



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

## COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, November 15, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

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

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

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

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*"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, [apurdie@co.monroe.in.us](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 Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."*

**1. CALL TO ORDER BY COMMISSIONER GITHENS**

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**2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**

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**3. DEPARTMENT UPDATES**  
Health – Lori Kelley

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

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**5. APPROVAL OF MINUTES**  
November 8, 2023

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**6. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – November 15, 2023  
Payroll – November 17, 2023

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**7. REPORTS**  
None

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- 8. NEW BUSINESS**
- A. RESOLUTION 2023-30: SURPLUS PROPERTY** **10**  
**PRESENTER:** Richard Crider

This request is for approval for multiple departments' surplus property.

- B. B&L SHEET METAL DOWNSPOUT REPAIR PROPOSAL** **31**  
**Fund Name:** 2022 GO Bond  
**Fund Number:** 4815  
**Amount:** \$2,850  
**Presenter:** Richard Crider

This request is to approve the proposal submitted by B&L Sheet Metal to custom fabricate and install steel reducers onto six downspouts on the west side of the Showers Building. This work is necessary to allow proper drainage from gutter to underground PVC drainpipe.

- C. ORDINANCE 2023-46; BUILDING CODE AUTHORITY INTERLOCAL AGREEMENT** **35**  
**Presenter:** David Schilling

This request is for the adoption of an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana regarding Building Code Authority.

- D. RATIFY INDIANA RECOVERY ALLIANCE REGARDING STATE HEALTH GRANT** **42**  
**Fund Name:** Opioid Grant REF 2023007  
**Fund Number:** 9164  
**Grant Amount:** \$450,000  
**Presenter:** Jeff Cockerill

This agreement is to effectively coordinate activities regarding the portion of the FSSA Grant that is meant to fund IRA's Building and purchase of a vehicle.

- E. VET ENVIRONMENTAL ENGINEERING PH II REGARDING THOMSON SITE** **46**  
**Fund Name:** EDIT BAN  
**Fund Number:** 4816  
**Amount:** Not to exceed \$9,143.34  
**Presenter:** Jeff Cockerill

This agreement is for PH II of environmental investigation into the Thomson site.

- F. RATIFY VET ENVIRONMENTAL ENGINEERING WETLANDS AND JURISDICTIONAL WATER DELINEATION** **53**  
**Fund Name:** EDIT BAN  
**Fund Number:** 4816  
**Amount:** Not to exceed \$11,577.51  
**Presenter:** Jeff Cockerill

This agreement is for continued environmental investigations into the Thomson site.

**G. BEAM LONGEST AND NEFF RIGHT-OF-WAY SERVICES**

**Fund Name:** Rockport Rd Bridge #308

**Fund Number:** 8166

**Amount:** \$42,100

**Presenter:** Lisa Ridge

This agreement is to hire the consultant for right-of-way acquisition services on six (6) parcels for the replacement of Rockport Road Bridge # 308. The bridge is to be replaced in 2025, with letting date in November 2024.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, November 8, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>  
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

### Members

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

### Staff

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

1. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:04 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS** 10:05 am

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3. **DEPARTMENT UPDATES** 10:05 am  
Health – Lori Kelley  
Rural Transit – Chris Myers

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4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:13 am  
  
Jennifer Pearl, Executive Director Bloomington Economic Development Corporation

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5. **APPROVAL OF MINUTES** 10:18 am  
November 1, 2023

Thomas made a motion to approve. Jones seconded.  
Githens called for a voice vote.  
Motion carried 3-0.

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- 6. APPROVAL OF CLAIMS DOCKET** 10:19 am  
Accounts Payable – November 8, 2023

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

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- 7. REPORTS** 10:19 am  
None
- 

**8. NEW BUSINESS**

- A. RATIFY PITNEY BOWES LEASE AGREEMENT FOR ELECTION CENTRAL** 10:20 am  
**Fund Name:** Election  
**Fund Number:** 1215  
**Amount:** \$841.11/quarterly or \$3,364.44/yearly  
**Presenter:** Nicole Browne

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the lease to maintain the postage machine at the Election Central/Voter Registration Office.

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

- B. RATIFY EFFECT TV AGREEMENT FOR EARLY VOTING COMMERCIAL** 10:28 am  
**Fund Name:** Election  
**Fund Number:** 1215  
**Amount:** \$2,500  
**Presenter:** Nicole Browne

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the Early Voting commercial.

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

- C. PEOPLE AND ANIMAL LEARNING SERVICES (PALS) MOU** 10:30 am  
**Fund Name:** LIT Special Purpose  
**Fund Number:** 1114  
**Presenter:** Sara Jamieson

Youth Services Bureau along with PALS are requesting approval of an MOU outlining the unmounted equine activities provided at no-cost from PALS for YSB Binkley House Emergency Shelter residents.

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

**D. INDOT CHANGE ORDER #6 FOR SAMPLE ROAD, PH I**

10:31 am

**Fund Name:** Sample Road, PH I  
**Fund Number:** 8161  
**Amount:** (\$2,120.78)  
**Presenter:** Lisa Ridge

The project was bid with traffic being maintained on Old SR 37 Line S-1-A with temporary widening being constructed and the road section being completed in two phases 1A and 1B. See plan sheets 12 and 13 for bid phasing at this location. However, in the field the utility of Center Point high pressure gas was found to be in conflict with the temporary widening along the west side of Old SR 37 and there was not enough right of way for further relocation.

The time frame to relocate the utility would have been months and caused further delays. This change order adds Portable Signals to allow for construction and widening of Old SR 37 to maintain a single lane of traffic 24 hours a day or 7 days a week. See attached sketch of portable signal set up. Portable Traffic Signals are the only viable option with the area constraints and high traffic volume. The total cost impact of this change order is a savings to the contract as Temporary Pavement Markings, Construction Signs, and Line Removal are all being decreased with the change.

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

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**9. APPOINTMENTS**

Thomas made a motion to appoint the following. Jones seconded.

**South Central Regional Sewer District**  
Bill Williams, 4-year term ending 9.12.27

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

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**10. ANNOUNCEMENTS**

10:35 am

All Monroe County Government offices will be closed Friday, November 10, 2023, in observance of Veterans' Day.

