



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA  
MONROE COUNTY COURTHOUSE  
NAT U. HILL MEETING ROOM  
BLOOMINGTON, INDIANA**

**December 28, 2012  
9:00 a.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**I. PUBLIC COMMENT**

**II. APPROVAL OF MINUTES**

**III. APPROVAL OF PAYROLL AND CLAIMS**

**IV. REPORTS**

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**D. Hunters Creek Road, LPA-Consulting Contract with American Structurepoint, Inc. (Bill Williams, Director of Public Works)** **57**

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**VI. APPOINTMENTS**

**VII. ANNOUNCEMENTS**

**VIII. ADJOURNMENT**

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**MINUTES**  
**MONROE COUNTY BOARD OF COMMISSIONERS**  
**DECEMBER 14, 2012**  
**MONROE COUNTY COURTHOUSE**  
**NAT. U HILL III MEETING ROOM**

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The Monroe County Commissioners met in a regular meeting on December 14, 2012, at 9:00 a.m. with the following members present: Iris Kiesling, Vice President; Patrick Stoffers, Member; and Julie Thomas, Member. Also present: Bill Williams, Director of Public Works; Jeff Cockerill, County Attorney; Jason Carnes, Commissioners' Administrator; and Marilyn Stonecipher, Deputy Auditor.

Not present: Amy Gerstman, Auditor; and Steve Saulter, Financial Director.

**CALL TO ORDER**

The meeting was called to order by Iris Kiesling.

**PLEDGE OF ALLEGIANCE**

**I. PUBLIC COMMENT**

(Kevin Enright, County Surveyor) Good morning, Commissioners. I'm here to talk about the movie *Lincoln* which has special resonance to us residents of Indiana. This is the statute memorializing him up at the Government Center in Indianapolis and as Abraham Lincoln said, "I grew up in Indiana and became a man." He moved at the age of 21 over to Illinois, to New Salem on the frontier near the Mississippi River. Here is the statute of Lincoln in New Salem recognizing Lincoln the surveyor and this gets into the rest of the story of Lincoln growing up to be a man.

On the frontier the role of the surveyor was of prime importance moving the westward expansion of America into the wilderness. George Washington's, through his family connections, first job was as a deputy to the county surveyor in Prince William County, Virginia, and in this picture we see young George Washington taking diligent notes of the county surveyor and we can see that the county surveyor was prestigious and a positive role model for the impressionable George Washington.

George Washington's first public office was as the county surveyor in Culpepper County, Virginia, and later his services were called on by the governor to open up the wilderness road into the western lands of America. It was on these western lands on this road into the west that fellow

surveyor George Rogers Clark led his expedition into the Northwest Territories during the Revolutionary War and it was from this expedition that these lands receded to the expanding United States.

George Washington had granted this land on the Ohio River in Indiana to the troops of George Rogers Clark. This was the first settlement here in Indiana and it was from this settlement on the Ohio River that George Rogers Clark's younger brother, William Clark, along with Meriwether Lewis began their expedition westward to explore the Louisiana Purchase and further on to the Pacific Ocean. When William Clark returned, he returned a hero but then he also returned to his day job which was the surveyor which was the surveying out of our State of Indiana.

Now Abraham Lincoln didn't start in this. He was a merchant. He teamed up as a partner with William Berry and started a dry goods store and then he was running for office for the State Legislature. He was an ambitious young man when he first moved to Illinois. But William Berry wasn't good in managing the business and the election didn't go well for young Abe Lincoln, he lost the election and then he came back and the business had troubles. Then William Berry died and this left Abraham Lincoln destitute and in debt. It was at this time that the county surveyor noticed the young man and offered him a position as the deputy. This was the beginning, the turning around in Abraham Lincoln's career. What he recognized was a man with potential, a man with a strong back, and it was from his service to the people in this position that he gained the respect of the people and then when he ran for Legislature again he was victorious. So it was this role of him as a surveyor that was the beginning of his career and why he is remembered as the surveyor in New Salem, Illinois. Thank you very much.

(Jim Shelton, Greater Bloomington Chamber of Commerce) Good morning, Commissioners. I'm wearing two hats this morning. One with the Chamber, I want to welcome Julie Thomas to the Board of Commissioners and wish her best of luck; and then switching hats to a newly-sworn-in CASA, we were sworn in November 8<sup>th</sup>. I want to report that the twelve of us who were sworn in are filling up with cases and we need more CASAs and the next class is going to start February 19<sup>th</sup>. If you want more information about it the phone number is 333-2272 or you can Google Bloomington CASA and find their website and get information about volunteering. But it is a wonderful volunteer opportunity to work with abused and neglected children and to represent the children. You will receive some 33 hours of training, get to observe court before you would be sworn in and then you're not cast out to work on your own, you would be working with a CASA employee when you do have a case. So it is a wonderful opportunity, February 19<sup>th</sup> the next class starts. Thank you.

(Kiesling) Thank you for being an advocate for that program. It is one that has been very soft in my heart for a long time from the very beginning actually. How many years? Twenty-five years are we now? Yes, here in this community.

## **II. APPROVAL OF PAYROLL AND CLAIMS**

**Stoffers made a motion to approve payroll and claims.**

## **II. APPROVAL OF MINUTES**

- A. April 5, 2012**
- B. April 20, 2012**

**Kiesling made a motion to approve the Minutes of April 5, 2012 and to continue the Minutes of April 20, 2012. Stoffers seconded. After a call for public comment, Kiesling called the question. Motion passed by a unanimous voice vote.**

## **III. APPROVAL OF PAYROLL (\$1,576,031.75) AND CLAIMS (\$40,699,455.13)**

**Kiesling made a motion to approve payroll and claims. Stoffers seconded.**

(Marilyn Stonecipher, Deputy Auditor) Good morning, Commissioners. The Auditor's office would like to ask you to approve two sets of claims today. One is our accounts payable claims which are \$40,699,455.13 and our payroll is \$1,576,031.75.

(Kiesling) Explain why the \$40 million is there.

(Stonecipher) It includes COIT, CVET, Excise and one advance as part of the settlement.

(Kiesling) It is going to the other jurisdictions that receive part of those funds so that is why it is so high. I think when people hear \$40 million, so I want to make sure we understand what it is for. It is not for us but it is for all the other units that receive tax distributions at the end of the year and we will probably do some more later on in the year too.

**After a call for public comment, motion passed by a unanimous voice vote.**

## **III. APPROVAL OF MINUTES**

- A. November 30, 2012**

**Stoffers made a motion to approve the minutes. Thomas seconded.**

(Kiesling) I think the only thing I have, Marilyn, is that toward the end where we talk about appointments Mr. Baer's name is B-A-E-R instead of B-E-H-R. That's the main one I saw. I saw another one but it is minor.

**After a call for public comment, motion passed by a voice vote of two yes votes and one abstention (Thomas).**

## **IV. REPORTS**

- A. Clerk of the Circuit Court Monthly Report for October 2012**

**Stoffers made a motion to accept the report. Thomas seconded. After a call for public comment, motion passed by a unanimous voice vote.**

**V. PROCLAMATIONS**

**A. Indiana University Men's Soccer Day**

***"IU MEN'S SOCCER DAY"***

**WHEREAS:** The IU Men's Soccer Team advanced to their 8<sup>th</sup> National Championship Sunday with a 1-0 win over Georgetown at Regions Park in Hoover, Alabama; and

**WHEREAS:** The Hoosiers hold the record for Championship appearances with fourteen title runs since 1973 and the second highest number of championship wins.

**WHEREAS:** Indiana advanced to the College Cup with a 4-1 win over Xavier, a 2-1 double OT win at No. 1 seed Notre Dame, and a 1-0 win at No. 9 seed North Carolina. Indiana is the first 16 seed to win the title game; and

**WHEREAS:** Indiana University is the only school to have won a title in each of the last four decades; and

**WHEREAS:** Coach Todd Yeagley is in his 3rd season as head coach. He was a standout player at Bloomington High School South and IU. Senior co-captain Caleb Konstanski is also a Bloomington native ; and

**WHEREAS:** IU President Michael McRobbie states "Men's soccer is one of the great athletics programs at Indiana University, with eight national championships, and, I think, it is fair to say it is one of the great athletics programs in the United States."

**NOW, THEREFORE:** We, The Monroe County Board of Commissioners do hereby proclaim Friday December 14<sup>th</sup> 2012

***"IU MEN'S SOCCER DAY"***  
***In Monroe County***

***PROCLAIMED THIS FOURTEENTH DAY OF DECEMBER, TWO THOUSAND AND TWELVE***

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

(Caleb Konstanski, Player) Thank you, Commissioners, for having us today. We just want to thank the community for all the support during the whole round, it has been incredible, and I just want to thank you guys for making today IU Men's Soccer Day. It is really an honor.

(Todd Yeagley, Coach) Certainly it is a special time and I really like having one of own from Bloomington here as a senior captain, Caleb, to have this moment. Again he is a key part of our team and it is rare that we have local talent that comes through and is able to be winning the crown jewel in their sport and we're really proud of Caleb and our entire team. This community really supports Indiana Men's Soccer and we really appreciate it. This is a wonderful honor which our whole team is very proud of. But again, this is a great celebration for the City of Bloomington.

(Kiesling) Well I've followed you guys from way back when when your dad was there and soccer has been one of the things that my kids have played too – not as much as Caleb has but they did very early on – so it is one of those sports that I think has been wonderful.

(Thomas) I just am so proud of everyone on the team and I think that your team showed such great discipline, integrity and hard work. No one thought you would do it but we were all pulling for you here and I know you knew it. So thank you for your hard work and doing us all proud.

(Stoffers) I couldn't be more proud of you. I sat riveted watching the soccer matches and it is fascinating and I'm amazed by the endurance and the intensity of the game itself and you guys were just superb. We thank you and we're very proud of you. If you would please why don't you come up here? We'd like to get a picture and we've got your proclamation.

## **VI. BIDS**

### **A. Monroe County Highway Department 2013 Material Bid Awards**

(Bill Williams, Director of Public Works) As mentioned, bids for eight classes of materials to be used by the Highway Department staff in 2013 were opened. Sealed bids were opened and read aloud by Highway staff on December 3, 2012, in accordance with public purchasing laws. Recommendations for the awards are based on a review of the bids and all award recommendations are given for the lowest, most-responsive and responsible bidder of a specific class of material. I've provided a handout for you all and have more here for the public if they are interested.

Item No. 1) Gasoline unleaded, leaded diesel fuel and oil: We would recommend that the award be given to all bidders in accordance with Indiana Code due to the escalator clause. Those bidders were C&S Oil Corporation, Petroleum Traders, and White River Co-Op.

Item No. 2) Guardrail: We received three bids: H.E. Henderson, Incorporated, James H. Drew Corporation and CPI Supply. After review we recommend that the bid be awarded to H.E. Henderson, Incorporated, of Martinsville, Indiana.

Item No. 3) Stone, gravel and sand: We had again three bidders: Rogers Group, Lincoln Park Stone, and Heritage Aggregate. We recommend that Rogers Group be awarded Nos. 53, 73, 12, fieldstone and de-icing sand; and that Lincoln Park Stone of Stinesville, Indiana, be awarded Nos. 2, 5, 8, 9, 11 stone and also riprap both shot and graded.

Item No. 4) We did not receive any bids and recommend that we use the open market for any purchase of this material on a per project basis.

Item No. 5) Pavement markings, paint: We received three bids: Airmarking Company, Incorporated, Gridlock Traffic Systems and Indiana Marking Services. We recommend that the bid be awarded to Indiana Marking Services of Greenfield, Indiana.

Item No. 6) Longitudinal and Transverse Marking, which is again pavement markings, thermoplastic: We received two bids from Gridlock Traffic Systems and Indiana Traffic Services.

After review, we recommend that the award be made to Indiana Marking Services of Greenfield, Indiana.

Item No. 7) Corrugated Metal Pipe: After comparing 449 pipe sizes and materials, we recommend that the award be given to Metal Culverts, Incorporated, of Jefferson City, Missouri. We received four bids on that: CivilCon, Incorporated, Culverts Plus, Incorporated, Metal Culverts Incorporated, and St. Regis Culvert.

Item No. 8) Aluminum Structural Plate: We received three bids from CivilCon, Incorporated, Culverts Plus, and St. Regis Culverts. We recommend that the award be given to Culverts Plus, Incorporated, of Bedford, Indiana.

**Stoffers made a motion to accept the bid recommendations of the Public Works Director for Highway Department materials and supplies. Thomas seconded. After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

**B. Monroe County Futures Family Planning Clinic Health Building Renovation Bid Award (\$149,900.00)**

**Stoffers made a motion to approve the bid award. Thomas seconded.**

(Jeff Cockerill, County Attorney) On December 10<sup>th</sup> we opened bids for the renovation of the lower level of the Health Building to house the Futures Family Planning Clinic. We received three bids for that project and the lowest, most-responsive and responsible bidder upon the recommendation of both our professional design team and the Legal Department is Weddle Brothers Building Group, LLC, and their bid came in at \$149,900. We would also request authorization of execution of a contract so that they can begin work.

**Stoffers amended his motion to include authorization to execute the contract and specify the award to Weddle Brothers. Thomas seconded. After a call for public comment, motion passed by a unanimous voice vote.**

**VII. OLD BUSINESS**

**A. Resolution 2012-35: Monroe County's Mission Statement for the Indiana CLEAN Community Challenge Program**

**Stoffers made a motion to approve Resolution 2012-35. Thomas seconded.**

(Dana Wilkinson, Highway Dept.) This mission statement was brought to you at the last meeting. This is to move forward in our County participating in a program sponsored by the Department of Environmental Management. It is a voluntary program to help us get some recognition and support in environmental stewardship and sustainability – all positive things for our community that we can receive praise and recognition for.

Passing this mission statement would be our first step in moving toward creating a quality of life plan. The Department of Environmental Management would help us create that. The mission



statement covers things that include creating a healthy and clean environment in our community, practicing and promoting pollution prevention measure, informing the citizens about environmental decisions and actions that we take. It is supposed to encompass community input and business input and County Government as well. It is a bunch of Departments collaborating and working together to create this plan – not just one specific Department or one specific topic, it is a collaboration.

(Kiesling) Well thank you for coming back. I just wanted to have a chance for Julie to vote on it but I also want the public to have a chance to talk about and listen about what the County is doing in terms of environmental management. So we appreciate that very much, Dana.

**After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

## **VIII. NEW BUSINESS**

### **A. JAG/Drug Court Grant from Indiana Criminal Justice Institute (\$84,564.00)**

**Stoffers made a motion to approve the grant. Thomas seconded.**

(Steve Malone, Probation Supervisor/Drug Court Coordinator) Good morning, Commissioners. Thank you for having me and thank you for your continued support of the Monroe County Drug Treatment Court Program. You have already signed the grant award; however, this is the actual grant agreement and the special conditions supplement that we need to have signed and sent back to the Criminal Justice Institute for full funding of my position of \$84,564 for fringe and salary. We were the actual top grant proposal in the State this year and this is the first time we have ever received 100% of what we asked for so we are pretty excited about that. Thank you.

(Thomas) Great work; and I heard you just received an award.

(Malone) Yes, ma'am, I did.

(Thomas) Brag a little.

(Malone) Monroe County Community Corrections is part of the Indiana Community Corrections Associations of Counties. It is called ICAC and I was nominated for Supervisor of the Year in the State of Indiana and I won that award in November.

(Thomas) Great, congratulations!

(Malone) Trust me, it is not all me; I have a lot of people that are surrounding me with the Drug Court team, the Judge, Linda, Tom, everybody. So it is not just me; it is the program and the Probation Department.

(Linda Brady, Chief Probation Officer) Steve won't brag on himself. He just kind of glossed over that it was the number one grant in the State and this is the second year in a row that we've been rated the number one grant. Steve is the grant writer so he is not taking credit but he should. He is

our primary grant writer and that is a real compliment and that is why we got 100% funding because even though the State of Indiana got less money from the Federal Government they decided to reward our program because of how good the program is and the grant being the number one two years in a row.

(Kiesling) When is the next graduation?

(Malone) That depends. We usually have graduation the very first Wednesday of every month. It depends on if somebody is eligible to graduate from the program, that determines whether or not there is a graduation.

(Kiesling) Let our office next time.

(Malone) At this point in time I don't think there is one scheduled for January but I believe there are one or two for February at this point in time. We've had over 220 graduates of the program at this point in time so our success rate is up over 62%. The national average is about 52% or 53%. Again, part of the reason for the funding is the grant writer but it also how well the program works and how good the team is and how we have a collaborative effort of community members that are involved in this as well. We thank you for your continued support.

(Kiesling) Well congratulations; it is really great and I appreciate what your whole team does.

(Malone) Thank you and Linda supports it very well to so we appreciate that as well. Thank you.

**After a call for public comment, motion passed by a unanimous voice vote.**

**B. City of Bloomington Martin Luther King Jr. Service Day Initiative Grant (\$500.00)**

**Stoffers made a motion to approve the grant. Thomas seconded.**

(Kim Meyer, Director, YSB) Good morning. I am pleased to come today and share that we've applied for a Martin Luther King Jr. Day of Action grant in the amount of \$500. We have once again applied to continue our garden project. A few years ago it dropped off. Last year was our revival of using the Martin Luther King Jr. Day grant where we revived our beds in partnership with many other organizations. To name a few would be Mother Hubbard's Cupboard, the Parks and Rec of our own County, and Stonebelt. So we've rewritten this grant and applied and we've once again been awarded \$500 to continue our project. What we anticipate doing this year is move our garden bed from down below out in the fields up to closer to the shelter so it is more accessible and easier to get to and paid more attention to. We will keep our gardens down below; we're just going to be expanding. We will continue our partnerships with the same agencies as last year.

(Thomas) Congratulations.

(Kiesling) Thank you very much, Kim. I appreciate what you doing in expanding our ideas of what you do at the Shelter.

(Meyer) Thank you. I should mention that credit should go Emma Ford and Allison Zimpher-Hoerr who are the counselors who wrote this grant this time.

**After a call for public comment, motion passed by a unanimous voice vote.**

**C. Ratification of 2013-2014 Indiana Department of Child Services Contract (\$237.00 per child per day)**

**Stoffers made a motion to ratify the contract. Thomas seconded.**

(Meyer) Youth Services Bureau of Monroe County operates Binkley House Emergency Youth Shelter. We are a licensed emergency shelter for youth ages 8 to 17 in the State of Indiana by the Department of Child Services. A brief correction, this year Department of Child Services has decided that the contract will be a two-year rather than one-year period. It saves time and energy from having to apply every year for a contract. This contract is quite important to us. This is how we generate funding from DCS-placed or court-ordered youth and that amounts to anywhere between \$80,000 to \$260,000 a year and that goes to pay our direct care staff in our shelter.

(Kiesling) And how many young persons do you have today?

(Meyer) Today I believe we have six, just yesterday we had nine. So it changes every day. We could have 15, we could have 2. So every day is a new beginning. You're always walking into something new and interesting and we actually welcome that.

(Kiesling) Does this also change the per diem that you get?

(Meyer) The per diem that we are awarded for the 2013 year is done mathematically through something called a cost report through Department of Child Services. The rate that we are awarded this year is \$237 per child per day. That his the highest we've ever been awarded. We've done a lot of work to make sure that we get every penny that we can that we have the right to in caring for kids.

(Kiesling) Well, that is the way it should be.

(Thomas) I appreciate your work.

**After a call for public comment, Stoffers called the question. Motion passed by a unanimous voice vote.**

**D. Contract with JDH Contracting, Inc. to Connect Youth Services to the Monroe County Network Via Fiber Optic Cable (\$29,876.00)**

**Stoffers made a motion to approve the contract.**

(James Pope, Tech Services) I just want to congratulate the soccer team also and say back in the early 80s when I joined the military I got to Texas and being proud of being from Indiana and I would I was from Indiana and expected to hear, "that's basketball country," but in Texas and

Southern California they say, "that's soccer country" and they always mention that those people play soccer there. So that is when I became a fan of Indiana Soccer and have been a fan ever since so I congratulate them.

This contract is going to hold more exciting things for the Youth Shelter. It is going to directly connect the Youth Shelter to our network here in County Government. Up until now they've been connected via a T1 line which does not provide enough speed pipeline for them to get back here. The kids that are there now have iPads to do their homework, they have to do research, and besides that we have people there that have to do work to help take care of them. So this is exciting. It is going to connect the Youth Shelter back here to us directly.

(Kiesling) Mr. Carnes, is that coming out of Cum Cap?

(Jason Carnes, Commissioners Administrator) Yes, this will be coming out of Cum Cap and depending on when we get the bill we will either pay for it this year or encumber it for next year.

(Kiesling) Okay, so we need to have some kind of statement from them. Actually this will probably do it.

(Pope) They said they can start as early as the first of the year.

(Stoffers) I don't think price has been expressed yet, \$29,876.

(Pope) That is if they don't hit limestone between the two buildings. They're boring over there. They should be able to tell us that before we start.

(Kiesling) Well it is right near where there was a quarry. Where those new buildings are, Rogers used to have a quarry right there at the northwest corner of 45 and Adams.

**After a call for public, Stoffers called the question. Motion passed by a unanimous voice vote.**

**E. Victim Offender Reconciliation Program Memorandum of Understanding with Monroe County Probation Department (\$31,375.00)**

**Stoffers made a motion to approve the MOU. Thomas seconded.**

(Brady) Welcome, Julie, to the Commissioners. This is different seeing you up there instead of being at the County Council. This will be the third consecutive year that we have a Memorandum of Understanding, or contract, with Community Justice and Mediation to do Victim-Offender Reconciliation Program. The contract amount for this year is \$31,375 and it was approved by the County Council. They are paid at a rate of \$7,843.75 per quarter in advance for the services. I have J. L. Siefers, President of their Board of Directors, to talk about the program.

