Any notices required under this Agreement will be sent to the parties at the addresses set forth on the signature page below, by first class mail, fax or hand-delivery, which either party can change by written notice that complies with this Section 16.

17. Integration with Service Agreement. To the extent any provision of this Agreement is inconsistent with any provision in the Service Agreement, the terms of this Agreement shall govern and control in all respects.

18. Change in Law. The parties agree to promptly amend this Agreement to the extent changes in laws addressing the privacy or security of PHI impose new or different rights and obligations on covered entities and business associates.

19. Miscellaneous.

A. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

B. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

C. Governing Law. To the extent this Agreement is not governed exclusively by HIPAA or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

D. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

E. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

F. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

G. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other party who signed this Agreement or the person currently serving in that representative's position with the other party.

H. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the parties concerning the use and disclosure of PHI and the parties' obligations with respect thereto, the terms of this Agreement shall control.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

EFFECTIVE DATE: May 17, 2024.

COVERED ENTITY:

Monroe County Government, Indiana

By: _____

Title: _____

Address for Notices: _____

BUSINESS ASSOCIATE:

Proactive MD Management Services, LLC

By: _____

Title: _____

Address for Notices: 124 Allawood Ct., Simpsonville, SC 29681
Attn: Chief Legal Officer & General Counsel

PROJECT IMPLEMENTATION COMMITMENT

This Project Implementation Commitment (this "**Agreement**") is entered into by Service Provider and Client (together, the "**Parties**") on the Effective Date (as each such term is identified in the signature page below).

WHEREAS, Client desires to engage Service Provider to provide primary care medical services to Client's eligible health plan members (the "**Engagement**"), and the Parties intend in good faith to mutually negotiate such Engagement and then enter into written, definitive agreement with respect to the Engagement to be executed and delivered by authorized representatives of Service Provider and Client (the "**Definitive Agreement**"); and

WHEREAS, prior to execution and delivery of the Definitive Agreement, the Parties agree to have Service Provider commence performance of certain Implementation Activities for Client, on the terms and conditions set forth herein. "**Implementation Activities**" mean certain planning, purchasing, setup, configuration, recruiting, travel, and other activities as Service Provider believes, in its commercially reasonable discretion after consultation with the Client, that are necessary or desirable for a successful Engagement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows with respect to Implementation Activities:

1. Recitals; Payments. The recitals to this Agreement are incorporated by this reference as if fully set forth herein.
2. Service Provider's Commitments. After the Effective Date, Service Provider shall:
 - a. conduct Implementation Activities. Client understands and agrees that Implementation Activities may be performed by an affiliate, contractor, sub-contractor, or other agent of Service Provider.
 - b. submit to Client the following; all amounts are in U.S. dollars:
 - i. an invoice in the fixed sum of Forty-Two Thousand Dollars (\$42,000) (the "**Implementation Fee**"), payable by Client as follows: (A) 50% of the Implementation Fee shall be due upon Client's receipt of such invoice; (B) the remaining 50% of the Implementation Fee shall be due within 60 days of the date of such invoice;
 - ii. a good faith estimate ("**Initial Budget Estimate**") of Service Provider's anticipated reimbursable expenses to be incurred in connection with the Implementation Activities which are not included in the Implementation Fee. "**Reimbursable Expenses**" are Service Provider's out-of-pocket costs and expenses related to the procurement of equipment, technologies, furnishings, supplies, medications, and other items in connection with Implementation Activities. Client will not incur non-budgeted Reimbursable Expenses absent Client's consent; and
 - iii. an invoice in a sum equal to 25% of the total Initial Budget Estimate, which shall be payable by Client within 30 days of the date of such invoice.
 - c. As Implementation Activities are performed after the Effective Date, Service Provider shall submit to Client periodic invoices in arrears for Reimbursable Expenses incurred by Service Provider, which shall apply a credit in the amount of Client's payment pursuant to Section 2(b)(iii) against such invoices until such credit has been exhausted.
3. Client's Commitments. After the Effective Date, Client shall:
 - a. exercise its good faith best efforts to collaborate with Service Provider, including, without limitation, promptly responding to requests for approvals and further information as Service Provider may reasonably request.
 - b. Pay all invoices from Service Provider when due.

Client agrees that: (i) Service Provider shall not be responsible for any indirect damages sustained by Client arising out of or in connection with this Agreement, including, without limitation, special, incidental, exemplary, punitive, and/or consequential damages of any kind or nature, and (ii) Service Provider's aggregate liability to Client under this Agreement shall not exceed the Implementation Fee, or portion thereof, paid by Client and retained by Service Provider.

4. Definitive Agreement. This Agreement sets forth the Parties' commitments with respect to the Implementation Activities but does not bind either Party to enter into the Definitive Agreement or any other business transaction with respect to the Engagement or otherwise. In the event a Definitive Agreement has not been executed and delivered and either Party notifies the other Party that it is discontinuing efforts towards negotiating the Engagement and entering into a Definitive Agreement, then:

- a. Service Provider will be entitled to retain, or if not yet paid by Client, to collect, an aggregate sum equal to 40% of the full Implementation Fee. If more than 40% of the total Implementation Fee has been paid by Client at such

time, upon full resolution of remaining amounts due pursuant to Section 4(b), Service Provider will refund to Client any amount it has received with respect to the total Implementation Fee in excess of such 40%.

b. To the extent feasible, as determined by Service Provider in its reasonable discretion, Service Provider will attempt to return equipment and supplies purchased during Implementation Activities for "**Refund**." If the aggregate amount incurred by Service Provider with respect to Reimbursable Expenses is greater than the sum of (i) the aggregate net compensation already received by Service Provider via Refund, and (ii) the aggregate prior payments by Client with respect to Reimbursable Expenses (the difference being a **Shortfall**), then upon Service Provider's request therefor, Client shall pay Service Provider a sum equal to the Shortfall upon receipt of invoice. In the event the sum of (i) and (ii) exceed the aggregate amount incurred by Service Provider with respect to Reimbursable Expenses (the difference being an **Excess**), then Service Provider shall return a sum equal to the Excess to Client.

5. Target Opening Date; Facilities. In the event Engagement is delayed beyond the "**Target Opening Date**" indicated below, Service Provider shall exercise its commercially reasonable efforts to adhere thereto, but Service Provider shall not be liable for any losses, damages, costs, or expenses of such a delay, whether foreseeable or unforeseeable. Service Provider assumes no liability related to facilities subject to this Agreement, and Client alone is responsible for losses, damages, costs, or expenses related to facilities subject to this Agreement, including, without limitation, any expenses related to design, construction, security, maintenance, repair, or other similar expenses, whether foreseeable or unforeseeable.

6. Miscellaneous. In the event a purchase order was issued by Client, Client agrees to provide all reasonably requested information to Service Provider with respect to purchase order requirements (if any) within 10 days of the Effective Date. This Agreement constitutes the entire and exclusive agreement among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, including those contained in any Client-provided purchase orders, and Client acknowledges it has not relied on any statement given by or on behalf of the Service Provider not set forth herein. Any reference to a purchase order or similar documentation is solely for the Client's convenience in record keeping, and no such reference or the provision of Implementation Services by Service Provider shall be deemed an acceptance or agreement to any terms or conditions contained in such documentation, which shall be of no force and effect. No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties. This Agreement shall be construed in accordance with and governed by the Law of the State of Indiana, without regard to the conflicts of law rules of such state. If any provision of the Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This Agreement may be executed in multiple counterparts, including by facsimile or electronic signature, each of which shall be deemed an original but all of which together constitute one and the same instrument.

Client Contact Information for Legal and Clinic Operation Purposes.

Client Name:

Attention Of (if applicable):

Department (if applicable):

Street Address:

City, State, ZIP:

Client Contact Information for Accounting and Payment Purposes.

Attention Of (if applicable):

Email address:

Phone number:

Street Address:

City, State, ZIP:

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date below.

EFFECTIVE DATE: May 17, 2024.

TARGET OPENING DATE: August 1, 2024.

“SERVICE PROVIDER”

PROACTIVE MSO, LLC

By: _____

Name: _____

Title: _____

“CLIENT”

MONROE COUNTY GOVERNMENT, INDIANA

By: _____

Name: _____

Title: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard **05/29/24**

Formal ☒

Work session ☐

Department **Technical Services**

Title to appear on Agenda: **Matrix Integration for Health Building
Access Gate re-wire**

Vendor # **003244**

Executive Summary:

The initial quote from Matrix approved at the May 15th Board of Commissioners meeting was sent to us in error. Matrix has since re-quoted the scope of work. Original description of work from the Executive Summary remains unchanged.

The under ground communications wiring that allows the entry gate at the Health building to communicate with the access controls software has failed. This has resulted in our inability to add/remove users from access or remotely control the gate with the access program.

This request is to approve the quote provided by Matrix Integrations to run new communications wiring from the switch closet located on the ground floor of the building to the gate controller located on the N.E exterior.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$1,111.50

Presenter: **Greg Crohn**

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:

To: Monroe County Government Greg Crohn 119 West 7th Street Bloomington, IN 47404	Price: \$ 1,111.50	DATE: May 23, 2024
	Payment Terms: Net 30 Days	O: 800-264-1550
		Direct: 812-481-5111
		Presented by: Mariah Obermeier
Health Building Cabling	Purchase Order #: _____ Authorized Signature: _____ Title: _____ Date: _____	
Proposal: 82823		
Comments:	Any changes to this quotation must be supported in writing by having an authorized representative of your firm sign a change order detailing the deviations. Please sign and return a copy, in person or via email, acknowledging your acceptance of this proposed installation.	

Executive summary

Monroe County Government (Client) has damaged cabling to its outside parking lot gate. This proposal replaces the damaged cabling with silicon-sheathed cable reinforced by flex pipe, designed to withstand outdoor use.

Scope of work

Matrix responsibilities:

- Dig out damaged cable.
- Add new flex pipe in trench as needed, using new Cat6 cable, and cover.
- Terminate and test.

Client responsibilities:

- Provide access to basement for cable pull through wall (key needed).

Deliverables

- 25 feet VersaLAN Indoor/Outdoor Cat 6 cable
- 02 x RJ45
- 25 feet flex pipe

Project constraints & assumptions

- Work is to be performed during regular business hours. Labor costs are based upon a normal 8–5 weekday schedule and do not include any overtime, weekend or holiday labor.

- Matrix cannot be responsible for purchasing, installing, or configuring any new software or equipment not explicitly listed as being provided by Matrix.
- Any services not expressly detailed in the Statement of Work/Deliverables section will be performed on a Move-Add-Change (MAC) basis and will be billed at Matrix Integration's prevailing rates for services requested. On-site Matrix Integration field engineers are not authorized to accept MAC requests. All MAC requests must be made in writing or via email to the project manager that is assigned to your project upon customer acceptance of terms.
- Matrix Integration cannot be responsible for delays or circumstances caused by Acts of God, equipment or software unavailability/incompatibility, or third parties not under the complete fiscal control of Matrix Integration.
- Client to provide timely access to internal experts for critical information.
- Client to provide required space for new equipment, either in a rack, platform, table or shelf.
- Timely completion of your project is very important to us. Upon assignment of a project manager, we may request usernames/passwords, contact information for the project, and any additional information as required to complete the stated goals of this project. Additionally, completion of this project may from time to time require timely access to key members of your team. Matrix will make every effort to minimize disruptions to your normal workflow in these instances.
- Client to provide adequate workspace and environment for implementation, including access to the working environment. Equipment closet environment must conform to state and local codes, including but not limited to appropriate core earth ground.
- Unless otherwise identified within this proposal, the Client will be responsible for the disposal of all packaging materials and abatement of any relevant equipment.
- Matrix may require that the Client complete a network worksheet to provide information vital to the successful completion of the project. If the necessary information is not provided in a timely manner, Matrix reserves the right to delay the project schedule accordingly.
- Client will adhere to Matrix Integration, LLC Terms & Conditions (see attached).

Investment summary: See first page for authorized signature.

Equipment and software	\$ 151.50
Professional services	\$ 960.00
Total project investment	\$ 1,111.50

All Client-accepted quotes and proposals are subject to credit approval prior to processing.

This proposal does not include applicable taxes, credit card fees, or freight.

Matrix Integration reserves the right to adjust the professional services labor price if this proposal is not accepted within 30 days.

Matrix Integration reserves the right to cancel orders arising from errors, inaccuracies, or omissions.

TERMS & CONDITIONS

GENERAL TERMS:

Matrix Integration LLC (in future reference will be referred to as **"Matrix"**.) This agreement provides the services of "Matrix" employees in support of the client's data and voice systems. "Matrix" will make every reasonable effort to advise the client about required procedures and probable outcomes, in accordance with the most prudent and professional practices. However, this agreement *does not* provide or guarantee any specific outcomes of services provided.

CLIENT RESPONSIBILITY FOR DATA:

Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that "Matrix" employees or agents are to be held blameless in the event of the loss of data.

LIMITATIONS OF LIABILITY:

In providing these services, "Matrix" shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. "MATRIX" shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages; or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

"Matrix" or "Matrix" service agent's liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall "Matrix" or "Matrix" service agents be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of client for such damages.

EXCLUSIVITY OF THIS AGREEMENT:

This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

NON-SOLICIT/NON-HIRE AGREEMENT:

The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any "Matrix" personnel during the course of this agreement or



renewal or extension of this agreement and for a period of one (1) year after the conclusion of this agreement. If customer breaches this provision, during the term of the agreement or during the one (1) year period following its expiration, customer agrees to pay Matrix Integration fifteen-thousand dollars (\$15,000) or 20% of the existing employee's salary; whichever is higher, at the time of such breach. Customer agrees that the damages caused to Matrix Integration for a breach of this provision would be difficult to calculate and prove, and that the sum to be paid in the event of a breach is not a penalty, but is a fair and reasonable approximation of the foreseeable damages that Matrix Integration will suffer as a result of the breach.