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

Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at [www.co.monroe.in.us](http://www.co.monroe.in.us) for dates and times.

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

- Friday, November 10, 10am – 3pm**
- Wednesday, December 13, 1pm – 6pm**
- Friday, December 15, 10 am – 3pm**

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit [www.co.monroe.in.us](http://www.co.monroe.in.us) .

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

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

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**11. ADJOURNMENT**

The summary minutes of the November 8, 2023, Board of Commissioners' meeting were approved on November 15, 2023.

**MONROE COUNTY COMMISSIONERS**

***"Aye"***

***"Nay"***

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

**ATTEST:**

\_\_\_\_\_  
Catherine Smith, Auditor  
Monroe County, Indiana

\_\_\_\_\_  
Date





**MONROE COUNTY BOARD OF COMMISSIONERS'  
WORK SESSION SUMMARY  
November 8, 2023  
Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**1. Legal, Jeff Cockerill**

VET Environmental Engineering regarding Thomson Site.  
Fund Name: 2022 BAN Capital  
Fund Number: 4816  
Amount: Not to exceed \$11,577.51

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

**2. Legal, Jeff Cockerill**

MOU with Indiana Recovery Alliance grant

Thomas made a motion to approve. Jones seconded.  
No public comment.  
Githens called for a voice vote.  
Motion carried 3-0.  
Cockerill will bring back to November 15<sup>th</sup> meeting for approval.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This request is to approve the surplus of items from multiple departments.  
Commissioners Office - Inventory item CM06 - 2005 Chevrolet Silverado VIN#1GCEK14TX5Z273038. Vehicle will be auctioned on Govdeals.com.  
Court Services - Inventory items CS 13 - CS25, and SCJ216 - 14 office chairs that are in poor condition and will be disposed of as waste.  
Highway Department - Inventory items 053- 2003 Kenworth T-300, VIN# 2NKMHD8XX3M388699; 062 - 2003 Kenworth T-300 VIN#2NKMHD8X43M388701; 066- 2003 Kenworth T-300 VIN# 2NKMHD8X43M88696. Vehicles will be auctioned on Govdeals.com  
Probation Department - Inventory items CC316 and CC165L two (2) desks that have been replace with new and will be sold as scrap metal.  
Sheriff's Department - Inventory items J002449 Wall Lockers that have been replaced with new and will be sold as scrap metal. J002664 Camera that has been replaced with new and will be disposed of as waste.

Fund Name(s):	Fund Number(s):	Amount(s)

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

**RESOLUTION 2023-30  
RESOLUTION CONCERNING SURPLUS PROPERTY**

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

**WHEREAS**, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

**WHEREAS**, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property described in exhibit A, consisting of vehicles, various equipment, and furniture, shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with a total estimated value of more than five Thousand Dollars (\$5,000.00).
3. The property described in above maybe sold at either public auction, public sale. If determined by the Monroe County Facilities and Fleet Manager that the cost to prepare any item for sale, is less than the value of the item or If any of the above-described property fails to sell at the public auction or Public Sale, it may be demolished, sold as scrap, or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this \_\_\_\_ day of November, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** ANGIE PURDIE

**Date:** 11/10/23

**Select one:**  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code) **POOR CONDITION REPLACED WITH  
Reason for Surplus or Disposal? TRANSFER FROM BUILDING DEPT**

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** MAINTENANCE

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck). 2005 CHEVROLET SILVERADO

**Were Federal Funds used to purchase?**  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

**Asset/Inventory Item value:** \$5,000

**Elected Official or Department Head Signature:**



## STEP 2

**ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.**

**Maintenance/Technical Services Department:**

**Date:** 11/10/23

**Does the value of the item exceed the cost to auction the item:**  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

**Fleet Maintenance signature:** Richard Crider

Digitally signed by Richard Crider  
DN: cn=Richard Crider, o=Harris County Government,  
ou=Facilities and Fleet, email=richard.crider@harriscountytx.gov  
Date: 2023.11.10 09:40:17 -0500

OR

**Building Maintenance signature:**

OR

**Technical Services signature:**

**PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.**

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:** \_\_\_\_\_ **Depreciated Value:** \_\_\_\_\_

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** ANGIE PURDIE

**Date:** 11/10/23

**Select one:**  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code) **POOR CONDITION REPLACED WITH TRANSFER FROM BUILDING DEPT**  
**Reason for Surplus or Disposal?**

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** MAINTENANCE

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck). 2005 CHEVROLET SILVERADO

**Were Federal Funds used to purchase?**  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

**Asset/Inventory Item value:** \$5,000

**Elected Official or Department Head Signature:**

## STEP 2

**ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.**

**Maintenance/Technical Services Department:**

**Date:** 11/10/23

**Does the value of the item exceed the cost to auction the item:**  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:

OR

- Building Maintenance signature:

OR

- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:**

**Depreciated Value:**

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

Page 13 of 84  
**UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.**

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:**

**Date:** November 9, 2023

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Broken or unusable chairs due to condition

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:**

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck).

**Were Federal Funds used to purchase?**  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

**Asset/Inventory Item value:**

**Elected Official or Department Head Signature:** *Lisa Abraham*

## STEP 2

**ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.**

**Maintenance/Technical Services Department:**

**Date:**

**Does the value of the item exceed the cost to auction the item:**  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:

OR

- Building Maintenance signature:

OR

- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:**

**Depreciated Value:**

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

Page 14 of 84  
**UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.**

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale

## STEP 1

**Elected Official/Department Head:**

**Date:** September 12, 2023

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)  
**Reason for Surplus or Disposal?** Replaced

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Highway

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) #053 - 2003 Kenworth Dump Trk T-300

Were Federal Funds used to purchase?  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory Item value: \$10,000

Elected Official or Department Head Signature:

*Asia Ridge*

## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:**

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:
- OR
- Building Maintenance signature:
- OR
- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Original Reported Value:

Depreciated Value:

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Vehicle Master File-Vehicle Information Summary