(J. L. Siefers, President, Community Justice and Mediation Center) We have been healing harm since 1980. I want to thank the County for supporting this restorative justice program in Monroe County. Your continued support has allowed us to take what is known as a Victim-Offender Reconciliation Program. That is where we take an offender and a victim and try to reconcile. It is

an evidence-based program that shows that it does reduce recidivism and for those who actually recidivate it actually results in often lesser crime level. The important thing that your support has actually allowed us to do is to innovate the VORP to develop what we call Community Voices Program. This allows us to take an effective program and make it even more effective. In Community Voices often times we find that the victims are unable or unwilling to meet with the offender and so we can't gain the effectiveness of doing the mediation so we use trained volunteers to represent the community because in any crime we often see that the community as a whole has been harmed in addition to the specific crime against the victim. So your continued support has allowed us to take what I think is probably one of the most progressive and innovative VORP programs in the form of Community Voices and we would not have been able to do that without your support. So I want to thank you for that.

(Thomas) It is a great program. I went through CJAM training years ago and I just think that everything that happens there is just like magic and I know it takes a lot of volunteers as well so I want to thank them as well as the Board for your work.

(Siefers) We do have upcoming training in January. So if you want to find out go to [cjamcenter.org](http://cjamcenter.org) for more information.

(Kiesling) Jerry, thank you very much for coming in. We appreciate what you do as you know. I think again this is another organization that depends on volunteers just like the previous CASA program that Mr. Shelton talked about. It is just one of those good things in this community that happens because people are willing to step up to the plate and help us make good things happen. Thank you very much.

**After a call for public comment, motion passed by a unanimous voice vote.**

**F. Contract with VitalCheck for Monroe County Health Department's Vital Records Section to Offer Online Ordering of Birth and Death Records**

**Stoffers made a motion to approve the contract. Thomas seconded.**

(Penny Caudill, Administrator, Health Dept.) Good morning. I am pleased to bring this to you. We've been working toward this for a long time. This will make getting birth and death records easier for people who have their records in Monroe County but they live somewhere else, for example. So it will allow an online ordering and payment online. We get what our fees are and the person ordering them online will pay a third-party payer which is VitalCheck. So it will bring us up a little into where we should be. The State Health Department, as you know they've closed; you can no longer go in, everything is done online and they've used VitalCheck and other health departments have and do use VitalCheck as well.

**After a call for public comment, motion passed by a unanimous voice vote.**

**G. 2013 Outdoor Warning Siren Maintenance Contract with Mulry Electrical (\$8,808.00)**

**Stoffers made a motion to approve the contract. Thomas seconded.**

(Jim Comerford, Coordinator, Emergency Management) Good morning. This is a renewal of the contract we have with Mr. Mulry for the maintenance on our sirens. I would like to make a couple of comments on it. One thing is this year we have the requirement through the FCC to narrow band all of our radios. Every siren has a radio in it and I just want to point out that Chuck actually brought up the idea last year that when we [renewed the contract] this year to check on each one and we ended up replacing 20 of the 35 radios because they wouldn't narrow band and then he had to reprogram them and he offered to actually do that service as he was doing his yearly checks on them and so we've saved quite a bit of money this year doing that. The other thing is it is really hard. Those sirens require somebody that knows electrical, mechanical and radios and there are not too many people that have that combination so I'm really happy with the job he does.

(Kiesling) He's certainly been at it for a while. I don't know how long we've had contracts with him but for quite a while.

(Stoffers) The expression here is monthly - \$734 a month, so that is what about \$9,000 a year?

(Comerford) It is \$8,808.

(Kiesling) And that is coming out of a special fund, isn't it?

(Comerford) That comes out of our budget's radio and CD siren line.

**After a call for public comment, motion passed by a unanimous voice vote.**

**H. Resolution 2012-36: Establishing 2013 Township Assistance Appeal Hearing Dates**

**Stoffers made a motion to approve Resolution 2012-36. Thomas seconded.**

(Jason Carnes, Commissioners' Administrator) Good morning. As you know, the Commissioners must post and distribute to the Township Trustees and to the media scheduled weekly dates, times and locations for holding Township Assistance Appeal Hearings in the year of 2013. Any member of the public who applies for assistance through a Township and is unhappy with [the Township's] decision has the ability to appeal to the County Commissioners and this Resolution sets up the meetings where those would occur.

**After a call for public comment, motion passed by a unanimous voice vote.**

**I. Contract with Crowder-Detention Equipment Parts & Services, Inc. to Repair and Replace Doors for the Monroe County Jail (\$6,300.00)**

**Stoffers made a motion to approve the contract. Thomas seconded.**

(Carnes) This is to replace two damaged doors and to repair one damaged door in the Monroe County Jail. The work will be done by Crowder-Detention, Inc., [and the funds will be] coming out of Cum Cap Justice Repair line and the total is \$6,300.

(Kiesling) Is the sally port one?

(Carnes) One of the doors is the sally port, the main entrance into the Jail, which will also have a glass window in that as well, half glass window; and then the other two are actually detention cells within the facility.

**After a call for public comment, motion passed by a unanimous voice vote.**

**J. Contract with R.E. Anderson and Associates, Inc. for Miscellaneous Office Equipment (\$31,561.36)**

**Stoffers made a motion to approve the contract. Thomas seconded.**

(Carnes) This is to purchase some additional items from R.E. Anderson for the furniture that we purchased for the Courthouse. The majority of this is monitor arms, keyboard trays and other ergonomic-type devices for the desks to help the employees while they work through the day stay safe and comfortable. The funds are coming out of Cum Cap and the total list on the agenda is \$29,000.00 but when you add installation it is \$31,561.36.

**A call was made for public comment.**

(Linda Brady, Probation) I wanted to thank the Commissioners we just got our guest chairs today at Community Corrections and they came from R.E. Anderson. We bought the cheapest furniture when we moved into [the Community Corrections] Building in 1996. We didn't have very much money and we had to use User Fees. Some of those chairs have been falling apart for a long time. The new chairs – it is like a huge early Christmas present, thank you. We also appreciate working with R.E. Anderson, with Dick Anderson, he is a great vendor and is easy to work with but we want to thank you for the new furniture.

**Motion passed by a unanimous voice vote.**

(Kiesling) I've been very concerned about some of our staff when they're doing their work at the computers that they don't have the right kind of equipment and I've seen some things that I'm not happy with and I want to make sure all our employees are healthy and that we don't have any serious risk items with that.

**K. Convention Center Management Contract Amendment (\$369,600.00)**

**Stoffers made a motion to approve the contract. Thomas seconded.**

(Jeff Cockerill, County Attorney) We have a multi-year agreement with the Convention Center Management Company to manage the Convention Center but it contains a clause which indicates that their fee could be [increased] or decreased every year depending on essentially County Council's budgeting process. This is just formalizing what was approved at the budgeting process into their contract.

(Talisha Coppock, Convention Center Management Co.) We're heading into our 22<sup>nd</sup> year of working for the Commissioners. It has been a great relationship and we thank you for that. This management fee – the funds come from operations of the Convention Center. It is deposited into the County and then we get it back out through this management fee through the claims system. We haven't raised the amount for a couple of years but we really felt like we needed to this year. It is going up \$10,000. It is basically personnel costs, benefits, insurance, taxes, and health insurance. The new renovations have been fabulous. We're getting great response from that. We've updated our marketing materials. You may have heard as well Charlene Rinner Sikes has retired and so we wish her the best. She has been with us for 21 years. We have two new staff members, Zoe Monce and Lauren Dexter who have picked the ball up and are running. So we think it is going to be a good year for 2013.

(Kiesling) The money that is generated from that is from bed tax?

(Coppock) This is not bed tax at all. This is funds that are generated from room rentals, percentages that we receive from our contracts.

**After a call for public comment, motion passed by a unanimous voice vote.**

**L. Change Orders for the Courthouse Structural Repair Project (\$4,790.32)**

**Stoffers made a motion to approve the change orders. Thomas seconded.**

(Cockerill) Bill Ludlow assures me that this is the last change order for that project. These are essentially a lot of miscellaneous items that occurred. The biggest dollar value being when they went through and found the plumbing fixtures for all the sinks – when they turned the water back on after they had shut it down for a while, some of them, to put it mildly, exploded. So they had to go through and check all of them and they found that there were some rust deposits where the joint curves and so they had to go through and check all those, take those out and replace them. So that was the biggest part. The total, if you include the adds and the deductions of both of the change orders for Heflin and Cassady is just under \$5,000. I think \$4,800 approximately. With the change order for Cassady being a deduct of \$2,948.68 and the change order for Heflin being an add of \$7,739.00.

(Kiesling) I'm not surprised about those plumbing problems, it is old enough, and the material they used before was not quite as tolerant of some of the stuff coming through the system too.

(Cockerill) When the one went bad they cut it out and showed it to us and it is supposed to be ¼" in diameter and basically it was about half the size of an ink pen.

**After a call for public comment, motion passed by a unanimous voice vote.**

(Kiesling) This is a Cum Cap expense, correct?

(Cockerill) It will either be Cum Cap or Building Corporation. I think we got the last set of billings in this week. So we're going to look at both of those sources to see which one is most appropriate.



**M. Joint Petition to Vacate and Reissue the Notice of Interim Trail Use and Statement of Willingness to Assume Financial Responsibility**

**Stoffers made a motion to approve. Thomas seconded.**

(Kevin Dogan, County Attorney) Good morning. I'm sure this item needs no explanation but I will give you a little bit of background on this anyway. These are two items of a package of items that with your approval will be sent to the U.S. Surface Transportation Board to enable the County to acquire what is called *interim trail use rights* to a section of inactive railroad corridor of about 2-1/2 miles that is located between Ellettsville and Bloomington. This section of railroad corridor was subject to a Federal rail banking process back in 2005 which avoided the abandonment of the rail corridor and basically held it in reserve for future railroad use but in the meantime allowed for interim uses for recreational trails of the corridor. The entity that acquired the interim trail use rights to the corridor was the Indiana Trails Fund up in Indianapolis. They did that more or less on behalf of Monroe County and its Parks Department with the idea that eventually Monroe County would want to move forward with a trails project and that they would transfer those rights to the County. Well the Parks Board some time ago started looking at making arrangements to get those interim trail rights back for the County. It has taken a while to do that. When you are dealing with railroads nothing goes very quickly except maybe the commerce on the railroad track. But we've finally gotten all the paperwork together and with your approval we would like to get that sent to the Surface Transportation Board and if this transfer is approved, which we expect it to be, we will have the ability to put in a recreations trail in this section of corridor. The timing is great because we are just finalizing our acquisition process for the Karst Greenway and this will connect up to the Karst Greenway. We also just recently built and opened Detmer Park with a trail in front of that which will also connect up to this system. There is a new YMCA being built that is very close to the end of this corridor and there is hopefully the possibility of connecting to the B-Line Trail sometime in the future. So it could really make for a great trail system and this is the first step in the process. There is going to be quite a bit of planning that needs to be done. There will be a need for contacting area property owners. We're getting citizen input and we're finding funding to develop the trail but the acquisition of the interim trail rights is the first step and a necessary step. So with your approval we will get this ball rolling.

(Thomas) Great project!

(Kiesling) Yes, it is very exciting. We're getting more and more trails here and getting the connections. It will be really great. I have some friends who have been on most of the trails to ride their bike or walk on a regular basis and it is really kind of neat.

**After a call for public comment, motion passed by a unanimous voice vote.**

**N. Resolution 2012-40: Concerning Surplus Property, Parks Department Vehicles**

**Stoffers made a motion to approve Resolution 2012-40. Thomas seconded.**

(Dogan) The Council authorized the Parks Department recently to acquire some replacement vehicles; long overdue I believe. As a result, they can look at some of their older vehicles and

decide what to do with those. Two vehicles that they have, a 1993 dump truck and a 1994 cargo van, have pretty much seen their useful life expire at least for purposes of Monroe County and for regular usage which the Parks Department would make of those vehicles. What we're asking for you to do today is to declare them surplus so they can be disposed of. Now the nice thing about what we have in mind with respect to these vehicles are we have found out that the Hoosier Hills Food Bank, which is partnering with the Parks Department to do community gardens at the new Detmer Park, is in need of vehicles and thinks that even older vehicles like these two, for their purposes, could be very useful and they have expressed interest in acquiring those vehicles. So by your declaration of these being surplus, we can arrange for the transfer of these vehicles to the Hoosier Hills Food Bank.

(Kiesling) Do we have to declare also that we donated to them?

(Dogan) There will be a letter that accompanies that. I think the Resolution to determine them surplus is sufficient for purposes today.

**After a call for public comment, motion passed by a unanimous voice vote.**

**O. Memorandum of Understanding with Indiana State University for Office Space at North Showers Building for the Indiana Small Business Development Center**

**Stoffers made a motion to approve the MOU. Thomas seconded.**

(Dogan) The Indiana Small Business Development Center has maintained office space within the Showers Building for a number of years prior to the County's acquisition of the North Showers Building. They are operating on a shoestring and they have in the past been able to use that space when Indiana University was in control of the space at no charge. We have allowed them to stay in that space for the past year and they would like to stay on for another year. They have consolidated their use of space. They had three small offices and now they are down to one. They recognize that they can't afford to pay rent but they feel like they make a major contribution to the community and so in this Memorandum of Understanding we recognize that contribution by their commitment to schedule at least a dozen training programs in Monroe County for the citizens and small business development. We feel like that more than offsets the subsidy in providing them with space in the Showers Building.

(Kiesling) The value of that is about how much? \$4,500 for the year?

(Dogan) Yes, approximately the rental value would be about \$4,500.

(Kiesling) I'm glad to see that they will be doing that and hopefully they will join up with BEDC and some of the other groups that are working on small business development also.

**Motion passed by a unanimous voice vote.**

**IX. APPOINTMENTS**

[None].

**X. ANNOUNCEMENTS**

- Monroe County offices will be closed Monday, December 24<sup>th</sup>, and Tuesday, December 25<sup>th</sup>. Offices will also be closed Monday, December 31<sup>st</sup>, and Tuesday, January 1<sup>st</sup>.
- The next Commissioners' meeting will be Friday, December 28<sup>th</sup>, at 9:00 a.m. in the Nat U. Hill III meeting room of the Monroe County Courthouse.

The meeting was adjourned at 10:03 a.m.

\*\*\* \*\*

The Minutes from the Regular Session of the Monroe County Commissioners held December 14, 2012, were approved on December 28, 2012.

Monroe County Commissioners

Ayes:

Nays:

\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Julie Thomas, Member

\_\_\_\_\_  
Julie Thomas, Member

Attest:

\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor



**WEIGHTS AND MEASURES MONTHLY REPORT**  
State Form 44196 (R2/10-99)

**DIVISION OF WEIGHTS AND MEASURES**  
2525 North Shadeland Avenue, STE D3  
Indianapolis, IN 46219-1791  
(317) 356-7078

**Inspector:** Scott Sowder **Jurisdiction** Monroe **Month of** Nov 16 - Dec 15 **2012**

STATISTICAL				
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	Total
<b>SCALES</b>				
Vehicle -State Police				
Vehicle -State Inspection				
Vehicle -City or County	1			1
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	4			4
Hopper Scales				
Computing Scales	15	3		18
Suspension Scales				
Prescription Scales	1			1
Gram Scales				
Non-Commercial Scales	8	1		9
Miscellaneous Scales	2	1		3
<b>MEASURING DEVICES</b>				
LP Gas Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Meters				
High Flow Diesel Meters				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TEST</b>				
Commercial Weights				
Prescription Weights	43			43
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Standard Containers				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked	619			619
Packages Controlled	1523	54		1577
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
<b>GRAND TOTAL</b>	<b>693</b>	<b>5</b>		<b>698</b>

**NARRATIVE**

(Explain Miscellaneous Tests and Activities.)

**Small Scales**

I am nearing completion of the scales. I have 3 remaining and will have those completed by the end of the week. I have added 3 businesses to our annual inspection schedule that have not been checked in the past. I will continue searching in December for more businesses that are out of compliance.

**Wrestling Scales**

All wrestling scales have been completed for the season

**Precious Metal**

I have been trying to stay on top of the "traveling" gold buyers that set up at hotels as I see their ads in the newspaper. I came across one last week and they were in compliance. However, a new gold buyer on the north side of town had a "not legal for trade" scale His current scale was rejected and he is in the process of waiting for a replacement scale.

**Package checking**

Since it is the holiday season I have completed more package checks this month. I am finding a few minor issues but I don't seem to be finding as many as I did last year.

As another calendar year comes to a close, I will be spending some time cleaning and servicing the equipment in preparation for January. I will also continue the package checking and start checking net weights on the small LP tanks at the convenience and grocery stores.

**FILED**  
**DEC 17 2012**

*[Signature]*  
Auditor Monroe County, Indiana

# MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

## MONTHLY REPORT NOVEMBER 2012

### Charges:

1	Fees payable to the State	\$	743,297.67
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	189,157.78
3	Bank Discrepancy	\$	2,404.87
4	Trust Funds (Bonds/Other)	\$	1,402,823.93
5	Trust, Refunds	\$	144.57
6	Trust, Judgment Collections	\$	16,591.99
	ISETS Child Support Collections	\$	18,697.81
	Cash on Hand		500.00
7	Total Charges	\$	<u>2,373,618.62</u>

### Credits

- 8 Certificate of deposit
- 9 Certificate of deposit
- 10 Certificate of deposit
- 11 Monroe County Bank Account
- Monroe Bank Account - Ledger
- Old Judgment Collections
- ISETS Child Support

**FILED**  
DEC 21 2012

*M* 14  
Auditor Monroe County, Indiana

12	Subtotal: Daily Balance Record (Lines 8-11)	\$	2,354,420.81
13	ISETS Monthly Clerk's Support Record	\$	18,697.81
14	Total Depository Balances as shown by Records	\$	<u>2,373,118.62</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,373,618.62</u>
		\$	<u>2,373,618.62</u>

21	Balance in All Depositories	\$	2,667,868.27
22	Deduct: Outstanding Checks	\$	(369,444.09)
23	Net Depository Balance		

24	Deposits in Transit	\$	73,641.47		
25	Bank Fees	\$	30.00		
26	Interest				
27	Miscellaneous Adjustments (explain fully)	\$	285.99		
28	Participant recoupments	\$	520.00		
29	Agency recoupments	\$	216.98		
30	Balance in all Depositories (line 14)	\$	2,373,118.62	\$	2,373,118.62
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.

(SEAL)



Clerk, Monroe Circuit Court

ISETS: Over \$406.20	-406.20
ISETS over \$5.50 docket collection fee	-5.50
Adjustment for ACH items in transit	266.19
ACH item not authorized	-27.50
Return items	35.00 Returned CK
Return items	176.50 Rejected CC payment
Other Adjustments	247.50 Error on adjustment
Total Misc Adjustments	285.99

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 November 30, 2012

MONROE COUNTY

## CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded).....	\$ 26,224,104.19
2 Advance Collection of Taxes.....	964,975.72
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.....	87,072.17
7 Demand Fees.....	3,283.16
8 Dog Tax.....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	210,502.52
11 Gross Income Tax on Real Estate.....	0.00
12 Vehicle License Excise Tax.....	2,279,209.33
13 Sewage Collections.....	19,483.95
14 Tax Sale Costs.....	54,635.00
15 Aircraft License Excise Tax.....	55.05
16 Auto Rental Excise Tax.....	147,645.56
17 Watercraft Title and Registration Fees (Boat Excise Tax)	12,155.49
18 Watercraft Use Tax.....	350.50
19 Weed and Trash Removal.....	477,002.19
20	
21 Total Balances of all Ledger Accounts - Cash.....	47,143,489.42
22 Total Balances of all Ledger Accounts - Investments.....	286,080.96
23 Total Charges.....	\$ 77,911,005.21

## CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 71,453,804.09
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 6,456,201.12
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.....	\$ 77,911,005.21
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 77,911,005.21 \$ 77,911,005.21

34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 71,453,804.09
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	3,995,971.97
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 75,146,512.39
37 Deposits in Transit (Detail on Reverse Side).....	303,263.67
38 Proof.....	\$ 75,146,512.39 \$ 75,146,512.39

## 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 13th day of December, 2012

*Catherine 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**

DEC 13 2012

*H*  
Auditor Monroe County, Indiana

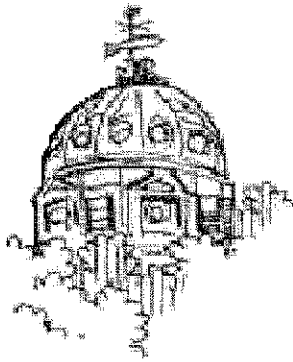
## COUNTY TREASURER'S

MONROE COUNTY  
Month ending  
November 30, 2012

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

Note: If additional space is needed attach sheet giving above information for all items.





## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Monroe County Health  
Department requests approval of amendments to Monroe County Code Chapters 310 and 365

SOURCE OF FUNDS: FUND #: NA AMOUNT: NA

FUND NAME: NA

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: The changes to Chapter 310 are to increase the fee for the department to issue a septic repair permit from \$75 to \$100 and to create a new \$25 fee for registering home births. The changes to Chapter 365 are to add definitions for each of the approved types of septic systems, to add GEO-flow Pipe Leaching system to the approved septic system list, and to clarify that the issuance of a septic permit does not entail the department's recognition of the sufficiency of an existing septic system under four specified conditions where the department has determined existing systems should not be considered adequate. These changes have all been approved by the Monroe County Board of Health.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Penny Caudill PHONE NUMBER: 339-2068

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes x No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## ORDINANCE 2012 - 43

### **An ordinance to amend Chapter 310 of the Monroe County Code concerning Health Department Service Fees**

**WHEREAS**, the Monroe County Board of Health has reviewed the existing schedule of service fees charged by the Monroe County Health Department and has determined that certain fees should be altered in order to recover the actual costs to the Department for rendering the services associated with those fees, and

**WHEREAS**, the Monroe County Commissioners find that the proposed amendment would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter 310 is amended to read as follows (Deleted language is indicted by ~~strikeout~~ and added language is indicated by underline):

**Section 1.** Monroe County Code Chapter 310 is amended to read as follows:

#### **310-1. Authority to Establish and Collect Fees**

The Health Department is empowered to establish and collect fees in accordance with the provisions in this chapter.

#### **310-2. Services Subject to a Service Fee**

The Health Department may charge a service fee not in excess of the cost for providing to any person the following services:

- (A) home health care as prescribed within the meaning of Section 1881(o) of the Social Security Act for a home health agency and as authorized by the State Board of Health under IC 16-19-3-21;
- (B) any personal health service provided through the Health Department, including, but not limited to, the Chest Clinic, as authorized by IC 36-8-2-5 and 16-20-1-27;
- (C) services provided by the Health Department in providing a copy of a certificate of birth or death as authorized by IC 16-37-1-9 and 16-20-1-27;
- (D) services provided by the Health Department in the inspection of public eating and drinking establishments, retail food markets, itinerant food stands and semi-public food service establishments upon application to obtain a permit or license for retail food markets and food service establishments in Monroe County as authorized by IC 36-8-2-4 and IC 16-20-1-27;
- (E) services provided by the Health Department in the inspection of private sewage disposal systems within Monroe County as

authorized by IC 36-8-2-4 and IC 16-20-1-27;

- (F) services provided by the Health Department in the inspection of the public disposal of solid waste within Monroe County as authorized by IC 36-8-2-4; and
- (G) supervision and inspection of sanitary installations as required by the following chapters of this Code:
  - (1) Chapter 341, Food Service Establishments;
  - (2) Chapter 342, Food and Beverage Vending;
  - (3) Chapter 350, Trailer Parks and Public Camps;
  - (4) Chapter 360, Solid Waste Disposal;
  - (5) Chapter 365, Private Sewage Disposal Systems; and,
  - (6) Chapter 364, Hazardous Waste Facility.
- (H) education and training of food service workers.

**310-3. Collection, Accounting and Disposition of Fees**

- (A) The Health Department shall collect such fees established as a part of this chapter in accordance with the schedule designated in Section 310-4.
- (B) All fees collected by the Health Department shall be accounted for in detail for each program service area.
- (C) All fees collected by the Health Department shall be transferred to the Monroe County Health Fund. The monies collected in accordance with the provisions of this chapter shall be used only for the maintenance or future expansion of the specific program services.
- (D) Fees collected for health services provided individuals in other County health jurisdictions and involving payment from County tax revenue shall be collected in accordance with an agreement pursuant to IC 16-20-1-8.

**310-4. Fee Schedule**

The following fees shall be charged and collected and services rendered by the Health Department:

DESCRIPTION	FEE
AMENDMENT AFFIDAVIT	\$25.00

-Paternity Affidavit	\$50.00
-Paternity Affidavit Upon Marriage	\$25.00
-Certified Copy of Paternity Affidavit	\$10.00
-Amendment by Notification	\$10.00
<b>BIRTH CERTIFICATE</b>	
- Full Size and Wallet Sized	\$15.00
- Amended Birth Certificate	\$15.00
<b>CAMPGROUND</b>	
- Permit for Travel-Trailer park or Campground	
- First Ten Stands or Cabins	\$100.00
- Additional Per Stand or Cabin Over Ten	\$3.00
<b>DEATH CERTIFICATE</b>	\$15.00
<b>ENVIRONMENTAL SITE ASSESSMENT</b>	
- Phase I E.S.A. Records Search	\$50.00
- Phase I E.S.A. Records Search with Field Investigation	\$75.00
<b>FUTURES FAMILY HEALTH CLINIC</b> - Fees for clinic office visits, medical procedures, medical treatments, laboratory tests, birth control devices and medicines are based on the actual costs to the clinic to provide these items. The specific fee amounts have been approved by the Board of health and a complete schedule of the fees is available and posted at the Futures Family Health Clinic. In accordance with the requirements of the federal grant funding this program, clinic users with incomes less than 250% of the current federally-recognized poverty level are required to only pay a percentage of these established fees base on their income level.	
<b>FOOD SERVICE</b>	
License for Food Service Establishment or Retail Food Establishments	
<b>Number of Employees</b>	<b>Annual Renewal Fee</b>
1 – 5	\$150.00
6 – 9	\$300.00
10 +	\$450.00
<b>Food Manager Certification Course</b>	
- Monroe County Food Services Establishments	\$125.00 per participant
- Non-profit organization	\$65.00
- Non-Monroe County Food Service Establishment \$150.00	
- Non-profit	\$75.00 per participant

- Examination Retake (all participants)	\$50.00
<b>-Seasonal Establishments</b> Establishments operating 4 to 9 months per year, (including those participating in Summer Farmer's Markets) \$100.00  Establishments operating less than 4 months per year (including those participating in Winter Farmer's Markets) \$ 50.00	
<b>- Mobile Food Service</b> - License for Mobile Food Service Establishment	
- Mobile Unit (Motorized or Non-Motorized)	\$100.00
Non-Motorized, Prepackaged Ice Cream and Novelties only	\$25.00
<b>- Plan Review or New Establishment Construction Fee (One Time)</b>	
Mobile	\$100.00
1 - 5	\$150.00
6 - 9	\$300.00
10 +	\$450.00
<b>- Temporary Food Service</b> - License for Temporary Food Service Establishment (per day/not to exceed \$100.00)	
	\$25.00
<b>- Vending Machines</b> - License for Vending Machine of Potentially Hazardous Foods:	
- First Ten Machines	\$100.00
- Additional Per Machine Over Ten	\$10.00
FOREIGN TRAVEL – Vaccination Books	\$2.00
GENEALOGICAL DOCUMENT	\$15.00
<b>HAZARDOUS WASTE FACILITIES</b>	
- Registration fee for Interim Hazardous Waste Storage Facility: One Time Only – Prior to Licensing	\$1,000.00
- Annual License Fee	\$500.00
<b>HOME BIRTHS</b>	
- Registration fee	\$25.00
<b>INCINERATORS – SMALL</b>	
- Registration Fee for New Incinerators	\$125.00

- Annual License Fee	\$100.00
<b>NOTARY PUBLIC SERVICE</b>	\$2.00
<b>ON-SITE LOT IMPROVEMENT SURVEY</b>	\$50.00
<b>PATERNITY AFFIDAVIT</b>	\$25.00
<b>REAL ESTATE EXAMINATIONS</b> Inspections \$75.00 Well Sampling \$75.00	
<b>RECORDS – GENERALLY</b>	
Laminated - Small	\$3.00
Laminated – Large	\$6.00
<b>Photocopies</b> (Disclosure Form Required)  <b>Plastic Sleeves – Large</b>  <b>Plastic Sleeves - Small</b>	
	.10 per printed side
	\$2.00
	\$1.00
<b>Recreational Facilities – Inspections and Permits</b>	
<b>-BEACH</b>	
- Not Connected to a camp – inspection \$75.00  - In conjunction with camp permit inspection \$25.00	
<b>-CAMPGROUND</b>	
-Permit for travel-Trailer park or Campground -First Ten Stands or Cabins \$120.00 -Additional Per Stand or Cabin Over Ten \$5.00	
<b>REFUSE HAULERS</b>	
\$50.00	Per Vehicle/Per Year
<b>SEWAGE DISPOSAL</b>	
- Application for private new residential sewage disposal system installation	\$200.00

- Application for private sewage disposal system (including sewer laterals), repair, addition, or reinstatement	\$100.00\$75.00
- Application for private residential sewage disposal system installation (Includes Soil Analysis)	\$300.00
- Application for subdivision sewage disposal system installation, repair or addition; charge per lot	\$25.00
- <b>Soil Analysis</b>	
- Analysis only	\$175.00
- Permit Modification	\$25.00
- Each additional trip for above	\$25.00
- Additional soil test for above	\$100.00
- Duplicate septic permit	\$25.00
- Backfill reinspection (per additional trip)	\$25.00
- Septic Installer Test and Company Registration	\$100.00
- Septic Installed by Homeowner Test	\$250.00
<b>SOLID WASTE</b>	
- Solid Waste Disposal Facility	
Registration Fee - One Time Only – Prior to Licensing	\$500.00
- Annual Fee	\$350.00
- Transfer Site	
Registration Fee - One Time Only – Prior to Licensing	\$150.00
- Annual Fee	\$75.00
- Transfer Station	
Registration - One Time Only – Prior to Licensing	\$200.00
- Annual Fee	\$125.00
<b>SWIMMING and WADING POOLS AND SPAS</b>	
- Annual Pool and Spa Registration-open all or most of the year	\$450.00
-Seasonal Pool and Spa Registration-open during or between May and September	\$250.00
<b>VACCINATION BOOKS FOR INTERNATIONAL TRAVEL</b>	
	\$2.00
** Late fees charged for Pools and Spas and Retail Food Establishments who fail to pay fees within 30 days after deadline; 10% of annual fee per month for each month late, not to exceed 60%	

### 310-5. Health-Related Research Requests

Research of information from official birth and death records housed in the Health Department may be conducted by persons who are not employees of the Health Department pursuant to the following procedures:

- (A) a person wishing to research records of the Health Department, shall request permission to do so, in writing, from the Health Department, stating:

- (1) the researcher's title, position and academic affiliation (if applicable);
  - (2) the purpose for which the data obtained is to be used; and
  - (3) the years and number of individual records to be researched (if known and/or applicable);
- (B) at no time shall the researcher be allowed to research the record books on his own without the supervision of a staff member of the Health Department present;
  - (C) all such research is to be done in the offices of the Health Department and no official records are to be taken off the premises as such;
  - (D) the department head reserves the right to set, or agree to, times and dates when such research may be conducted.
  - (E) the researcher shall agree to bear any and all costs incurred for damage to, or duplication of, any and all records from which information is to be obtained;
  - (F) at no time shall the privacy surrounding the records of illegitimate births, records of adoption or any other information considered privileged by statute or other provision be breached during or for research purposes;
  - (G) the submittal of a request to do research shall constitute an implied agreement by the researcher to abide by all conditions set forth in this section.

**Section 2.** This ordinance shall be effective upon its adoption and publication according to law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"YEAS"

"NAYS"

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Iris F. Kiesling, Vice-President



Patrick Stoffers, Member

Patrick Stoffers, Member

\_\_\_\_\_  
Julie Thomas, Member

\_\_\_\_\_  
Julie Thomas, Member

ATTEST: \_\_\_\_\_, 2012

\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor

## ORDINANCE 2012 - 44

### An ordinance to amend Chapter 365 of the Monroe County Code concerning Private Sewage Disposal Systems

**WHEREAS**, the Monroe County Board of Health has reviewed the existing code provisions on private sewage disposal systems and has determined that certain revisions should be made to them, and

**WHEREAS**, the Monroe County Commissioners find that the proposed amendment would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter 365 is amended to read as follows (Deleted language is indicated by ~~strikeout~~ and added language is indicated by underline):

**Section 1.** Monroe County Code Chapter 365 is amended to read as follows:

#### **365-1. Definitions**

**"Bedroom"** for purposes of interpreting 410 IAC 6-8.1 means any room within a dwelling that is large enough and convenient for sleeping purposes and contains at least one window for natural light and ventilation, and emergency egress. A bedroom is none of the following: a bathroom, kitchen, living room, family room, dining room, closet, foyer, pantry, laundry room, furnace or utility room.

**"Building Site"** means all areas, regardless of acreage, situated within Monroe County upon which are located residential, business, recreational, or other buildings.

**"Combined Sewer"** means a sewer receiving both surface water run-off and sewage.

**"Commercial Facility"** means any building or place not used exclusively as a one- or two-family dwelling. Commercial facilities include, but are not limited to, office buildings, manufacturing buildings, warehouses, apartments, multiplexes, townhouses, condominiums, motels, restaurants, schools, churches, child care facilities, long-term care facilities, hospital facilities, correctional facilities, state facilities, mobile home parks and campgrounds.

**"Dwelling"** means any house or place used, or intended to be used, as a place of seasonal or permanent human habitation or for sleeping for one (1) or two (2) families.

**"Flood Elevation, 100 Year"** means the level of any flood expected to be equaled or exceeded on the average of once in a one hundred (100) year period, as calculated by a method approved by the Indiana Department of Natural Resources. This elevation is equivalent to a flood having a probability of occurrence of one percent (1%) in any given year.

**"Flood Plain"** means any area subject to inundation by flood or floodwater from any lake or watercourse and includes those designated areas determined by the Indiana Department of Natural Resources or FEMA to be within the contours defined as the 100-year flood elevation.

**"GEO-flow Pipe Leaching System"** means a septic system approved by the Indiana State Board of Health that usually consists of a septic tank which transports effluent by gravity flow to a soil absorption field with vented "Handcore 10" septic pipe embedded in sand.

**"Holding Tank"** means a self-contained, leakproof, watertight reservoir used for the purposes of collection and temporary storage of sewage wastes prior to proper disposal at an approved disposal facility (i.e., municipal sewage treatment plant) by a State Department of Health licensed septic tank cleaner.

**"Maintenance Agreement"** means an agreement between the owners, or agents of the owners, and a State Department of Health licensed septic tank cleaner granting and conveying to the cleaner by the owners, or agents of the owners, an easement in gross to come upon the land for the purpose of inspecting, repairing, or cleaning the sewage holding tank. The agreement may be in, and on, the form provided by the Health Department or by the licensed septic tank cleaner.

**"Mound System"** means a septic system approved by the Indiana State Board of Health that consists of a septic tank and a pump tank with an effluent pump which transports effluent under pressure to a raised soil absorption field with pressurized septic pipe embedded in sand.

**"Permit"** means a written document issued by the Health Department authorizing a person to install, construct, maintain, alter, operate, or repair a private sewage disposal system according to an approved plan, design, and specification complying with the provisions of this Chapter.

**"Private Sewage Disposal System"** means any sewage disposal system not constructed, installed, maintained, operated, and owned by a municipality, a taxing district, or a corporation or organization possessing a "Certificate of Territorial Authority" issued by the Indiana Public Service Commission and established for that purpose.

**"Public Sewer"** means any conduit for sewage constructed, installed, maintained, operated, owned, or defined as such by a municipality, taxing district, or a corporation or organization possessing a "Certificate of Territorial Authority" issued by the Indiana Utility Regulatory Commission and established for that purpose. A system of conduits installed for the purpose of carrying surface water run-off and sub-soil drainage shall not be considered a public sewer under this definition.

**"Presby System"** means a septic system approved by the Indiana State Board of Health that usually consists of a septic tank which transports effluent by gravity flow to a soil absorption field with vented "Presby 10" septic pipe embedded in sand.

**"Sanitary Privy"** means a fly-tight, rodent-proof privy for the disposal of human excreta as presented in State Department of Health Bulletin S.E. 11 and amendments thereto, except that the pit or vault shall be an approved septic tank with the outlet sealed.

**"Sanitary Sewer"** means a sewer that carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

**"Septic Tank-Absorption Field System"** means and includes the sewer from the house to the septic tank, the septic tank, the septic tank effluent sewer, the pump, pump tank, and related items as may be required, the distribution box(es), and the underground absorption seepage lines.

**"Sewage"** means the water-carried waste derived from ordinary living processes, including but not limited to human excreta and waste water derived from water closets, urinals, laundries, sinks, utensil-washing machines, bathing facilities, or similar facilities or appliances.

**"Sewage Disposal System"** means any arrangement of devices and structures used for receiving, treating, disposing, or storing of sewage.

**"Sewer"** means a pipe or conduit for conveying sewage.

**"Soil Absorption"** means a process that uses soil to treat and dispose of effluent.

**"Soil Absorption Field"** means effluent distribution pipes laid in a system of trenches or elevated beds into which effluent discharges for soil absorption.

**"Soil Inventory and Evaluation Report"** means that written report of the soil scientist or Monroe County Health Department staff member giving characteristics and qualities of the soil which affect its suitability for absorbing waste from private sewage disposal systems, including but not necessarily limited to soil permeability, soil loading rate, percolation rate, groundwater level, depth to bedrock, flooding hazards, and slope.

**"Soil Loading Rate, SLR"** means the design rate at which effluent may be applied to the infiltrative surface of a soil absorption field.

**"Soil Scientist"** means an individual determined to be qualified by the Indiana State Department of Health, to characterize the qualities of the soil that affect its suitability for absorbing waste from private on-site sewage disposal systems and to properly prepare the appropriate "soil inventory and evaluation report." It may also mean a qualified Monroe County Health Department staff member.

## **365-2. Requirements for a Private Sewage Disposal System and Connection With Public Sewers**

- (A) Where a public sanitary or combined sewer is not available, all persons owning or leasing a dwelling or commercial facility shall comply with the provisions of the Chapter for private sewage

disposal systems.

- (B) Any property producing sewage or similar waste that is served by a private sewage disposal system that has failed or constitutes a health hazard must be connected to a public sewer if the public sewer is located within three hundred feet (300') of the property line of the affected property. The Health Board may waive this requirement if it determines that it is impractical to make such connection and the property owner demonstrates that adequate repairs and safeguards can be made to the existing system. If sewer hook-up is required, the failed system repositories shall be abandoned and filled with suitable granular material and the connection to the public sewer shall be made within ninety (90) days after official notice to do so from the Health Department.

Any dwelling which is not connected, or cannot be connected, to a sanitary sewerage system, and which does not have access to municipal or well water shall have either a privy approved by the Monroe County Health Department as meeting the requirements of the Indiana State Department of Health Bulletin SE 11, "Sanitary Vault Privy", 1986 Edition or a "port-a-pot" routinely serviced by a State-approved septic hauler (a list of such approved haulers shall be provided by the County Health Department). An easement agreement, in a form approved by the Monroe County Health Department, must be provided to the Department for any privy or "port-a-pot" maintained for any habitable residence.

Any dwelling which is not connected, or cannot be connected to a sanitary sewage system, and utilizes either municipal or well water shall be provided with a residential sewage disposal system which includes a septic tank and a soil absorption system that has not failed.

All residential septic systems shall employ secondary cleaning of the effluent, ~~by means of trenches or a settling bed,~~ before the effluent is released into the underlying or onto adjacent soils. The method for secondary cleaning shall include filtration through a state-approved medium, ~~such as sand, peat biomats, or ground-up coal slag.~~ Types of Sseptic systems approved by Indiana State Department of Health that typically employ such secondary cleaning are mound, Presbys and ~~sand filter trickle drip septic~~ GEO-flow Pipe Leaching systems. ~~Sand filter trickle drip septic systems require routine maintenance and, therefore an easement agreement, in a form approved by the Monroe County Health Department, must be provided to the Department, for such an installed systems to receive approval from the Department.~~

### **365-3.**

#### **Permits for Installation, Alteration, Repair, or Addition**

- (A) No person shall install or cause to be installed a private sewage disposal system or privy or alter, repair, or add to an existing private sewage disposal system without first obtaining a permit from the

Health Department.

- (B) Any deviation from the original permit, as approved, requires written advance authorization by the Health Department. Failure to obtain written authorization in advance, and/or to follow the original permit installation conditions, constitutes a violation.
- (C) The application for such permit shall be made on a form provided by the Health Department and shall be supplemented by any plans, specifications, and other information as is deemed necessary by the Health Department.
- (D) A permit and inspection fee in the amount specified in Section 310-4 of the Monroe County Code shall be paid to the Health Department at the time the application is filed.
- (E) A permit issued for a private sewage disposal system or privy shall not become valid until the installation is completed in compliance with this ordinance and with approval from the Health Department, and until the permit card is signed by the Health Officer or his duly appointed representative.
- (F) The Health Department shall be allowed to inspect the work at any stage of construction. The applicant for the permit and/or installer shall notify the Health Department forty-eight (48) hours prior to the work being ready for final inspection. The inspection and determination shall be made within two (2) working days of the receipt of notice by the Health Department and shall be completed before any underground portions of a system are covered, except in the case of extenuating circumstances as determined by the Health Department. The authorized representative of the Health Department allowing the covering of a system or parts of a system without inspection, shall set forth the extenuating circumstances in writing, and the report shall be permanently filed with the Health Department.
- (G) Any installation which is covered before being inspected by the Health Department without written authorization, must be uncovered for final inspection prior to approval being given for the work.
- (H) The permit issued for a private sewage disposal system shall be posted in a conspicuous place at, or near, the building where the private sewage disposal system is under construction. The notice should be plainly visible from the public thoroughfare serving the building.
- (I) A permit to install a private sewage disposal system or privy issued after January 1, 1994, shall expire on the last day of the month sixty (60) calendar months after the date of issuance if the installation has not been completed and approved by the Monroe County Health Department prior to that time. The expiration date will be clearly marked on the permit.

- (J) A property owner may apply to the Monroe County Health Department to reinstate a permit which has expired under 365-3(I). The original soil analysis must indicate suitability for on-site sewage disposal utilizing a system which is approved for use in Monroe County by the Monroe County Health Department. The Health Department shall have the sole determination in this regard.
- (K) A permit reinstatement fee, in the amount specified in Section 310-4 of the Monroe County Code shall be paid to the Health Department at the time the application to reinstate a permit is filed.
- (L) Temporary Septic Permits

Notwithstanding any other provision of this chapter, the Health Department may issue a temporary permit to install a private sewage disposal system or add to an existing system in order to serve an additional structure which has been placed or constructed on the property for medical reasons, provided that the structure has been approved by the Monroe County Building Department and the applicable planning authority.