MERCHANDISE RETURNS / EXCHANGE POLICIES:

"Matrix" provides a 10 (calendar) day return policy based on delivery date. A 15% restocking fee will be applied on any returned item. Returned equipment must be in new, resalable condition and include original boxes, shrink-wrapped documentation and system software. **Any return of merchandise must be accompanied by an RMA # provided by "Matrix".** There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software company guarantees satisfaction of their product, it will be the client's responsibility to seek a refund directly with that company if not satisfied. **"Matrix" does not support money-back guarantees on software.**

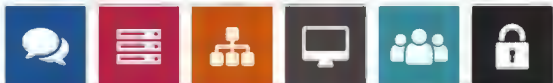
"Matrix" will exchange an item purchased from "Matrix" only if that item is found to have been defective, as determined by "Matrix", at time of purchase. This will not apply if the item was purchased by the customer with the following notation: AS IS, NO WARRANTY, or any notation that implies the same. The customer must provide the invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer's warranty. In this case, any repairs would be classified as out-of-warranty resulting in the client being charged for normal service rates and replacement parts. **"Matrix" makes no warranty as to the suitability of the client's work environment for the use of microcomputers or telephone equipment.** Environmental problems will be treated and charged as normal service calls. **"Matrix" assumes no responsibility as to the protection, suitability and/or integrity of the client's data. It is the client's responsibility to back up data regularly.**

PRODUCT WARRANTY:

"Matrix" takes no responsibility for manufacturer's warranties. It is the client's responsibility to initiate warranty services with the manufacturer. "Matrix" may, at the client's request, act as referral agent for warranty related adjustments, repairs, or exchanges, as required by the manufacturer, during the period of the manufacturer's warranty. Any cost that "Matrix" incurs while acting as said agent, shall be the obligation of the client. **"Matrix" may, at any time, elect not to act as said agent.**

FINANCIAL RESPONSIBILITY:

"Matrix" will hold title and property to all materials and work performed until the client makes payment in full for goods and services. In regard to open accounts, lease and sales contracts, property and title shall vest in the customer, only when all monies owed by said customer have been verified by "Matrix" as having been paid to "Matrix" in full. If payment due is not received in full by the designated due date, signatory customer or customer designate agrees to pay a service charge of 1 3/4% per month, calculated daily on full amount owing, starting from the first day after said due date. **"Matrix" shall have the right to begin legal action against customer for the payment of the entire amount(s) due.** Signatory, customer, or customer designate agrees to pay any and all reasonable attorney fees incurred by "Matrix" to enforce the collection of said monies plus service charges. **If suit is begun, signatory, customer designate agrees to pay all court costs and attorney's fees.** Returned checks will result in a \$25.00 service fee.





Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1946245
Date	23-May-2024

Quote

Ship To :
Greg Crohn
County Of Monroe
100 W 7TH ST
STE 300
BLOOMINGTON, IN 47404

Bill To:
Greg Crohn
County Of Monroe
119 W 7TH ST
RM 22
BLOOMINGTON IN
47404

Quote Prepared For	Greg Crohn County Of Monroe Phone: (812) 349-2522 Email: gcrohn@co.monroe.in.us
Quote Sent By	Dhruv Narang dhruv.narang@softchoice.com Phone: (312) 300-3854 Fax:
Comments	

Item #	Mfg SKU #	Description	Qty	Unit Price	Extended Price
2000400489		Adobe renewal orders cannot be processed until 30 days prior to anniversary date. Any changes to the counts on your portal between now and that period will require a new quote to be generated and make this quote invalid.			
2000720090	65324170BC06A12	Adobe Acrobat Pro for enterprise - Subscription Renewal - 1 user	125	\$174.96	\$21,870.00
SUBTOTAL					\$21,870.00

	DELIVERY: Ground - 3 to 5 days	\$0.00
	State Tax	\$0.00
All currency in this quote is in (USD).	TOTAL	\$21,870.00

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

<https://www.softchoice.com/softchoice-terms-and-conditions-for-products>



Monroe County Board of Commissioners Agenda Request Form

Date to be heard **05/29/24**

Formal ☒

Work session ☐

Department **Probation**

Title to appear on Agenda: **Addendum to Agreement Between The Warehouse and Monroe Circuit Court Probation Department**

Vendor # **022321**

Executive Summary:

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

The Warehouse and Probation Department entered into an agreement to provide youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities.

The Warehouse and Monroe County entered into an Addendum to the Agreement for services signed on March 6, 2024. This Agreement provided that the total amount paid to the Warehouse shall not exceed \$14,500.00 without further written approval by the Commissioners in the same manner that this agreement was approved.

This Addendum provides that the Warehouse may purchase recreational and supply items in addition to the mentorship programming. The Warehouse shall not exceed \$14,500 between the mentorship programming and the purchasing of recreational and supply items without further written approval by the Commissioners in the same manner that this Agreement was approved.

Fund Name(s):

JDAI Programming
JDAI Performance Bonus Grant

Fund Number(s):

9145
9146

Amount(s)

NTE \$7,250
NTE \$7,250

Presenter: **Christine McAfee**

Speaker(s) for Zoom purposes:

Name(s)

Christine McAfee

Phone Number(s)

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

Attorney who reviewed: **Turner-King, Molly**

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

IDOC (State Funded Grant)

Request completed by:

Anthony Williams, DCPO

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

ITEM	NUMBER	PRICE	TOTAL
Vaccum	1	\$149.99	\$149.99
Resistance Bands	2	\$29.99	\$59.98
Barbell Clamps	3	\$9.99	\$29.97
Fly Machine	1	\$329.99	\$329.99
Scrub Brush	10	\$9.97	\$99.70
Olympic Bench	1	\$270.98	\$270.98
PAMI Steel Wool Scrubbers	4	\$6.99	\$27.96
Rubber Weight Plate	1	\$379.99	\$379.99
Workout Sandbag	1	\$99.99	\$99.99
Billiard Balls Pool Balls	2	\$39.98	\$79.96
Tricep Rope	1	\$28.99	\$28.99
14 Pack Soccer Balls	1	\$8.85	\$8.85
Air Hockey Pushers	4	\$13.99	\$55.96
Athlite Pinnies	2	\$24.99	\$49.98
12 pinnies	2	\$24.99	\$49.98
Equipment Storage Container	4	\$49.99	\$199.96
Broom and Dustpan	3	\$21.35	\$64.05
Commercial Dry Mop	2	\$31.58	\$63.16
Extra Thick Gymnastic Mats	4	\$104.99	\$419.96
Wood Grain Filler	1	\$54.99	\$54.99
Outdoor Tennis Net Set	4	\$38.45	\$153.80
Ping Pong Paddles	8	\$15.99	\$127.92
Walkie talkies	2	\$119.98	\$239.96
TOTAL			\$3,096.05

ADDENDUM TO AGREEMENT FOR SERVICES FOR WAREHOUSE

This Addendum, consisting of three (3) pages, is to amend the Agreement for Services made and entered into between The Warehouse and Monroe Circuit Court Probation Department (hereafter “**Probation**”) and the Monroe County Board of Commissioners (hereafter “**Commissioners**”). Probation and Commissioners for purposes of the Addendum will **collectively be referred to as “Monroe County.”** The parties acknowledge that this Addendum is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

The Warehouse and Monroe County mutually agree as follows:

1. The Warehouse and Monroe County entered into an Agreement for services signed on June 29, 2023. This Agreement provided that:
 - a. Warehouse shall provide supervised mentorship programming from the date of execution of the Agreement to June 30, 2024. The programming will be provided in accordance with a schedule and hourly rates as outlined by the Agreement.
 - b. The total amount paid to the Warehouse shall not exceed \$7,250.00 without further written approval by the Commissioners in the same manner that the Agreement was approved.
2. The Warehouse and Monroe County entered into an Addendum to the Agreement for services signed on March 6, 2024. This Agreement provided that the total amount paid to the Warehouse shall not exceed \$14,500.00 without further written approval by the Commissioners in the same manner that this agreement was approved.
3. This Addendum expands the scope of services and shall provide that the Warehouse may purchase recreational/sports equipment and supply items to be used in connection with and in addition to the mentorship programming. Recreational/sports equipment and supply items to be purchased by the Warehouse may include but are **not limited to those listed in Exhibit “A”, consisting of one (1) page and that is which** is attached, incorporated herein and made part of this Addendum. The Warehouse total amount to be paid to the Warehouse shall not exceed \$14,500 without further written approval by the Commissioners in the same manner that this Agreement was approved. The amount to be paid to the Warehouse shall be payment for provided mentorship programming and/or to provide for the cost of recreational and supply items purchased.
 - a. The Warehouse shall submit invoices for any and all recreational/sports equipment and supply items purchased in the same manner as invoices for mentorship programming. Invoices can be submitted to Christine McAfee, Monroe County Probation Officer at cmcafee@co.monroe.in.us and/or 405 West 7th Street, Suite 2, Bloomington, Indiana 47404. Probation will render payment for recreational and supply items in a timely manner.

Both parties herein recognize the payment is contingent on continued receipt of the Juvenile Detention Alternative Initiative grant funding and is subject to approval and appropriation of the Monroe County Council and the Monroe County claims process.

- b.** All recreational/sports equipment and supply item purchases must be made in compliance with the JDAI grant. Any items exceeding a value of \$500 in cost will be considered equipment and will need to be inventoried in accordance with the grant requirements.
- 4. Effect of Addendum.** Except as specifically changed or altered by this Addendum, the referenced Agreement remains in full force and effect and without other revisions. This Addendum shall be attached to the Agreement, incorporated herein, and is made a part of the Agreement.
- 5. Entirety of Addendum.** This Addendum, consisting of two (2) pages constitutes the entirety of the amendment between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

THEREFORE, it is agreed as follows:

The scope of services to be provided by the Warehouse shall be expanded to allow for the purchases of recreational and supply items by the Warehouse and The Warehouse shall submit claims for supplies in the manner described herein. The total amount paid to the Warehouse for both invoices for services and supplies shall not exceed the amount of \$14,500, unless changed by mutual consent of the parties by written addendum to the respective Agreement.

(remainder of page left blank intentionally).

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

APPROVED BY:

David Weil, CEO, The Warehouse

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2024, pursuant to Monroe County Code
Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard **05/29/24**

Formal ☒

Work session ☐

Department **Probation**

Title to appear on Agenda: **Addendum to Agreement Between Family Solutions and Monroe Circuit Court Probation Department**

Vendor # **004554**

Executive Summary:

The Monroe Circuit Court received \$55,000 in annual programming grant funding (2023-2024) from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Additionally, the court received a performance bonus grant in the amount of \$62,042 to be utilized until June 30, 2024.

The Monroe Circuit Court Probation Department ("Probation") recognized the need for effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors. The intent of this project is to provide youth and families in the community The Parent Project services in collaboration with local partner Family Solutions.

This Addendum allows Family Solutions to utilize additional staff to facilitate the Parent Project as needed.

Additionally, this addendum will allow for expansion of transportation assistance gift cards in recognition of accomplishments made throughout the series.

The total amount paid to Family Solutions shall not exceed \$10,335.00 for the term of this Agreement and it is being paid from 100% grant funding.

Fund Name(s):

Fund Number(s):

Amount(s)

JDAI Performance Grant

9146

\$10,335.00

Presenter: **Christine McAfee**

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Christine McAfee

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

Attorney who reviewed:

Turner-King, Molly

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

IDOC (State Funded Grant)

Request completed by:

Anthony Williams, DCPO

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

ADDENDUM TO AGREEMENT FOR SERVICES FOR FAMILY SOLUTIONS

This Addendum, consisting of three (3) pages, is to amend the Agreement for Services made and entered into between Family Solutions and Monroe Circuit Court Probation Department (hereafter, “**Probation**”) and the Monroe County Board of Commissioners (hereafter “**Commissioners**”). Probation and Commissioners for purposes of the Addendum will collectively be referred to as “**Monroe County**.” The parties acknowledge that this Addendum is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

Family Solutions and Monroe County mutually agree as follows:

- 1.** Family Solutions and Monroe County entered into an Agreement for services signed on April 24, 2024. This Agreement provided:
 - a.** Family Solutions agrees to provide The Parent Project curriculum to youth and families in the community beginning April 24, 2024 and continuing each week for ten (10) weeks. The Parent Project is a curriculum designed to provide education and support for parents/caregivers of strong-willed children, ages 11-17.
 - b.** Probation agrees to provide funding to Family Solutions to provide The Parent Project at no cost to families participating in the service. As part of the service, Family Solutions will provide curriculum guides and a meal to participants during each session. Participants will also be provided incentives for each session attended to be arranged with Probation.
 - c.** Family Solutions agrees to provide invoices to Probation for services rendered on a quarterly basis. Invoices must be submitted in accordance with section 6 of the Agreement.
 - d.** Family Solutions agrees to submit progress reports to Probation on a quarterly basis and a final report at the conclusion of the grant year and/or as requested in a manner mutually agreed upon by the parties.
 - e.** Family Solutions shall submit invoices to Probation on a monthly basis. Family Solutions will receive payment for services rendered on a monthly basis. The total amount paid to Family Solutions shall not exceed \$8,335.00 for the term of this Agreement without further written approval by Monroe County.
- 2.** Pursuant to the Agreement, Family Solutions has exclusive control over the means, methods, and details of fulfilling this Agreement. This includes identifying the number of necessary staff needed to execute the identified expectations and responsibilities of Family Solutions. This Addendum shall allow Family Solutions to utilize additional staff to facilitate the Parent Project, if Family Solutions identifies the need to do so in order to fulfill their responsibilities outlined in the Agreement.

3. This addendum will allow for expansion of incentives provided to participants who attend sessions. The incentives to be provided to a participant may now include transportation assistance gift cards which can be provided to a participant in recognition of the individual accomplishments made by the participant throughout the series. Gift cards shall be maintained and/or distributed in accordance with any grant regulations and adopted policy by Probation.
4. This Addendum shall provide that the total amount paid to the Family Solutions shall not exceed ten thousand three hundred and thirty-five 00/100 dollars (\$10,335.00), without further written approval by the Commissioners in the same manner that this Agreement was approved. The total amount to be paid to Family Solutions shall include the additional cost for staff and transportation incentives as referenced above. Family Solutions shall invoice Probation for the additional services outlined herein this Addendum in the same manner as outlined in Section 6 of the Agreement.
5. **Effect of Addendum.** Except as specifically changed or altered by this Addendum, the referenced Agreement remains in full force and effect and without other revisions. This Addendum shall be attached to the Agreement, incorporated herein, and is made a part of the Agreement.
6. **Entirety of Addendum.** This Addendum, consisting of three (3) pages constitutes the entirety of the amendment between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

THEREFORE, it is agreed as follows:

The Addendum shall expand the scope of services outlined in the Agreement and shall now include authorization for Family Solutions to utilize additional staff in the execution of this Agreement and the providence of transportation incentives to participants. The total amount paid to Family Solutions outlined in the Agreement for Services referenced above shall be increased by \$2,000. The new total amount to be paid to Family Solutions shall not exceed ten thousand three hundred and thirty-five 00/100 dollars (\$10,335.00), unless changed by mutual consent of the parties by written addendum to the respective Agreement.