09/12/23

01/01/23

to 09/12/23

Page 1

Vehicle	Yr	Make	Model	Serial Number	License	Dept	Mileage	Last Updated	Hourly Rate	Cost Per Mile	FEMA
053	2003	KENWORTH	T-300	2NKMHD8XX3M388589	N6682	10	52922	08/15/23	\$0.00	\$0.0000	9720



# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:**

**Date:** September 12, 2023

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Replaced

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Highway

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) #062 - 2003 Kenworth Dump Trk T-300

Were Federal Funds used to purchase?  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory Item value: \$10,000

Elected Official or Department Head Signature:



## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:**

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:

OR

- Building Maintenance signature:

OR

- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:**

**Depreciated Value:**

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Vehicle Master File-Vehicle Information Summary

01/01/23 to 09/12/23

Page 1

Vehicle	Yr	Make	Model	Serial Number	License	Dept	Mileage	Last Updated	Hourly Rate	Cost Per Mile	FEMA
062	2003	KENWORTH	T-300	ZNKMHDD8X43M386701	8688	10	9239	08/28/23	\$0.00	\$0.0000	8720

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale

## STEP 1

**Elected Official/Department Head:**

**Date:** September 12, 2023

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Replaced

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Highway

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) #066 - 2003 Kenworth Dump Trk T-300

Were Federal Funds used to purchase?  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory Item value: \$10,000

Elected Official or Department Head Signature:

*Lisa Budge*

## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:**

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:

OR

- Building Maintenance signature:

OR

- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Original Reported Value:

Depreciated Value:

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Vehicle Master File-Vehicle Information Summary

09/12/23 01/01/23 to 09/12/23

Page 1

Vehicle	Yr	Make	Model	Serial Number	License	Dept	Mileage	Last Updated	Hourly Rate	Cost Per Mile	FEMA
066	2003	KENWORTH	T-300	2NKMHD8X43M388696	6662	10	126376	02/03/23	\$0.00	\$0.0000	8720

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:**

**Date:** 11/2/2023

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Damaged/being replaced/no longer need

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Probation at Johnson Building Room 16


Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck) two desks

Were Federal Funds used to purchase?  YES  NO

*If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.*

Asset/Inventory item value: Unknown, was purchased by Probation 1998.

Elected Official or Department Head Signature:



## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:** 11/8/23

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature:

OR

• Building Maintenance signature:

OR

• Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:**

**Depreciated Value:**

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

**UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.**

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** KYLE GIBBONS **Date:** 10/23/23

Select one:  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item: Replaced with New**  
(Auditor: This represents a liability on the County balance sheet)

Inventory Item (Will have Manager+ bar code) 002346 - 002348, 002447 - 002450  
**Reason for Surplus or Disposal? Replaced with New**

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: JAIL

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck).

Were Federal Funds used to purchase?  YES  NO

If yes, **must** attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

Asset/Inventory Item value: 0

Elected Official or Department Head Signature: 

## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:** 11/8/23

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:
- OR
- Building Maintenance signature:
- OR
- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:**

**Depreciated Value:**

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** KYLE GIBBONS **Date:** 10/24/23

**Select one:**  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item: Replaced with New**  
(Auditor: This represents a liability on the County balance sheet)

Inventory Item (Will have Manager+ bar code) **Reason for Surplus or Disposal? Replaced with New**

002664 -- OLD CAMERA

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** JAIL

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck).

**Were Federal Funds used to purchase?**  YES  NO

If yes, **must** attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

**Asset/Inventory Item value:** 0

**Elected Official or Department Head Signature:** 

## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:** 11/08/23

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- Fleet Maintenance signature:
- OR
- Building Maintenance signature:
- OR
- Technical Services signature:

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:** \_\_\_\_\_

**Depreciated Value:** \_\_\_\_\_

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** VANESSA SCHMIDT FOR  
VICTORIA THEVENOW **Date:** 11/10/23

**Select one:**  Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:**

(Auditor: This represents a liability on the County balance sheet)

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** REPLACED WITH NEW

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** YOUTH SERVICES BUREAU

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck). 2003 CHEVROLET COMMERCIAL C BUS

**Were Federal Funds used to purchase?**  YES  NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

**Asset/Inventory Item value:** \$3,200

**Elected Official or Department Head Signature:**

## STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department:**

**Date:**

Does the value of the item exceed the cost to auction the item:  YES  NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• Fleet Maintenance signature: **Richard Crider**

OR

• Building Maintenance signature:

OR

• Technical Services signature:

Digitally signed by Richard Crider  
DN: cn=Richard Crider, o=Monroe County  
Government, ou=Facilities and Fleet,  
email=rcrider@co.monroe.la.us, c=US  
Date: 2023.11.09 09:31:04 -05'00'

PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:** \_\_\_\_\_ **Depreciated Value:** \_\_\_\_\_

## STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.



**EXHIBIT A**















# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This request is to approve the proposal submitted by B&L Sheet Metal to custom fabricate and install steel reducers onto six downspouts on the west side of the Showers Building. This work is necessary to allow proper drainage from gutter to underground PVC drain pipe.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="2022 GO BOND"/>	<input type="text" value="4815"/>	<input type="text" value="\$2,850.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



1301 N. Monroe St., Bloomington, IN 47404 | Phone: 812-332-4309 Fax: 812-332-8124  
www.tectaamerica.com

## -Estimate-

November 8, 2023

Monroe County Courthouse  
100 W. Kirkwood Avenue  
Bloomington, IN 47404

**Project:** Showers Building – Westside Downspout Repairs

### Section Scope of Work #1:

- Remove (6) downspouts to allow access into the underground PVC hub
- Custom fabricate and install new 24 gauge hub adaptor in matching green color to allow for proper drainage
- Reinstall downspouts as required

**Total Cost: \$2,850**





## ADDENDUM TO B&L Sheet Metal & Roofing AGREEMENT

1. **Worker's Compensation.** B&L Sheet Metal & Roofing ("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 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.
2. **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 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.
3. **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.
4. **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.

5. **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.

6. **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.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

B&L Sheet Metal & Roofing  
 “Contractor”

Board of Commissioners of Monroe County  
 “Board”

\_\_\_\_\_

\_\_\_\_\_

by

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_, 2023

\_\_\_\_\_

Catherine Smith, Auditor



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This request is for the adoption of an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana regarding Building Code Authority.