- (1) The existing system must comply with state and county requirements at the time of application.
- (2) The installation shall be completed within the period established by the Department at the time of application.
- (3) The site and installation shall be inspected at the time of issuance of the permit and thirty (30) days thereafter and at the expiration of one year.
- (4) The temporary permit shall expire at the end of one (1) year and may thereafter be renewed for successive periods of one year following inspection by the Department.

#### **365-4. Minimum Size of Building Sites**

- (A) In order to be considered for a private sewage disposal system, a proposed building site shall have a minimum area of forty-three thousand five hundred sixty (43,560) square feet (one acre).
- (B) In order to be considered for a private sewage disposal system, the proposed site must have room for the approved septic absorption field and an additional area, approved by the Monroe County Health Department, set aside for installation of a second septic absorption field to be utilized as deemed necessary to repair the septic system or an area large enough to maintain a mound, ~~or Presby~~ or GEO-flow Pipe leaching system. Such determination (to repair the septic system) may be made by the Health Department. A variance to the dual field area requirement may be granted by the Monroe County

Health Board, in its sole discretion, if the applicant:

- (1) makes the variance request in writing;
  - (2) presents clear and convincing evidence that special conditions warrant such a variance; and
  - (3) presents clear and convincing evidence that the variance, if granted, will present no significant risk that sewage will flow off-site, pollute groundwater or create a health hazard. The cost of installation and maintenance will not, in and of itself, constitute a special condition justifying a variance.
- (C) Individual lots in subdivisions designed to utilize on-site sewage disposal systems, for which plats were approved by the local plan commission or recorded prior to September 1, 1993, are exempt from the provisions of 365-4(A) of this Ordinance provided they meet all the other requirements of this chapter.

**365-5. Minimum Soil Loading Rate**

- (A) A minimum soil loading rate of .025 gallons per day, per square foot of trench bottom, shall be required for consideration of an application for a permit to install, construct, maintain or operate a private sewage disposal system.
- (B) The soil loading rate termination of each building site for which a permit is applied for shall be made according to recognized procedures of the United States Resources Conservation Service, including, but not necessarily limited to, site surveys, soil borings, measurements and observations. This information shall be reported as part of a soil inventory and evaluation report.
- (C) A list of State Approved Soil Scientists shall be made available to an applicant and the soil inventory and evaluation must be conducted by someone on this list or by authorized Monroe County Health Department staff.

**365-6. Approved Installers**

- (A) Any person engaged in or intending to engage in the installation, construction or repair of sewage disposal systems or equipment shall make application to the Monroe County Health Officer to have his name placed on the "Register for those engaged in the installation, construction and repair of sewage disposal systems or equipment." The application form shall contain the name and address of the applicant or firm represented by the applicant, and such other information as the Monroe County Health Officer may reasonably require to aid him in the administration and enforcement of these regulations, or to help him determine whether there is any reason



why he should not approve the applicant's request to be placed on the register.

- (B) Any person making application to have his name placed on the "Register for those engaged in the installation, construction and repair of sewage disposal systems or equipment," shall demonstrate his knowledge of all applicable portions of the current Monroe County Ordinance, and any and all applicable Regulations related to the design, installation, construction, and repair of sewage disposal systems or equipment, and all applicable State Rules. (ISDH Rules 410 IAC 6-10, Bulletins S.E. 13 and S.E. 11). Such demonstration shall be made in the form of the successful completion of an examination covering these topics. The form and content of this examination shall be determined by the Monroe County Health Officer or his designated representative.
- (C) Any person making application to have his name placed on the "Register for those engaged in the installation, construction, and repair of sewage disposal systems or equipment," agrees to abide by and to install, construct or repair any and all sewage disposal systems or equipment in accordance with this Ordinance, current regulations, and any future Ordinance or regulation established by the Monroe County Board of Health.
- (D) The Monroe County Health Officer or his designated representative may remove the name of any person from the "Register of persons engaged in the installation, construction, and repair of sewage disposal systems or equipment," who have demonstrated inability or unwillingness to comply with this ordinance. The Monroe County Health Officer or his designated representative must first give such person written notice of his intention to take such action, and the reason(s) for such action. The affected person has a right to a hearing before the Monroe County Health Officer or his designated representative if the person makes written request to the Monroe County Health Officer within ten (10) days of the receipt of this notice. The person may appeal an adverse decision to the Monroe County Health Board by sending written notice of appeal to the Monroe County Health Officer within ten (10) days of receipt of the Health Officer's decision. All notices, whether by the Health Officer, his designated representative, or the affected person, must be delivered in person or sent by certified mail, return receipt requested. In all cases, a receipt must be obtained which indicates the date and to whom the notice was delivered. Once removed, such person may not engage in the installation, construction, or repair of any sewage disposal system or equipment in Monroe County until such person applies to have his name reinstated on said Register by the Monroe County Health Officer. The person must satisfactorily demonstrate his or her ability and willingness to comply with this ordinance and post a bond with the Monroe County Board of Health, with surety acceptable to the Board, in the penal sum of not less than Twenty Thousand Dollars (\$20,000.00) Dollars in favor of the Monroe County Board of Health. The bond shall be conditioned upon registrant's faithful compliance with this Ordinance and with

rules and regulations which may from time-to-time be established by the Monroe County Board of Health relating to the installation of private sewage disposal systems.

- (E) A list of the currently registered installers in Monroe County will be supplied, upon request, to an applicant for an on-site sewage disposal system permit.

**365-7. Installation, Construction, Maintenance, Operation, and Repair Requirements**

- (A) At any commercial facility which is not connected to a public sewer system, and where no public sewer system is available, there shall be established, installed, constructed, maintained, operated, and, if necessary, repaired a private sewage disposal system that shall comply with the standards of the State Department of Health as contained in Rule 410 I.A.C. 6-10, Bulletin S.E. 13 and amendments thereto or in such other manner as approved by the State Department of Health. Rule 410 I.A.C. 6-10 and Bulletin S.E. 13 are incorporated by reference as part of this Section, and two (2) copies are filed in the office of the County Auditor and the Health Department for public inspection.
- (B) Any commercial facility which is to be served by an on-site sewage disposal system shall obtain the approval for such from the Indiana State Department of Health and the Monroe County Health Department.
- (C) All private, one or two-family dwelling on-site sewage disposal systems shall be installed, constructed, maintained, operated, and, if necessary, repaired in an approved manner as described in Regulation 410 I.A.C. 6-8.1 and amendments thereto of the State Department of Health and in the regulations of the Health Department and amendments thereto. These rules and regulations are incorporated by reference as a part of this Chapter, and two (2) copies are filed in the office of the County Auditor and Health Department for public inspection.
- (D) All two-family dwelling units in the County are required to have each separate dwelling portion or unit served by a separate sewage disposal system.
- (E) Any privy situated within Monroe County shall be of the sanitary type, shall be installed, constructed, operated, and, if necessary, repaired, so that insects and rodents cannot enter the vault, and shall be maintained in a clean condition. Any privy shall be so located as to avoid contamination of water supplies. The installation, construction, maintenance, operation, and repair of such privies shall be as described by Bulletin S.E. 11 and amendments thereto of the State Department of Health, with the exception that the pit or vault shall be an approved septic tank with the outlet sealed. These rules and regulations are incorporated by reference as a part of this Section, and two (2) copies are filed in the office of

the County Auditor and the Health Department for public inspection.

- (F) Privies may not be utilized for wash, bath, kitchen, or other wastewater disposal. ("gray water"). In addition, all privies shall be accessible by a licensed septic tank pumper to within fifty feet (50') of an all-weather access road.
- (G) The installation of any private sewage disposal system, not described in State Department of Health Regulation 410 I.A.C. 6-8.1, Bulletin S.E. 11, Bulletin S.E. 13, and amendments thereto or in the regulations of the Health Department and amendments thereto may be approved by the Board of Health. Plans and specifications for any such alternative private sewage disposal system must bear the written approval of the State Department of Health. If such experimental system thereafter causes a public health hazard, or nuisance, as determined by the Health Department, a septic tank-absorption field system, or other suitable system, as defined, shall, upon order of the Health Department, be installed to replace such experimental system within ninety (90) days after official notice to do so from the Health Department.
- (H) Septic tanks shall have a minimum capacity below the water line of one thousand (1,000) gallons.
- (I) Absorption trench sizing requirements listed in 410 I.A.C. 6-8.1 will be considered minimum size requirements.
- (J) Absorption fields shall not be located within thirty-five (35) feet of any slope greater than fifteen percent (15%). A variance to this requirement may be granted by the Monroe County Health Board, in its sole discretion, if the applicant:
  - (1) makes the variance request in writing;
  - (2) presents clear and convincing evidence that special conditions warrant such a variance; and
  - (3) presents clear and convincing evidence that the variance, if granted, will present no significant risk that sewage will flow off-site, pollute groundwater, or create a health hazard. The cost of installation or maintenance will not, in and of itself, constitute a special condition justifying a variance.
- (K) Perimeter drainage tile outlets require varmint guards, and a construction design that protects the drainage tiles from future damage or collapse.
- (L) Low flow or low volume toilets must be installed in any new house or business falling under this Ordinance.
- (M) Garbage grinders or disposers shall not be installed in a dwelling served by a private sewage disposal system, unless the system contains a properly installed multiple compartment septic tank.

- (N) A concrete riser shall be installed around the access lid of a septic tank and brought up to ground level. Lids or risers shall be of an approved "lock down" or childproof type.
- (O) Holding tanks may only be approved for installation where absorption field repairs cannot be made or on a temporary basis (as approved by the Health Department) pending hook-up to the sanitary sewer. A permit shall not be issued until a completed maintenance agreement is filed with the Health Department.
- (P) The Health Department, through the Health Board, shall have the right to promulgate reasonable rules and regulations for its own guidance, as may be deemed necessary or desirable to protect, promote, or improve public health or to control disease, not in connection with any provision contained in this Section, or any regulation promulgated from time to time, by either the Indiana Legislature or the State Department of Health.
- (Q) When a permit for the inspection, repair, expansion and/or replacement of a septic system is required by the Building Department or the Planning Department of Monroe County for a home improvement project or for property subdivision, or is issued for any other purpose, the Health Department will not approve or accept the sufficiency of a septic system if any of the following conditions have not be resolved to the satisfaction of the Health Department:
- (1) there is no permit on file with the Health Department of initial installation and inspection of a septic system for the property;
  - (2) there has been an increase in number of bedrooms or an addition of a studio, loft or living quarters to the property since the existing permit was issued that would required a larger septic system than that required by the existing permit;
  - (3) if a holding tank is being used for the property in place of a septic system meeting the requirements this chapter, provided that the property can accommodate an approved septic system; or
  - (4) if the Health Department determines that the existing septic system is failing.

If any of the four (4) above-listed conditions exist, the Health Department does not recognize the property

as being served by a septic system that is sufficient or otherwise meeting the Department's approval.

**365-8. Prohibited Acts**

- (A) It shall be unlawful for any person to place, deposit, or permit any human excrement, or sewage, to be deposited in an unsanitary manner upon public or private property within Monroe County.
- (B) It shall be unlawful to install a private sewage disposal system in any area defined by the Indiana Department of Natural Resources as a flood plain.
- (C) It shall be unlawful to occupy a dwelling not served by a public or private sewage disposal system.

**365-9. Violations--Investigation, Corrective Action**

- (A) The Health Department may enter upon and inspect private or public property, at proper times, in regard to the possible presence, source, and cause of disease or any suspected violation of this Chapter or Sections of the State Department of Health Regulations 410 I.A.C. 6-10, Bulletin S.E. 13, or Bulletin S.E. 11.
- (B) Any person found to be violating any provision of this Chapter may be notified by the Health Department with a written order stating the nature of the violation and providing a reasonable time limit for satisfactory correction thereof.
- (C) After receiving an order in writing from the Health Department, the owner, the agent of the owner, the occupant, or the agent of the occupant of the property shall comply with the provisions of this Chapter as set forth in such order within the time limit included therein. The order shall be served on the owner, the owner and the occupant, or the agent of the owner or occupant, but may be served on any person who by contact with the owner has assumed the duty of complying with the provisions of an order.

**365-10. Violations and Penalties**

- (A) A person who violates any provision of this Chapter commits an ordinance violation, which:
  - (1) for the first violation is a Class C Ordinance Violation; and
  - (2) for the second, and any subsequent violation, is a Class B Ordinance Violation.
- (B) Each day after the expiration of the time limit for abating unsanitary conditions, or completing improvements to abate such conditions, as

ordered by the Health Department, shall constitute a distinct and separate violation.

**Section 2.** This ordinance shall be effective upon its adoption and publication according to law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"YEAS"

"NAYS"

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Iris F. Kiesling, Vice-President

\_\_\_\_\_  
Patrick Stoffers, Member

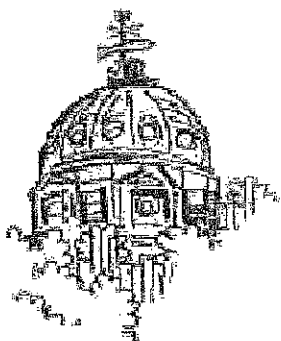
\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Julie Thomas, Member

\_\_\_\_\_  
Julie Thomas, Member

ATTEST: \_\_\_\_\_, 2012

\_\_\_\_\_  
Amy Gerstman, Monroe County Auditor



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: \_\_\_\_\_  
To amend original traffic ordinances

SOURCE OF FUNDS: FUND #: N/A AMOUNT: \_\_\_\_\_

FUND NAME: Highway

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: \_\_\_\_\_  
To amend original stop sign ordinance #86-06  
To amend original speed limit ordinance #86-09

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Bill Williams PHONE NUMBER: 349-2555

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Bill Williams

OFFICE/DEPARTMENT: Monroe County Highway

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No x

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_
2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: Bill Williams DATE: December 20, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## ORDINANCE 2012-41

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

### SECTION I

An ordinance to amend Ordinance 86-6 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

Appendix A of Ordinance 86-6 is amended by the **addition** of the following **stop** locations:

Morning Brook Lane for Strain Ridge Road  
Morning Brook Lane for Foggy Ridge Lane  
Sunday Drive for Ketcham Road  
Cole Court for Sunday Drive  
Selc Court for Sunday Drive  
Ers Way for Farmers Drive  
Farmers Drive for Bolin Lane  
Clear View Court for Baywood Drive  
Shire Glen Drive for Mel Currie Road  
Shire Glen Drive for Guinness Court  
Derby Drive for Sophia Court  
Sophia Court for Jackson Creek Drive  
Carberry Court for Derby Drive  
Calloway Street for Jackson Creek Drive  
Calloway Street for Derby Drive  
Calloway Court for Calloway Street

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

### SECTION II

An ordinance to amend Ordinance 86-9 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-9 is amended by the **addition** of the following **speed limit** locations for **30 mph**:

Morning Brook Lane	Shire Glen Drive	Calloway Street
Foggy Ridge Lane	Guinness Court	Calloway Court
Selc Court	Sophia Court	Jackson Creek Drive
Sunday Drive	Carberry Court	



SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 28<sup>th</sup> day of December, 2012.

**BOARD OF COMMISSIONERS**

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

\_\_\_\_\_  
PATRICK STOFFERS  
PRESIDENT

\_\_\_\_\_  
PATRICK STOFFERS  
PRESIDENT

\_\_\_\_\_  
IRIS KIESLING  
VICE PRESIDENT

\_\_\_\_\_  
IRIS KIESLING  
VICE PRESIDENT

\_\_\_\_\_  
MARK STOOPS  
MEMBER

\_\_\_\_\_  
MARK STOOPS  
MEMBER

ATTEST:

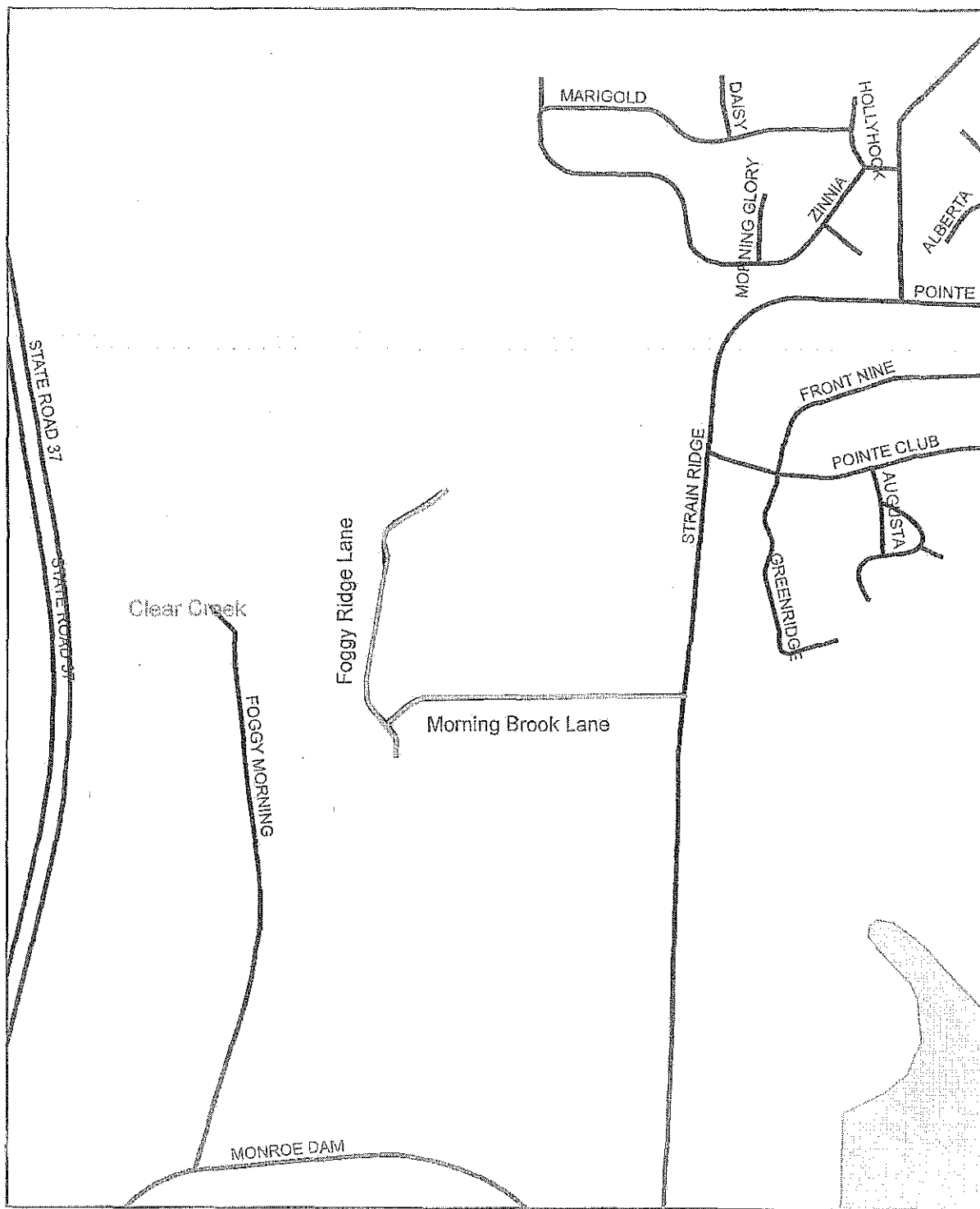
\_\_\_\_\_  
AMY GERSTMAN, MONROE COUNTY AUDITOR

**CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE**

I certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) on \_\_\_\_\_ and \_\_\_\_\_, and in the Journal (Ellettsville) on \_\_\_\_\_ and \_\_\_\_\_. Thus the effective date of the ordinance is \_\_\_\_\_.

