

**MONROE COUNTY STORMWATER MANAGEMENT BOARD**  
Wednesday July 19, 2023, at 3:00 PM  
County Courthouse Building, 3<sup>rd</sup> Floor – Nat U Hill Meeting Room  
Hybrid Meeting with Virtual Attendance via Zoom

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**AGENDA**

1. Call to Order
2. Public Input for Items not on the Agenda
3. Approval of Minutes for June 14, 2023 +\*
4. Stormwater Expenditure Report for June 2023 +
5. Business
  - a. Approval of 2024 Budget for Stormwater 1197 +\*
  - b. Agreement with Christopher Burke Engineering for MS4 Audit Prep +\*
6. Staff Reports
7. Adjournment
  - a. Date of Next Meeting: Wednesday August 9, 2023, at 3:00 PM

+ Attachment Included

\* Action Required to Approve/Deny

**Zoom Meeting Information:**

<https://monroecounty-in.zoom.us/j/81213756148?pwd=bWcrOEhJQzd1WklaSUo1U2ISNDhVdz09>

Meeting ID: 812 1375 6148

Password: 264969

Dial by your location

+1 312 626 6799 US (Chicago)

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Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)349-2550, [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us), as soon as possible but no later than forty-eight (48) hours before the scheduled event.

Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed.

The meeting is open to the public.

## **MONROE COUNTY STORMWATER MANAGEMENT BOARD**

Wednesday, June 14, 2023, at 3:00 PM

County Courthouse Building, 3<sup>rd</sup> Floor – Nat U Hill Meeting Room

Hybrid Meeting with Virtual Attendance via Zoom

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### **MINUTES**

**MEMBERS PRESENT:** Lee Jones (President), Penny Githens, Trohn Enright-Randolph

**MEMBERS ABSENT:** Julie Thomas

**STAFF:** Kelsey Thetonia (Stormwater), Donna Barbrick (Secretary), Lynnette Murphy (Stormwater), Lisa Ridge (Highway)

**OTHERS:** Martha Miller (Soil & Water Conservation District-SWCD Manager), Hannah Martin (SWCD Resource Conservation Specialist)

1. **Call to order:** Lee Jones called the meeting to order at 3:00 PM.

2. **Public Input for Items not on the Agenda-none**

3. **Approval of Minutes for April 12, 2023 +\***

**Motion to approve by Penny Githens; second by Trohn. VOTE: AYE (unanimous). Motion carried.**

#### **4. Business**

##### **a. Monroe County SWCD – Grants Program Update**

Martha Miller and Hannah Martin (attending virtually) gave an update on the stormwater partnership grant program. She said SWCD made a total of 72 site visits that were relative to stormwater management. She said that includes a large variety of things. She said we had 37 apply for the grant; ten are currently active (approved but still working on it) and 17 paid out. She said I feel like those are really great numbers. She said I get a lot of requests each week; I completed three site visits yesterday for people interested in applying.

Miller said as a side note, we do have a watershed app now on our website and we are excited about our watershed projects. She spoke about a project to revise the watershed plan for Beanblossom Creek and also a project for Indian Creek. She displayed the watershed map and showed how it works. She said this site went live about two weeks ago. She said it will be a good tool.

[monroecoswcd.org/watersheds.html](http://monroecoswcd.org/watersheds.html)

Trohn said he said thank you for being here. He said I think what you are showing with the watersheds, we could really help with your efforts. Martin said she has been hearing positive things about the stormwater staff and the work they are doing. Jones said the watershed map is really interesting; thank you.

##### **b. MOU with Friends of Lake Monroe for Outreach Program \$13,000**

**Githens said I move that we approve the MOU with Friends of Lake Monroe for \$13,000. Seconded by Trohn.**

Kelsey Thetonia said this is essentially the funding that the SWMB approved in April. She said specifically this is for the septic system voucher program. She said this is an MOU so that we are able to pay them and we have written terms in the MOU. She said Dave Schilling reviewed it and had no comments.

Githens said people were talking about *E. coli* in Lake Lemon. She said there had been some in depth research on this in Lake Lemon and half or more of the *E. coli* is sourced from humans. She said taking care of septic systems is very important; I very much want to see this in place. She said even though \$150 per household does not cover the full cost of cleaning a septic tank, it at least motivates people to get it done.