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

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:

**ORDINANCE 2023-46**

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, and Monroe County, Indiana, regarding Building Code Authority.

**WHEREAS**, the City of Bloomington, Indiana ("City") and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which authorizes the County to provide Building Code Authority within the City; and

**WHEREAS**, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and

**WHEREAS**, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Monroe County, Indiana that the Agreement, attached as Exhibit A is hereby approved.

Approved this 15<sup>th</sup> day of November, 2023, by the Board of Commissioners of Monroe County.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA  
REGARDING BUILDING CODE AUTHORITY

WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through interlocal cooperation agreements; and

WHEREAS, in 1996, the City of Bloomington, Indiana ("City"), acting by and through its Mayor and its Common Council, and the County of Monroe, Indiana ("County"), acting by and through its Board of Commissioners and its County Council, determined that the interests of the citizens of Monroe County, Indiana, would be better served by coordinating and combining certain City and County building code services through an interlocal cooperation agreement; and

WHEREAS, in 1996, the City and the County entered into a five-year interlocal cooperation agreement, effective beginning April 1, 1997, that conferred County-wide Building Code administration authority on the Monroe County Building Department; and

WHEREAS, the term of the original interlocal agreement has been extended, through subsequent agreements, to January 1, 2024;

WHEREAS, the City and the County have determined that it is more cost effective and convenient for the citizens of Monroe County, Indiana, to continue to have the authority, power and responsibility for local building code administration, including permit application processing, project inspection, and permit issuance vested in a single entity, the Monroe County Building Department; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") reflects the commitments and understandings agreed to by the City and the County in order to efficiently and effectively provide the transfer of powers between the City and the County;

NOW, THEREFORE, the City and the County hereby agree as follows:

Part 1. Definitions.

**"Building Permit"** shall include without limitation any permit for construction, remodeling, demolition, moving, plumbing, electrical, or any other permit that affects construction, demolition, use and/or occupancy of land, buildings or structures, provided that such permit is within the scope of "Building Code Jurisdiction" as defined herein.

**"Building Code Jurisdiction"** refers to applicability, administration and enforcement of City and County ordinances adopting state building, plumbing, electrical, mechanical, energy conservation, swimming pool, and fire safety codes; specifically, this term refers to Monroe County Code

Chapter 430 and to those portions of Bloomington Municipal Code Title 17 that concern such State codes.

**"City Zoning Jurisdiction Area"** refers to those portions of the County over which the City, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

**"County Zoning Jurisdiction Area"** refers to those portions of the County over which the County, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

## Part 2. Building Code Jurisdiction.

The Monroe County Building Department shall enforce all State building, plumbing, electrical, mechanical, energy conservation, and fire building safety codes, as adopted by City and County ordinances, within the corporate limits of the City, and within all other unincorporated areas of Monroe County, Indiana. The City will administer planning, zoning, and subdivision compliance functions within the City Zoning Jurisdiction Area, including, without limitation, the assignment of street addresses.

- A. The Monroe County Building Department shall accept building permit applications and will provide review, issue permits, receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. City zoning compliance review and the issuance of a Certificate of Zoning Compliance ("CZC") by the City are conditions precedent to the issuance of a building permit for any project located within the City Zoning Jurisdiction Area. For projects located within the City Zoning Jurisdiction Area, the County will collect the City Zoning Compliance Review Fee, in the amount established by the City, in addition to the County Building Permit Fee.
- C. The County will not issue a building permit for a project located within the City Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the City. The County will include CZC conditions required by the City along with the building permit; and the County will require compliance with the conditions as part of any temporary or permanent Certificate of Occupancy issued for the project by the County.
- D. The City Planning & Transportation Department and Monroe County Building Department will simultaneously process CZC and Building Permit applications through respective on-line permit/application management systems. The Departments will use their respective systems to communicate directly regarding the status of permit applications (for example, the Building Department may grant credentials in OpenGov to Planning & Transportation staff that enable them to view files directly, and the Planning & Transportation Department may grant similar credentials to Building staff to view CZC files within EPL or may use EPL to share with the Building Department a .pdf of approved CZCs). The Building Department will not release a Building Permit before electronically receiving or confirming

a CZC approved by the Planning & Transportation Department. Both parties agree to make their best efforts to expedite the processing of permits under this agreement, and specifically, City and County agree to coordinate with respective applicants their responsibility to submit applications through respective permit/application management systems to insure that all permit applications are reviewed as soon as reasonably possible after receipt by the City and County.

- E. The City will inspect and enforce zoning and subdivision compliance and administer bonds within the City Zoning Jurisdiction Area. The Monroe County Building Department will notify the City Planning & Transportation Department when an occupancy inspection for a project in the City is to take place, other than single-family residential projects. The County and the City will cooperate in providing information requested by the other party in a timely fashion.
- F. The County will not issue any construction, remodel, demolition, moving, or any other type of permit that might change the disposition of a structure to a residential rental within the corporate limits of the City until the City Code Enforcement Division ("HAND") has completed plan review and released the application. The County will schedule all final inspections of those permits with HAND where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the City unless and until compliance with the City of Bloomington Property Maintenance Code has been determined by HAND.
- G. For projects located within the corporate limits of the City, the County agrees to recognize and enforce Section 17.08.050(c) of the Bloomington Municipal Code which provides for the waiver of fees under specified conditions for eligible affordable housing projects up to the amount of \$2,500.00 per year.
- H. In recognition of the City's investment in the GIS mapping system, the County agrees to collect and verify GIS data for the City in a manner consistent with both the informational needs of the City and the information gathering and processing capabilities of the County. The County shall provide such data as is customarily obtained through building permit administration and planning subdivision approvals, and the City will share data in its possession and otherwise maintain robust communications with the County to help correct GIS data errors. The County will cooperate in enhancing its computer capability and compatibility for information exchange with the City.
- I. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, with jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the City Fire Department to coordinate review, response, and comment to the State Fire and Building Safety Commission regarding all applications for variance within the corporate boundaries of the City.