\_\_\_\_\_, Amy Gerstman, Monroe County Auditor

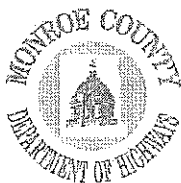
# Foggy Morning Glen Subdivision



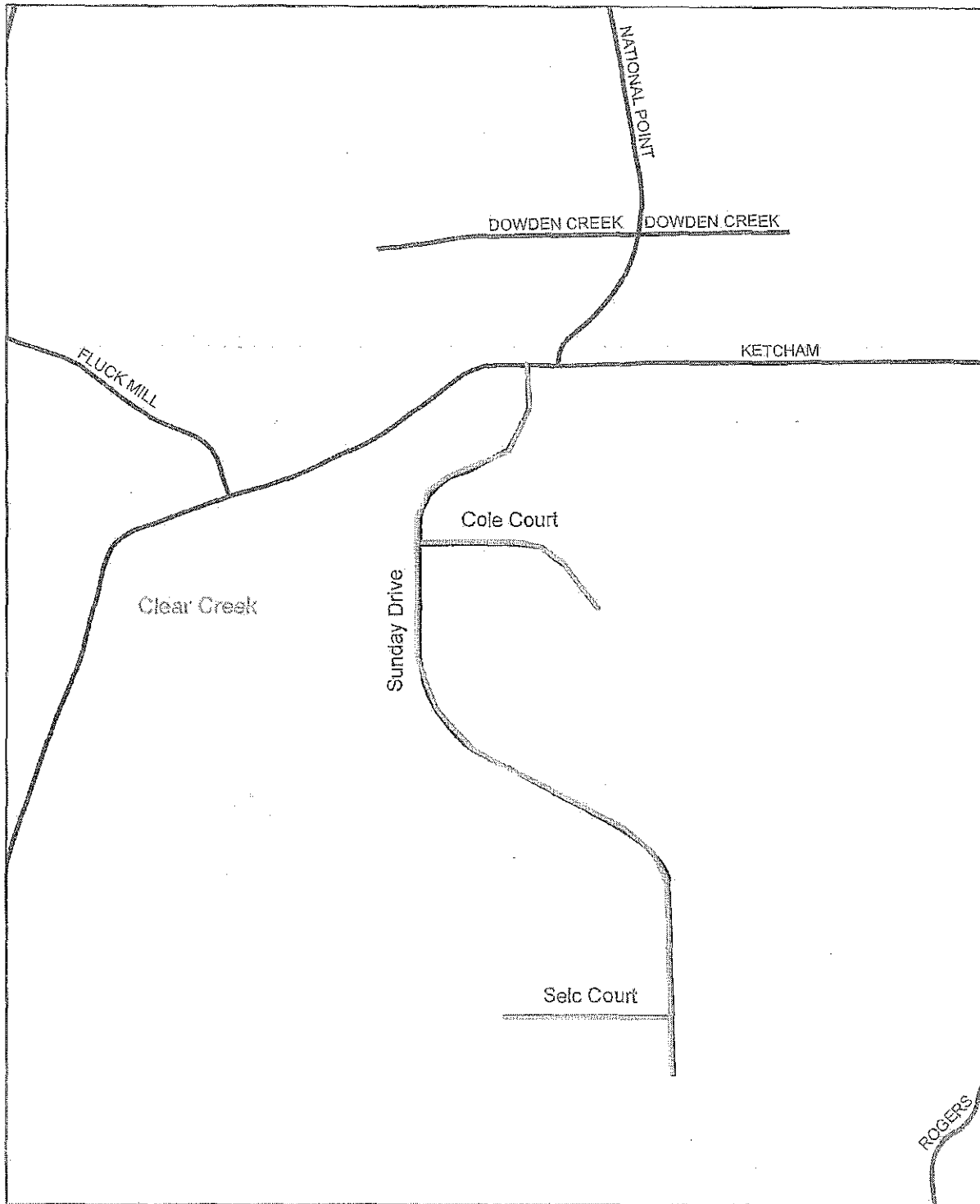
## Legend

- Townships
- Road Centerline



New Road Segment



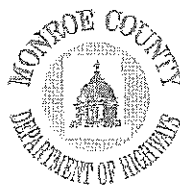
# Benchmark Subdivision



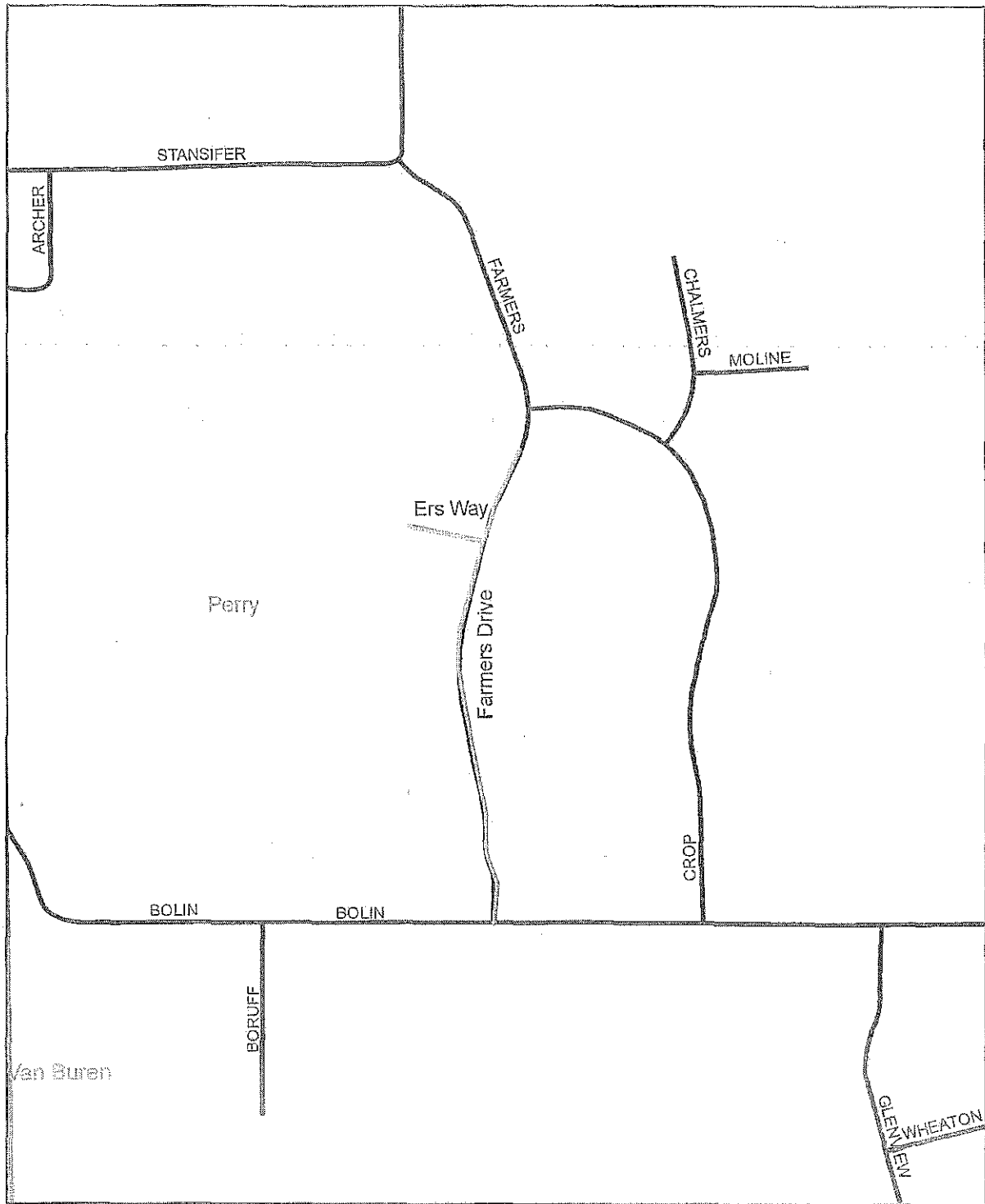
## Legend

-  Townships
-  Road Centerline



 New Road Segment




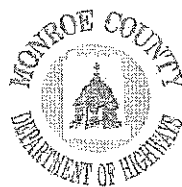
# Farmers Field Subdivision



## Legend

-  Townships
-  Road Centerline

 New Road Segment



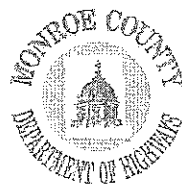
# Clear View Court



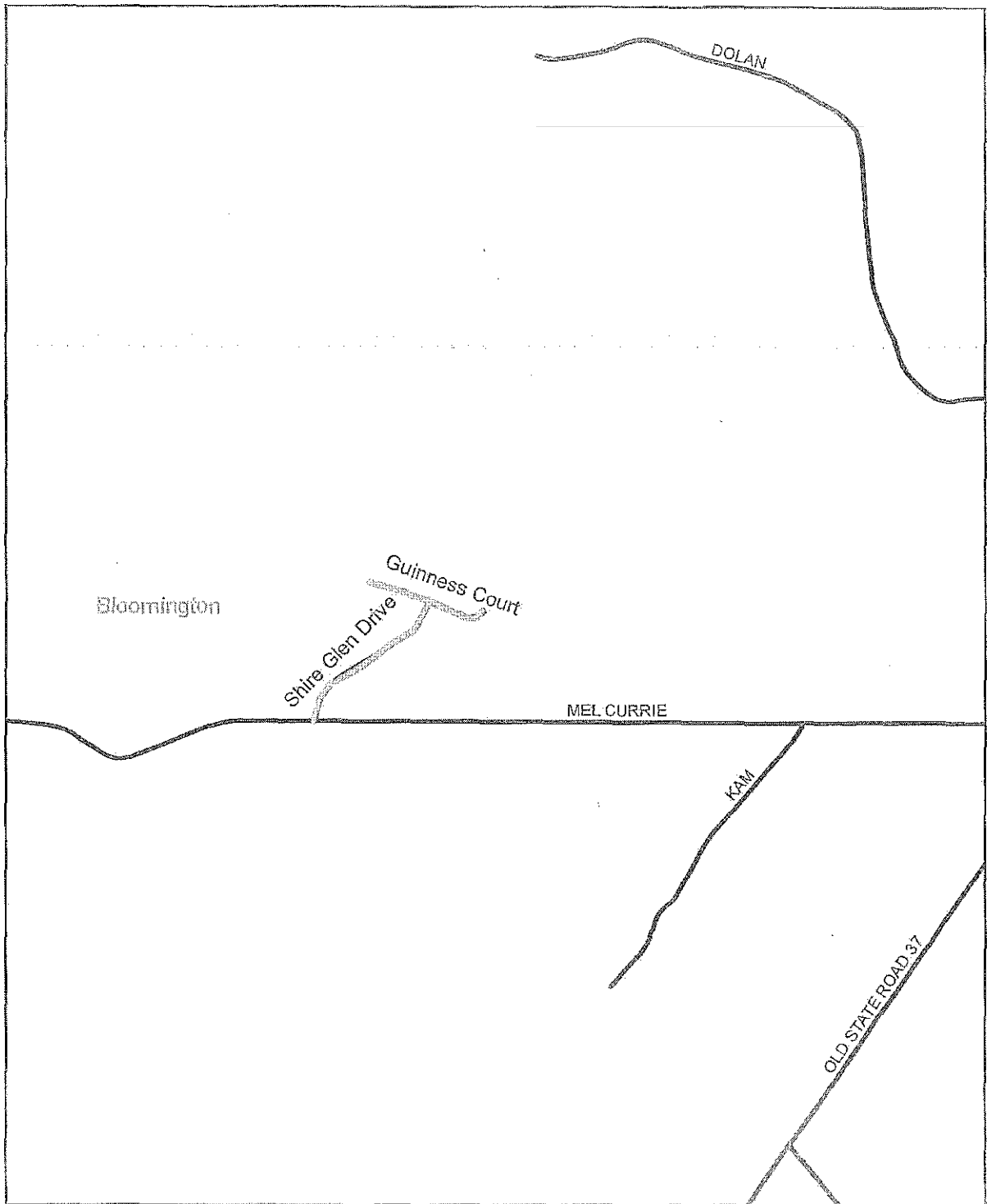
## Legend

- Townships
- Road Centerline



New Road Segment




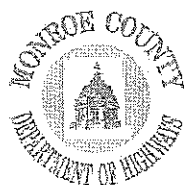
# Shire Glen Subdivision



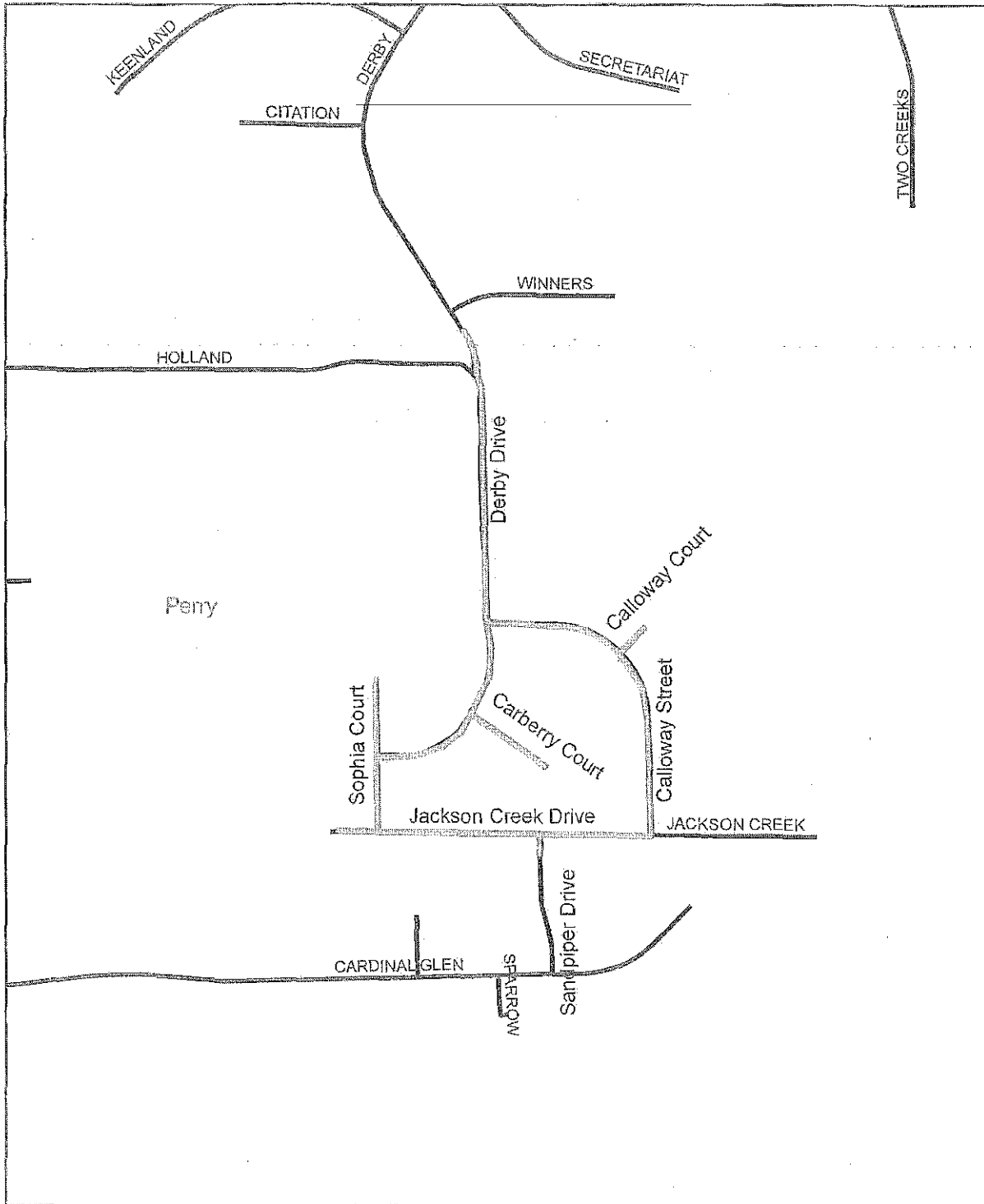
## Legend

-  Townships
-  Road Centerline

 New Road Segment



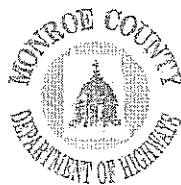
# Sutton Place Subdivision

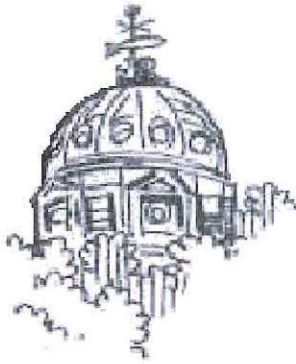


## Legend

- Townships
- Road Centerline

New Road Segment





## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Stinesville Road Bridge #12; LPA-Consulting Contract Supplemental Agreement #2

SOURCE OF FUNDS: FUND #: 1135-448-30.0034 AMOUNT: \$6,400.00

FUND NAME: Cumulative Bridge Fund

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

#### EXECUTIVE SUMMARY:

This supplemental agreement will modify the original agreement to allow for modifications to the original environmental document. The modification includes the addition of a mitigation parcel as required by the IDNR Construction in a Floodway Permit.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Bill Williams PHONE NUMBER: (812) 349-2577

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Same

OFFICE/DEPARTMENT: Public Works / Highway Engineering

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No       

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) Existing

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State	<u>\$0</u>
Local Match	<u>\$6,400.00</u>
Total	<u>\$6,400.00</u>

SIGNED: Bill Williams DATE: December 21, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



SUPPLEMENTAL AGREEMENT  
NO. 2

This Supplemental Agreement, made and entered into this 28<sup>th</sup> day of December, 2012, by and between Monroe County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8126 Castleton Road, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated May 22, 2009, to provide professional engineering services for the replacement of Monroe County Bridge No. 12, Stinesville Road over Jacks Defeat Creek, and Supplemental Agreement No. 1, dated June 18, 2010, for the additional work required due to the project causing an adverse effect on the Stinesville Historic District and a retaining wall in the southeast quadrant of the bridge to minimize right-of-way impacts, and,

WHEREAS, the OWNER desires to have the CONSULTANT prepare an AI to the environmental document to include the mitigation parcel required by the IDNR Construction in a Floodway Permit, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement and Supplemental No. 1,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 1, Appendix "D" of the original Agreement, under Item 1, line item b, the lump sum amount is increased by \$6,400.00 to \$65,100.00.
2. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated May 22, 2009 and Supplemental No. 1, dated June 18, 2010, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 the day and year first above mentioned.

CONSULTANT:  
BEAM, LONGEST AND NEFF, L.L.C.

  
(President)

OWNER:  
BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, INDIANA

\_\_\_\_\_  
Iris F. Kiesling

\_\_\_\_\_  
Patrick Stoffers

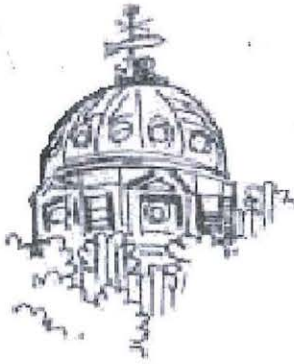
\_\_\_\_\_  
Julie Thomas

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: \_\_\_\_\_

Hunters Creek Road; LPA-Consulting Contract

SOURCE OF FUNDS: FUND #: 1169-450-30.0013

AMOUNT: 509,900.00

FUND NAME: Local Road and Street Fund

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

#### EXECUTIVE SUMMARY:

This contract is between Monroe County and American Structurepoint, Inc., Indianapolis, for preliminary project engineering services necessary for the planning of construction activities along this 4.0 mile road segment, from S. State Road 446 to Tower Ridge Road. Services include aerial and ground surveying, traffic data collection and analysis, engineering assessment report, environmental services, preliminary engineering and Right-of-Way engineering, all necessary for preparation for a future federal funded project.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Bill Williams

PHONE NUMBER: (812) 349-2577

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) same

OFFICE/DEPARTMENT: Public Works / Highway Engineering

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes ☒ No ☐

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) New

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State	\$488,662.00
Local Match	\$ 21,238.00
Total?	\$509,900.00

SIGNED: Bill Williams DATE: December 21, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between Monroe County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1297633

Project Description: Hunters Creek Road from SR 446 to Tower Ridge Road, Monroe County, Indiana

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2015. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$509,900.

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

**SECTION VI GENERAL PROVISIONS**

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

2. **Assignment; Successors.**

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

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

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

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

5. **Certification for Federal-Aid Contracts Lobbying Activities.**

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible,

or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
- ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of

a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

**11. Non-Discrimination and DBE Requirements.**

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

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

B. During the performance of this Contract, the CONSULTANT agrees as follows:

- i. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this part as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- ii. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the LPA shall impose such sanctions as it, INDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the CONSULTANT under this Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of this Contract, in whole or in part.

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



**12. Disputes**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 12. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**13. Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- iii. Notifying all employees in the statement required by subparagraph 13.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 13.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 13.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation

program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 13.B.i through 13.B.v above.

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

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

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

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

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

**15. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**16. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

**17. Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

**18. Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.

**19. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

**20. Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 17 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

**I. Professional Liability Insurance**

The CONSULTANT must obtain and carry professional liability insurance as follows: For the LPA Prequalification **Work Types 1.1, 12.2-12.6** the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4,**

11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

## II. Commercial General Liability Insurance

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

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

## III. Automobile Liability

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

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

## IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

- a. United States Longshoremen & Harbor workers
- b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

## V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

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

Notices to the LPA shall be sent to:

**Mr. Bill Williams, Public Works Director/Highway Engineer  
2800 South Kirby Road  
Bloomington, Indiana 47403**

Notices to the CONSULTANT shall be sent to:

**Willis R. Conner, President  
American Structurepoint, Inc.  
7260 Shadeland Station  
Indianapolis, Indiana 46256**

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

**23. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

**24. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in

the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

**25. Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

**26. Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

**27. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

**28. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**29. Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

**Mr. Bill Williams, Public Works Director/Highway Engineer  
2800 South Kirby Road  
Bloomington, Indiana 47403**

**30. Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

**31. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

33. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

34. **Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if  
(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps

to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

**35. Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

**36. Work Standards/Conflicts of Interest.**

The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

**37. No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

**[Remainder of Page Intentionally Left Blank]**



**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT

**American Structurepoint, Inc.**


Willis R. Conner, President

LOCAL PUBLIC AGENCY

**Monroe County Commissioners**

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Iris Kiesling

\_\_\_\_\_  
Julie Thomas

\_\_\_\_\_  
Auditor

SIGN

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

#### A. General

The CONSULTANT shall provide engineering and prepare road design plans, preliminary opinions of probable construction cost, and other submittal documents following the *INDOT LPA Process Guidance Document for Local Federal Aid Projects*, dated April 2012 and revisions thereto, for the Engineering Assessment and Preliminary Engineering for Hunters Creek Road in Monroe County, Indiana.