Trohn said it would be interesting to see how we might expand this effort. He said some people said they did not need the assistance but were happy to have the reminder to take care of their septic tanks. Githens commented about a different taste of the water from Lake Monroe during the last two summers.

Thetonia said Martha mentioned she has received funding for a Bean Blossom Creek watershed management plan. She said we can look more closely at water quality in Lake Lemon when writing that plan. Miller said we can do some updates. She said we had a 319 grant for implementation probably about 15 years ago. She said we anticipate getting full clearance from IDEM in November or December. Martin said we will start gathering a support team to move forward to develop a plan. Jones said Lake Lemon has been in need of attention for quite some time.

**Jones called for a vote on the motion. VOTE: AYE (unanimous). Motion carried.**

**c. DRAFT 2024 Budget for Stormwater 1197 +**

Kelsey Thetonia presented the draft budget and said she would bring it to SWMB for approval before the August deadline. She said this is just an initial discussion. She went through the figures and noted major changes. She said in the 20s, the main increase we see is for Fleet Maintenance. She noted an increase in straw plantings. She said in the 30s, Training and Travel was increased because we have more staff and they have certain training requirements. Trohn commented that he supported increasing the travel/training line.

Thetonia noted an increase in Professional Fees. She mentioned an invoice for the software for the Fieldstone Dam gates. She said we are increasing the line for hydroseeding. Lisa Ridge commented about hydroseeding and on call services and said hydroseeding seemed to work out this year. Thetonia said the Professional Fees line was increased more for next year because we will be contracting out a study for karst in the county to help us make better decisions at the planning level. She said we are still in the exploratory phase. She said it might take some time due to the workload of those conducting the study. Trohn said I think the karst study is a good first step; this could put people on alert about closed contours before they go through a development process.

Thetonia noted an increase in postage and freight due to a postcard project. She said we still have funding set aside for Baby Creek and Stipp Road/Moores Creek projects.

Githens had a question about the calendars. Thetonia said we are printing fewer than in previous years. Githens said I just want to be sure they are being used and not going into the landfill.

Thetonia said she could look at the Training/Travel line again and talk about it with Lisa.

Trohn had a question about the budget lines for personnel indicating Level 3 and midpoint hires. Ridge said it's up to the discretion of the Personnel Administration Committee about hiring someone at midpoint. She said we had some midpoint hires who will be coming up on their third year of service.

#### **5. Stormwater Expenditure Reports for April and May 2023 +**

Lynette Murphy explained the organization of the reports. She went through the figures for April and May reports. She noted high amounts for Fleet Maintenance, conference fees and expenditures for flagging. She noted \$3,000 for Baby Creek easements.

Trohn had a question about on call services. He said he likes the new format for the reports.

In the May report, Murphy noted a large expenditure for pipes and fees for tree removal from Brummetts Creek. She also noted funding for Kurtz water monitoring in the Lake Monroe watershed.

#### **6. Staff Reports**

Thetonia said we have our IDEM audit scheduled for October. She said our summer interns have started, Charlotte McFerran and Charlie Moore. She said they are doing a great job. She said the regularly scheduled SWMB July meeting will be changed to July 19 and will cover budget approval. She said the September meeting conflicts with INAFSM conference so we will probably reschedule or cancel till October.

#### **7. Adjournment**

Meeting adjourned at approximately 3:43 pm.