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

APPROVED BY:

Nancy Hughes, CEO, Family Solutions

Date

Judge, Monroe Circuit Court

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2024, pursuant to Monroe County Code
Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard **05/29/24**

Formal ☒

Work session ☐

Department **Probation**

Title to appear on Agenda: **Addendum to Agreement Between People and Animals Learning Services (PALS) and Monroe Circuit Court Probation Department**

Vendor # **022687**

Executive Summary:

The Monroe Circuit Court received \$62,042 in a performance bonus grant to be utilized by June 30, 2024 from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County.

Part of the funding from the grant goes toward funding opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

This Addendum allows People and Animals Learning Services (PALS) to extend programming through June 30, 2004, with eight (8) additional sessions. PALS will receive an additional payment for the sessions that shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved.

Additionally, this Addendum shall allow PALS to purchase items needed to support community-based programming, including recognition and celebration items, that shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved.

Fund Name(s):

Fund Number(s):

Amount(s)

JDAI Performance Grant

9146

NTE \$4,000

Presenter: **Christine McAfee**

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Christine McAfee

812-349-2645

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

Attorney who reviewed: **Turner-King, Molly**

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

IDOC (State Funded Grant)

Request completed by:

Anthony Williams, DCPO

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

ADDENDUM TO AGREEMENT FOR SERVICES FOR PEOPLE AND ANIMALS LEARNING SERVICES

This Addendum, consisting of four (4) pages, is to amend the Agreement for Services made and entered into between People and Animals Learning Services (hereafter “PALS”), and Monroe Circuit Court Probation Department (hereafter, “Probation”) and the Monroe County Board of Commissioners (hereafter “Commissioners”). Probation and Commissioners for purposes of the Addendum will collectively be referred to as “Monroe County.” The parties acknowledge that this Addendum is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

PALS and Monroe County mutually agree as follows:

1. An Agreement for Services between PALS and Monroe County was approved on March 6, 2024 by the Commissioners and amended and signed on March 27, 2024. Pursuant to the Agreement for Services:
 - a. PALS agrees to provide 12 weekly sessions (lessons, classes, or groups) for up to ten (10) participants (youth and/or families) facilitated by up to two (2) staff members per session. PALS agrees that the sessions will be facilitated by staff members who are Professional Association of Therapeutic Horsemanship (PATH) certified instructors and PATH Equine Specialists in Mental Health and Learning (ESHML).
 - b. PALS will provide instruction based on lesson plans that focuses upon an initial classroom instruction based upon a horse-related topic and ties into the groundwork for each lesson. The group lesson will then focus upon grooming and groundwork that connects the participants with horses to establish the human horse bond.
 - c. PALS’ instruction will incorporate the Equipt curriculum which will focus upon the following topics:
 - (1) Caring for Another/Horse markings;
 - (2) Trust/horse colors;
 - (3) Patience/horse behavior;
 - (4) Trust from Others/horse body parts;
 - (5) Approaching Problems/horse feelings;
 - (6) Body Language/herd behavior;
 - (7) Being Present; andFear.
 - d. PALS agrees to provide unmounted therapeutic programs with horses that is structured to accomplish the following objectives:
 - (1) Promote joy, quality of life, better health, and empowerment.
 - (2) Provide new and enriching services to participants in an environment that is caring, safe, and challenging.

- (3) Provide participants the opportunity to learn how to build trusting relationships, control impulses, and receive and reflect upon immediate feedback from horse(s) thus learning more about themselves and how their actions affect others.
 - (4) Provide participants the opportunity to reach their highest potential by fostering growth, self-confidence, and individual achievements.
- e. PALS agrees to provide invoices to Probation for lessons, classes, or groups rendered on a quarterly basis.
 - f. PALS agrees to submit progress reports to Probation on a quarterly basis and a final report at the conclusion of the grant year and/or as requested in a manner mutually agreed upon by the parties.
 - g. PALS will receive payment for services rendered at a rate of \$250 per session. The total amount paid to PALS shall not exceed \$3,000.00 for the term of this Agreement without further written approval by Monroe County.
- 2. Expansion of Scope of Services:** This Addendum shall allow PALS to extend programming beyond the twelve (12) weekly sessions. Parties agree this Addendum authorizes PALS to provide and that PALS agrees to provide an additional eight (8) additional sessions. For the added eight (8) sessions, PALS will receive an additional payment for these sessions that shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved.
- a. This Addendum shall allow PALS to purchase items needed to support and/or to be used in connection with the community-based programming services rendered by PALS. Items may include but are not limited to recognition and celebration items. The cost of purchases for items needed to support and/or used in connection with the programming shall not exceed \$2,000.00 without further written approval by the Commissioners in the same manner that this Agreement was approved. All purchased items must be made in compliance with the JDAI grant. Any items exceeding a value of \$500 in cost will be considered equipment and will need to be inventoried in accordance with the grant requirements.
- 3. Adjustment of Price.** Pursuant to the Agreement, the total amount paid to PALS shall not exceed three thousand dollars 00/100 (\$3,000) for the term of the Agreement without further approval by Monroe County. This Addendum shall increase the not to exceed amount to be paid to PALS by four thousand 00/100 dollars (\$4,000). Pursuant to this Addendum the total amount paid to PALS (which shall include the additional services referenced herein) shall not exceed seven thousand dollars 00/100 (\$7,000) without further approval by Monroe County in the same manner that the Agreement and Addendum was approved.

4. **Effect of Addendum.** Except as specifically changed or altered by this Addendum, the referenced Agreement remains in full force and effect and without other revisions. This Addendum shall be attached to the Agreement, incorporated herein, and is made a part of the Agreement.
5. **Entirety of Addendum.** This Addendum, consisting of four (4) pages constitutes the entirety of the amendment between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

THEREFORE, it is agreed as follows:

The Addendum shall expand the scope of services outlined in the Agreement and shall now include Monroe County authorizing PALS to and PALS agreeing to provide an additional eight (8) sessions beyond the twelve (12) weekly sessions agreed upon in the Agreement. The total amount paid to PALS outlined in the Agreement for Services referenced above shall be increased by four thousand 00/100 dollars (\$4,000). The new total amount to be paid to PALS shall not exceed seven thousand dollars 00/100 (\$7,000) unless changed by mutual consent of the parties by written addendum to the respective Agreement approval by Monroe County in the same manner that the Agreement and Addendum was approved.

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

APPROVED BY:

Executive Director, PALS

Date

Judge, Monroe Circuit Court

Date

(remainder of page left blank intentionally).

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2024, pursuant to Monroe County Code
Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Brienne Gregory, 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 awarded the projects for the Community Crossing Matching Grant Projects in April 2024. We are now needing to finalize the project award with the joint contract per INDOT new specifications.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway and County General"/>	<input type="text" value="1176 and 1000"/>	<input type="text" value="\$2,769,356.50"/>

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:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency	<input type="text" value="INDOT"/>	Federal Program	<input type="text" value="CCMG"/>
CFDA#	<input type="text"/>	Federal Award Number and Year (or other ID)	<input type="text"/>
Pass Through Entity:	<input type="text"/>		
Request completed by:	<input type="text"/>		

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

**AGREEMENT BETWEEN MONROE COUNTY BOARD OF
COMMISSIONERS AND MILESTONE, CONTRACTORS, L.P.
FOR**

**COMMUNITY CROSSING MATCHING
GRANT PAVING PROJECTS**

THIS AGREEMENT, made and entered into by and between THE MONROE COUNTY BOARD OF COMMISSIONERS, as party of the first part, hereinafter called The "Owner", and Milestone Contractors, LP, as party of the second part, hereinafter called the "CONTRACTOR". WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the CONTRACTOR to furnish all materials, equipment and labor necessary and to fully construct the work designated as follows: Resurfacing of various roadways throughout Monroe County, according to plans, General Provisions, and Special Provisions as set out or referred to in the CONTRACTOR's attached proposal, and hereby agrees to pay the CONTRACTOR therefore, for the actual amount of work done and materials in place as agreed to by the Engineer. **(MORE PARTICULARLY DESCRIBED IN ATTACHMENT A; PUB 96 AND BID DOCUMENTS).**

Said work shall be completed according to the terms of the Contract within Ninety (90) calendar days after written notice to proceed by the Owner, unless said time is extended in writing by the Owner, and any extension of time granted shall in no way affect the duties, liabilities and obligations of the CONTRACTOR or his sureties.

IT IS FURTHER MUTUALLY AGREED:

That the accompanying proposal of the CONTRACTOR, together with the drawings, General Provisions and Special Provisions therefore, herein designated and referred to are hereby made a part of the Contract, the same as if herein fully set forth; and

That the Contract amounts may be paid to the CONTRACTOR upon progress estimates of completed work, prepared by the ENGINEER, in any amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the CONTRACTOR for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of this Contract, and which estimates shall be subject to the provisions of the General Provisions made a part hereof; and

That before any final estimate is paid to the CONTRACTOR he shall furnish receipts for all debts incurred in the prosecution of such work; or satisfactory evidence and assurance that the same have been paid: or shall consent to cover any such indebtedness, which sums may be held until such indebtedness is settled, or until the expiration of eighteen months, or until the conclusion of any litigation in relation thereto filed with such period: and That no monies due on this final estimate shall be paid until the work is fully and completely accepted as provided in the General Provisions, nor until at least thirty days after the last work and labor were performed and the last material furnished.

The following additional provisions are applicable to this contract:

1. The right is reserved for the SUPERINTENDENT to increase or decrease any or all of the quantities of work, or to omit any of them as he may deem necessary except as provided hereinafter under the heading "Increased or Decreased Quantities of Work."
2. INCREASED OR DECREASED QUANTITIES OF WORK
See Standard Specifications
3. EXTRA WORK
The right is reserved by the Owner without impairing the contract, to order the performance of such extra work, of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract.
4. PAYMENT FOR INCREASED OR DECREASED QUANTITIES OF EXTRA WORK
Increased or Decreased Quantities of Work or Extra Work that may be required in complete performance of this Contract shall be paid for by change order prepared by the SUPERINTENDENT and approved by the Owner in writing.
Unit prices, as stated in the proposal form and made a part of the Contract, shall constitute the basis for preparing the cost of such change orders. If the requirements of the change order do not include items listed in the proposal, then an amount agreed upon by the CONTRACTOR, the SUPERINTENDENT and the Owner for such extra work, shall be the basis of payment for the change order.
5. DISPUTED CLAIMS
If in any case the CONTRACTOR deems extra compensation is due him for work or materials not clearly covered in the contract or not ordered as an extra as defined herein, the CONTRACTOR shall notify the SUPERINTENDENT of his intention to make claim for such extra compensation before he begins the work on which he bases his claim. If such notification is not given, or the SUPERINTENDENT is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR thereby waives the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the SUPERINTENDENT has kept account of the cost as aforesaid, shall not in any way be construed as approving the validity of the claim. The claim must be passed upon by the Owner. In case the claim is found to be just, it shall be allowed and paid as an extra as provided hereinafter under "Extra Work".
6. MEASUREMENT OF QUANTITIES
Pay items, except lump sum quantities, that require measuring for payment shall be measured as per the standard specifications. All measurements shall be documented and submitted to the SUPERINTENDENT for payment.
7. SCOPE OF PAYMENT
The Compensation as herein provided constitutes full payment for:
 - a) The work complete, including all supervision, labor, materials, tools, equipment and incidentals necessary for all work contemplated and embraced under the contract.
 - b) Any loss or damage due to the nature of the work, the action of the elements, strikes or lockouts.
 - c) Accidents to employees or the public, or both.
 - d) Unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work.
 - e) All risks whatsoever connected with the work under the contract until it is accepted by the SUPERINTENDENT.
 - f) All expenses incurred by, or in consequence of, the suspension or discontinuance of the prosecution of the work as herein specified and in completing the work and the whole thereof, including the carrying out of all the requirements of the contract in an acceptable manner according to the plans and specifications.

The payment of any current estimate before final acceptance of the work shall in no way affect the obligation of the CONTRACTOR to repair or renew any defective parts of the construction. The CONTRACTOR's responsibility for all damages due to such defects shall be determined in accordance with "No Waiver of Legal Rights." No monies payable under the contract, nor any portion thereof, shall become due and payable, if the Owner so elects, until the CONTRACTOR shall satisfy the Owner that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith: and the Owner, if it so elects, may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

8. The CONTRACTOR acknowledges receipt of the following addenda which are hereby made a part of this Construction Contract, as fully and effectually as is copies and set out herein in full length:

Addendum Number	Date
<u>1</u>	<u>3/15/24</u>
<u>2</u>	<u>3-20-24</u>
<u>3</u>	<u>3-22-24</u>

9. PARTIAL PAYMENTS

Monthly estimates will be paid for work completed in the previous month, on the following terms: The CONTRACTOR will be paid 90 percent of said estimate, the remaining 10 percent reserved until final completion and acceptance of the improvement.

No allowance will be made for materials received which have not been incorporated in the work.

10. ACCEPTANCE AND FINAL PAYMENT

When in the opinion of the SUPERINTENDENT, the CONTRACTOR shall have completed the work in an acceptable manner in accordance with the terms of the contract, the ENGINEER will prepare a final estimate for the work done and will furnish the CONTRACTOR with a copy of it. Before final acceptance is made, however, the CONTRACTOR shall furnish receipts for all debts incurred in the prosecution of such work, or give satisfactory evidence and assurance to the Owner that they have been paid. The Owner will then certify the balance due to the CONTRACTOR and said certificate will be deemed an acceptance of the work by the Owner.

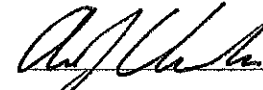
11. Non-discrimination. In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions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

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract. Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.

12. Compliance with Law. Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the

- contractor through the E-Verify program if the E-Verify program no longer exists.
Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien

IN TESTIMONY THEREOF, the CONTRACTOR has hereunto set his hand this
24th day of May, 2024.


AS Chandler, Dir. of Estimating

Subscribed and sworn to before me this _____ day of _____, 20____.