#### B. Topographic Survey

The CONSULTANT shall provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The CONSULTANT shall survey the project location and provide the LPA with one set of original field notes for the data accumulation surveys. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's services shall be in accordance with IC 25-21.5; 865 IAC 1-12; and the *Survey Manual, Location Surveys, Indiana State Highway Commission* (Survey Manual), a copy of which is on file with INDOT and which is incorporated by reference. The CONSULTANT acknowledges that it has a copy of the Survey Manual. If there is any conflict between IC 25-21.5, 865 IAC 1-12, or the Survey Manual, the order of precedence shall be:

1. IC 25-21.5
2. 865 IAC 1-12
3. Survey Manual

The survey limits are generally described below:

1. Hunters Creek Road from SR 446 to Tower Ridge Road, a distance of approximately four miles
2. Approximately 50 ft either side of the centerline of Hunters Creek Road (average)

#### C. Environmental Services

1. The CONSULTANT will carry out environmental analyses and develop the appropriate level of Categorical Exclusion for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts and the Categorical Exclusion level thresholds per the Environmental Screening/CE-1 Form included in the *Indiana Categorical Exclusion Manual* dated March 2011. A Level 2 or 3 Categorical Exclusion is anticipated for this project. The environmental services required to develop this project will be in accordance with the *Procedural Manual for Preparing Environmental Documents*, dated 2008, and the *INDOT LPA Process Guidance Document for Local Federal-Aid Projects*, dated 2012, and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.
2. CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The Red Flag investigation will include a preliminary analysis of publicly available infrastructure, environmental, hydrological, and cultural resources data within the project corridor. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the *INDOT Hazardous Materials Unit Operating Manual*, Section 3.1. If during consultation with the LPA it is determined the project will require a Phase I Initial Site Assessment (ISA), the services required to complete these additional investigations will be considered out of scope.
3. The CONSULTANT shall prepare a wetland delineation report, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The wetland delineation report will include the location of wetlands or waterways on the topographic survey and coordination with the design engineers regarding avoidance alternatives for the proposed project. The wetland delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the USACE Wetland Delineation Manual.
4. Available data indicates there are approximately seven locations within the project limits where the roadway crosses streams identified on the USGS Quadrangle mapping. It is anticipated that these crossings will require Section 401 (IDEM) and Section 404 (USACE) permits for activities associated with widening the roadway. The CONSULTANT will prepare and submit a Regional General Permit (RGP) and perform necessary agency coordination for the proposed impacts at these crossings. Mitigation plans are not anticipated for the proposed project. If it is determined during the process of agency coordination that mitigation is required, the work required for mitigation plans will be considered out of scope.
5. The CONSULTANT will provide necessary specialized studies required to complete the environmental document. This will include wetland delineation, historic properties report, archaeological investigations, Section 106

documentation, and Section 4(f) documentation as required. The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents*, dated 2008, the *INDOT Categorical Exclusions Manual*, dated 2011, the *INDOT Hazardous Material Unit Operating Manual*, the *INDOT Indiana Cultural Resources Manual*, the *INDOT Public Involvement Procedures Manual* dated 2009, and the *INDOT LPA Process Guidance Document for Local Federal Aid Projects* dated 2012 and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.

6. An analysis of noise impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in *INDOT Traffic Noise Analysis Procedure* (dated July 2011) and *FHWA Highway Traffic Noise: Analysis and Abatement Guidance* (dated January 2011). If during consultation with INDOT and FHWA it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope.
7. The CONSULTANT shall provide specialized studies required to complete the environmental document, including evaluation of potential historic or cultural resources. This will include a historic properties report, archaeological records check, and an archaeological field reconnaissance, as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the *INDOT Cultural Resources Manual*. It is anticipated the project will result in a finding of Adverse Effect. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the *INDOT Cultural Resources Manual*, including consulting party coordination and preparation of a Memorandum of Agreement.
8. The CONSULTANT will prepare necessary documentation to advertise and conduct one public information meeting and obtain certification that all necessary public involvement has been completed. A public hearing for the project is not anticipated. If INDOT or the LPA requests that a public hearing be held as part of the preparation of the Categorical Exclusion, additional or supplemental services will be required to facilitate such additional meetings in accordance with INDOT public involvement requirements.
9. The CONSULTANT shall prepare necessary documentation to meet the requirements for evaluating impacts to Section 4(f) resources (public parks, recreational areas, nature preserves, or historic resources) within the project area. It is anticipated the proposed project will require a de minimis Section 4(f) evaluation. This effort will include evaluation of the proposed project's effect on the activities, features, and attributes that qualify the resource for protection under Section 4(f); coordination with the owner of the resource to determine significance; and preparation of a memorandum for FHWA concurrence. If, during development of the preferred alternative, it is determined there is a take of a Section 4(f) resource

and an Individual Section 4(f) evaluation is necessary, additional or supplemental services will be required to further develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.

10. It is not anticipated that Section 6(f) documentation will be required as part of this project for impacts to historic resources or parks and recreational areas. If during development of the preferred alternative it is determined that right-of-way will be acquired from a Section 6(f) resource and Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
11. If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service will be considered a change in the scope. The environmental services required to develop this project will be in accordance with the *Procedure Manual for Preparing Environmental Documents* dated 2008 and *Categorical Exclusion Manual* dated March 2009 and any revisions thereto. Copies of these documents are on file with the Indiana Department of Transportation and is incorporated by reference and are made a part hereof.

#### D. Road Design

1. The CONSULTANT shall prepare preliminary plans and preliminary opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a design public hearing. No further work will be done on the plans unless and until specifically directed by the LPA.
  - a. The road design limits are generally described below:
    - 1) Hunters Creek Road from SR 446 to Tower Ridge Road, a distance of approximately four miles
  - b. The anticipated project design scope is described below:
    - 1) Prepare an Engineering Assessment Report for improvements to Hunters Creek Road
    - 2) As part of the Engineering Assessment, consult with the geotechnical subconsultant to assist in assessment of the project site

- 3) Design improvements to horizontal and vertical alignment of Hunters Creek Road to meet current design standards
  - 4) Collect traffic data (AADT) on Hunters Creek Road and Tower Ridge Road
  - 5) Design drainage improvements as necessary for the above-noted construction
  - 6) Design retaining walls
2. Following approval of the preliminary plans, the CONSULTANT shall prepare contract plans, special provisions for the specifications, and final opinion of probable cost. The opinion of probable cost for construction will be prepared as described in Paragraph E.
  3. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40 percent complete plans) during the design phase.
  4. The CONSULTANT shall provide alternate bid pavement analysis per INDOT's May 4, 2012, memorandum to LPAs. If the analysis requires alternate bid pavement, the CONSULTANT shall prepare the plans to include alternate bid for pavement with opinions of probable cost and specifications.
  5. The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for the project.
- E. Opinion of Probable Cost For Construction

The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

F. Meetings

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the LPA, local officials, INDOT officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope:

1. One scope meeting with INDOT and LPA
2. Preliminary field check meeting
3. Six progress meetings with the LPA

4. One meeting with utilities in addition to the field check

G. Geotechnical

The CONSULTANT shall make or cause to be made a complete roadway geotechnical investigation in accordance with *Requirements for Geotechnical Investigations*, dated November 1, 1984. A copy of the document is on file with INDOT, and same is incorporated herein by reference and made a part hereof. In the event more extensive boring, sampling, and testing are needed, a supplemental agreement will be executed to pay for the additional work. The CONSULTANT shall backfill boreholes, or cause them to be backfilled, in accordance with *Aquifer Protection Guidelines*, dated December 9, 1987. A copy of the document is on file with INDOT, Division of Materials and Tests, Geotechnical Section.

H. Utility Coordination

The CONSULTANT shall provide project coordination necessary to prepare application documents for and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including:

1. Coordinating with and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

I. Right-of-Way Plan Development

The CONSULTANT shall provide the following right-of-way plan development services for the construction of the project: title research services, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, right-of-way staking, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's *Right-of-Way Engineering Procedure Manual* and 865 IAC 1-12. The CONSULTANT shall coordinate the activities of the right-of-way plan development with the LPA.

J. Right-of-Way Acquisition Services

The CONSULTANT will provide the following right-of-way acquisition services required for the Project under a separate agreement: appraisals and appraisal review, buying, transfer document preparation and recording, and right-of-way management services, including coordinating the activities of the right-of-way service providers with the LPA.

K. Construction Phase Design Services

1. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.
2. The CONSULTANT shall review all shop drawings for this Contract during construction.

3. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries may be made only by persons designated by the LPA to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.



## APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, highway, and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT or the LPA
4. Existing traffic data, turning movement counts, and assignments
5. Available data and previous studies from the transportation planning process
6. Utility plans available to INDOT or the LPA covering utility facilities and the location of signals and underground conduits throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
8. All legal services as may be required for development of the project
9. An LPA representative with decision-making authority for inquiries
10. Payment of all permit and review fees required by agencies having jurisdiction over this project data
11. Relocation plans for utility facilities owned by the local municipality that may be impacted by the Project

## APPENDIX "C"

### SCHEDULE

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

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

- A. Field Survey complete within 60 calendar days after receipt of notice to proceed from the LPA.
- B. Environmental Services
  - 1. Initiate early coordination, invitation to consulting parties, and preliminary studies within 15 days of notice to proceed by the LPA
  - 2. Submit required studies to INDOT-OES, including historic property report and archaeological records review of field reconnaissance, within 75 days of notice to proceed (weather dependent)
  - 3. Submit Finding of Effect and Section 800 documentation, as required by Section 106, to consulting parties within 30 days of receipt of a recommended finding from the State Historic Preservation Officer and consulting parties
  - 4. Submit draft Environmental Document for public involvement to INDOT-OES within 15 days of completion of final opportunity to comment on the Section 106 process
  - 5. Submit final Environmental Document to INDOT-OES and other interested parties within 15 days of receipt of Certification of Public Involvement
- C. Geotechnical investigation report within 90 days after the preliminary field check meeting
- D. Roadway Design
  - 1. Stage 1 plans (25 percent complete) within 90 calendar days after survey is complete
  - 2. Preliminary field check meeting within 75 calendar days after approval of Stage I plans
  - 3. Stage III plans (95 percent complete) six months prior to letting date or immediately after environmental document is approved, whichever is later
  - 4. Final tracings submittal approximately four months prior to letting date

## APPENDIX "D"

## A. Amount of Payment

1. The CONSULTANT will be compensated for services to be performed under this Contract a total fee not exceed \$509,900 unless approved in writing by the LPA.
2. The CONSULTANT will be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$479,150 unless approved in writing by the LPA.
  - a. Topographic Survey \$109,500
  - b. EngineeringAssessment/GeotechnicalConsultation \$47,400
  - c. Environmental Services
    - 1) Prepare Categorical Exclusion Document \$20,100
    - 2) Wetland Determination & Permitting \$14,600
    - 3) Section 106 Documentation and Coordination \$29,400
    - 4) Section 4(f) \$5,300
    - 5) Public Information Meeting \$7,800
    - 6) Public Hearing Notification \$2,500
  - d. Road Design and Plan Development \$195,500
  - e. Retaining Wall Design \$TBD
  - f. Alternate Bid Pavement – Design and Analysis \$8,500
  - g. Alternate Bid Pavement – Plan Development \$15,700
  - h. Utility Coordination \$13,700
  - i. Traffic Counting and Forecasting \$1,850
  - j. Meetings \$5,000
  - k. Pre-Construction Meeting \$2,300

3. The CONSULTANT shall be compensated for right-of-way engineering services on a unit-cost basis as outlined below:

Title Work (10 parcels @ \$300)	\$3,000
Title Work Updates (10 parcels @ \$125)	\$1,250
Parcel Plat and Legal Description (10 parcels @ \$1,950)	\$19,500
Appraisal Problem Analysis (10 parcels @ \$200)	\$2,000
Right-of-Way Staking (10 parcels @ \$500)	\$5,000

4. The amount of \$30,750 is an estimate of the cost the CONSULTANT will incur in providing right-of-way engineering services under Section I of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$30,750 unless and until a supplemental agreement is executed.

5. The CONSULTANT will receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit. The final amount will be determined at a later date and executed under a supplemental agreement

Geotechnical Engineering for Road Design	\$TBD
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6. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this Project.

**B. Method of Payment**

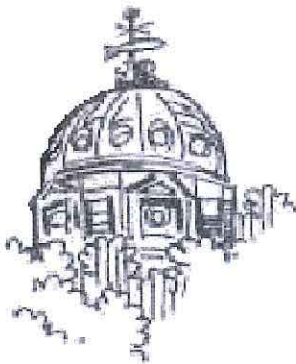
1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed, and prior payments.

2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

- a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.

- b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
- 3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes in Work, of the General Provisions set out in this Contract.



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Kinser Pike Bridge #46; LPA – Consulting Contract

SOURCE OF FUNDS: FUND #: 1135-455-30.0020 AMOUNT: \$294,200.00

FUND NAME: Cumulative Bridge Fund

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

#### EXECUTIVE SUMMARY:

This agreement is between Monroe County and Beam, Longest & Neff, LLC, selected to perform the necessary preliminary engineering services (survey, environmental, design, and land acquisition services) for the development of plans and specifications, in accordance with INDOT and FHWA Regulations for federal aid assistance in the construction phase of the project.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Bill Williams PHONE NUMBER: (812) 349-2577

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Same

OFFICE/DEPARTMENT: Public Works / Highway Engineering

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No       

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) New

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State	<u>\$235,360.00</u>
Local Match	<u>\$ 58,840.00</u>
Total	<u>\$294,200.00</u>

SIGNED: Bill Williams DATE: December 21, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of Dec 28, 2012 ("Effective Date") by and between Monroe County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1173326

Project Description: Replacement of Monroe County Bridge No. 46, Kinser Pike over Beanblossom Creek

### RECITALS

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2016. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$294,200.00.

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

## **SECTION VI    GENERAL PROVISIONS**

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

2.    **Assignment; Successors.**

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

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

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

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

5.    **Certification for Federal-Aid Contracts Lobbying Activities.**

A.    The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- i.    No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



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

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

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

**7. Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

- v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
- ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA

agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

**11. Non-Discrimination and DBE Requirements.**

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

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

B. During the performance of this Contract, the CONSULTANT agrees as follows:

- i. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this part as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- ii. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the LPA shall impose such sanctions as it, INDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the CONSULTANT under this Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of this Contract, in whole or in part.

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

certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

## **12. Disputes**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 12. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

## **13. Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- iii. Notifying all employees in the statement required by subparagraph 13.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 13.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 13.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require

such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 13.B.i through 13.B.v above.

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

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

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

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

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

**15. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**16. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

**17. Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

**18. Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.

**19. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

**20. Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 17 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

**I. Professional Liability Insurance**

The CONSULTANT must obtain and carry professional liability insurance as follows: For the LPA Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4,

11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

## II. Commercial General Liability Insurance

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

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

## III. Automobile Liability

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

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

## IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

- a. United States Longshoremen & Harbor workers
- b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

## V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

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

Notices to the LPA shall be sent to:

Bill Williams, County Engineer  
100 West Kirkwood Avenue, Room 323  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

James B. Longest, P.E., President  
8126 Castleton Road  
Indianapolis, IN 46250

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

**23. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

**24. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The



CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

25. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

26. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

27. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

28. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

29. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 22 above:

30. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

31. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

33. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

#### **34. Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and

diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

**35. Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

**36. Work Standards/Conflicts of Interest.**

The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

**37. No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

**[Remainder of Page Intentionally Left Blank]**

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

**CONSULTANT**

  
Signature

James B Longest, Pres.  
(Print or type name and title)

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

\_\_\_\_\_  
Signature

Iris F. Kiesling  
(Print or type name and title)

\_\_\_\_\_  
Signature

Patrick Stoffers  
(Print or type name and title)

\_\_\_\_\_  
Signature

Julie Thomas  
(Print or type name and title)

## APPENDIX "A"

### Services to be furnished by CONSULTANT:

1. Route Survey
  - 1.1 Perform the fieldwork as required for the route survey.
  - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
  - 1.3 Prepare and record the route survey plat.
2. Environmental
  - 2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.
  - 2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:
    - 2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
    - 2.2.2 Phase Ic archaeological subsurface reconnaissance
    - 2.2.3 Phase II hazardous materials site investigation
    - 2.2.4 Hazardous materials remediation plan
    - 2.2.5 Wetland mitigation design
    - 2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges
    - 2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act
    - 2.2.8 A formal public hearing. It has been assumed that the public involvement requirements will be met by advertising the opportunity for a public hearing.
3. Bridge Design
  - 3.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.
  - 3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

- 3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.
- 3.4 Furnish a determination of all required right-of-way and to show same on plans.
- 4. Soils Investigation and Report
  - 4.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.
  - 4.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.
- 5. Right-of-Way Engineering and Services
  - 5.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.
  - 5.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
  - 5.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
  - 5.4 Provide one set of right-of-way acquisition plans.
  - 5.5 Prepare transfer documents as needed for the acquisition of right-of-way, easements or right-of-entry for the Project.
  - 5.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.
  - 5.7 Re-establish section corners as needed to determine existing property line locations.
  - 5.8 Furnish personnel for right-of-way management, appraisal problem analysis (APA), appraising, review appraising and owner negotiations as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.
  - 5.9 Attend pre-trial meetings and provide courtroom testimony for the Project.
- 6. General
  - 6.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, USACOE 404 Permit, IDNR Permit and Rule 5 Permit will be required.

- 6.2 Coordinate with utilities and prepare utility reimbursement agreements (if necessary).
- 6.3 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately three (3) client coordination meetings will be required.
- 6.4 Gather data, perform field inspections and document the results in an Asbestos Inspection Report.
7. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.
8. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
9. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.
10. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.
11. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

## APPENDIX "B"

### Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Specifications and standard drawings applicable to the project
4. Plans of existing structures within the project limits, if available
5. All written views pertinent to the location and environmental studies that are received by the LPA
6. Traffic assignments
7. Available data from the transportation planning process
8. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Existing ambient air quality data available from the State and Local Air Pollution Control Agency
11. All legal services as may be required for the development of the Project.



## APPENDIX "C"

### Schedule:

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

1. The services by the CONSULTANT shall be completed within 900 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.
2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.
3. Construction Changes
  - a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of LPA's request.
  - b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.

## APPENDIX "D"

### Compensation:

#### A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$294,200.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6 and A.7 - \$274,200.00, Section A.8, A.9 and A.10 - \$20,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:
  - a. Survey \$ 14,000.00
  - b. Categorical Exclusion \$ 45,100.00
  - c. Bridge Design and Plans \$130,000.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

#### 3. Amount of Payment (Geotechnical Services)

- A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.
  1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.
  2. The amount of \$11,929.00 is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 4 of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$13,100.00 unless and until a supplemental agreement is executed.
4. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Right-of-Way Engineering and Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be

renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
<b>Right-of-Way Engineering</b>	
Abstracting	
-20 year Title Search Residential (3 Reports)	\$ 405.00 per report
-20 year Title Search Municipal (1 Report)	\$ 480.00 per report
-Title Updates (4 Reports)	\$ 180.00 per report
R/W Plans (3 Parcels)	\$ 475.00 per parcel
Legal Descriptions (10 Descriptions)	\$ 800.00 per description
Parcel Plats (3 Parcels)	\$ 725.00 per parcel
Transfer Documents (6 Documents)	\$ 100.00 per document
R/W Staking (3 Parcels)	\$ 530.00 per parcel
APA's (3 Parcels)	\$ 200.00 per parcel
Re-establish Section Corners (3 each)	\$1,600.00 per corner
<b>Right-of-Way Services</b>	
Appraisals	
- Waiver Valuations (1 Parcel)	\$ 500.00 per parcel
- Value Findings (2 Parcels)	\$1,675.00 per parcel
- Short Forms (0 Parcels)	\$2,300.00 per parcel
- Long Forms (0 Parcels)	\$3,125.00 per parcel
Review Appraisals	
- Waiver Valuations (1 Parcel)	\$ 305.00 per parcel
- Value Findings (2 Parcels)	\$ 830.00 per parcel
- Short Forms (0 Parcels)	\$1,115.00 per parcel
- Long Forms (0 Parcels)	\$1,485.00 per parcel
Negotiations (3 Parcels)	\$1,800.00 per parcel
R/W Management (3 Parcels)	\$ 800.00 per parcel

Pre-trial Testimony/Court Appearances (1 day)      \$ 1,600.00 per day

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately twenty one thousand seven hundred dollars (\$21,700.00) will be required to complete Right-of-Way Engineering and approximately fifteen thousand three hundred dollars (\$15,300.00) to complete Right-of-Way Services. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

5. For the services required in accordance with Section A.6 of Appendix "A", funding will be encumbered in an amount not to exceed \$35,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".
6. If services are required in accordance with Sections A.8, A.9 and A.10 of Appendix "A", funding will be encumbered in an amount not to exceed \$20,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

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

Seymour District Office  
Indiana Department of Transportation  
185 Agrico Lane  
Seymour, Indiana 47274

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.6, A.8, A.9 and A.10, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
  - b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.6, A.8, A.9 and A.10 of Appendix "A", agrees to pay the CONSULTANT in the following manner:
  - a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to \$61.09/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from LPA's Division of Accounting

and Control, except that LPA shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by LPA. The overhead rate shall be determined by LPA's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

- b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall be made for overtime premium wages unless authorized in advance by LPA.
- c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