**Approved:**

**Signed:**

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**President**

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**Secretary**

### Stormwater Fund 1197 Appropriation Balance as of June 30, 2023

Appropriation	Line Item	Yr. Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
<b>20s Supplies</b>									
20001	Office Supplies	\$1,000.00				\$151.75	\$1,000.00	<b>\$750.81</b>	<b>75%</b>
21170	Field Crew Supplies	\$5,000.00				\$549.72	\$5,000.00	<b>\$2,681.68</b>	<b>54%</b>
23411	Fleet Maintenance	\$30,000.00			(\$50,000.00)	\$690.77	\$90,000.00	<b>\$58,103.50</b>	<b>65%</b>
23960	Backfill/Pavement Repair Mater	\$60,000.00				\$416.78	\$59,870.89	<b>\$48,398.64</b>	<b>81%</b>
<b>30s Other Services and Charges</b>									
30028	Training/Travel	\$6,500.00				\$202.40	\$6,500.00	<b>\$4,407.69</b>	<b>68%</b>
30061	On Call Contract Services	\$75,000.00				\$7,305.00	\$82,721.02	<b>\$53,298.67</b>	<b>64%</b>
30219	Disposal Fees	\$20,000.00				\$4,522.69	\$20,921.34	<b>\$10,588.85</b>	<b>51%</b>
30311	Hydro-Seeding	\$15,000.00				\$8,339.48	\$30,000.00	<b>\$21,660.52</b>	<b>72%</b>
30321	Professional Fees	\$40,000.00				\$1,897.50	\$31,992.97	<b>\$27,977.97</b>	<b>87%</b>
30330	Public Educ & Participation	\$38,000.00				\$100.00	\$38,000.00	<b>\$1,910.75</b>	<b>5%</b>
30700	Gas Oil & Lube	\$100,000.00				\$6,819.52	\$100,000.00	<b>\$67,296.56</b>	<b>67%</b>
38230	Rental of Equipment	\$5,000.00				\$199.00	\$5,000.00	<b>\$4,361.00</b>	<b>87%</b>
39222	Baby Creek #3 SW	\$500,000.00				\$4,000.00	\$500,000.00	<b>\$495,000.00</b>	<b>99%</b>

### Stormwater Fund 1197 June 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Amount	Notes
<b>14-Jun-23</b>					
	30321	Professional Fees	Christopher B Burke	\$1,897.50	Drainage Plan Review
	30061	On Call Contract Services	Security Pro 24/7, LLC	\$1,567.50	Flagging 5/15/23 - 5/18/23
	30028	Training/Travel	First Financial Bank	\$202.40	2023 MS4 Annual Meeting Reg. & 2023 IN DIRT Reg. -KT
<b>21-Jun-23</b>					
	30700	Gas Oil & Lube	Monroe County Highway	\$6,819.52	May 2023 Fuel Usage
	23411	Fleet Maintenance	Monroe County Highway	\$690.77	May 2023 Fleet Maintenance & Repair
	30330	Public Educ & Participation	Monroe County Solid Waste	\$100.00	Monroe County Fair Shared Booth Rental - SW Portion
	21170	Field Crew Supplies	Quality Supply & Tool Co Inc	\$495.78	Ratchet Binders, Wood Lathes, Marking Paint Wand
	20001	Office Supplies	Rainbow Printing	\$76.75	8.5" x 11" copy paper, carton
	30219	Disposal Fees	Sycamore Ridge Landfill	\$1,626.84	Street Sweeping Debris Disposal 5/16/23
<b>28-Jun-23</b>					
	38230	Rental of Equipment	Ellettsville True Value	\$199.00	Track Loader Rental for BMP Filter
	30311	Hydro-Seeding	Milestone Contractors	\$8,339.48	Hydro-Seeding (SW Portion)
	20001	Office Supplies	Rainbow Printing	\$75.00	Stormwater General Business Card (box of 500)
	30219	Disposal Fees	Sycamore Ridge Landfill	\$2,835.85	Street Sweeping Debris Disposal 6/7/23 & 6/8/23
	21170	Field Crew Supplies	Richard's Small Engine Inc.	\$53.94	Air Filter & Spark Plug
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	\$416.78	Stone Rip Rap
	30219	Disposal Fees	Rogers Group Inc	\$60.00	Clean Fill Disposal
	30061	On Call Contract Services	Security Pro 24/7, LLC	\$5,737.50	Flagging 5/22/23 - 6/13/23
	39222	Baby Creek #3 SW	Shrewsbury & Associates, LLC	\$4,000.00	Design Phase #2 - Surveying & Land Acquisition Services

\*ST = Salaries in parity with State set salary amounts.