THE MONROE COUNTY
BOARD OF COMMISSIONERS

Julie Thomas
Monroe County Board of Commissioners

Attest:

Penny Githens
Monroe County Board of Commissioners

Brienne Gregory
Monroe County Auditor

Lee Jones
Monroe County Board of Commissioners

PERFORMANCE & PAYMENT BOND FORM

The following performance and payment bond form is suggested for the guidance of sureties and should be executed substantially upon the following form.

KNOW ALL MEN BY THESE PRESENTS, That _____ as principal and _____ as surety, are firmly bound unto The Monroe County Board of Commissioners and the Board of Commissioners of Monroe County, Indiana, in the penal sum of an amount equal to one hundred percent (100%) of the amount of his bid or the contract price, if the proposal is accepted, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators, and assigns, firmly by these presents, this ____ day of _____, 20____.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH That, whereas the principal is herewith submitting a bid and proposal for the resurfacing of various roadways throughout Monroe County in accordance with the plans and specifications approved and adopted by the Monroe County Board of Commissioners, which are made a part of this bond:

NOW THEREFORE, if The Monroe County Board of Commissioners shall award said principal the contract for work and said principal shall promptly enter into a contract with The Monroe County Board of Commissioners for the said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by The Monroe County Board of Commissioners, and according to the time, terms and conditions specified in said contract to be entered into, and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in construction of said work, including labor, service, and materials furnished then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall any wise affect the obligation of such sureties on its bond.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of _____, 20____.

Principal

Surety

State of Indiana, County of _____ ss:

Personally appeared before me _____ as principal and _____ as surety and each acknowledged the execution of the above Bid Bond this ____ day of _____, 20____.

Witness my hand and notarial seal the said last named date:

My Commission expires _____, 20____.

Notary Public

Approved by The Monroe County Board of Commissioners this ____ day of _____, 20____.

Julie Thomas
Monroe County Board of Commissioners

Attest:

Penny Githens
Monroe County Board of Commissioners

Brienne Gregory
Monroe County Auditor

Lee Jones
Monroe County Board of Commissioners

ATTACHMENT A



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: MARCH 27, 2024

1. Governmental Unit (Owner): MONROE COUNTY HIGHWAY DEPARTMENT
2. County: MONROE
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 2024 MONROE COUNTY PAVING PROGRAM- COMMUNITY CROSSINGS

(Governmental Unit) in accordance with plans and specifications prepared by MONROE COUNTY HWY

and dated MARCH 27, 2024 for the sum of

TWO MILLION SEVEN HUNDRED SIXTY NINE THOUSAND THREE HUNDRED FIFTY SIX AND
50/100

\$ \$2,769,356.50

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.

03/26/2024
B20591
*** Brock, Shannon

11:06
MONROE CO HWY 2024 CCMG PAVING
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	MOB DEMOB MT PLEASANT ROAD	1.000	LS	400.00	400.00
2	M O T MT PLEASANT ROAD	1.000	LS	400.00	400.00
3	TACK COAT MT PLEASANT RD	8.000	TN	600.00	4,800.00
4	HMA SURFACE 12.5 MM TYPE B MT PLEASANT	3,699.000	TN	66.25	245,058.75
MT PLEASANT RD (BURMA TO BOTTOM ROAD)					\$250,658.75
5	MOB DEMOB MONROE DAM RD	1.000	LS	1,000.00	1,000.00
6	M O T MONROE DAM RD	1.000	LS	400.00	400.00
7	TACK COAT MONROE DAM RD	13.000	TN	600.00	7,800.00
8	HMA SURFACE 12.5 MM TYPE B MONROE DAM	4,900.000	TN	66.25	324,625.00
9	WHITE 4" PAINT MONROE DAM RD	13,460.000	LF	0.40	5,384.00
10	YELLOW 4" PAINT MONROE DAM RD	22,810.000	LF	0.20	4,562.00
11	JOINT ADHESIVE AND LIQUID ASPHALT SEALA	20,434.000	LF	0.50	10,217.00
MONROE DAM/ VALLEY MISSION (SR 37 TO LAWRENCE CO)					\$353,988.00
12	MOB DEMOB ROCKPORT RD	1.000	LS	1,000.00	1,000.00
13	M O T ROCKPORT RD	1.000	LS	400.00	400.00
14	TACK COAT ROCKPORT RD	4.000	TN	600.00	2,400.00
15	HMA SURFACE 12.5 MM TYPE B ROCKPORT RD	2,016.000	TN	66.25	133,560.00
16	YELLOW 4" PAINT ROCKPORT RD	12,567.000	LF	0.20	2,513.40
17	JOINT ADHESIVE AND LIQUID ASPHALT SEALA	6,284.000	LF	0.50	3,142.00
ROCKPORT ROAD (CITY LIMITS TO FULLERTON PIKE)					\$143,015.40
18	MOB DEMOB SEWELL RD	1.000	LS	400.00	400.00
19	M O T SEWELL RD	1.000	LS	400.00	400.00
20	TACK COAT SEWELL RD	7.000	TN	600.00	4,200.00
21	HMA SURFACE 12.5 MM TYPE B SEWELL RD	3,046.000	TN	66.25	201,797.50
SEWELL ROAD (SR 46 TO END OF CO MAINTENANCE)					\$206,797.50
22	MOB DEMOB BRUMMETTS CREEK RD	1.000	LS	400.00	400.00
23	M O T BRUMMETTS CREEK RD	1.000	LS	400.00	400.00
24	TACK COAT BRUMMETTS CREEK RD	7.000	TN	600.00	4,200.00
25	HMA SURFACE 12.5 MM TYPE B BRUMMETTS C	3,436.000	TN	66.25	227,635.00
BRUMMETTS CREEK RD (SR 45 TO BABY CREEK RD)					\$232,635.00
26	MOB DEMOB RAMP CREEK RD	1.000	LS	400.00	400.00
27	M O T RAMP CREEK RD	1.000	LS	400.00	400.00
28	TACK COAT RAMP CREEK RD	7.000	TN	600.00	4,200.00

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MONROE CO HWY 2024 CCMG PAVING

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BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
29	HMA SURFACE 12.5 MM TYPE B RAMP CREEK R	3,052.000	TN	66.25	202,195.00
RAMP CREEK RD (SHIELDS RIDGE TO FAIRFAX)					\$207,195.00
30	MOB DEMOB POPCORN RD	1.000	LS	1,000.00	1,000.00
31	M O T POPCORN RD	1.000	LS	400.00	400.00
32	TACK COAT POPCORN RD	3.000	TN	600.00	1,800.00
33	HMA SURFACE 12.5 MM TYPE B POPCORN RD	1,668.000	TN	66.25	110,505.00
34	YELLOW 4" PAINT POPCORN RD	12,039.000	LF	0.20	2,407.80
POPCORN RD (2755 POPCORN TO ROCKPORT)					\$116,112.80
35	MOB DEMOB CHAMBERS PIKE	1.000	LS	1,000.00	1,000.00
36	M O T CHAMBERS PIKE	1.000	LS	400.00	400.00
37	TACK COAT CHAMBERS PIKE	3.000	TN	600.00	1,800.00
38	HMA SURFACE 12.5 MM TYPE B CHAMBERS PI	1,300.000	TN	66.25	86,125.00
39	YELLOW 4" PAINT CHAMBERS PIKE	10,667.000	LF	0.20	2,133.40
CHAMBERS PIKE (930 CHAMBERS TO OLD SR 37 NORTH)					\$91,458.40
40	MOB DEMOB VERNAL PIKE	1.000	LS	400.00	400.00
41	M O T VERNAL PIKE	1.000	LS	400.00	400.00
42	TACK COAT VERNAL PIKE	5.000	TN	600.00	3,000.00
43	HMA SURFACE 12.5 MM TYPE B VERNAL PIKE	2,824.000	TN	66.25	187,090.00
VERNAL PIKE (SR 48 TO OARD RD)					\$190,890.00
44	MOB DEMOB OAK RIDGE RD	1.000	LS	400.00	400.00
45	M O T OAK RIDGE RD	1.000	LS	400.00	400.00
46	MILLING CONCRETE 0" TO 2" OAK RIDGE RD	3,966.000	SY	4.50	17,847.00
47	MILLING ASPHALT 0" TO 2" OAK RIDGE RD	1,000.000	SY	6.00	6,000.00
48	FULL DEPTH PATCHING 5.5" TYPE B 25 MM OA	211.000	TN	150.00	31,650.00
49	COMPACTED AGGREGATE #53 FOR BASE OAK	230.000	TN	60.00	13,800.00
50	TACK COAT OAK RIDE RD	1.000	TN	600.00	600.00
51	HMA SURFACE 12.5 MM TYPE B OAK RIDGE RD	529.000	TN	81.00	42,849.00
OAK RIDGE RD (SR 446 TO DEAD END)					\$113,546.00
52	MOB DEMOB ANDOVER CT	1.000	LS	400.00	400.00
53	M O T ANDOVER CT	1.000	LS	400.00	400.00
54	MILLING ASPHALT CURB 2" ANDOVER CT	575.000	SY	4.00	2,300.00
55	TACK COAT ANDOVER CT	0.200	TN	600.00	120.00
56	HMA SURFACE 9.5 MM TYPE B ANDOVER CT	147.000	TN	81.00	11,907.00

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BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
57	ADJUST MANHOLE TO GRADE ANDOVER CT	1.000	EA	400.00	400.00
ANDOVER CT (TRENTON OVERLOOK TO CUL DE SAC)					\$15,527.00
58	MOB DEMOB CHATHAM DR	1.000	LS	400.00	400.00
59	M O T CHATHAM DR	1.000	LS	400.00	400.00
60	MILLING ASPHALT CURB 2" CHATHAM DR	2,834.000	SY	2.50	7,085.00
61	TACK COAT CHATHAM DR	1.400	TN	600.00	840.00
62	HMA SURFACE 9.5 MM SURFACE TYPE B CHAT	717.000	TN	81.00	58,077.00
63	ADJUST MANHOLE TO GRADE CHATHAM DR	1.000	EA	400.00	400.00
CHATHAM DR (180' NORTH OF BREWSTER CT TO CUL DE SAC)					\$67,202.00
64	MOB DEMOB LIVERPOOL LANE	1.000	LS	400.00	400.00
65	M O T LIVERPOOL LANE	1.000	LS	400.00	400.00
66	MILLING ASPHALT CURB 2" LIVERPOOL LANE	452.000	SY	2.50	1,130.00
67	ROLLED CONCRETE CURB AND GUTTER 2' LIV	20.000	LF	175.00	3,500.00
68	TACK COAT LIVERPOOL LANE	0.200	TN	600.00	120.00
69	HMA SURFACE 9.5 MM TYPE B LIVERPOOL LA	97.000	TN	81.00	7,857.00
LIVERPOOL LANE (SHELBURNE TO 290' EAST OF SHELBN					\$13,407.00
70	MOB DEMOB SHELBURNE DR	1.000	LS	400.00	400.00
71	M O T SHELBURNE DR	1.000	LS	400.00	400.00
72	MILLING ASPHALT CURB 2" SHELBURNE DR	4,189.000	SY	2.50	10,472.50
73	ROLLED CURB AND GUTTER 2" SHELBURNE D	754.000	LF	50.00	37,700.00
74	INLET REPAIR R 3501 GRATE FRAME SHELBUR	5.000	EA	3,800.00	19,000.00
75	TACK COAT SHELBURNE DR	2.000	TN	600.00	1,200.00
76	HMA SURFACE 9.5 MM TYPE B SHELBURNE DR	898.000	TN	81.00	72,738.00
SHELBURNE DR (ARLINGTON TO END OF ROAD)					\$141,910.50
77	MOB DEMOB BREWSTER CT	1.000	LS	400.00	400.00
78	M O T BREWSTER CT	1.000	LS	400.00	400.00
79	MILLING ASPHALT CURB 2" BREWSTER CT	657.000	SY	2.50	1,642.50
80	ROLLED CURB GUTTER 2' BREWSTER CT	10.000	LF	175.00	1,750.00
81	TACK COAT BREWSTER CT	0.300	TN	600.00	180.00
82	HMA SURFACE 9.5 MM TYPE B BREWSTER CT	162.000	TN	81.00	13,122.00
83	ADJUST MANHOLE COVER TO GRADE BREWST	1.000	EA	400.00	400.00
BREWSTER CT (CHATHAM TO CUL DE SAC)					\$17,894.50
84	MOB DEMOB BRISTOL DR	1.000	LS	400.00	400.00

03/26/2024

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BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
85	M O T BRISTOL DR	1.000	LS	400.00	400.00
86	MILLING ASPHALT CURB 2" BRISTOL DR	986.000	SY	2.50	2,465.00
87	ROLLED CURB AND GUTTER 2' BRISTOL DR	76.000	LF	175.00	13,300.00
88	TACK COAT BRISTOL DR	0.400	TN	600.00	240.00
89	HMA SURFACE 9.5 MM TYPE B BRISTOL DR	261.000	TN	81.00	21,141.00

BRISTOL DR (SHELBURNE DR TO CUL DE SAC)

\$37,946.00

90	MOB DEMOB FAWKEWAY DR	1.000	LS	400.00	400.00
91	M O T FAWKEWAY DR	1.000	LS	400.00	400.00
92	MILLING ASPHALT CURB 2" FAWKEWAY DR	1,232.000	SY	2.50	3,080.00
93	ROLLED CURB GUTTER 2' FAWKEWAY DR	101.000	LF	175.00	17,675.00
94	FULL DEPTH PATCHING TYPE B 25 MM 4" FAW	80.000	TN	200.00	16,000.00
95	TACK COAT FAWKEWAY DR	0.600	TN	600.00	360.00
96	HMA SURFACE 9.5 MM TYPE B FAWKEWAY DR	296.000	TN	81.00	23,976.00

FAWKEWAY DR (SHELBURNE DR TO CUL DE SAC)

\$61,891.00

97	MOB DEMOB MANCHESTER CT	1.000	LS	400.00	400.00
98	M O T MANCHESTER CT	1.000	LS	400.00	400.00
99	MILLING ASPHALT CURB 2" MANCHESTER CT	821.000	SY	2.50	2,052.50
100	TACK COAT MANCHESTER CT	0.400	TN	600.00	240.00
101	HMA SURFACE 9.5 MM TYPE B MANCHESTER C	193.000	TN	81.00	15,633.00
102	ADJUST MANHOLE COVER TO GRADE MANCH	1.000	EA	400.00	400.00