# ATTACHMENT D-1

## Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
	<b>A. GEOTECHNICAL FIELD INVESTIGATION</b>				
1	Mobilization and Field Coordination				
	a. SPT Rig	Each	\$ 240.00	1	\$ 240.00
	b. CPT Rig	Each	365.00		-
	c. Field Coordination with Utilities	Lump Sum	280.00	1	280.00
	d. Field Coordination with Property Owners				
	i. 1 - 10	Lump Sum	315.00	1	315.00
	ii. 11 - 25	Lump Sum	460.00		-
	iii. Over 25	Lump Sum	650.00		-
	e. Mileage	Mile	3.00	90	270.00
2	Truck Mounted Borings with Split-Spoon Sampling				
	a. Standard	Foot	17.00	150.0	2,550.00
	b. Night Time	Foot	20.00		-
3	Truck Mounted Borings using Drilling Fluid				
	a. Standard	Foot	17.00		-
	b. Night Time	Foot	20.30		-
4	Truck Mounted Core Drilling				
	a. Standard	Foot	36.00	20.0	720.00
	b. Night Time	Foot	43.00		-
5	Truck Mounted Borings				
	a. Through Bedrock or Boulders or Concrete Pavement				
	i. Standard	Foot	30.10		-
	ii. Night Time	Foot	36.40		-
	b. Bridge Deck Coring and Restoration				-
	i. Standard	Each	300.00	1	300.00
	ii. Night Time	Each	360.00		-
6	Cone Penetrometer Testing				
	a. Set up				-
	i. Standard	Each	66.35		-
	ii. Night Time	Each	77.00		-
	b. Subsurface Profiling				
	i. Standard	Foot	10.90		-
	ii. Night Time	Foot	13.10		-
	c. Subsurface Profiling with Pore Pressure Measurement				
	i. Piezometric Saturation				
	a. Standard	Each	\$ 86.30		-
	b. Night Time	Each	103.00		-

### Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
	ii. Penetration				
	a. Standard _____	Foot	13.00		-
	b. Night Time _____	Foot	15.60		-
	iii. Pore Water Dissipation Test				
	a. Standard _____	Per Hour	187.00		-
	b. Night Time _____	Per Hour	220.00		-
	iv. Hydraulic Conductivity and Consolidation				
	a. Standard _____	Each	66.00		-
	b. Night Time _____	Each	79.00		-
	d. Profiling with Shearwave Velocity Measurement				
	i. Standard _____	Foot	13.00		-
	ii. Night Time _____	Foot	15.75		-
	e. Sample				
	i. Standard _____	Each	17.00		-
	ii. Night Time _____	Each	20.80		-
7	Hand or Truck Soundings				
	a. Standard _____	Foot	11.00	8	88.00
	b. Night Time _____	Foot	12.75		-
8	Hand Auger Drilling				
	a. Standard _____	Foot	11.70		-
	b. Night Time _____	Foot	14.00		-
9	Skid Mounted Borings with Split-Spoon Sampling				
	a. Standard _____	Foot	25.75		-
	b. Night Time _____	Foot	30.95		-
10	Skid Mounted Borings using Drilling Fluid				
	a. Standard _____	Foot	26.30		-
	b. Night Time _____	Foot	31.50		-
11	Skid Mounted Core Drilling				
	a. Standard _____	Foot	38.35		-
	b. Night Time _____	Foot	46.00		-
12	Skid Mounted Borings through Bedrock or Boulders				
	a. Standard _____	Foot	39.50		-
	b. Night Time _____	Foot	47.50		-
13	Skid Mounted Soundings				
	a. Standard _____	Foot	15.25		-
	b. Night Time _____	Foot	18.35		-
14	Furnishing of Boat	Lump Sum			-



### Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
15	Barge Set-Up Expenses				
	a. Navigable Water				
	i. Barge Set-Up _____	Each	\$4,850.00		-
	ii. Rental of Support Equipment and/or Boat _____	Lump Sum			-
	iii. Drill Rig Down Time _____	Hour	130.00		-
	b. Barge Set-up Non-Navigable Water _____	Each	4,342.00		-
16	Additional Disassembly and Reassembly				
	a. Navigable Water	Each	1,872.00		-
	b. Non-Navigable Water	Each	1,710.00		-
17	Barge Mounted Borings with Split-Spoon Sampling _____	Foot	28.95		-
18	Barge Mounted Core Drilling _____	Foot	39.00		-
19	Barge Mounted Boring through Bedrocks or Boulders _____	Foot	44.00		-
20	Barge Mounted Soundings _____	Foot	17.10		-
21	Casing Through Water _____	Foot	7.50		-
22	Uncased Sounding Through Water _____	Foot	4.80		-
23	Set-up for Borings and Machine Soundings				
	a. Borings and Machine Soundings Less than 20 ft. Deep _____	Each	61.00	4	244.00
	b. Rock Coring	Each	105.00	2	210.00
24	Additional 2-inch Split-Spoon Samples _____	Each	18.35		-
25	3-inch Split-Spoon Samples _____	Each	19.00		-
26	3-inch Shelby Tube Samples _____	Each	57.00		-
27	Bag Samples				
	a. 300 lb Sample _____	Each	100.00		-
	b. 25 lb Sample _____	Each	35.00		-
28	Field Vane Shear Test				
	a. Standard _____	Each	100.00		-
	b. Night Time _____	Each	120.00		-
29	4.5-inch Cased Hole _____	Foot	11.00		-
30	Installation of Geotechnical Instruments				
	a. Inclinator Casing Installation				
	i. Standard _____	Foot	14.00		-
	ii. Night Time _____	Foot	17.00		-
	b. Piezometer Installation up to 25 ft. below surface _____	Each	225.00		-
	c. Piezometer Installation Deeper than 25 ft. below surface _____	Each	280.00		-
	d. Metal Protective Outer Cover For Inclinator and Piezometer Casings _____	Each	100.00		-
31	Geotechnical Engineer	Per Hour	110.00	8	880.00

### Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
32	Railroad Expenses	Lump Sum			-
33	Twenty Four Hour Water Levels				
	a. Field Measurements				
	i. Standard	Each	34.00	6	204.00
	ii. Night Time	Each	41.50		-
	b. PVC Slotted Pipe	Foot	5.35		-
34	Special Borehole Backfilling				
	Up to 30 feet				
	i. SPT				-
	1) Standard	Each	\$ 95.00	6	570.00
	2) Night Time	Each	114.00		-
	ii. CPT				
	1) Standard	Each	41.00		-
	2) Night Time	Each	49.00		-
	b. More than 30 Feet				
	i. SPT				
	1) Standard	Per Foot	5.80		-
	2) Night Time	Per Foot	7.00		-
	ii. CPT				
	1) Standard	Per Foot	1.55		-
	2) Night Time	Per Foot	1.85		-
	c. Pavement Restoration				
	1) Standard	Each	52.00	4	208.00
	2) Night Time	Each	61.00		-
35	Dozer Rental	Cost			-
36	Traffic Control				
	a. Flag Crew	Per Day	530.00		-
	b. Equipment Rental	Lump Sum			-
	c. Flag Crew with Equipments	Per Day	650.00	3	1,950.00
37	Centerline Surveying	Lump Sum			-
<b>Subtotal Geotechnical Field Investigation</b>					<b>9,029.00</b>
<b>B. GEOTECHNICAL LABORATORY TESTING</b>					
38	Sieve Analysis	Each	\$ 44.00	4	176.00
39	Hydrometer Analysis	Each	49.00	4	196.00
40	Moisture Content Test	Each	6.00	50	300.00
41	Liquid Limit	Each	30.00	4	120.00

### Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
42	Plastic Limit and Plasticity Index	Each	22.00	4	88.00
43	a. Unconfined Compression Test	Each	45.00	4	180.00
	b. Remolding of Soil Samples with Chemical Admixtures in Chemical Soil Modification/Stabilization (3 samples = one unit)	Each	100.00		-
44	Specific Gravity Test	Each	33.00		-
45	Unit Weight Determination	Each	16.00		-
46	Hydraulic Conductivity Test				
	a. Constant Head	Each	225.00		-
	b. Falling Head	Each	265.00		-
47	Consolidation Test	Each	410.00		-
48	Triaxial Test				
	a. Unconsolidated-Undrained (UU)	Each	310.00		-
	b. Consolidated-Undrained (CU)	Each	470.00		-
	c. Consolidated-Drained (CD)	Each	650.00		-
	d. Pore Pressure Measurement with a. or b. and Use of Back Pressure for Saturation	Each	230.00		-
49	Soil Support Testing				
	a. California Bearing Ratio Test	Each	490.00		-
	b. Subgrade Resilient Modulus	Each	450.00		-
50	Standard Moisture-Density Relationship Test	Each	125.00		-
51	Loss on Ignition Test	Each	22.00		-
52	pH Test	Each	15.00	4	60.00
53	Collapse Potential Evaluation Test	Each	340.00		-
<b>Subtotal Geotechnical Laboratory Testing</b>					<b>\$1,120.00</b>
<b>C. GEOTECHNICAL ENGINEERING</b>					
54	Geotechnical Profile and Related Work				
	a. Without Soil Subgrade Drawings				
	i. First Mile	Lump Sum	\$1,075.00		-
	ii. Each Additional Mile	Per Mile	490.00		-
	b. With Soil Subgrade Drawings				
	i. First Mile	Lump Sum	1,300.00		-
	ii. Each Additional Mile	Per Mile	560.00		-
	c. Soil Subgrade Drawings (only)				
	i. First Mile	Lump Sum	330.00		-
	ii. Each Additional Mile	Per Mile	210.00		-

### Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
55	Geotechnical Report				
	a. Without Soil Subgrade Investigation				
	i. First Mile	Lump Sum	1,450.00	1	1,450.00
	ii. Each Additional Mile	Per Mile	630.00		-
	b. With Soil Subgrade Investigation				
	i. First Mile	Lump Sum	1,700.00		-
	ii. Each Additional Mile	Per Mile	725.00		-
	c. Soil Subgrade Investigation (only)				
	i. First Mile	Lump Sum	550.00		-
	ii. Each Additional Mile	Per Mile	335.00		-
56	Settlement Analysis and Recommendations for Embankment				
	a. Proposed Embankment	Each	465.00		-
	b. Proposed and Existing Embankment	Each	520.00		-
57	Ground Modification Design	Each	1,350.00		-
58	Slope Stability Analysis				
	a. C, Phi or C and Phi Analysis	Each	680.00		-
	b. Corrective Measures	Each	680.00		-
	c. Stage Construction Corrective Method	Each	1,300.00		-
59	Bridge Foundation Analysis and Recommendations				
	a. Shallow Foundation	Each	\$ 425.00		-
	b. Deep Foundation				-
	i. Deep Foundation Analyses	Each	780.00		-
	ii. Wave Equation Analyses	Each	300.00		-
	c. Settlement Analysis for Bridge Pier Foundations				
	i. Bridge Pier	Each	350.00		-
	ii. Embankment Plus Pier	Each	400.00		-
	iii. Embankment Plus Pier Plus All Other Loads	Each	450.00		-
	d. Foundation on Bedrock	Each	330.00	1	330.00
60	Retaining Structure Analysis and Recommendations				
	a. Conventional Retaining Structures				
	i. Shallow Foundation	Each	800.00		-
	ii. Deep Foundation	Each	1,050.00		-
	iii. Settlement Analysis for Retaining Wall Foundation	Each	340.00		-
	b. Pile Retaining Structure Analysis and Recommendations				
	i. Free Standing Structure	Each	850.00		-
	ii. Retaining Structure with Tie-Back System	Each	1,350.00		-
	c. Drilled-in-Pier Retaining Structure Analysis and Recommendations				

## Fee Schedule

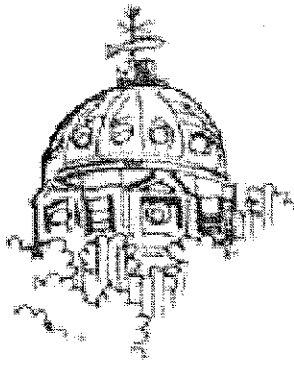
Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
	i. Free Standing Structure	Each	950.00		-
	ii. Retaining Structure with Tie-Back System	Each	1,370.00		-
	d. Soil Nailing Wall Analysis	Each	930.00		-
61	Seepage Analysis	Each	1,300.00		-
62	Deep Dynamic Compaction Analysis	Each	1,250.00		-
<b>Technical Engineerin</b>					<b>\$1,780.00</b>
	<b><u>D. CONSTRUCTION INSPECTION AND MONITORING</u></b>				
63	Field Inspector	Per Hour	\$ 65.00		-
64	Monitoring Geotechnical Instrumentation	Per Hour	65.00		-
65	Integrity Testing	Lump Sum			-
66	Dynamic Pile Analysis	Each	950.00		-
67	Static Load Test	Each	950.00		-
68	Dynamic Pile Load Test	Lump Sum			-
69	CAPWAP-C Analysis	Each	450.00		-
70	Final Construction Inspection Report	Each	850.00		-
<b>Subtotal Construction Inspection and Monitoring</b>					<b>\$0.00</b>
	<b><u>E. FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u></b>				
71	a. Surface Test/Pier or Foundation	Lump Sum			-
	b. Borehole Test/Pier or Foundation	Lump Sum			-
<b>Subtotal Foundation Evaluation by Non-Destructive Methods</b>					<b>\$0.00</b>
	<b><u>F. GEOTECHNICAL PROJECT MANAGEMENT</u></b>				
72	Project Management				
	a. Project Coordination	Per Mile	\$1,500.00		-
	b. Project Website	Each	3,000.00		-
73	Geotechnical Review				
	a. Structure Report	Per Mile	300.00		-
	b. Roadway Report	Each	250.00		-
<b>Subtotal Geotechnical Project Management</b>					<b>\$0.00</b>
	<b><u>G. PAVEMENT INVESTIGATION</u></b>				
1	Mobilization of Coring Equipment	Each	\$ 170.00		-
2	Mobilization mileage for Coring Equipment	Per Mile	1.75		-
3	Pavement Core (Partial Depth)	Each	120.00		-

## Fee Schedule

Project.: Bridge Replacement  
 Structure Monroe County Bridge 46  
 Location: Kinser Pike over Beanblossom Creek , Monroe County  
 CTL Proposal No.: 1205105INDP

Item No.	Item Description	Unit	Unit Cost	Quantity	Cost
4	Pavement Core (Full Depth)				
	1) Standard	Each	170.00		-
	2) Night Time	Each	200.00		-
5	Subbase Sample	Each	57.60		-
6	Cement Concrete Pavement Core Density Determination	Each	30.80		-
7	Cement Concrete Core Compressive Strength Test	Each	29.50		-
8	Bituminous Extraction Test	Each	78.00		-
9	Sieve Analysis of Extracted Aggregate Test	Each	53.50		-
10	Recovery of Asphalt from Solution by Abson Method	Each	285.00		-
11	Theoretical Maximum Specific Gravity Test	Each	67.75		-
12	Bulk Specific Gravity Test	Each	31.50		-
13	Air Voids Calculation	Each	26.80		-
14	Core Report for Partial Depth Core	Each	31.50		-
15	Core Report for Full Depth Core	Each	41.50		-
16	Pavement Analysis and Report	Each	725.00		-
<b>Subtotal Pavement Investigation</b>					<b>\$0.00</b>
<b>COST OF GEOTECHNICAL FIELD INVESTIGATION (A)</b>					<b>\$9,029.00</b>
<b>COST OF GEOTECHNICAL LABORATORY TESTING (B)</b>					<b>\$1,120.00</b>
<b>COST OF GEOTECHNICAL ENGINEERING (C)</b>					<b>\$1,780.00</b>
<b>COST OF CONSTRUCTION INSPECTION AND MONITORING (D)</b>					<b>\$0.00</b>
<b>COST OF FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS (E)</b>					<b>\$0.00</b>
<b>COST OF GEOTECHNICAL PROJECT MANAGEMENT (F)</b>					<b>\$0.00</b>
<b>COST OF PAVEMENT INVESTIGATION (G)</b>					<b>\$0.00</b>
<b>ESTIMATED COST</b>					<b>\$11,929.00</b>



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Authorization for purchase of vehicles for the Park and Recreation Department

SOURCE OF FUNDS: FUND #: 1000-803 AMOUNT: \$166,681

FUND NAME: General Fund (vehicles)

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: The Parks and Recreation Department is seeking to obtain 5 new vehicles to replace aging fleet vehicles for the department. It seeks to purchase 2 Ford Explorers from Advantage Ford under the State of Indiana QPA contract for a combined price of \$48,076. For the other 3 vehicles, quotes were sought from 3 truck dealers. The lowest quoted price received for each vehicle was: \$17,809 for a F150 pick-up truck from Ruxer Ford; \$40,363 for a F550 medium duty truck from Ruxer Ford; and \$60,433 for a F650 medium duty truck from Sternberg Ford. The department seeks to purchase each these trucks at the lowest quoted price obtained.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Chuck Stephenson PHONE NUMBER: 349-2804

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Legal

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

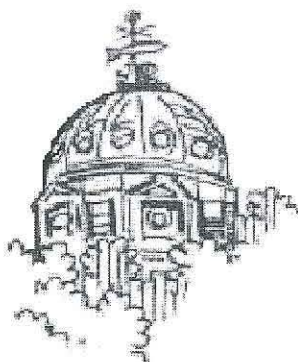
1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: Kenneth W. Degen DATE: 12/19/12

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: \_\_\_\_\_

Resolution 2012-41 Appointment to Salt Creek Township Board

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

#### EXECUTIVE SUMMARY:

Ind. Code 3-13-10-4 Empowers the County Commissioners to fill vacated township board appointments in certain circumstances. Those circumstances have arisen twice this year.

The Commissioners appointed Guy Cunningham (via Resolution 2012-24) to fill the first vacated membership subject to IC 3-13-10-4. Through this resolution, the Commissioners appoint Frank Velasco to fill the second vacated membership subject to IC 3-13-10-4. As result of Resolutions 2012-24 and 2012-41. The membership of the Salt Creek Township Board is as follows: Guy Cunningham (D); Steve Hogan ®; and, Frank Velasco (R).

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Dave Schilling PHONE NUMBER: (812) 349-2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes ☒ No ☐

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_

Local Match \_\_\_\_\_

Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: Dec. 17, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



## RESOLUTION 2012- 41

A resolution appointing a new member to the Salt Creek Township Board.

WHEREAS, a vacancy exists on the Salt Creek Township Board;

WHEREAS, the Salt Creek Township Board member who last held the vacated membership on the Board was not a member elected or selected as a candidate of a major political party of the state;

WHEREAS, pursuant to IC 3-13-10-4, and IC 3-13-11-20, the Board of Commissioners of the County of Monroe, Indiana ("Commissioners"), are authorized to fill the vacant membership on Salt Creek Township Board, by appointment made during a regular or special meeting of the Commissioners; and,

WHEREAS, the Commissioners have considered the qualifications of an individual who is willing to serve as a member of the Salt Creek Township Board, and have found the individual to be eligible and well-qualified to serve on the Board;

NOW, THEREFORE, be it resolved by the Commissioners that **Frank Velasco** shall be, and hereby is, appointed to fill the vacant membership on the Salt Creek Township Board until a successor is elected and duly qualified following the 2014 election.

SO RESOLVED, this \_\_\_\_ day of December, 2012.

"AYES"

"NAYS"

\_\_\_\_\_  
IRIS KIESLING, Vice President

\_\_\_\_\_  
IRIS KIESLING, Vice President

\_\_\_\_\_  
PATRICK STOFFERS

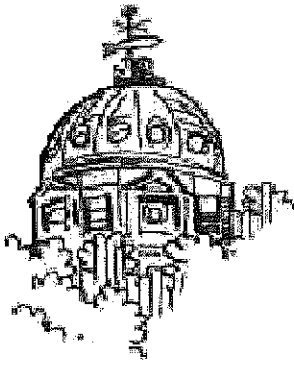
\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
JULIE THOMAS

\_\_\_\_\_  
JULIE THOMAS

ATTEST:

\_\_\_\_\_  
AMY GERSTMAN, Auditor



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Purchase of Bulletin Board  
For the Monroe County Courthouse

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \$1,628.00

FUND NAME: Cum Cap

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is a contract with RE Anderson & Associates for the purchase and  
Installation of a new bulletin board for the Monroe County Courthouse. This bulletin board will be  
Located at the North end of the lobby and used to display public notices.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Monroe County Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes ☒ No ☐

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 12-27-12

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

**COURTHOUSE  
PURCHASE AGREEMENT WITH  
R.E. ANDERSON AND ASSOCIATATES, INC.**

Purchase Agreement made the 28<sup>th</sup> day of December, 2012, between R.E. Anderson and Associates, Inc. ("Supplier") and Board of Commissioners of Monroe County ("Board"). The Supplier and Board mutually agree as follows:

1. **Project.** The undersigned Supplier, having familiarized itself with the site conditions existing at the County Courthouse, 100 W. Kirkwood Ave., Bloomington, Indiana, does hereby agree to provide installed furniture for the Courthouse, in a manner consistent with and in accordance with the Architectural drawings. A listing of the items in described in Exhibit A.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Supplier will work with Jason Carnes on the appropriate scheduling.
3. **Cost.** The costs of the furniture and installation is \$1628. Payment shall be due within 30 days of installation, acceptance, and receipt of the invoice for the furniture.
4. **Worker's Compensation.** Supplier shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Supplier shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Supplier assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Supplier, any of its Subsuppliers or sub contractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Supplier shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Supplier 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 Supplier'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. Supplier will comply with IC 22-5-1.7-3. Specifically including the following:
- Supplier to enroll in and verify the work eligibility status of all newly hired employees of the Supplier through the E-Verify program.
  - Supplier is not required to verify the work eligibility status of all newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists.
  - Supplier must sign an affidavit affirming that Supplier does not knowingly employ an unauthorized alien.
9. **Independent Supplier.** It is understood and agreed that Supplier executes this Agreement as an independent Supplier, and shall not be considered an employee or agent of the Board for any purpose. Supplier shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Supplier shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

R.E. Anderson and Associates, Inc  
"Supplier"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

ATTEST: December 28, 2012

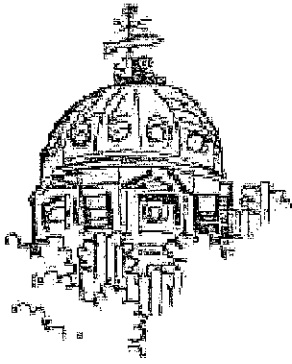
\_\_\_\_\_  
Amy Gerstman, Auditor

**Monroe County Courthouse**100 W. 5th Street  
Bloomington  
IN**BULLETIN BOARD CABINET**

PROPOSAL 12-7-12

**RE Anderson & Associates**1 Fairhurst Ct.  
Terre Haute, IN 47802  
IN

Item	Mfg	Cat	Part Number	Part Description	Category	Alias 1	Qty	List	Ext List	Sell	Ext Sell
1	CLA	CLA	2036	CLARIDGE- CONTEMPORARY BULLETIN BOARD. SIZE: 3'H X 2'-6"W, 1 DOOR, NO HEADER PANEL.		ATRIUM	2	\$ 952.00	\$ 1,904.00	\$ 714.00	\$ 1,428.00
			BACK PANEL	1109 BUFF							
			CABINET FINI...	DARK BRONZE COLOR ANODIZED FINISH							
2	REA	REA	SERVICES	DELIVERY AND INSTALLATION			1	\$ 0.00	\$ 0.00	\$ 200.00	\$ 200.00
				Grand Total					\$ 1,904.00		\$ 1,628.00



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Upgrade to existing alarm System in server room of Monroe County Government Center

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \$347.35

FUND NAME: Showers Fund

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is a contract with Central Security & Communications, Inc. (CSC) To install additional alarm functionality to our server room in the Monroe County Government Center At the Showers Building. The purpose of this upgrade is to ensure that our Maintenance Dept. is Notified immediately in the event that temperatures move outside the designated range.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Monroe County Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## MONROE COUNTY GOVERNMENT CENTER AT THE SHOWERS BUILDING SECURITY

Agreement made the 28<sup>th</sup> day of December, 2012, between Central Security & Communications, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the site conditions existing at the Monroe County Governmental Center at the Showers Building, 501 N. Morton Street, Bloomington, Indiana, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a good workmanlike manner and in accord with the methods, materials and details described in Exhibit A, and briefly summarized as follows: Alarm system.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Contractor will work with Olympus Properties on the appropriate scheduling.
3. **Cost.** Upon submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$347.35.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board at least 7 calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board at least seven calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Central Security Systems, Inc.  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

by \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: December 28, 2012

\_\_\_\_\_  
Amy Gerstman, Auditor





CENTRAL SECURITY & COMMUNICATIONS, INC.