COLA Rate  
hourly  
FLAT

\* Paid up to \$1,300 per year-per person - in April - from Snow & Ice Allowance 1176-17201-0533

MONROE COUNTY BUDGETS

As of 12/31/2024

BUDGET YEAR: 2024

As of 12/31/2024

STORMWATER

Employee	Hire Date	MCG Prior FT Service Credit	2024 Active MCG Service Years	Fund	Loc	Acct	Acct Description	2024 Hours	2024 Classification	2024 Level	2024 HOURLY RATE	FTE Employee Count (SALARY)	FTE Employee Count (INS)	2024 DRAFT BUDGET - LM
<b>DLGF = 9552</b>				<b>Highway - 1197-0000 Stormwater Management Fund</b>										
Thetonia, Kelsey	1/4/2021		3	1197	0000	10069	MS4 Coordinator	40	EXE A	3	35.88		1.00	74,631.00
Pratt, Brendan	6/1/2021		3	1197	0000	10070	Stormwater Equipment Operator	40	LTC HWY D	3	23.47		1.00	48,818.00
Rickert, Adam	12/13/2021		3	1197	0000	10076	MS4 Assistant	40	PAT C	3 MPH	27.84		1.00	57,908.00
Murphy, Lynnette	4/4/2022		2	1197	0000	11002	Administrative Assistant	40	COMOT C	1	21.77		1.00	45,282.00
Penna, Erica	6/14/2021		3	1197	0000	11067	Stormwater Inspector	40	PAT C	3 MPH	27.84		1.00	57,908.00
Brummett, Logan	1/2/2018		6	1197	0000	11069	Stormwater Equipment Operator	40	LTC HWY D	3	23.47		1.00	48,818.00
Roberts, Timothy	11/16/2015		9	1197	0000	11070	Stormwater Equipment Operator	40	LTC HWY D	8	24.41		1.00	50,773.00
Boettjer, Michael	6/26/2017		7	1197	0000	11071	Stormwater Equipment Operator	40	LTC HWY D	3	23.47		1.00	48,818.00
Moore, Jason	8/29/2012		12	1197	0000	11072	Stormwater Maintenance Supervisor	40	PAT C	8	28.95		1.00	60,216.00
Edwards, Adam	7/26/2021	4	3	1197	0000	11073	Stormwater Crew Foreman	40	LTC D	3 MPH	25.52		1.00	53,082.00
Pierce, Aaron	6/21/2022		2	1197	0000	15834	Stormwater Truck Driver	40	LTC HWY B	1	21.40		1.00	44,512.00
<b>Enright-Randolph, Trohn</b>	<b>3/21/2005</b>		<b>19</b>	<b>1197</b>	<b>0000</b>	<b>11000</b>	<b>Elected Official</b>	<b>35</b>	<b>EO</b>				<b>0.25</b>	<b>15,866.00</b>
				1197	0000	17101	Overtime							7,500.00
				1197	0000	17209	Clothing Allowance							8,750.00
				1197	0000	17601	Longevity							2,800.00
				1197	0000	17801	Part Time							16,000.00
				1197	0000	18001	FT Self Insurance							146,250.00
				1197	0000	18101	FICA							48,439.00
				1197	0000	18201	PERF							87,207.00
				1197	0000	20001	Office Supplies							1,000.00
				1197	0000	20002	Official Records							2,500.00
				1197	0000	21170	Field Crew Supplies							5,000.00
				1197	0000	23411	Fleet Maintenance Supplies							80,000.00
				1197	0000	23920	Testing/Sampling Equipment							500.00
				1197	0000	23940	Seed/Mulch /Compost/Plantings							6,000.00
				1197	0000	23950	Pipes							40,000.00
				1197	0000	23960	Backfill/Pavement Repair Mater							60,000.00
				1197	0000	23970	Signs							3,500.00
				1197	0000	30004	Repairs; Equipment/Vehicle							8,000.00
				1197	0000	30028	Training/Travel							12,000.00
				1197	0000	30041	Software							16,676.00
				1197	0000	30061	On Call Construction Services							75,000.00
				1197	0000	30062	Remote Monitoring #15W							1,000.00
				1197	0000	30218	Laboratory Fees							1,000.00
				1197	0000	30219	Disposal Fees							20,000.00
				1197	0000	30310	General Engineering Services							25,000.00
				1197	0000	30311	Hydroseeding							30,000.00
				1197	0000	30314	Maint / Good Housekeeping SW							5,000.00
				1197	0000	30321	Professional Fees							100,000.00
				1197	0000	30330	Public Educ & Participation							38,000.00
				1197	0000	30500	Printing & Advertising							3,000.00
				1197	0000	30700	Gas, Oil & Lube							100,000.00
				1197	0000	30801	Postage & Freight							2,300.00
				1197	0000	31585	Communications							1,000.00
				1197	0000	32113	Drug Testing							500.00
				1197	0000	33008	Other Insurance (Non-Health)							43,000.00
				1197	0000	33010	Refunds							1,000.00
				1197	0000	33033	Lake Monroe Water Quality							3,500.00
				1197	0000	35003	Reprographics							1.00
				1197	0000	36003	Utilities							2,000.00
				1197	0000	38230	Rental Of Equipment							5,000.00
				1197	0000	38290	Copier Maint							0.00
				1197	0000	39220	Cherry Lane #15 SW							0.00
				1197	0000	39222	Baby Creek #3 SW							150,000.00
				1197	0000	39288	Stipp Rd/Moores Ck #16 & #4 SW							500,000.00
				1197	0000	40001	Equipment							3,500.00
				1197	0000	41104	Vehicle Purchase							215,000.00
													<b>11.25</b>	<b>2,483,555.00</b>