- J. The County shall inspect for compliance with all City of Bloomington Utilities regulations and any City ordinances governing construction/connection of utilities related to permit activity between the building and the connection to City's meter or main.
- K. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable City zoning/subdivision, erosion control, or historic preservation regulations would result from continued construction activity, or where work is stayed due to an appeal to the Board of Zoning Appeals as provided in Indiana Code § 36-7-4-1001. The County shall issue such stop work order upon written request of the City Planning & Transportation Director, the Director of Engineering, the Director of Utilities, or the Director of Housing and Neighborhood Development. Enforcement action shall be taken by the governmental entity whose ordinances or conditions of approval have been violated.

Part 3. Recitals of Commitment, Purpose, Duration, and Renewal of Agreement.

- A. The level of cooperation recited in this Agreement is intended to exist in perpetuity for the efficient and effective delivery of governmental services to the citizens of Monroe County. However, the parties recognize that modifications may be required, both to the Agreement itself, and to the practices and procedures that bring the recitals contained within this document to fruition.
- B. The County will collect the City Zoning Compliance Review Fee specified by the City, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the City on a quarterly basis. Payments to the City will be made as promptly as possible after April 1, July 1, October 1, and January 1 of each year of this Agreement, allowing for the County's claim processing procedures. No other payments will be due to the City, from the County, under this Agreement.
- C. The term of this Agreement shall be from January 2, 2024, through January 1, 2025. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- D. The City and County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of Monroe County, Indiana.

Part 4. Interpretation and Severability.

- A. Because the jurisdictional approach set forth in this Agreement departs from current practice, the parties acknowledge and agree that this Agreement shall be liberally construed so that the parties can cooperatively address unforeseen problems through the implementation of policies, with minimal need for Agreement amendment.
- B. If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.



Part 5. Approval, Consent and/or Cooperation.

Whenever this Agreement requires the approval, consent and/or cooperation of a party (or parties), said approval, consent and/or cooperation shall not be unreasonably withheld.

Part 6. Appropriation of Funds.

The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by their respective councils. The parties agree to make a good faith effort to obtain all necessary appropriations from their councils and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

\_\_\_\_\_  
PENNY GITHENS, President  
Monroe County Board of Commissioners

\_\_\_\_\_  
JOHN HAMILTON, Mayor

\_\_\_\_\_  
KATE WILTZ, President  
Monroe County Council

\_\_\_\_\_  
SUE SGAMBELLURI, President  
Bloomington Common Council

ATTEST:

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH, Auditor

\_\_\_\_\_  
NICOLE BOLDEN City Clerk



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This agreement is to effectively coordinate activities regarding the portion of the FSSA Grant that is meant to fund IRA's Building and purchase of a vehicle.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Opioid Grant REF 2023007"/>	<input type="text" value="9164"/>	<input type="text" value="\$450,000 in Grant Funding"/>

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:

# MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (“MOU”) is entered into as of the \_\_\_\_\_ day of November, 2023\_\_\_\_\_, by and between Monroe County, Indiana (“County”) and Indiana Recovery Alliance (“IRA”). The parties acknowledge that this MOU is a legally binding and enforceable contractual agreement, and its provisions are enforceable in a court of law.

## RECITALS

**WHEREAS**, the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (“State”) awarded a Grant to the County for a total of \$576,000, of which \$450,000 is directed for IRA’s projects.

**WHEREAS**, particularly, the grant award, attached as Exhibit A, allows a maximum of \$100,000 in grant funds to be used toward an Outreach van and a maximum of \$350,000 to be used towards the purchase of a building; and,

**WHEREAS**, the County has agreed to act as the fiscal agent for IRA’s grant awards; and,

**WHEREAS**, in order to ensure compliance with the Grant, IRA must provide the documentation required in the Grant Award.

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

### **Section 1. Project Description:**

IRA is a harm reduction focused grassroots organization in Monroe County Indiana. Funding for this project will cover the cost of the acquisition and outfitting for services of a building and an outreach van to be the property of the IRA. This initiative will allow IRA to provide comprehensive harm reduction services to support people in any stage of recovery and empower them to choose which path of recovery is best for them. The building will be purchased by IRA and must remain in IRA’s care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

### **Section 2. County Responsibilities**

The County is solely responsible for Project 2 outlined in Exhibit A. For Project 1, the grant is a reimbursable grant, the County shall, after receipt of invoices from IRA, process payment to vendor(s) that are in compliance with the Grant agreement and timely file all claims with the state. The County shall designate a contact representative for communications regarding this agreement. The Commissioners will request an additional appropriation of at least \$200,000 from the County’s Opioid fund for additional funds for the project.

### **Section 3. IRA responsibilities:**

- a. The IRA will comply with policies and procedures found in Exhibit A, particularly noted Section 3 Reporting Requirements and Section 6 subparagraph E dealing with claims and accompanying supportive documentation.
- b. IRA will cooperate with the County, and will supply any required documentation, including but not limited to those found in the Grant Agreement, any necessary forms, such as W-9's for itself and any vendor states.
- c. Communicate with the designated representative for all obligations and inquiries that arise out of this agreement.
- d. Place a deed restriction on the real estate that reads "This property was purchased pursuant to a Memorandum of Understanding executed in November of 2023. This property must be used for that said purpose and may not be sold or otherwise disposed of without written authorization from Monroe County until January 1, 2029."

### **Section 4. Miscellaneous**


- A. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.
- B. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. It is understood and agreed that IRA, nor any of its employees, volunteers, contractor on anyone otherwise working on this project shall not be considered an employee of the County.
- D. IRA has read through the entire grant agreement and specifically states that it is eligible for this funding and will comply with all grant requirements. Specifically stating that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into any grant agreement by any federal or state department or agency. Principles is defined in this agreement in the same manner as in Exhibit A.

