

**NOTICE OF AND AGENDA FOR:**  
**HOWARD COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING**  
**HOWARD COUNTY ADMINISTRATION CENTER**  
**220 NORTH MAIN STREET, ROOM 338 (3RD FLOOR)**  
**MONDAY, AUGUST 21, 2023, AT 4:00 P.M.**

- I. Pledge of Allegiance, Prayer
- II. Special Announcements / Recognitions
- III. Approval of Previous Meeting's Minutes
- IV. Departmental Business & Reports
  - A. *Maintenance Department- Bill Stonestreet*
    - i. Kitchen Drain Repair at Kinsey Youth Center
  - B. *Highway Department- Amber Tolle*
    - i. Bridge 46 Consultant Contract Approval
    - ii. Brine Storage Purchase
- V. New Business
  - A. Hoosier Heartland ISBDC- Jordan Jicha
  - B. Well Protection- Brad Semon
- VI. Claims & Reports
  - A. Salary Claims
  - B. Payroll Expense
  - C. Operating Claims
  - D. Ratify Claims
  - E. Monthly Reports
  - F. Grants
- VII. County Attorney Issues
- VIII. Commissioner Issues
- IX. Public Comments
- X. Adjourn

R. BRAD BRAY, PRESIDENT  
JACK W. DODD, VICE PRESIDENT  
JEFF S. LIPINSKI, MEMBER

**HOWARD COUNTY BOARD OF COMMISSIONERS' MEETING: AUGUST 7, 2023**

The Howard County Board of Commissioners met in Regular Session on Monday, August 7, 2023, at 4:00 p.m. in Hearing Room 338 of the Howard County Administration Center. Those in attendance included President Brad Bray, Vice President Jack Dodd, Member Jeff Lipinski, County Attorney Alan Wilson, and Auditor Jessica Secrease.

The meeting was called to order by Sheriff Jerry Asher and conducted by President Brad Bray. President Bray led the Pledge of Allegiance, and Commissioner Lipinski offered a word of prayer.

**IN THE MATTER OF APPROVAL OF MINUTES:**

The minutes of the July 17, 2023, regular meeting, having been previously submitted and reviewed, were approved as presented on a motion made by Commissioner Dodd, Commissioner Lipinski seconded the motion, and the motion carried.

**IN THE MATTER OF SPECIAL ANNOUNCEMENTS & RECOGNITION:**

***Employee Service Awards***

The Commissioners congratulated the following County employees, and Commissioner Dodd read their Employee Service Awards into the record:

| <b>Employee</b>    | <b>Years of Service</b> |
|--------------------|-------------------------|
| Brandon Needler    | 5                       |
| Bradley McGuire    | 5                       |
| Kristina Sommers   | 10                      |
| Karen Windsor      | 15                      |
| Jody Hamby         | 15                      |
| Christina Thatcher | 20                      |
| Brent Dechert      | 25                      |

**IN THE MATTER OF DEPARTMENTAL BUSINESS & REPORTS:**

**HUMAN RESOURCES DEPARTMENT**

***Howard County Employee Survey Report***

Human Resources Director Kari Rennaker reported the results of the Employee Satisfaction Survey that the Human Resources Office sent to County employees in June 2023. This survey was intended to be a baseline survey to help narrow in on certain topics that needed to be looked into further. A total of 162 employees participated in the survey. Questions involving salaries, PTO, and benefits all ranked low. Employees stated they enjoyed the flexibility of their schedules, their coworkers, and working for the public. Ms. Rennaker stated that she would like to continue sending out surveys to the employees. Commissioner Dodd stated that he would like to look through the survey more before he makes any further statements on it.

**PLAN COMMISSION**

***Rezoning (Case 6-CZ-23)***

Plan Commission Executive Director Greg Sheline submitted Ordinance No. 2023-BCCO-31 for the rezoning of the property located at 2262 S 700 W., Kokomo, Indiana from AG (Agriculture) to RR (Rural Residential). There was a favorable recommendation by the board. There was no remonstrance. With the rezoning request having been heard, Commissioner Lipinski made a motion to approve Ordinance No. 2023-BCCO-31 as presented. Commissioner Dodd seconded the motion, and the motion carried.

***Rezoning (Case 7-CZ-23)***

Plan Commission Executive Director Greg Sheline submitted Ordinance No. 2023-BCCO-32 for the rezoning of the property located at 1225 W 350 S., Kokomo, Indiana from AG (Agriculture) to RR (Rural Residential). There was a

favorable recommendation by the board. There was no remonstrance. With the rezoning request having been heard, Commissioner Dodd made a motion to approve Ordinance No. 2023-BCCO-32 as presented. Commissioner Lipinski seconded the motion, and the motion carried.