MANCHESTER CT (TRENTON OVERLOOK TO CUL DE SAC)

\$19,125.50

103	MOB DEMOB TRENTON OVERLOOK 1	1.000	LS	400.00	400.00
104	M O T TRENTON OVERLOOK 1	1.000	LS	400.00	400.00
105	MILLING ASPHALT CURB 2" TRENTON OVERLO	2,218.000	SY	2.50	5,545.00
106	ROLLED CURB AND GUTTER 2' TRENTON OVER	10.000	LF	175.00	1,750.00
107	TACK COAT TRENTON OVERLOOK 1 I	1.000	TN	600.00	600.00
108	HMA SURFACE 9.5 MM TYPE B TRENTON OVER	476.000	TN	81.00	38,556.00

TRENTON OVERLOOK 1 (CHATHAM TO SHELBURNE DR)

\$47,251.00

109	MOB DEMOB TRENTON OVERLOOK 2	1.000	LS	400.00	400.00
110	M O T TRENTON OVERLOOK 2	1.000	LS	400.00	400.00
111	MILING ASPHALT 1.5" TRENTON OVERLOOK 2	542.000	SY	2.50	1,355.00
112	TACK COAT TRENTON OVERLOOK 2	0.300	TN	600.00	180.00
113	HMA SURFACE 9.5 MM TYPE B TRENTON OVER	116.000	TN	81.00	9,396.00

TRENTON OVERLOOK 2 (CHATHAM TO DEAD END)

\$11,731.00

03/26/2024

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MONROE CO HWY 2024 CCMG PAVING

*** Brock, Shannon

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
114	MOB DEMOB WINTERBERRY DR	1.000	LS	400.00	400.00
115	M O T WINTERBERRY DR	1.000	LS	400.00	400.00
116	MILLING ASPHALT CURB 2" WINTERBERRY D	1,525.000	SY	2.50	3,812.50
117	TACK COAT WINTERBERRY DR	0.400	TN	600.00	240.00
118	HMA SURFACE 9.5 MM TYPE B WINTERBERRY	225.000	TN	81.00	18,225.00

WINTERBERRY DR (SHELBURNE TO CUL DE SAC)

\$23,077.50

119	MOB DEMOB YORKSHIRE CT	1.000	LS	400.00	400.00
120	M O T YORKSHIRE CT	1.000	LS	400.00	400.00
121	MILLING ASPHALT CURB 2" YORKSHIRE CT	575.000	SY	2.50	1,437.50
122	FULL DEPTH PATCHING TYPE B 25 MM 4" YOR	155.000	TN	200.00	31,000.00
123	ROLLED CURB AND GUTTER 2" YORKSHIRE CT	48.000	LF	175.00	8,400.00
124	TACK COAT YORKSHIRE CT	0.300	TN	600.00	180.00
125	HMA SURFACE 9.5 MM TYPE B YORKSHIRE CT	142.000	TN	81.00	11,502.00
126	COMPACTED AGGREGATE #53 FOR BASE YORK	150.000	TM	60.00	9,000.00

TORKSHIRE CT (TRENTON OVERLOOK TO CUL DE SAC)

\$62,319.50

127	MOB DEMOB ZIKES RD	1.000	LS	1,000.00	1,000.00
128	M O T ZIKES RD	1.000	LS	400.00	400.00
129	TACK COAT ZIKES RD	6.000	TN	600.00	3,600.00
130	HMA SURFACE 12.5 MM TYPE B ZIKES RD	2,635.000	TN	66.25	174,568.75
131	YELLOW 4" PAINT ZIKES RD	21,617.000	LF	0.20	4,323.40

ZIKES RD (SMITHVILLE TO SR 37)

\$183,892.15

132	MOB DEMOB WOODLAND RD	1.000	LS	400.00	400.00
133	M O T WOODLAND RD	1.000	LS	400.00	400.00
134	TACK COAT WOODLAND RD	5.000	TN	600.00	3,000.00
135	HMA SURFACE 12.5 TYPE B WOODLAND RD	2,356.000	TN	66.25	156,085.00

WOODLAND RD (MT TABOR TO BRIDGE)

\$159,885.00

Bid Total =====>

\$2,769,356.50

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Contractors, L.P.
4755 W. Arlington Road
Bloomington, IN 47404

SURETY: Continental Casualty Company

(Name, legal status and principal place
of business)

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

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

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

OWNER:

(Name, legal status and address)

Monroe County Treasurer
100 W. Kirkwood Ave
Bloomington, IN 47404

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

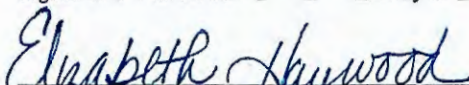
2024 Monroe County Paving Program Community Crossings

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

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

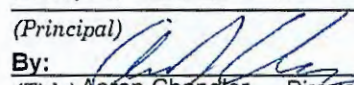
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 27th day of March, 2024


(Witness) Elizabeth Haywood

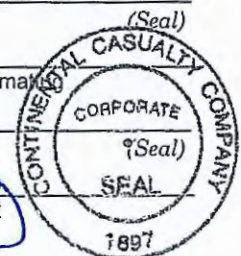
Milestone Contractors, L.P. By Contractors
United, Inc. - General Partner

(Principal)

By: 
(Title) Aaron Chandler, Director of Estimating
Continental Casualty Company

(Surety)

By: 
(Title) Angela M. Riley, Attorney-in-Fact



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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Angela M. Riley, Individually

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

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Milestone Contractors, L.P.

Obligee: Monroe County Treasurer

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



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

Larry Kasten

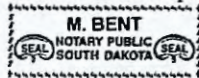
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of March, 2024.



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

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

3-15-2024

Please see below Addendum #1 for 2024 Monroe County Paving Projects to be opened March 27, 2024.

AP/Chen 3-25-24

The road segments below must be paved under flagging conditions, no full road closures:

*Monroe Dam/ Valley Mission Rd.

*Rockport Rd.

Please add Bid Item to Monroe Dam/ Valley Mission Rd,

<u>Item no.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
10A	Joint Adhesive and liquid Asphalt Sealant	Lft	20,434		

Please add Bid Item to Rockport Road

<u>Item no.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
15A	Joint Adhesive and liquid Asphalt Sealant	Lft	6284		

Additional Pay Item Description

Items Nos. 10A, 15A – Joint Adhesive, Surface and Liquid Asphalt Sealant

Description: Reference INDOT Standard Specifications 401 and 409. Joint Adhesive, Surface and Liquid Asphalt Sealant to be used with the placement of the HMA Surface course.

Material: Reference INDOT Standard Specifications 902.01 and 906.

Unit of Measurement and Basis of Payment: Joint Adhesive, Surface and Liquid Asphalt Sealant are measured and paid for by the linear foot

3-20-2024

Please see below Addendum #2 for 2024 Monroe County Paving Projects to be opened March 27, 2024.

***Please see quantity changes on bid item below**

<u>Road Seg.</u>	<u>Item No.</u>	<u>Quantity Change</u>		
Andover Ct.	55.	114 tons	to	147 tons
Brewster Ct.	81.	130 tons	to	162 tons
Bristol Dr.	88.	231 tons	to	261 tons
Fawkeway Dr.	95.	274 tons	to	296 tons
Manchester Ct.	101	163 tons	to	193 tons
Winterberry Dr.	118	200 tons	to	225 tons
Yorkshire Ct.	125.	123 tons	to	142 tons

***Please see bid item description and quantity change below.**

<u>Road Seg.</u>	<u>Item No.</u>	<u>Description Change</u>	<u>Quantity Change</u>
Shelburne Drive	73.	Inlet repair w/New Inlet Grate and Frame	7 to 5

1 of 2

3-22-2024

Please see below Addendum #3 for 2024 Monroe County Paving Projects to be opened March 27, 2024.

***Please see quantity changes on bid item below**

<u>Road Seg.</u>	<u>Item No.</u>	<u>Quantity Change</u>
Yorkshire Ct.	122.	5 tons to 155 tons

***Please see added bid item**

<u>Road Seg.</u>	<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Subtotal cost</u>
Yorkshire Ct.	125B.	Compacted Aggregate #53 for base	150 tons		

***Please See Pay Item Description Changes Below**

Item No. – 48, 125B - Compacted Aggregate No. 53 for Base

Description: Reference INDOT Standard Specification 301. Compacted Aggregate No. 53 for Base is to be used beneath the Full Depth Patching. Depth of Compacted Aggregate No. 53 for Base is 6 inches. Placement of Compacted Aggregate No. 53 for Base includes excavation and subgrade compaction.

Material: Reference INDOT Standard Specifications 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 for Base is by the ton and includes excavation and subgrade compaction.

1 of 1

PROJECT: 2024 Monroe County Paving Program – Community Crossings, Monroe County, Indiana.

FROM MILESTONE CONTRACTORS, LP (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the Owner.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
 - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
 - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.
3. Paving Program Descriptions:

See Itemized List below for detailed information for each road segment. All road segments will be awarded as one project.
4. Advertising: Schedule of road closings shall be coordinated through the Monroe County Highway Department, 812-803-6810
5. INDOT Standards: All work shall be performed in accordance with the published standards established by the Indiana Department of Transportation.
6. Traffic Control: Contractor shall provide flagmen as needed for traffic control on all

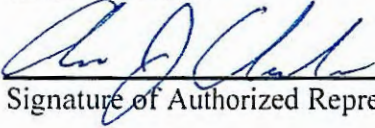
projects. Contractor shall have full responsibility for the placement of signage to comply with the Indiana Manual on Uniform Traffic Control Devices.

7. Road Preparation: Contractor shall undertake any general preparation of the road surface necessary prior to resurfacing work and shall sweep all project roads immediately prior to paving operations. The Owner will do ditching and shoulder work before the Contractor is given notice to proceed for the road project.
8. Asphalt Mix: All materials and workmanship shall meet current Indiana Department of Transportation (INDOT) specifications, including the handling, placement and other related areas of asphalt paving.
9. Asphalt Application: Contractor shall make smooth transitions to all private drives and intersecting roads. During application, Contractor shall be responsible to insure that asphalt delivery trucks do not damage either the newly laid asphalt or any other county roads in route to the project. Contractor shall obtain approval from the Monroe County Highway Department staff of asphalt delivery route prior to commencement of work.
10. Wedge and Level: All overlays shall require an initial wedge and level course (s) or spot wedge and leveling as necessary to provide a reasonably smooth final surface. A portion of the total tonnage shall be used as a wedge and level course or marked areas shall receive a wedge and level treatment separately from the final surface course unless noted. Contractor shall leave enough tonnage after wedge and leveling to complete a final overlay. Contractor is not to exceed total estimated tonnage without prior approval of the county. Wedge and level material shall be placed with a paver and compacted with a roller after tack has been applied. Reference INDOT Standard Specifications 402 and 409.
11. Equipment: All equipment shall meet INDOT Standards. Bituminous pavers and other equipment shall be in conformance with INDOT Standard Specification 409, capable of spreading and finishing courses in single widths for 9 to 20 feet at the thickness required for the specifications.
12. Inspections: The Monroe County Highway Department will have a project representative who will observe and inspect work progress and monitor materials and workmanship.
13. Contractor Notification: Contractor shall notify the Monroe County Highway Department at least five (5) business days, excluding Fridays, prior to commencement of work at 812-803-6810.
14. Estimated Tonnage Limitations: Contractor shall not exceed estimated tonnages without prior approval from the Monroe County Highway Superintendent.
15. Start and Completions Dates: The project shall start within ten (10) days of the issuance of the Notice to Proceed and shall be completed within 60 calendar days.
16. CONTRACTOR shall provide detailed billing with location, total material placed, and date of placement for each item.

SUBMITTED on MARCH 27, 2024.

MILESTONE CONTRACTORS, LP

Contactor Name



Signature of Authorized Representative

DIRECTOR OF ESTIMATING

Title

4755 W. ARLINGTON ROAD BLOOMINGTON IN 47404 812-330-2037

Business Address

Telephone Number

AJ.CHANDLER@MILESTONELP.COM

Email Address

CONTRACTOR will complete the WORK for the following 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 BID

Mt. Pleasant Road, Burma Road to Bottom Road, 2.873 miles

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1.	Mobil/Demobilization	LSUM	1		
2.	Maintenance of Traffic	LSUM	1		
3.	Tack Coat	TON	8		
4.	HMA Surface, 12.5 mm, Type B	TON	3,699		

TOTAL BASE BID FOR ALL LISTED ROAD SEGMENTS

Written: TWO MILLION SEVEN HUNDRED SIXTY NINE THOUSAND THREE HUNDRED FIFTY SIX AND 50/100

Numerical: 2,769,356.50

END OF SECTION

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.

NON-DISCRIMINATION AFFIDAVIT

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

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

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

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated at 1:00 PM this 27 day of MARCH, 2024.