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

IRA

By: \_\_\_\_\_

MONROE COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Penny Githens, President

  
\_\_\_\_\_  
Julie Thomas, Vice President

  
\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

  
\_\_\_\_\_  
Catherine Smith, Monroe County Auditor



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This agreement is for Vet Environmental to continue investigation into the Thomson Site.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="EDIT BAN"/>	<input type="text" value="4816"/>	<input type="text" value="Not to exceed \$9,143.34"/>

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:



## VET ENVIRONMENTAL ENGINEERING, LLC

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2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

November 6, 2023

Mr. Jeff Cockerill – Attorney  
Monroe County Board of Commissioners  
100 West Kirkwood Avenue  
Bloomington, Indiana 47401

Dear Mr. Cockerill:

**RE: Proposal for Environmental Consulting Services**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of Mr. Jeff Cockerill of the Monroe County Board of Commissioners (Client). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform a Phase II Environmental Site Investigation at the property located at South Rockport Road and South Rogers Street, Bloomington, Indiana (Site). The Site is composed of three parcels of land approximately 87.84 acres in area (Parcel 53-08-08-200-001.000-009 and two parcels listed as 53-08-08-100-127.000-009). A Phase I Environmental Site Assessment (PI-2023) was conducted by VET in September 2023. The PI-2023 identified the following Recognized Environmental Condition (REC) at the Site.

- *“Targeted historic investigations did not identify PCBs but did reveal evidence of buried waste materials, including domestic debris in quarry pits at the [Site]. The historic railroad spur on the northeastern portion of the [Site] was neither reported nor evaluated in past investigations at the [Site]. Uncertainties remain with respect to the extent and nature of potential impacts from the domestic debris in the quarry pits, and potential releases from the historic railroad at the [Site], and constitute an REC.”*

**Tasks to be performed for Client:**

VET will provide environmental consulting services at the Site and historical investigative research as necessary to address the REC listed above. VET proposes to conduct surface soil sampling at the Site. VET will select sample locations along the historic rail spur to evaluate for the presence or absence of potential releases from the historic railroad on the Site.

*“Consulting that makes sense.”*

VET personnel will conduct field screening utilizing a photoionization detector (PID) and a flame ionization detector (FID). Field screening techniques are commonly used to detect the presence of contaminants, specifically volatile organic compounds (VOCs). Elevated PID and/or FID readings may indicate the presence of impacted soils.

VET will collect a soil sample from the worst-case scenario location from each sample location based on field screening readings, and visual and olfactory signs of contamination, if any. Soil samples will be submitted for analysis of VOCs if deemed appropriate by field screening readings. All samples will be submitted for analysis of polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and Resource Conservation and Recovery Act (RCRA) 8 Metals. VET will prepare and deliver a report detailing investigative methodology, field observations, analytical results, and VET’s recommendations.

**Proposed fee schedule for Client:**

<b>Item</b>	<b>Cost</b>
Phase II Environmental Site Investigation	\$9,143.24
<i>Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2024 hourly rates (below)</i>	



Environmental consulting work will be billed on a time and materials basis not to exceed \$9,143.24. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET's 2024 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

**VET Standard Rates 2024**

Principal Engineer	\$156.55/hour
Registered Professional Engineer	\$138.76/hour
Operations Manager	\$119.75/hour
Senior Project Manager	\$116.23/hour
Licensed Professional Geologist	\$112.67/hour
Project Manager	\$105.55/hour
Senior Environmental Scientist	\$105.55/hour
Graduate Engineer	\$105.55/hour
Graduate Geologist	\$100.81/hour
Staff Project	\$97.25/hour
Environmental Scientist	\$87.76/hour
Ecologist	\$87.76/hour
Senior Environmental Technician	\$87.76/hour
Environmental Technician	\$75.90/hour
GIS Analyst	\$75.90/hour
Clerical	\$62.86/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%

VET will provide the Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign the attached consulting agreement and return it to: [elizabeth@vet-env.com](mailto:elizabeth@vet-env.com).

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM, CPESC  
President/CEO, Principal Engineer

*"Consulting that makes sense."*

**Phase II Environmental Site Investigation  
South Rockport Road, Bloomington, Indiana  
November 6, 2023**

<b>Task 1. Phase II Environmental Site Investigation</b>						
<b>Activity</b>	<b>Note</b>	<b>Units</b>	<b>Type</b>		<b>Unit Cost</b>	<b>Total Cost</b>
<b>Field Work</b>						
Field Work	Principal Engineer	10	hours	@	\$156.55	\$1,565.50
	Project Manager	10	hours	@	\$105.55	\$1,055.50
	Environmental Technician	10	hours	@	\$75.90	\$759.00
Field Equipment	GPS	1	day	@	\$150.00	\$150.00
	Hand Tools	1	day	@	\$100.00	\$100.00
	Minirae 3000 PID	1	day	@	\$150.00	\$150.00
	FID	1	day	@	\$400.00	\$400.00
	Side by Side ATV	1	day	@	\$400.00	\$400.00
	Decontamination Kit	1	day	@	\$10.00	\$10.00
	Ice - Sample Preservation	10	bags	@	\$8.00	\$80.00
	Daily Field Expense	1	day	@	\$50.00	\$50.00
	Mileage	10	miles	@	\$0.83	\$8.30
<b>Subtotal</b>						<b>\$4,728.30</b>
<b>Laboratory Expenses</b>						
Analysis	VOCs - 3 samples	3	each	@	\$88.55	\$265.65
	PAHs - 7 Samples	7	each	@	\$94.88	\$664.13
	PCBs - 7 Samples	7	each	@	\$63.25	\$442.75
	RCRA 7 Metals - 2 Samples	7	each	@	\$80.50	\$563.50
Laboratory Analytical (Level IV)		1	each	@	\$90.00	\$90.00
<b>Subtotal</b>						<b>\$2,026.03</b>
<b>Reporting</b>						
Reporting	Principal Engineer	6	hours	@	\$156.55	\$939.30
	Senior Project Manager	1	hour	@	\$116.23	\$116.23
	Environmental Scientist	8	hours	@	\$87.76	\$702.08
	Environmental Technician	3	hours	@	\$75.90	\$227.70
	GIS Analyst	4	hours	@	\$75.90	\$303.60
Office Expenses		1	each	@	\$100.00	\$100.00
<b>Subtotal</b>						<b>\$2,388.91</b>
<b>Grand Total</b>						<b>\$9,143.24</b>

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Mr. Jeff Cockerill, Monroe County Board of Commissioners with office at 100 West Kirkwood Avenue, Bloomington, Indiana 47401 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated November 6, 2023 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Phase II Environmental Site Investigation, South Rockport Road and South Rogers Street, Bloomington, Indiana 47404.
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Fee Schedule.