6831 East 32<sup>nd</sup> Street, Suite 100 \* Indianapolis, IN 46226  
800-627-7367

Phone: 317-543-1300

Fax: 317 377-5490

**PURCHASE AGREEMENT – Page 1 of 2**

Account No. \_\_\_\_\_

The agreement is made this 12th day of December, 2012 between Central Security and Communications

(seller) and **Monroe County Commissioners - Showers Building**

(Purchaser)

**501 N. Morton Street**

**Bloomington**

**IN**

**47404**

(Street and Number)

(City)

(State)

(Zip)

(Telephone Number)

(Telephone Number Other)

For the consideration hereinafter mentioned, Seller agrees to sell to Purchaser and install, or cause to be installed, an emergency detection and reporting system (System) in the above named premises (Premises) of Purchaser.

**This System consists of the following items: ADD TO EXISTING ALARM SYSTEM**

- 1 Digital Hi/Low Temperature Sensor w/Single Zone Display (for Computer/IT Room)**
- \*\* Subscriber to provide and install 4-conductor wire**
- 1 Installation, Programming & Testing**

Consultant will comply with IC 22-5-1.7-3. Specifically including the following:

- Consultant to enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program.
- Consultant is not required to verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program if the E-Verify program no longer exists.
- Consultant must sign an affidavit affirming that Consultant does not knowingly employ an unauthorized alien.

**IMPORTANT**

1. Purchaser will call Central Security & Communications before calling the telephone company if there is telephone trouble.
2. Purchaser should test system monthly.
3. Purchaser may need to apply for alarm permit in Marion County.
4. **THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, IN PARTICULAR, CLAUSE 7, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS BY SIGNING BELOW. THIS AGREEMENT SHALL NOT BECOME BINDING ON SELLER UNTIL APPROVED BY SELLER'S MANAGEMENT.**

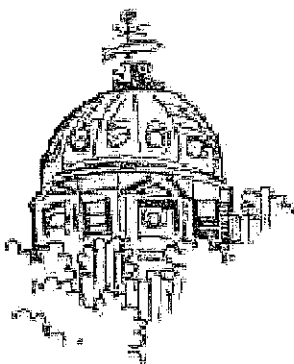
Warranty One Year (Terms) AS OUTLINED ON REVERSE OF THE AGREEMENT REFER TO PARAGRAPH #6	Terms	Total Price <b>\$347.35</b>
		Deposit
		Balance

**Purchaser:** \_\_\_\_\_

**Submitted By:** Joseph Lyman

Date: \_\_\_\_\_

Approved by Central Security & Communications



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Replacement of A/C Compressor in the Monroe County Government Center at the Showers Building

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \$1,632.00

FUND NAME: Cum Cap

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is a contract with Harrell-Fish Inc. (HFI) to replace and install an A/C compressor for suite 109 in the Monroe County Government Center at the Showers Building.

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DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Monroe County Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## MONROE COUNTY GOVERNMENT CENTER AT THE SHOWERS BUILDING REPLACE AN A/C COMPRESSOR AGREEMENT

Agreement made the 28<sup>th</sup> day of December, 2012, between Harrell-Fish Incorporated, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the site conditions existing at the Monroe County Governmental Center at the Showers Building, 501 N. Morton Street, Bloomington, Indiana, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a good workmanlike manner and in accord with the methods, materials and details described in Exhibit A, and briefly summarized as follows: A/C Compressor replacement in room 109.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Contractor will work with Olympus Properties on the appropriate scheduling.
3. **Cost.** Upon submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$1,632.00.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board at least 7 calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board at least seven calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Harrell-Fish Incorporated  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

by \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: December 28, 2012

\_\_\_\_\_  
Amy Gerstman, Auditor



2010 VERNAL PIKE □ P.O. BOX 1998

Bloomington, IN 47402-1998

Phone (812) 339-2579 □ FAX (812) 331-7235 □ E-Mail: HFI@HARRELL-FISH.COM

November 30, 2012

Monroe County Commissioners  
100 West Kirkwood Avenue  
Bloomington, IN 47404-5140

ATTN: Jerry Appleberry

RE: Showers Building – Suite 109 Compressor Replacement

Dear Jerry:

During a recent callout our technician found the following repairs are needed. Harrell-Fish, Inc. will provide all necessary labor and material to complete the following scope of work for the proposed price of \$1,632.00.

Inclusions:

1. Remove and dispose of the existing compressor.
2. Clean system with Acid Away.
3. Furnish and install one (1) new compressor.
4. Furnish and install one (1) bi-flow drier.
5. Furnish and install one (1) new 3-pole contactor.
6. Furnish and install all necessary refrigerant to charge system.

Exclusions:

1. Sales Tax.
2. Overtime/Shift Work.

Please note that this proposal is valid for 30 days. If accepted after 30 days, this proposal may require revision. Thank you for the opportunity to work with you on this project. Please let me know if you have any questions.

Sincerely,

Harrell-Fish, Inc.

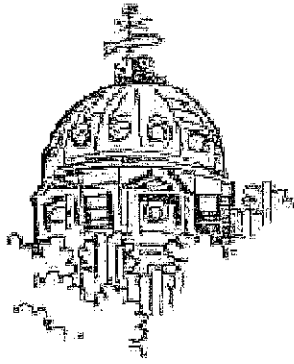
*Aaron Wagoner*

Aaron Wagoner  
Service Sales



MECHANICAL CONTRACTOR □ 24 HOUR SERVICE □ DESIGN/BUILD  
STATE PLUMBING COMMISSION No. CP89100025  
AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER





## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Installation of panic alarm System at the Monroe County Courthouse

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \$3,450.00

FUND NAME: Cum Cap

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is a contract with Central Security & Communications, Inc. (CSC) To install a panic alarm system for employees of the Monroe County Courthouse.

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DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Monroe County Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## MONROE COUNTY COURTHOUSE SECURITY

Agreement made the 28<sup>th</sup> day of December, 2012, between Central Security & Communications, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the site conditions existing at the Monroe County Courthouse, 100 W. Kirkwood Ave, Bloomington, Indiana, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a good workmanlike manner and in accord with the methods, materials and details described in Exhibit A, and briefly summarized as follows: Panic Buttons.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Contractor will work with Jason Carnes on the appropriate scheduling.
3. **Cost.** Upon submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$3450.00.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board at least 7 calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board at least seven calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Central Security Systems, Inc.  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

ATTEST: December 28, 2012

\_\_\_\_\_  
Amy Gerstman, Auditor





CENTRAL SECURITY & COMMUNICATIONS, INC.

6831 East 32<sup>nd</sup> Street, Suite 100 \* Indianapolis, IN 46226

Phone: 317-543-1300

800-627-7367

Fax: 317 377-5490

**PURCHASE AGREEMENT -- Page 1 of 2**

Account No. \_\_\_\_\_

**Revised December 13, 2012**

The agreement is made this 12th day of December, 2012 between Central Security and Communications

(seller) and **Monroe County Courthouse**

**100 W. Kirkwood Avenue**

**Bloomington**

**IN**

(Purchaser)

**47401**

(Street and Number)

(City)

(State)

(Zip)

(Telephone Number)

(Telephone Number Other)

For the consideration hereinafter mentioned, Seller agrees to sell to Purchaser and install, or cause to be installed, an emergency detection and reporting system (System) in the above named premises (Premises) of Purchaser.

**This System consists of the following items: PANIC ALARM SYSTEM**

- 1 Vista 20P Alarm Control Panel**
- 1 Custom English Keypad**
- 1 60-Zone Expander Module for Wireless Devices**
- 3 Wireless Repeaters**
- 25 Two-Button Panic Keyfobs**
- \*\* Additional repeaters may be needed due to courthouse construction.**
- 1 Lot Installation, Wire & Related Materials**

Consultant will comply with IC 22-5-1.7-3. Specifically including the following:

- Consultant to enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program.
- Consultant is not required to verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program if the E-Verify program no longer exists.
- Consultant must sign an affidavit affirming that Consultant does not knowingly employ an unauthorized alien.

**IMPORTANT**

1. Purchaser will call Central Security & Communications before calling the telephone company if there is telephone trouble.
2. Purchaser should test system monthly.
3. Purchaser may need to apply for alarm permit in Marion County.
4. **THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, IN PARTICULAR, CLAUSE 7, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS BY SIGNING BELOW. THIS AGREEMENT SHALL NOT BECOME BINDING ON SELLER UNTIL APPROVED BY SELLER'S MANAGEMENT.**

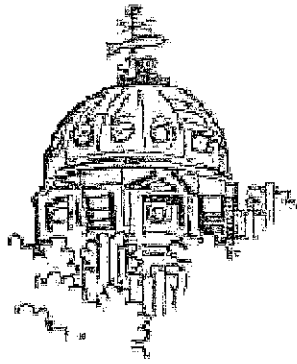
Warranty One Year (Terms) AS OUTLINED ON REVERSE OF THE AGREEMENT REFER TO PARAGRAPH #8	Terms	Total Price
		<b>\$3,450.00</b>
		Deposit
		Balance

**Purchaser:**

**Submitted By: Joseph Lyman**

Date:

Approved by Central Security & Communications



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Curb repair work at the Curry Building plaza

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \$10,200.00

FUND NAME: Cum Cap

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is a contract with Taylor Concrete to repair the curb that Surrounds the brick area of the plaza outside the Curry Building on the corner of 7<sup>th</sup> St and Morton.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 812-349-2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: Monroe County Board of Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## CURRY BUILDING PLAZA CURB REPAIR WORK

Agreement made the 28<sup>th</sup> day of December, 2012, between Taylor Concrete ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, having familiarized itself with the site conditions existing at the Curry Plaza located on the northeast corner of 7<sup>th</sup> Street and Morton Avenue, Bloomington, Indiana, does hereby agree to provide all services and materials necessary to prepare, perform and complete the Project in a good workmanlike manner and in accord with the methods, materials and details described in Exhibit A, and briefly summarized as follows: Repair of Courtyard area by the Curry Building.
2. **Term.** The project will commence as soon as practicable given the ongoing construction at the site. Contractor will work with Jason Carnes on the appropriate scheduling.
3. **Cost.** Upon submission of an invoice by the Contractor, and approval of the claim by the Board, Contractor shall be paid the total sum of \$10,200.00.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board at least 7 calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board at least seven calendar days before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Taylor Concrete  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

by \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: December 28, 2012

\_\_\_\_\_  
Amy Gerstman, Auditor



*Taylor Concrete Inc. Inc.*

12/17/12

Curry Building  
Attn: David Gardner

Removal of 112 l.f. of curb & replace with 1' tall curb above brick patio with grinder minder anti-skate board pins in curb with reinforcing.

\$9,000.00

Fill in fountain with spoils from curb and fill fountain with 4" of new concrete reinforced

\$1,200.00

Total Bid \$10,200.00

Thank you

Scott Taylor  
President  
Taylor Concrete Services  
812.327.2138

will not exceed price for Above work.  
with written Additives. Included.

would Recommend Filling Fountain While we are there  
to get rid of Spoils. IF not whether I do it  
or Someone Else it will be much higher thanks  
Scott



*Taylor Concrete Inc. Inc.*

12/17/12

Curry Building  
Attn: David Gardner

Removal of 112 l.f. of curb & replace with 1' tall curb above brick patio with grinder minder anti-skate board pins in curb with reinforcing.


\$9,000.00

Fill in fountain with spoils from curb and fill fountain with 4" of new concrete reinforced

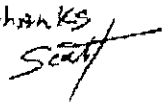
\$1,200.00

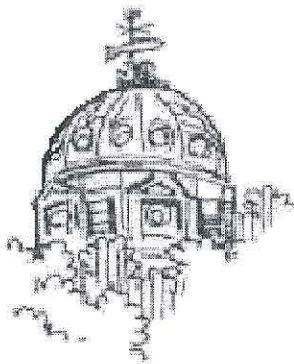
Total Bid \$10,200.00

Thank you

  
Scott Taylor  
President  
Taylor Concrete Services  
812.327.2138

will not exceed price for Above work.  
with winter additives. Included.

would Recommend Filling Fountain While we are there  
to get rid of Spoils. IF not whether I do it  
or Someone Else it will be much higher thanks  




## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Resolution 2012-43: To  
Authorize Jason Carnes as Signatory for Purchase of Johnson Hardware Building (RATIFICATION)

SOURCE OF FUNDS: FUND #: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

FUND NAME: \_\_\_\_\_

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF  
COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: The Commissioners as Executive Body of Monroe County  
Government are authorize to negotiate and sign all contracts regarding county business.  
This is to authorize Jason Carnes, Commissioners' Administrator, to act as signatory for  
the purchase of the Johnson Hardware Building which houses Community Corrections.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: December 28, 2012

CONTACT PERSON: Jason Carnes PHONE NUMBER: 2550

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Jason Carnes

OFFICE/DEPARTMENT: Commissioners

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes x No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: December 27, 2012

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

RESOLUTION 2012- 43  
A RESOLUTION TO AUTHORIZE SIGNATORY FOR THE PURCHASE OF  
THE JOHNSON HARDWARE BUILDING.

**WHEREAS,** the Board of Commissioners of Monroe County and CFC, Inc. have agreed to terms whereby the County would purchase the building located at 401 W. 7<sup>th</sup> Street; and,

**WHEREAS,** the Board of Commissioners of Monroe County will have documents executed for the County at the closing of the real estate transaction; and,

**WHEREAS,** the Board of Commissioners of Monroe County wishes to Authorize Jason Carnes to signs the documents related to the transaction on behalf of the Board.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA, THAT:

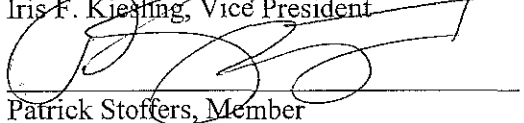
Jason Carnes is hereby authorized to execute, on behalf of Monroe County, all documents necessary for the real estate transaction between Monroe County and CFC, Inc. regarding the property located at 401 W. 7<sup>th</sup> Street, Bloomington, Indiana.

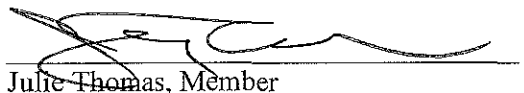
Adopted this 17<sup>th</sup> day of December, 2012.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

  
Iris F. Kiesling, Vice President

  
Patrick Stoffers, Member

  
Julie Thomas, Member

“NAYS”

\_\_\_\_\_  
Iris F. Kiesling, Vice President

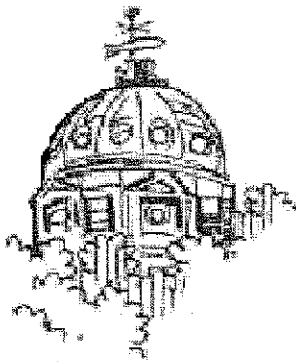
\_\_\_\_\_  
Patrick Stoffers, Member

\_\_\_\_\_  
Julie Thomas, Member

ATTEST:

  
Amy Gerstman, Monroe County Auditor





## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Approval of Change Orders For Tri State Fire Protection, Inc.

SOURCE OF FUNDS: FUND #: Cum Cap AMOUNT: \$255

FUND NAME: Cum Cap

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This contains two change orders with a total contract Change of \$255. The costs associated with these change orders include changes to the first floor bathroom and third Floor, as well as a temporary measures that occurred in the project.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: \_\_\_\_\_

CONTACT PERSON: Jeff Conner, III PHONE NUMBER: 2020

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes ☒ No ☐

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 12-27-12

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



RECEIVED BY  
DEC 07 2012  
WEDDLE BROS.

## Prime Contract Change Order

Detailed, Grouped by Each Number

Monroe County Courthouse - Structural Repairs Project # 6039  
100 West Kirkwood Tel: 812-339-9500 Fax: 812-339-4260  
Bloomington, IN 47403

Date: 7/6/2012  
To Contractor:  
Tri State Fire Protection, Inc.  
10577 Oak Grove Road  
Newburgh, Indiana 47630

Architect's Project No: 6039  
Contract Date: 8/26/2011  
Contract Number: 003  
Change Order Number: 003

The Contract is hereby revised by the following items:

Owner Change Order No 3

PCO	Description	Amount
081	Nat Hill Balcony Hard Ceiling Installation	268.00
087	Temporary Fire Hose Valve	2,900.00
096	ADA Restroom Renovation - Fire Protection	304.00
115	Rework Sprinkler Council Conference Room	798.00
127	3rd & 2nd Floor Sprinkler Renovation	985.00

The original Contract Value was.....	74,780.00
Sum of changes by prior Prime Contract Change Orders.....	4,502.00
The Contract Value prior to this Prime Contract Change Order was.....	79,282.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	5,255.00
The new Contract Value including this Prime Contract Change Order will be.....	84,537.00
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/15/2012

Weddle Bros. Building Group, LLC

CONSTRUCTION MANAGER

1201 West Third Street  
Bloomington, IN

Address

By Kelly Abel, Manager of  
Pre-construction Services

SIGNATURE

DATE

*[Signature]*  
12/12/12

Tri State Fire Protection, Inc.

CONTRACTOR

10577 Oak Grove Road  
Newburgh, Indiana 47630

Address

By Walker Howard, President

SIGNATURE

DATE

*[Signature]*  
12/12/12

Monroe County Commissioners

OWNER

100 W. Kirkwood Ave  
Bloomington, IN 47403

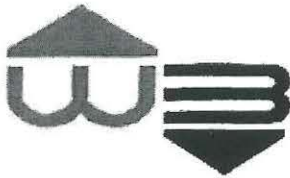
Address

By Mark Stoops, President

SIGNATURE

DATE

*[Signature]*  
12.17.2012



## Prime Contract Change Order

Detailed, Grouped by Each Number

**Monroe County Courthouse - Structural Repairs Project # 6039**  
100 West Kirkwood  
Bloomington, IN 47403

Tel: 812-339-9500 Fax: 812-339-4260

**Date: 11/21/2012**

**To Contractor:**

Tri State Fire Protection, Inc.  
10577 Oak Grove Road  
Newburgh, Indiana 47630

**Architect's Project No: 6039**

**Contract Date: 8/26/2011**

**Contract Number: 003**

**Change Order Number: 004**

**The Contract is hereby revised by the following items:**

Owner Change Order No.4

PCO	Description	Amount
174	Unused Contract Allowance	(5,000)

The original Contract Value was.....	74,780
Sum of changes by prior Prime Contract Change Orders.....	9,757
The Contract Value prior to this Prime Contract Change Order was.....	84,537
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	(5,000)
The new Contract Value including this Prime Contract Change Order will be.....	79,537
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/15/2012

Weddle Bros. Building Group, LLC

**ARCHITECT**

1201 West Third Street  
Bloomington, IN

**Address**

By Kelly Abel, Manager of  
Pre-construction Services

**SIGNATURE**

**DATE**

*Kelly Abel*  
12/12/12

Tri State Fire Protection, Inc.

**CONTRACTOR**

10577 Oak Grove Road  
Newburgh, Indiana 47630

**Address**

By *Tri State Fire Protection*

**SIGNATURE**

**DATE**

*[Signature]*  
12-5-12

Monroe County Commissioners

**OWNER**

100 W. Kirkwood Ave  
Bloomington, IN 47403

**Address**

By Mark Stoops, President

**SIGNATURE**

**DATE**

*Mark Stoops*  
*Iris Kiestling*  
12-17-2012