MILESTONE CONTRACTORS, L.P.
(Name of Organization)

By 

DIRECTOR OF ESTIMATING
(Title of Person Signing)



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 publicly on May 23, 2024 at 1:00 pm by Highway representatives. There four sealed bids submitted for the Moores Creek Road Stormwater project. The project is raising the road to try and eliminate some of the over road flooding that has been occurring for many years. It is the goal of the department to do Stipp Road in 2025 as part of the overall stormwater plan. The department would like to award the project to Milestone Contractors, L.P. being the lowest, most responsive and responsible bidder.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate 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: MAY 23, 2024

1. Governmental Unit (Owner): MONROE COUNTY HIGHWAY DEPARTMENT
2. County: MONROE
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 MOORES CREEK ROAD RECONSTRUCTION

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated MAY 23, 2024 for the sum of

FIVE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED FIFTY AND 00/100 \$ \$592,550.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums 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): MAY 23, 2024

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
\$1,844,546.00	CONCRETE PAVING	2023	CITY OF FORT WAYNE, PINE VALLEY PHASE 4, 200 E BERRY ST., FORT WAYNE, IN
\$10,343,209.00	ROAD CONSTRUCTION	2023	CITY OF INDIANAPOLIS, ST-22-099 200 EAST WASHINGTON ST., SUITE 1522, INDIANAPOLIS, IN
\$7,924,680.00	BRIDGE CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, B-43724-A. 415 BOYD, LAPORTE, IN
\$1,424,832.00	ROAD CONSTRUCTION	2023	GREENE COUNTY HIGHWAY, 2023 RD RESURFACE, 847 N 800 W, SWITZ CITY, 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
\$158,813,703.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41501-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$11,087,100.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41903-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$106,975,000.00	RUNWAY CONSTRUCTION	2024	INDIANAPOLIS AIRPORT AUTHORITY, TAXIWAY 5R-23L, 7800 COL H. WEIR COOK MEMORIAL DRIVE, INDIANAPOLIS, IN
\$26,447,421.16	BRIDGE & ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-43508-A. 5333 HATFIELD RD., FORT WAYNE, 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

BID PROPOSAL

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

MOORES CREEK ROAD RECONSTRUCTION Monroe County, Indiana

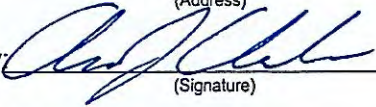
Pursuant to the legal notice that sealed bids for the above referenced project would be received by the Board of County Commissioners of Monroe County, Indiana, the undersigned Bidder:

1. Acknowledges receipt of:
 - A. Bidding Documents, Plans, Specifications including the 2024 Indiana Department of Transportation Standard Specifications, Supplemental Specifications, General Provisions, Special Provisions and Agreement Between Owner and Contractor (the "Agreement") provided to the Bidder dated May 23 2024.
 - B. Addenda: No. 1, dated 05/17/2024
No. 2, dated 05/20/2024
No. _____, dated _____
2. Has examined the site and all Bidding Documents, including the Agreement, Specifications and Plans. Bidder shall be responsible for performing all Work specifically required by all parts of the Bidding Documents, including all Plans and Specifications for the entire Project even though such Work may be included as related requirements specified in other sections.
3. Agrees to:
 - A. Hold this Bid Proposal open for sixty (60) calendar days after bid opening date.
 - B. Furnish a Bid Bond or certified check with this Bid Proposal for an amount specified in the Notice to Bidders and Instructions to Bidders.
 - C. If alternative bids apply, submit a Bid Proposal for each in accordance with the Instruction to Bidders.
 - D. Accept the provisions of the Instructions to Bidders regarding disposition of bid security.
 - E. Enter into and execute the Agreement with Owner, when awarded on the basis of this Bid Proposal without negotiation, and in connection therewith to:
 1. Furnish a Performance Bond and Payment Bond and insurance in accordance with the Bidding Documents.
 2. Accomplish the Work in accordance with the Contract Documents and Bidding Documents.
 3. Complete the Work within the specified Contract Time.

4. NOTICE OF AWARD: The Bidder agrees to execute the Contract provided by the Owner in the Bidding Documents when the Owner forwards the Notice of Award to the Bidder. Bidder agrees to acknowledge receipt of the Notice of Award and return the acknowledgement copy to Owner.
5. NOTICE TO PROCEED: The Bidder agrees to commence the Work under the Contract on or before the date to be specified in the Notice to Proceed. Bidder agrees to acknowledge receipt of the Notice to Proceed and return the acknowledgement copy to the Owner.
6. CONTRACT TIME: The Bidder shall complete the Work in accordance with the durations indicated in the Agreement. All work shall be completed and ready for acceptance within one hundred twenty (120) calendar days after the date specified in the Engineer's Notice to Proceed for commencing Work.
7. NON-COLLUSION: By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the Bid Proposal has been arrived at independently, without consultation, communication or agreement as to any matter related to the Bid Proposal with any other Bidder or with any competitor.
8. ASSIGNMENT OF CONTRACTS: Owner will not assign the Work in the Agreement to another Contractor nor assign the Work of another contractor to the Agreement.
9. BASE BID: Bidder agrees to perform all work shown or specified in the Bidding Documents and Contract Documents, including the Plans and Specifications, for the unit prices given and calculated on the attached Itemized Proposal.
10. REPRESENTATIONS AND CERTIFICATIONS: The Bidder by the execution of this Bid Proposal makes the following representations and certifications as a part of his Bid Proposal. In the case of a joint venture bid, each party represents and certifies each organization.
 - A. SURETY. Bidder has notified a surety company that it is submitting a Bid Proposal for Work to be performed on the Project. The surety company has agreed to issue a Performance Bond and Payment Bond for its Work on the form provided by Owner if this Bid Proposal is accepted and the Owner awards the Agreement to Bidder.
 - B. AVAILABILITY. The number or amount of other contracts and awards pending which Bidder is or will become obligated to perform, now and during the course of its Work on this Project, will not interfere with or hinder the timely prosecution of its Work.
 - C. AFFIDAVIT OF NON-COLLUSION. Bidder has properly executed the Affidavit of Non-Collusion as provided in the Bidding Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.
 - D. AFFIDAVIT OF NON-DISCRIMINATION. Bidder has properly executed the Affidavit of Non-Discrimination as provided in the Bid Documents and included the Affidavit as part of its Bid Proposal as submitted to the Owner.

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

IN TESTIMONY WHEREOF, the Proposer (~~Proprietor~~)(Firm)(Partnership)(Corporation) [strike out the inappropriate entities] has hereunto set his hand this 23 day of MAY, 2024.

MILESTONE CONTRACTORS, LP
(Business Name)
4755 W. ARLINGTON ROAD
BLOOMINGTON IN 47404
(Address)
By: 
(Signature)
AARON CHANDLER
(Printed)
DIRECTOR OF ESTIMATING
(Title)

STATE OF INDIANA)
) SS:

COUNTY OF MONROE)

Before me, the undersigned notary public, on this 23 day of MAY, 2024, personally appeared AARON CHANDLER and being duly sworn, acknowledged the execution of the above Bid Proposal.

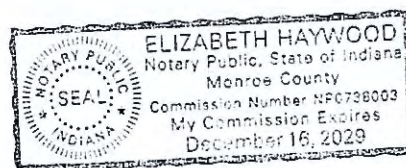

(Notary Public - Signature)

ELIZABETH HAYWOOD
(Notary Public - Printed)

SEAL

My Commission Expires: 12/16/29.

Residing in MONROE County.



ITEMIZED PROPOSAL (ADDENDUM NO. 1)

MOORES CREEK ROAD CONSTRUCTION

MONROE COUNTY, INDIANA

Item No.	Description	Quantity	Unit	Unit Cost	Total
1	Construction Engineering	1	LS	\$9,920.00	\$9,920.00
2	Mobilization and Demobilization	1	LS	\$29,000.00	\$29,000.00
3	Clearing Right-of-Way	1	LS	\$23,200.00	\$23,200.00
4	Inspection Hole, Deeper than 3 Ft. (Undistributed)	2	EACH	\$1,050.00	\$2,100.00
5	Inspection Hole, 3 Ft Deep or Less (Undistributed)	2	EACH	\$550.00	\$1,100.00
6	Pipe, Remove	90	LFT	\$20.00	1,800.00
7	Common Excavation	2,370	CYS	\$21.50	\$50,955.00
8	Borrow	1,042	CYS	\$55.00	\$57,310.00
9	Stormwater Management Budget	1	LS	\$16,500.00	\$16,500.00
10	Stormwater Management Implementation, Level 1	1	LS	\$12,500.00	\$12,500.00
11	Subgrade Treatment, Type II	273	SYS	\$34.00	\$9,282.00
12	Subgrade Treatment, Type IBL	4,343	SYS	\$15.00	\$65,145.00
13	Structural Backfill, Type 1	148	CYS	\$66.25	\$9,805.00
14	Compacted Aggregate No. 8 (Undistributed)	123	CYS	\$119.00	\$14,637.00
15	Compacted Aggregate No. 53, Base	1,403	TON	\$39.00	\$54,717.00
16	Compacted Aggregate No. 53, for Shoulder	361	TON	\$43.00	\$15,523.00
17	Compacted Aggregate No. 73, for Driveways	5	TON	\$137.00	\$685.00
18	HMA, Surface, Type B (12.5mm)	311	TON	\$90.40	\$28,114.40
19	HMA, Intermediate, Type B (19.0 mm)	418	TON	\$87.00	\$36,366.00
20	HMA, Base, Type B (25.0 mm)	635	TON	\$88.00	\$55,880.00
21	Joint Adhesive, Surface	1,493	LFT	\$0.75	\$1,119.75
22	Joint Adhesive, Intermediate	1,493	LFT	\$0.75	\$1,119.75
23	Liquid Asphalt Sealant	1,493	LFT	\$1.15	\$1,716.95
24	Asphalt for Tack Coat	2.0	TON	\$500.00	\$1,000.00
25	HMA for Approaches, Type B	64	TON	\$145.00	\$9,280.00
26	Mailbox Assembly, Single	1	EACH	\$650.00	\$650.00
27	Mailbox Assembly, Double	5	EACH	\$775.00	\$3,875.00
28	Riprap, Ditch (Revetment)	59.2	TON	\$65.00	\$3,848.00
29	Riprap, Class 1	38	TON	\$117.00	\$4,446.00
30	Riprap, Revetment	15.1	TON	\$172.00	\$2,597.20
31	Geotextile for Riprap, Type 1A	267	SYS	\$8.00	\$2,136.00
32	Mobilization and Demobilization for Seeding	2	EACH	\$900.00	\$1,800.00
33	Mulching Material	1.5	TON	\$693.00	\$1,039.50
34	Water	2.0	kGal	\$50.00	\$100.00
35	Sodding	488	SYS	\$11.63	\$5,675.44
36	Seed Mixture, Floodplain	54	LBS	\$51.65	\$2,789.10
37	Water Main 2 In. (Undistributed)	90	LFT	\$100.00	\$9,000.00
38	Water Main 4 In. (Undistributed)	20	LFT	140.00	\$2,800.00
39	Pipe, Circular, 24 In. (Aluminized Corrugated Steel Pipe)	100	LFT	\$85.00	\$8,500.00

ITEMIZED PROPOSAL (ADDENDUM NO. 1)

MOORES CREEK ROAD CONSTRUCTION

MONROE COUNTY, INDIANA

40	Pipe, Circular, 30 In. (Aluminized Corrugated Steel Pipe)	86	LFT	\$100.00	\$8,600.00
41	Pipe, Circular, 18 In. (Aluminized Corrugated Steel Pipe)	39	LFT	\$80.00	\$3,120.00
42	Pipe End Section, Diameter, 18 In.	2	EACH	\$750.00	\$1,500.00
43	Pipe End Section, Diameter, 24 In.	4	EACH	\$1,300.00	\$5,200.00
44	Pipe End Section, Diameter, 30 In.	4	EACH	\$1,500.00	\$6,000.00
45	Maintaining Traffic	1.0	LS	\$10,097.91	\$10,097.91
TOTAL					\$592,550.00

SUBMITTED BY: MILESTONE CONTRACTORS, LPAUTHORIZED SIGNATURE: ADDRESS: 4755 W. ARLINGTON ROADBLOOMINGTON IN 47404TELEPHONE: 812-330-2037EMAIL: AJ.CHANDLER@MILESTONELP.COMDate: MAY 23, 2024

TABULATION OF BIDS

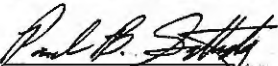
MONROE COUNTY HIGHWAY DEPARTMENT
 Monroe County, Indiana
 Moores Creek Road Construction

Engineer's Estimate: \$625,256.48

BIDS RECEIVED: May 23, 2024 at 11:00 am

NAME AND ADDRESS OF CONTRACTOR	Milestone 4755 W. Arlington Road Bloomington, IN 47404	E&B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404	Crider and Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403	Kings Trucking and Excavation 9804 E. Co. Rd. 800 N Seymour, IN 47274	
ITEM					
Proposal Form	X	X	X	X	
Bid Bond	X	X	X	X	
Form 96	X	X	X	X	
Non-Collusion Affidavit	X	X	X	X	
Non-Discrimination Affidavit	X	X	X	X	
List of Subcontractors	X	X	X	X	
E-Verify Affidavit	X	X	X	X	
Addendum No. 1	X	X	X	X	
Addendum No. 2	X	X	X	X	
BASE BID PRICE	\$592,550.00	\$598,000.00	\$648,773.75	\$693,960.00	

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

May 23, 2024



Recommendation for award is on May 29, 2024 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
MOORES CREEK ROAD CONSTRUCTION
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	MIILESTONE UNIT PRICES	E&B UNIT PRICES	CRIDER UNIT PRICES	KINGS TRUCKING UNIT PRICES
1	CONSTRUCTION ENGINEERING	1	LSUM	\$9,920.00	\$15,503.63	\$21,250.00	\$10,420.00
2	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$29,000.00	\$30,000.00	\$21,500.00	\$35,125.70
3	CLEARING RIGHT OF WAY	1	LSUM	\$23,200.00	\$13,000.00	\$22,100.00	\$73,700.00
4	INSPECTION HOLE, DEEPER THAN 3 FT. (UNDISTRIBUTED)	2	EACH	\$1,050.00	\$1,200.00	\$950.00	\$950.00
5	INSPECTION HOLE, 3 FT. DEEP OR LESS (UNDISTRIBUTED)	2	EACH	\$550.00	\$600.00	\$760.00	\$480.00
6	PIPE, REMOVE	90	LFT	\$20.00	\$25.00	\$21.00	\$21.00
7	COMMON EXCAVATION	2,370	CYS	\$21.50	\$40.00	\$37.00	\$19.00
8	BORROW	1,042	CYS	\$55.00	\$40.00	\$35.75	\$81.00
9	STORMWATER MANAGEMENT BUDGET	1	LSUM	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
10	STORMWATER MANAGEMENT IMPLEMENTATION, LEVEL 1	1	LSUM	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
11	SUBGRADE TREATMENT, TYPE II	273	SYS	\$34.00	\$26.65	\$29.50	\$15.00
12	SUBGRADE TREATMENT, TYPE 1BL	4,343	SYS	\$15.00	\$14.19	\$18.50	\$15.00
13	STRUCTURE BACKFILL, TYPE 1	148	CYS	\$66.25	\$65.00	\$69.50	\$69.00
14	COMPACTED AGGREGATE NO. 8 (UNDISTRIBUTED)	123	CYS	\$119.00	\$65.00	\$87.00	\$110.00
15	COMPACTED AGGREGATE NO. 53, BASE	1,403	TON	\$39.00	\$37.00	\$37.00	\$47.00
16	COMPACTED AGGREGATE NO. 53, FOR SHOULDER	361	TON	\$43.00	\$49.00	\$39.50	\$64.00
17	COMPACTED AGGREGATE, NO. 73, FOR DRIVEWAYS	5	TON	\$137.00	\$54.00	\$115.00	\$145.00
18	HMA, SURFACE, TYPE B (12.5 mm)	311	TON	\$90.40	\$94.00	\$120.00	\$105.00
19	HMA, INTERMEDIATE, TYPE B (19.0 mm)	418	TON	\$87.00	\$87.00	\$111.00	\$97.00
20	HMA, BASE, TYPE B (25.0 mm)	635	TON	\$88.00	\$74.00	\$94.50	\$82.00
21	JOINT ADHESIVE, SURFACE	1,493	LFT	\$0.75	\$0.33	\$0.40	\$0.40
22	JOINT ADHESIVE, INTERMEDIATE	1,493	LFT	\$0.75	\$0.36	\$0.45	\$0.40
23	LIQUID ASPHALT SEALANT	1,493	LFT	\$1.15	\$0.28	\$0.35	\$0.30
24	ASPHALT FOR TACK COAT	2.0	TON	\$500.00	\$650.00	\$830.00	\$722.00
25	HMA FOR APPROACHES, TYPE B	64	TON	\$145.00	\$200.00	\$255.00	\$223.00
26	MAILBOX ASSEMBLY, SINGLE	1	EACH	\$650.00	\$350.00	\$580.00	\$814.00
27	MAILBOX ASSEMBLY, DOUBLE	5	EACH	\$775.00	\$550.00	\$715.00	\$680.00