CLIENT will pay a **lump sum** of \$0.00 for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

CLIENT will pay on a **time and material basis not to exceed** the sum of **\$9,143.24**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule\* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

\* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

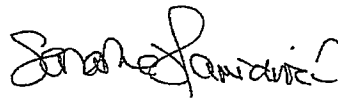
4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions :  NONE  ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT - VET Environmental Engineering, LLC



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Sara Rae Hamidovic, MS, PE, CHMM

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

Title: President

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

Date: November 6, 2023

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This agreement is for Vet Environmental to continue investigation into the Thomson Site.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="EDIT BAN"/>	<input type="text" value="4816"/>	<input type="text" value="Not to exceed \$11,577.51"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



## VET ENVIRONMENTAL ENGINEERING, LLC

---

2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

October 27, 2023

Mr. Jeff Cockerill – Attorney  
Monroe County Board of Commissioners  
100 West Kirkwood Avenue  
Bloomington, Indiana 47401

Dear Mr. Cockerill,

**RE: Proposal for Environmental Consulting Services**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the Monroe County Board of Commissioners (Monroe County). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform a wetlands and jurisdictional waters delineation and karst assessment at the property composed of three parcels of land approximately 92.53 acres in area (Parcel #53-08-08-100-127.000-009 and two parcels listed as #53-08-08-200-001.000-009) located north of South Rockport Road, and west of South Rogers Street in Bloomington, Indiana (Site).

**Tasks to be performed for Monroe County:**

**Wetlands and Jurisdictional Waters Delineation**

VET will delineate all potential wetlands observed on-Site. Field work will determine if the areas meet the three criteria that define a wetland according to the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (wetland hydrology, hydrophytic vegetation, and hydric soils). VET will excavate an adequate number of data points to properly delineate all potential wetlands on the Site. Data point locations will be recorded with a Trimble Geo7X GPS unit.

VET will conduct all work in accordance with applicable rules and regulations as set forth by the USACE, Indiana Department of Environmental Management (IDEM), Indiana Department of Natural Resources (IDNR) Division of Water, and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Wetland delineation will be conducted in accordance with the USACE Wetland Delineation Manual – Midwest Region Supplement

*“Compliance that makes sense.”*

(Version 2.0) and observations recorded on appropriate USACE Wetland Determination Data Forms – Midwest Region.

Mapped streams are located on-Site according to the United States Geological Survey’s (USGS) National Hydrography Dataset (NHD). VET will collect all necessary field data to prepare and submit a Preliminary Jurisdictional Determination Request and all associated information to the USACE.

Subsequent to field work, VET will prepare delineation reporting necessary for submission to the USACE and to the Indiana Department of Environmental Management (IDEM) and provide copies to Monroe County. If impacts to identified features are proposed, permitting from IDEM and USACE may be required. Permitting for impacts to delineated features is not included as part of this proposal.

**Karst Assessment**

VET will subcontract an appropriately qualified professional to conduct a karst assessment at the Site. The assessment will include a desktop and field reconnaissance to identify potential karst features located on the Site. VET’s subcontractor will prepare and deliver a report detailing field investigations and findings. The assessment will be utilized to determine if karst features at the Site will affect the proposed development. All developments must comply with Monroe County Zoning Ordinance, Chapter 829: Karst and Sinkhole Development Standards.

**Tasks to be performed for Monroe County:**

<b>Item</b>	<b>Cost</b>
Wetlands and Jurisdictional Waters Delineation	\$7,564.01
Karst Assessment (with subcontractor)	\$4,013.50
<i>Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2023 hourly rates (below)</i>	

Environmental consulting work will be billed on a time and materials basis not to exceed **\$11,577.51**. Please note that any work completed by VET at the request of Monroe County that does not fall within the referenced scope will be billed according to VET's 2024 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

**VET Standard Rates 2024**

Principal Engineer	\$156.55/hour
Registered Professional Engineer	\$138.76/hour
Operations Manager	\$119.75/hour
Senior Project Manager	\$116.23/hour
Licensed Professional Geologist	\$112.67/hour
Project Manager	\$105.55/hour
Senior Environmental Scientist	\$105.55/hour
Graduate Engineer	\$105.55/hour
Graduate Geologist	\$100.81/hour
Staff Project	\$97.25/hour
Environmental Scientist	\$87.76/hour
Ecologist	\$87.76/hour
Senior Environmental Technician	\$87.76/hour
Environmental Technician	\$75.90/hour
GIS Analyst	\$75.90/hour
Clerical	\$62.86/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Monroe County with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign the attached consulting agreement and return it to: [elizabeth@vet-env.com](mailto:elizabeth@vet-env.com).

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM  
President, VET



**Wetlands and Jurisdictional Waters Delineation  
Rockport Road, Bloomington, Indiana  
October 27, 2023**

Activity	Note	Number	Units		Unit Cost	Total Cost
<b>TASK 1. Field Investigation</b>						
Field Work	Principal Engineer	16	hours	@	\$ 156.55	\$ 2,504.80
	Staff Project	8	hours	@	\$ 97.25	\$ 778.00
	Environmental Technician	8	hours	@	\$ 75.90	\$ 607.20
Equipment	Hand Tools	2	days	@	\$ 50.00	\$ 100.00
	Daily Field Expense	2	days	@	\$ 50.00	\$ 100.00
	GPS	2	days	@	\$ 150.00	\$ 300.00
Mobilization/Demobilization	Environmental Technician	1	hour	@	\$ 75.90	\$ 75.90
Mileage		20	miles	@	\$ 0.83	\$ 16.60
<b>Subtotal</b>						<b>\$ 4,482.50</b>
<b>TASK 2. Reporting</b>						
Reporting	Principal Engineer	8	hours	@	\$ 156.55	\$ 1,252.40
	Senior Project Manager	1	hours	@	\$ 116.23	\$ 116.23
	Environmental Scientist	8	hours	@	\$ 87.76	\$ 702.08
	Environmental Technician	4	hours	@	\$ 75.90	\$ 303.60
	GIS Analyst	8	hours	@	\$ 75.90	\$ 607.20
Office Expense		1	each	@	\$ 100.00	\$ 100.00
<b>Subtotal</b>						<b>\$ 3,081.51</b>
<b>TASK 3. Karst Assessment</b>						
Subcontractor	Field Work and Reporting	1	report	@	\$ 4,013.50	\$ 4,013.50
<b>Subtotal</b>						<b>\$ 4,013.50</b>
<b>Grand Total</b>						<b>\$ 11,577.51</b>