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Increased from \$15,000

923,578.00

SAME  
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Increased from \$30,000  
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Increased from \$5,000  
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Decreased from \$5,000  
Decreased from \$12,000  
Increased from \$6,500  
Increased from \$16,500  
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SAME  
Increased from \$1  
New line  
SAME  
SAME  
Decreased from \$500  
SAME  
Decreased from \$500,000  
SAME  
Confined entry equipment  
Dump truck (single axle)



July 5, 2023

Kelsey Thetonia  
Monroe County  
501 N. Morton St., Ste. 216  
Bloomington, IN 47404

Subject: **MS4 Audit Assistance  
Professional Services Proposal**

Dear Ms. Thetonia,

As requested, Christopher B. Burke Engineering, LLC has prepared this proposal to provide professional services to Monroe County for MS4 audit assistance. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

### **UNDERSTANDING OF THE ASSIGNMENT**

This project will include providing assistance as needed on activities associated with the County's MS4 program, as detailed below.

### **SCOPE OF SERVICES**

Burke will provide the following services, as needed and requested, and as the available funding will allow:

- Assist with preparation for the County's IDEM MS4 audit of MCMs 1, 2, 3 and 6
- Assist with preparation of implementation documents needed for compliance with IDEM's new MS4 general permit such as procedures, policies, and plans
- Provide training to staff on various MS4 program topics
- Continue to serve as a resource when questions arise regarding the MS4 program
- Other tasks as agreed upon


### **ESTIMATED FEE**

We have estimated the total cost for these services shall not exceed **\$5,000**. We will bill you monthly, on a time and material basis, in accordance with our attached standard charges for professional services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services. Should Monroe County request additional services outside of the estimated fee, Burke will prepare a contract amendment for those services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me or Emily Myers at the number listed above if you have any questions.

Sincerely,

  
Jon D. Stolz, PE  
Managing Vice President

**THIS PROPOSAL, SCOPE OF SERVICES, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY MONROE COUNTY:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures: Standard Charges for Professional Services  
Monroe County General Terms and Conditions





Standard Charges for Professional Services, January 2023

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	235
Engineer V.....	215
Engineer IV.....	190
Engineer III.....	155
Engineer I/II.....	115
Resource Planner V.....	185
Resource Planner IV.....	155
Resource Planner III.....	130
Resource Planner I/II.....	105
Engineering Technician IV.....	165
Engineering Technician III.....	145
Engineering Technician I/II.....	105
CAD II.....	130
CAD I.....	107
GIS Specialist IV.....	160
GIS Specialist III.....	155
GIS Specialist I/II.....	103
Environmental Resource Specialist V.....	175
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	130
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	100
Administrative.....	90
Engineering Intern.....	60
Information Technician I/II.....	90

Direct Costs  
 Outside Copies, Messenger, Delivery Services, Mileage..... Cost + 12%

*\*Charges include overhead and profit*

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2023.*



1. **Relationship between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. Engineer shall set its own working hours and conditions, provide its own working facilities, and generally, manage its own work. The Engineer shall not be considered to be the agent of the Client. 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, employees or subcontractors of the other party. The Engineer shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Engineer's employees. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, cause of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Upon receipt of a written termination notice, the Engineer shall cease all work under the Agreement except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under the contract. Engineer shall then render a final billing to Client, based on work actually performed, and the Client shall pay that bill in accordance with the payment procedures of this Agreement. There shall be no penalty for termination for the convenience of Client pursuant to this section. Upon termination of the Agreement, Engineer shall promptly deliver all documents and materials that were prepared under this Agreement prior to termination to Client.

5. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be considered “work for hire” and shall be delivered to the Client. The Engineer transfers any ownership claim to the Client and all such materials will be the property of the Client. Engineer shall have the right to retain copies of all Project Documents and drawings for its files. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Unless otherwise specified in writing by Client, Engineer may presume that any paper, electronic, or other document delivered to Client is a public record.
6. **Standard of Practice:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Engineer will comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

The Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the Project Documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer’s Scope of Service and compensated for accordingly.

8. **Indemnification/Insurance:** Engineer shall indemnify and hold harmless the Client, its officers, agents, and employees, from reasonable claims, demands, damages, costs, expenses, or other liability to the proportionate extent that those damages arise out of the Engineer’s negligent acts or omissions or any willful misconduct on the part of the Engineer or its agents, or employees, or subcontractors directly responsible to it, including those losses that are covered by insurance, except that the above shall not apply to the negligence or willful misconduct of the Client, the Client’s officers, agents, or employees. In a scenario in which there is joint or concurrent negligence the Engineer’s liability is limited to the proportionate extent that damages are caused by Engineer’s negligence. Engineer hereby releases Client from any claim for liability by itself or a subcontractor, officer, agent or employee, to the extent that such loss is covered by worker’ compensation insurance.

During the performance of any and all services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

- A. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- B. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate; and,
- D. Worker’s Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana and shall contain waivers of subrogation. The Client, its officers, agents, and employees shall be named as insured under the commercial general liability, automotive, and professional liability insurance policies and those policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the Client will be called upon to contribute to a loss hereunder.

Engineer shall provide evidence of each insurance policy to the Client prior to the commencement of work under the Agreement. The Client shall be given thirty days, unqualified written notice prior to any cancellation thereof. Approval of the insurance by the Client shall not relieve or decrease the extent to which Engineer may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. Engineer's failure or refusal to procure or maintain the required insurance coverage or to provide the Client with proof of the required coverage shall be deemed a material breach of this Agreement.

9. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the contractor(s) method of determining process, or over competitive bidding or market conditions, its opinions of probable Project construction cost provided for herein are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by it. If prior to the bidding or negotiation phase, Client wishes greater accuracy as to the construction cost, the Client shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
10. **Governing Law & Dispute Resolution:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 9 of this Agreement, together with the laws of the State of Indiana.  
  
The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by informal negotiation.
11. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
12. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
13. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth or incorporated herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter thereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

14. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled “Amendment of Agreement.”
15. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
16. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
17. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property as necessary for Engineer to fulfill its obligations under this Agreement, including the preparation of applications for any permits and approvals within the scope of this Agreement. All necessary approvals and permits required from all governmental authorities having jurisdiction over the Project and not included within the scope of this Agreement, may be obtained by the Client or may be obtained by the Engineer under an Amendment to the Agreement.
19. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party. Contact information, including email addresses for each authorized representative shall be exchanged in a timely manner.
20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party’s place of business or other such address as either party shall hereafter furnish to the other party by written notice as herein provided. A copy of the notice or designation shall be emailed to the receiving party’s authorized representative contemporaneously with the mailing of the notice or designation.
21. **Client’s Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client’s objectives, schedule, constraints, criteria, special equipment, systems and site requirements.
22. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt.

*Collection Costs.* In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due.

*Suspension of Services.* If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days’ notice to the Client. The Engineer shall have no liability whatsoever to the Client for

any costs or damages as a result of such suspension caused by any breach of the Agreement by the Client.

23. **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Engineer covenants that it will not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Engineer certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
24. **Maintaining a Drug-Free Workplace:** The Engineer hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Engineer will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Engineer in Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the Client for up to three (3) years.
25. **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Engineer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she or any of them, have not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Contract.
26. **E-Verify Affidavit:** As required by Ind.Code 22-5-1.7-11, the Engineer is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, and that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that the Engineer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
27. **Authority to Bind Engineer:** The signatory for the Engineer represents that he/she has been duly authorized to execute this Agreement on behalf of the Engineer and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Engineer when his/her signature is affixed, and accepted by the Client.

February 23, 2010-INDIANA  
*Modified for Monroe County, April 30, 2021*