BID RESULTS
MOORES CREEK ROAD CONSTRUCTION
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	MILESTONE UNIT PRICES	E&B UNIT PRICES	CRIDER UNIT PRICES	KINGS TRUCKING UNIT PRICES
28	RIPRAP, DITCH (REVTMENT)	59.2	TON	\$65.00	\$95.00	\$87.00	\$80.00
29	RIPRAP, CLASS 1	38	TON	\$117.00	\$110.00	\$128.00	\$80.00
30	RIPRAP, REVTMENT	15.1	TON	\$172.00	\$115.00	\$115.00	\$130.00
31	GEOTEXTILE FOR RIPRAP, TYPE 1A	267	SYS	\$8.00	\$8.00	\$5.25	\$3.00
32	MOBILIZATION & DEMOBILIZATION FOR SEEDING	2	EACH	\$900.00	\$900.00	\$1,150.00	\$945.00
33	MULCHING MATERIAL	1.5	TON	\$693.00	\$693.00	\$902.00	\$730.00
34	WATER	2	KGAL	\$50.00	\$50.00	\$65.00	\$52.00
35	SODDING	488	SYS	\$11.63	\$11.63	\$15.00	\$12.00
36	SEED MIXTURE, FLOODPLAIN	54	LBS	\$51.65	\$51.65	\$65.00	\$54.00
37	WATER MAIN 2 IN. (UNDISTRIBUTED)	90	LFT	\$100.00	\$75.00	\$95.00	\$30.00
38	WATER MAIN 4 IN. (UNDISTRIBUTED)	20	LFT	\$140.00	\$100.00	\$175.00	\$32.00
39	PIPE, CIRCULAR, 24 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	100	LFT	\$85.00	\$90.00	\$76.00	\$86.00
40	PIPE, CIRCULAR, 30 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	86	LFT	\$100.00	\$115.00	\$98.00	\$98.00
41	PIPE, CIRCULAR, 18 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	39	LFT	\$80.00	\$70.00	\$75.00	\$102.00
42	PIPE END SECTION, DIAMETER, 18 IN.	2	EACH	\$750.00	\$640.00	\$760.00	\$590.00
43	PIPE END SECTION, DIAMETER, 24 IN.	4	EACH	\$1,300.00	\$700.00	\$850.00	\$780.00
44	PIPE END SECTION, DIAMETER, 30 IN.	4	EACH	\$1,500.00	\$940.00	\$1,275.00	\$1,480.00
45	MAINTAINING TRAFFIC	1	LSUM	\$10,097.91	\$17,250.00	\$12,100.00	\$24,970.00
TOTAL							

BID RESULTS
MOORES CREEK ROAD CONSTRUCTION
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	MILESTONE TOTALS	E&B TOTALS	CRIDER TOTALS	KINGS TRUCKING TOTALS
1	CONSTRUCTION ENGINEERING	1	LSUM	\$9,920.00	\$15,503.63	\$21,250.00	\$10,420.00
2	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$29,000.00	\$30,000.00	\$21,500.00	\$35,125.70
3	CLEARING RIGHT OF WAY	1	LSUM	\$23,200.00	\$13,000.00	\$22,100.00	\$73,700.00
4	INSPECTION HOLE, DEEPER THAN 3 FT. (UNDISTRIBUTED)	2	EACH	\$2,100.00	\$2,400.00	\$1,900.00	\$1,900.00
5	INSPECTION HOLE, 3 FT. DEEP OR LESS (UNDISTRIBUTED)	2	EACH	\$1,100.00	\$1,200.00	\$1,520.00	\$960.00
6	PIPE, REMOVE	90	LFT	\$1,800.00	\$2,250.00	\$1,890.00	\$1,890.00
7	COMMON EXCAVATION	2,370	CYS	\$50,955.00	\$94,800.00	\$87,690.00	\$45,030.00
8	BORROW	1,042	CYS	\$57,310.00	\$41,680.00	\$37,251.50	\$84,402.00
9	STORMWATER MANAGEMENT BUDGET	1	LSUM	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
10	STORMWATER MANAGEMENT IMPLEMENTATION, LEVEL 1	1	LSUM	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
11	SUBGRADE TREATMENT, TYPE II	273	SYS	\$9,282.00	\$7,275.45	\$8,053.50	\$4,095.00
12	SUBGRADE TREATMENT, TYPE 1BL	4,343	SYS	\$65,145.00	\$61,627.17	\$80,345.50	\$65,145.00
13	STRUCTURE BACKFILL, TYPE 1	148	CYS	\$9,805.00	\$9,620.00	\$10,286.00	\$10,212.00
14	COMPACTED AGGREGATE NO. 8 (UNDISTRIBUTED)	123	CYS	\$14,637.00	\$7,995.00	\$10,701.00	\$13,530.00
15	COMPACTED AGGREGATE NO. 53, BASE	1,403	TON	\$54,717.00	\$51,911.00	\$51,911.00	\$65,941.00
16	COMPACTED AGGREGATE NO. 53, FOR SHOULDER	361	TON	\$15,523.00	\$17,689.00	\$14,259.50	\$23,104.00
17	COMPACTED AGGREGATE, NO. 73, FOR DRIVEWAYS	5	TON	\$685.00	\$270.00	\$575.00	\$725.00
18	HMA, SURFACE, TYPE B (12.5 mm)	311	TON	\$28,114.40	\$29,234.00	\$37,320.00	\$32,655.00
19	HMA, INTERMEDIATE, TYPE B (19.0 mm)	418	TON	\$36,366.00	\$36,366.00	\$46,398.00	\$40,546.00
20	HMA, BASE, TYPE B (25.0 mm)	635	TON	\$55,880.00	\$46,990.00	\$60,007.50	\$52,070.00
21	JOINT ADHESIVE, SURFACE	1,493	LFT	\$1,119.75	\$492.69	\$597.20	\$597.20
22	JOINT ADHESIVE, INTERMEDIATE	1,493	LFT	\$1,119.75	\$537.48	\$671.85	\$597.20
23	LIQUID ASPHALT SEALANT	1,493	LFT	\$1,716.95	\$418.04	\$522.55	\$447.90
24	ASPHALT FOR TACK COAT	2.0	TON	\$1,000.00	\$1,300.00	\$1,660.00	\$1,444.00
25	HMA FOR APPROACHES, TYPE B	64	TON	\$9,280.00	\$12,800.00	\$16,320.00	\$14,272.00
26	MAILBOX ASSEMBLY, SINGLE	1	EACH	\$650.00	\$350.00	\$580.00	\$814.00
27	MAILBOX ASSEMBLY, DOUBLE	5	EACH	\$3,875.00	\$2,750.00	\$3,575.00	\$3,400.00

BID RESULTS
MOORES CREEK ROAD CONSTRUCTION
MONROE COUNTY, INDIANA

ITEM	DESCRIPTION	QTY	UNIT	MILESTONE TOTALS	E&B TOTALS	CRIDER TOTALS	KINGS TRUCKING TOTALS
28	RIPRAP, DITCH (REVTMENT)	59.2	TON	\$3,848.00	\$5,624.00	\$5,150.40	\$4,736.00
29	RIPRAP, CLASS 1	38	TON	\$4,446.00	\$4,180.00	\$4,864.00	\$3,040.00
30	RIPRAP, REVTMENT	15.1	TON	\$2,597.20	\$1,736.50	\$1,736.50	\$1,963.00
31	GEOTEXTILE FOR RIPRAP, TYPE 1A	267	SYS	\$2,136.00	\$2,136.00	\$1,401.75	\$801.00
32	MOBILIZATION & DEMOBILIZATION FOR SEEDING	2	EACH	\$1,800.00	\$1,800.00	\$2,300.00	\$1,890.00
33	MULCHING MATERIAL	1.5	TON	\$1,039.50	\$1,039.50	\$1,353.00	\$1,095.00
34	WATER	2	KGAL	\$100.00	\$100.00	\$130.00	\$104.00
35	SODDING	488	SYS	\$5,675.44	\$5,675.44	\$7,320.00	\$5,856.00
36	SEED MIXTURE, FLOODPLAIN	54	LBS	\$2,789.10	\$2,789.10	\$3,510.00	\$2,916.00
37	WATER MAIN 2 IN. (UNDISTRIBUTED)	90	LFT	\$9,000.00	\$6,750.00	\$8,550.00	\$2,700.00
38	WATER MAIN 4 IN. (UNDISTRIBUTED)	20	LFT	\$2,800.00	\$2,000.00	\$3,500.00	\$640.00
39	PIPE, CIRCULAR, 24 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	100	LFT	\$8,500.00	\$9,000.00	\$7,600.00	\$8,600.00
40	PIPE, CIRCULAR, 30 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	86	LFT	\$8,600.00	\$9,890.00	\$8,428.00	\$8,428.00
41	PIPE, CIRCULAR, 18 IN. (ALUMINIZED CORRUGATED STEEL PIPE)	39	LFT	\$3,120.00	\$2,730.00	\$2,925.00	\$3,978.00
42	PIPE END SECTION, DIAMETER, 18 IN.	2	EACH	\$1,500.00	\$1,280.00	\$1,520.00	\$1,180.00
43	PIPE END SECTION, DIAMETER, 24 IN.	4	EACH	\$5,200.00	\$2,800.00	\$3,400.00	\$3,120.00
44	PIPE END SECTION, DIAMETER, 30 IN.	4	EACH	\$6,000.00	\$3,760.00	\$5,100.00	\$5,920.00
45	MAINTAINING TRAFFIC	1	LSUM	\$10,097.91	\$17,250.00	\$12,100.00	\$24,970.00
TOTAL				\$592,550.00	\$598,000.00	\$648,773.75	\$693,960.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Sealed bids were opened on May 15, 2024 by highway representatives. We would like to award the bid to Cargill, Inc. and Morton Salt, Inc. We are bidding out the salt bid with treated salt and non-treated salt this year and not going through the State bidding process. We wish to award to both companies due to the availability of product.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

MONROE COUNTY HIGHWAY

2024/2025 Salt Bids

May 15, 2024

Bid Tabulation Sheet

Contractor Name	1. Untreated Sodium Chloride, Delivered	2. Sodium Chloride Treated with Magnesium Chloride, Delivered	3. Untreated sodium Chloride, picked-up	4. Sodium Chloride Treated with Magnesium Chloride, pick-up
Cargill, Incorporated- Salt, Road Safety	\$96.43/ton	\$106.73/ton	\$95.00/ton	\$105/ton
Mortan Salt, INC.	\$87.06/ton	No bid	\$87.00	No bid
Compass Mineral	Does not meet bid Spec.	Does not meet bid Spec	Does not meet bid Spec	Does not meet bid Spec



Recommend award to Cargill, Incorporated and Morton Salt, Inc.

PROJECT: **Roadway Salt Supplied to Monroe County
Monroe County, Indiana**

FROM: Morton Salt, Inc (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all material as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the OWNER.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents.
 - b. The undersigned CONTRACTOR offers to provide the material for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities.
 - c. The OWNER may award contracts to more than one (1) responsible and responsive bidder based on availability and customer service.
3. INDOT Standards: All material shall meet the standards established by the Indiana Department of Transportation.
4. Contractor Notification: CONTRACTOR shall notify the Monroe County Highway Department at least one (1) business day prior to delivery of material at 812-803-6810.
5. Delivery: Material shall be delivered to the Highway Garage located at 5900 Foster Curry Drive, Bloomington, Indiana 47403. Typical orders amount to 300 to 1,000 tons at a time. Material must be delivered within 48 hours from the time the order is placed. Weekends and holidays will not be counted as part of the 48 hour time period. All deliveries must be made in tarp covered trailers/beds. Deliveries are accepted Monday through Friday, 7:00 am to 3:00 pm. A \$200.00 fee will be deducted from the invoice for each day the order is late. E-mail the Superintendent to confirm the placement of all orders.

6. Unloading: Salt shall be delivered (dumped) at the Monroe County salt barn as directed by a Monroe County employee. Salt shall not be delivered without a Monroe County employee present. Salt shall be dumped as close to the existing salt pile as practicable. Monroe County will provide equipment and personnel to move the salt into the barn if the dump truck is not able to get inside the salt barn close to the existing salt pile.
7. Pick-Up: OWNER has the option of picking up material at the CONTRACTOR'S facility in the event that deliveries to the County are delayed. CONTRACTOR shall designate a pick-up location for the material. The County will pick-up material using a tandem dump truck.
8. Quantity: No minimum or maximum number of tons of material to be purchased under the contract is stated or implied herein. The amounts listed in the bid form are estimated maximum quantities. No additional compensation will be allowed for quantities not purchased.
9. Failure to Meet Contract Obligations: If the CONTRACTOR is unable to meet the Contract obligations for the quantity of material required, the OWNER has the option to purchase materials from another supplier. The OWNER has the option to award a Contract to multiple suppliers. The CONTRACTOR shall reimburse the OWNER for expenses incurred due to non-compliance with the terms of the Contract.
10. Billing: CONTRACTOR shall provide detailed monthly billings with tonnage of material delivered, type of material delivered, truck number, date of delivery and signature of employee that received the material.
11. Pricing and Terms: Bid prices shall hold for one (1) year from the date of contract award. The contract may be renewed beyond the expiration date to another term, not to exceed two (2) additional one-year terms, by agreement of both the OWNER and the CONTRACTOR.
12. The following documents are attached to and made a condition of this BID:
 - a. Non-Discrimination and Non-Collusion Affidavit
 - b. Pay Item Descriptions
 - c. Attachment B Salt Specification Amendments, Deletions and Clarifications
 - d. Attachment B, INDOT 2024/2025 Salt Specification
 - e. Chapter 275, Responsible Bidder

SUBMITTED on May 7, 2024.