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Mr. Jeff Cockerill, Monroe County Board of Commissioners with office at 100 West Kirkwood Avenue, Bloomington, Indiana 47401 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated October 27, 2023 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Wetlands and Jurisdictional Waters Delineation and Karst Assessment for 92.53 acres of land located north of South Rockport Road and west of South Rogers Street in Bloomington, Indiana.
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_ CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Fee Schedule.

\_\_\_ CLIENT will pay a **lump sum** of \$0.00 for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

X CLIENT will pay on a **time and material basis not to exceed** the sum of **\$11,577.51**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule\* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

\* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions : \_\_\_ NONE    X ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Sara Rae Hamidovic, MS, PE, CHMM

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

Title: President

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

Date: October 27, 2023

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The agreement is to hire the Consultant for right-of-way acquisition services on six (6) parcels for the replacement of Bridge #308, Rockport Road. The bridge is to be replaced in 2025, with a letting date in November 2024.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Rockport Road, Bridge #308"/>	<input type="text" value="8166"/>	<input type="text" value="\$42,100.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between Monroe County, Indiana Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, LLC ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1902772

Project Description: Right-of-Way Services for the replacement of Monroe County Bridge No. 308, Rockport Road over Branch of Clear 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 I 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 2023. 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 **\$ 42,100.00**.

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

## **SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
  - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
    - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
    - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.



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

**9. Confidentiality of LPA Information.**

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

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

**11. DBE Requirements**

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

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

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

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

**12. Non-Discrimination.**

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

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

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

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

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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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



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

#### IV. Watercraft Liability (When Applicable)

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

#### V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

James B. Longest, President  
8320 Craig Street  
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.

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

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

**35. Termination for Default.**

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

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

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

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

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

**CONSULTANT**

**LOCAL PUBLIC AGENCY**

DocuSigned by:  
James B. Longest  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

Attest:

DocuSigned by:  
Bill Stuart  
Signature

\_\_\_\_\_  
Signature

Bill Stuart, Project Coordinator  
(Print or type name and title)

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

## APPENDIX "A"

### Services to be furnished by CONSULTANT:

1. Right-of-Way Services
  - 1.1 Furnish personnel for right-of-way management, appraisal problem analysis, appraising, review appraising, owner negotiations, negotiation review, title updates and closing as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.
  - 1.2 Prepare transfer documents as needed for the acquisition of right-of-way, easements or right-of-entry for the Project.
  - 1.3 Furnish personnel for the recording of all transfer documents.
- 2.0 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. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
3. 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 360 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies.

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 \$42,100.00, unless a supplement is executed by the parties which increases the maximum amount payable.
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 1 (Right-of-Way 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 Services</b>	
Appraisals	
- Waiver Valuations (4 Parcels)	\$ 725.00 per parcel
- Value Findings (1 Parcel)	\$ 2,055.00 per parcel
- Residential Long Forms (1 Parcel)	\$ 4,815.00 per parcel
Review Appraisals	
- Waiver Valuations (0 Parcels)	\$ 435.00 per parcel
- Value Findings (1 Parcel)	\$1,035.00 per parcel
- Residential Long Forms (1 Parcel)	\$2,280.00 per parcel
Appraisal Problem Analysis (6 Parcels)	\$ 270.00 per parcel
Negotiations (6 Parcels)	\$2,160.00 per parcel
Negotiations Review (6 Parcels)	\$ 360.00 per parcel
Title Updates (6 Parcels)	\$ 185.00 per parcel
Recording (6 Parcels)	\$ 185.00 per parcel
Transfer Documents (6 Parcels)	\$ 185.00 per parcel

R/W Management (6 Parcels)

\$1,310.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately forty two thousand one hundred dollars (\$42,100.00) will be required 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.

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:

Monroe County, Indiana  
5900 W. Foster Curry Drive  
Bloomington, IN 47403

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.

**FEE JUSTIFICATION EXHIBIT  
ESTIMATED FEE PER PARCEL  
RIGHT-OF-WAY SERVICES**

OWNER: Monroe County  
PROJECT: Bridge 308 Fed Aid  
DESCRIPTION: 6 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Waiver Valuations	4	\$728.00	\$2,900.00
Value Findings	1	\$2,055.00	\$2,055.00
Short Forms		\$3,375.00	\$0.00
Short Forms Total Taxes	0	\$3,375.00	\$0.00
Long Forms	1	\$4,815.00	\$4,815.00
Review Appraisals	0		\$3,315.00
Appraisal Problem Analysis	6	\$270.00	\$1,620.00
R/W Management	6	\$1,310.00	\$7,860.00
Negotiations	6	\$2,160.00	\$12,960.00
Negotiations Review	6	\$360.00	\$2,160.00
Transfer Documents	6	\$185.00	\$1,110.00
Misc Fees (partial release fees, contractor quote fees, etc.)		\$1,000.00	\$1,000.00
Recording	6	\$185.00	\$1,110.00
Title Updates	6	\$185.00	\$1,110.00
Relocation	0	\$4,350.00	\$0.00
Relocation Review	0	\$1,205.00	\$0.00
Relocation PPMO	0	\$1,815.00	\$0.00
PPMO Review	0	\$460.00	\$0.00
Early Cost Assessment	0	\$140.00	\$0.00
Total fees			\$42,015.00
USE			\$42,100.00

parcels	review fee	total
0	\$0.00	\$0.00
1	\$1,035.00	\$1,035.00
0	\$1,445.00	\$0.00
0	\$5,550.00	\$0.00
1	\$2,280.00	\$2,280.00
		\$3,315.00