Morton Salt, Inc.

Contractor Name


Signature of Authorized Representative

Anthony T. Patton

Director Bulk Deicing US Government Sales

Title

444 West Lake Street, Suite 2900, Chicago, IL 60606 855-665-4540 bids@mortonsalt.com
Business Address Telephone Number E-Mail Address

CONTRACTOR will provide material for the following prices and unit quantities.

BASE BID

Roadway Salt Supplied to Monroe County, Indiana

Item No.	Description	Unit	Annual Amount Required	Unit Price
1	Untreated Sodium Chloride, Delivered	Ton	Up to 4,000 Tons	\$87.06
2	Sodium Chloride Treated with Magnesium Chloride, Delivered	Ton	Up to 4,000 Tons	NO BID
3	Untreated Sodium Chloride, Pick-Up	Ton	Up to 4,000 Tons	\$87.00
4	Sodium Chloride Treated with Magnesium Chloride, Pick-Up	Ton	Up to 4,000 Tons	NO BID

END OF SECTION

NON-DISCRIMINATION AFFIDAVIT

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

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

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

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated at Chicago, IL this 7th day of May, 2024.

Morton Salt, Inc.

(Name of Organization)

By 

Anthony T. Patton, Director, Bulk Deicing
US Government Sales

(Title of Person Signing)

PROJECT: **Roadway Salt Supplied to Monroe County
Monroe County, Indiana**

FROM: Cargill, Incorporated-Salt, Road Safety (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all material as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the OWNER.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents.
 - b. The undersigned CONTRACTOR offers to provide the material for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities.
 - c. The OWNER may award contracts to more than one (1) responsible and responsive bidder based on availability and customer service.
3. INDOT Standards: All material shall meet the standards established by the Indiana Department of Transportation.
4. Contractor Notification: CONTRACTOR shall notify the Monroe County Highway Department at least one (1) business day prior to delivery of material at 812-803-6810.
5. Delivery: Material shall be delivered to the Highway Garage located at 5900 Foster Curry Drive, Bloomington, Indiana 47403. Typical orders amount to 300 to 1,000 tons at a time. Material must be delivered within 48 hours from the time the order is placed. Weekends and holidays will not be counted as part of the 48 hour time period. All deliveries must be made in tarp covered trailers/beds. Deliveries are accepted Monday through Friday, 7:00 am to 3:00 pm. A \$200.00 fee will be deducted from the invoice for each day the order is late. E-mail the Superintendent to confirm the placement of all orders.

6. Unloading: Salt shall be delivered (dumped) at the Monroe County salt barn as directed by a Monroe County employee. Salt shall not be delivered without a Monroe County employee present. Salt shall be dumped as close to the existing salt pile as practicable. Monroe County will provide equipment and personnel to move the salt into the barn if the dump truck is not able to get inside the salt barn close to the existing salt pile.
7. Pick-Up: OWNER has the option of picking up material at the CONTRACTOR'S facility in the event that deliveries to the County are delayed. CONTRACTOR shall designate a pick-up location for the material. The County will pick-up material using a tandem dump truck.
8. Quantity: No minimum or maximum number of tons of material to be purchased under the contract is stated or implied herein. The amounts listed in the bid form are estimated maximum quantities. No additional compensation will be allowed for quantities not purchased.
9. Failure to Meet Contract Obligations: If the CONTRACTOR is unable to meet the Contract obligations for the quantity of material required, the OWNER has the option to purchase materials from another supplier. The OWNER has the option to award a Contract to multiple suppliers. The CONTRACTOR shall reimburse the OWNER for expenses incurred due to non-compliance with the terms of the Contract.
10. Billing: CONTRACTOR shall provide detailed monthly billings with tonnage of material delivered, type of material delivered, truck number, date of delivery and signature of employee that received the material.
11. Pricing and Terms: Bid prices shall hold for one (1) year from the date of contract award. The contract may be renewed beyond the expiration date to another term, not to exceed two (2) additional one-year terms, by agreement of both the OWNER and the CONTRACTOR.
12. The following documents are attached to and made a condition of this BID:
 - a. Non-Discrimination and Non-Collusion Affidavit
 - b. Pay Item Descriptions
 - c. Attachment B Salt Specification Amendments, Deletions and Clarifications
 - d. Attachment B, INDOT 2024/2025 Salt Specification
 - e. Chapter 275, Responsible Bidder

SUBMITTED on May 9, _____, 2024.

Cargill, Incorporated, Salt, Road Safety

Contractor Name _____

Deanne Carey
Signature of Authorized Representative

Customer Care Representative

Title _____

24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070/800-800-7258/salt_customercareroadsafety@cargill.com

Business Address _____

Telephone Number _____

E-Mail Address _____

CONTRACTOR will provide material for the following prices and unit quantities.

BASE BID

Roadway Salt Supplied to Monroe County, Indiana

Item No.	Description	Unit	Annual Amount Required	Unit Price
1	Untreated Sodium Chloride, Delivered	Ton	Up to 4,000 Tons	\$96.43/ton
2	Sodium Chloride Treated with Magnesium Chloride, Delivered	Ton	Up to 4,000 Tons	\$106.73/ton
3	Untreated Sodium Chloride, Pick-Up	Ton	Up to 4,000 Tons	\$95.00/ton
4	Sodium Chloride Treated with Magnesium Chloride, Pick-Up	Ton	Up to 4,000 Tons	\$105.00/ton

END OF SECTION

NON-DISCRIMINATION AFFIDAVIT

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

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

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

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated at North Olmsted, OH this 9th day of May, 2024.

Cargill, Incorporated-Salt, Road Safety
(Name of Organization)

By 

Customer Care Representative
(Title of Person Signing)



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 publicly on May 22, 2024 for various roads in the county for paving in 2024. Two bids were opened. The lowest, most responsive and responsible bid was from E&B Paving, LLC. The following roads were submitted in the project list:

Hackers Creek Road
Hackers Creek Place
Lost Mans Lane
Brighton Road
Bottom Road
Mel Currie Road
Gifford Road
Endwright Road
Airport Road

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



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): 05/22/2024

1. Governmental Unit (Owner): Monroe County Board of Commissioners
2. County : Monroe
3. Bidder (Firm): E & B Paving, LLC
Address: 2520 W. Industrial Park Drive
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2024 Monroe County Paving Projects

(Governmental Unit) in accordance with plans and specifications prepared by Monroe County Board of Commissioners.

One million one hundred seventeen thousand eight hundred fifty Dollars and no cents and dated 05/22/ 2024 for the sum of

\$ 1,117,850.00

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

Addendum #1 received 05/06/24

Addendum #2 received 05/09/24

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 Board of Commissioners

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/22/2024

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
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

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.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Per Plans and Specifications

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

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

SEE BID FORM

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

Any equipment required to complete the project.

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, IN this 22 day of May, 2024

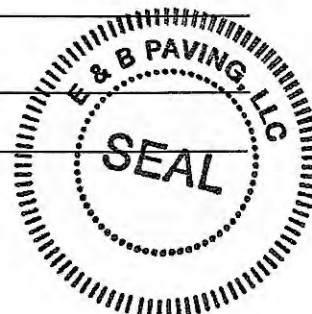
E & B Paving, LLC

(Name of Organization)

By

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

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

Subscribed and sworn to before me this 22 day of May, 2024

Whitney L. Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Monroe County Board of Commissioners

Filed 05/22, 2024

Action taken _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/29/24

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda: Award E&B Paving, LLC Moores Creek Road Paving project

Vendor #

Executive Summary:

Sealed bids were opened on May 23, 2024 by Highway Department personnel. Two bids were received. We would like to award the paving project of Moores Creek Road, from Snoddy Road to the beginning of the Stormwater project, (2.09 miles) to the lowest, most responsible and responsive bidder to E&B Paving.

Fund Name(s):

Motor Vehicle Highway

Fund Number(s):

1176

Amount(s)

\$294,492.00

Presenter: Lisa Ridge

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: Cockerill, Jeff



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): 05/23/2024

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana
2. County: Monroe
3. Bidder (Firm): E & B Paving, LLC
Address: 2520 W. Industrial Park Drive
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County Paving Project - Moores Creek Road

(Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana
_____ and dated May 23, 2024 for the sum of

Two Hundred Ninety Four Thousand Four Hundred Ninety Two Dollars and no cents

\$ 294,492.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums 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 Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/23/2024

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
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

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.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Per Plans and Specifications

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

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

SEE BID FORM

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

Any equipment required to complete the project.

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, IN this 23 day of May, 2024

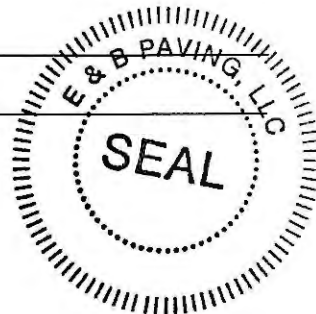
E & B Paving, LLC

(Name of Organization)

By

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

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

Subscribed and sworn to before me this 23 day of May, 2024.

Whitney L. Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Commissioners of Monroe County Indiana

Filed 05/23, 2024

Action taken

NON-DISCRIMINATION AFFIDAVIT

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

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

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

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated at Bloomington, IN this 23rd day of May, 20 24.

E&B Paving, LLC

(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



PROJECT: Monroe County Paving Project- Moores Creek Road, Monroe County, Indiana.

FROM E&B Paving, LLC (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the Owner.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
 - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
 - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.

3. Paving Program Descriptions:

See table below for detailed information for Moores Creek Road.

4. Advertising: Schedule of road closings shall be coordinated through the Monroe County Highway Department, 812-803-6810
5. INDOT Standards: All work shall be performed in accordance with the published standards established by the Indiana Department of Transportation.
6. Traffic Control: Contractor shall provide flagmen as needed for traffic control on all projects. Contractor shall have full responsibility for the placement of signage to comply with the Indiana Manual on Uniform Traffic Control Devices.
7. Road Preparation: Contractor shall undertake any general preparation of the road surface

necessary prior to resurfacing work and shall sweep all project roads immediately prior to paving operations. The Owner will do ditching and shoulder work before the Contractor is given notice to proceed for the road project.

8. Asphalt Mix: All materials and workmanship shall meet current Indiana Department of Transportation (INDOT) specifications, including the handling, placement and other related areas of asphalt paving.
9. Asphalt Application: Contractor shall make smooth transitions to all private drives and intersecting roads. During application, Contractor shall be responsible to insure that asphalt delivery trucks do not damage either the newly laid asphalt or any other county roads in route to the project. Contractor shall obtain approval from the Monroe County Highway Department staff of asphalt delivery route prior to commencement of work.
10. Wedge and Level: All overlays shall require an initial wedge and level course (s) or spot wedge and leveling as necessary to provide a reasonably smooth final surface. A portion of the total tonnage shall be used as a wedge and level course or marked areas shall receive a wedge and level treatment separately from the final surface course unless noted. Contractor shall leave enough tonnage after wedge and leveling to complete a final overlay. Contractor is not to exceed total estimated tonnage without prior approval of the county. Wedge and level material shall be placed with a paver and compacted with a roller after tack has been applied. Reference INDOT Standard Specifications 402 and 409.
11. Equipment: All equipment shall meet INDOT Standards. Bituminous pavers and other equipment shall be in conformance with INDOT Standard Specification 409, capable of spreading and finishing courses in single widths for 9 to 20 feet at the thickness required for the specifications.
12. Inspections: The Monroe County Highway Department will have a project representative who will observe and inspect work progress and monitor materials and workmanship.
13. Contractor Notification: Contractor shall notify the Monroe County Highway Department at least five (5) business days, excluding Fridays, prior to commencement of work at 812-803-6810.
14. Estimated Tonnage Limitations: Contractor shall not exceed estimated tonnages without prior approval from the Monroe County Highway Superintendent.
15. Start and Completions Dates: The project shall start within ten (10) days of the issuance of the Notice to Proceed and shall be completed within 60 calendar days. The Notice to Proceed will not be issued until Moores Creek Stormwater project is completed.
16. CONTRACTOR shall provide detailed billing with location, total material placed, and date of placement for each item.

SUBMITTED on May 23rd, 2024.

E&B Paving, LLC

Contactor Name

Garrett Gough

Signature of Authorized Representative

Garrett Gough, Division Manager

Title

2520 W. Industrial Park Drive Bloomington, IN 47404 812-334-7940

Business Address

Telephone Number

garrett.gough@ebpaving.com

Email Address

CONTRACTOR will complete the WORK for the following 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 BID

**Moore's Creek Road, Sterling Woods to beginning of Stormwater
Infrastructure Project, 2.09 miles. Average width is 20'**

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1.	Mobil/Demobilization	LSUM	1		
2.	Maintenance of Traffic	LSUM	1		
3.	Tack Coat	TON	6		
4.	HMA Surface, 12.5 mm, Type B	TON	4065		
5.	Milling, Asphalt, Bridge Deck/Approaches 2"	SYD	281		
6.	Milling, Asphalt Curb, 2"	SYD	850		

Please See Attached

Written: Two hundred ninety four thousand four hundred ninety two dollars

Numerical: \$294,492.00

END OF SECTION

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	MOBIL/DEMOBILIZATION	1.000	LS	3,751.00	3,751.00
2	MAINTENANCE OF TRAFFIC	1.000	LS	3,500.00	3,500.00
3	TACK COAT	6.000	TON	540.00	3,240.00
4	HMA SURFACE 12.5MM TYPE B	4,065.000	TON	67.50	274,387.50
5	MILLING ASPHALT BRIDGE DECK/ APP 2"	281.000	SY	8.50	2,388.50
6	MILLING ASPHALT CURB 2"	850.000	SY	8.50	7,225.00
	Bid Total				\$294,492.00