***Rezoning (Case 8-CZ-23)***

Plan Commission Executive Director Greg Sheline submitted Ordinance No. 2023-BCCO-33 for the rezoning of the property located at 1723 N 400 W., Kokomo, Indiana from (Rural Residential) to AG (Agriculture). There was a favorable recommendation by the board. There was no remonstrance. With the rezoning request having been heard, Commissioner Lipinski made a motion to approve Ordinance No. 2023-BCCO-33 as presented. Commissioner Dodd seconded the motion, and the motion carried.

***Subdivision (Case 4-CP-23)***

Plan Commission Executive Director Greg Sheline submitted a new subdivision, Pottersville Subdivision, located on a new lot at 2262 S. 700 W., Kokomo, Indiana. There was a favorable recommendation by the board. There was no remonstrance. With the new subdivision request having been heard, Commissioner Lipinski made a motion to approve Merrell Manor Subdivision, located on a new lot at 2262 S. 700 W., Kokomo, Indiana as presented. Commissioner Dodd seconded the motion, and the motion carried.

***Subdivision (Case 5-CP-23)***

Plan Commission Executive Director Greg Sheline submitted a new subdivision, Homestead Subdivision, located on a new lot at 630 S. 1200 E., Kokomo, Indiana. There was a favorable recommendation by the board. There was no remonstrance. With the new subdivision request having been heard, Commissioner Dodd made a motion to approve Homestead Subdivision, located on a new lot at 630 S. 1200 E., Kokomo, Indiana as presented. Commissioner Lipinski seconded the motion, and the motion carried.

***Subdivision (Case 6-CP-23)***

Plan Commission Executive Director Greg Sheline submitted a new subdivision, Davis Divide Subdivision, located on a new lot at 1225 W. 350 N., Kokomo, Indiana. There was a favorable recommendation by the board. There was no remonstrance. Davis Divide has one lot and was approved. With the new subdivision request having been heard, Commissioner Dodd made a motion to approve Davis Divide Subdivision, located on a new lot at 1225 W. 350 N., Kokomo, Indiana as presented. Commissioner Lipinski seconded the motion, and the motion carried.

**HIGHWAY DEPARTMENT**

***Brine Sprayer Slide-in Units***

Highway Superintendent Amber Tolle presented the Commissioners with an invoice from McGavic Outdoor Power Equipment to purchase two brine sprayer units. These would be two tantum slide-ins that are specifically designed for the Highway Department's trucks. The total cost will be \$67,644.00. The brine operations will help make the County much more efficient in their snow removal. The invoice for the brine sprayer slide units was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried

**COMMUNITY CORRECTIONS**

***ATM Placement License MOU***

Brain Day presented an MOU to the Commissioners to place an ATM inside the work release facility. This would help to limit the traffic going in and out of work release. There are vending machines inside work release that the ATM would allow people to have access to. Commissioner Dodd and Lipinski had concern over the \$3.00 charge that the ATM would charge people after using the ATM. Commissioner Dodd suggested contacting a local bank and seeing if they would put an ATM in work release. Mr. Day said they would look into it further.

**IN THE MATTER OF NEW BUSINESS:**

***2023-2024 Malcon Agreement***

Malcon representative Daniel Vaughn presented the Commissioners with the 2023-2024 Malcon Agreement. Mr. Vaughn stated that Malcon works with the Auditor's Office on their cost allocation plan. Malcon has worked with Howard County since 2017 and has brought the County over half a million dollars. Everything Malcon brings in goes

into the County General Fund. The County's incentive fund has to pay for the cost to keep Malcon's services. The Malcon agreement was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried

### **IN THE MATTER OF CLAIMS AND REPORTS:**

Howard County Auditor Jessica Secrease submitted the following claims and reports for the Commissioners' information and approval:

1. **Salary Claims:** The Commissioners' Salary, Hourly, and Overtime Claims for payment on July 28, 2023, in the amount of \$953,758.72 was submitted and approved on a motion made by Commissioner Dodd. Commissioner Lipinski seconded the motion, and the motion carried.
2. **Payroll Expenses:** The Commissioners' Payroll Expenses for payment on July 28, 2023, in the amount of \$953,758.72 was submitted and approved as presented on a motion made by Commissioner Dodd. Commissioner Lipinski seconded the motion, and the motion carried.
3. **Operating Claims:** The Commissioners' Operating Claims to be paid August 7, 2023, in the amount of \$1,528,400.05 was submitted and approved as presented on a motion made by Commissioner Dodd. The motion was seconded by Commissioner Lipinski, and the motion carried.
4. **Monthly Reports:** Auditor Jessica Secrease presented the following reports to be received into the record:
  - a. Weights and Measures Monthly Report for July 2023
  - b. Treasurer's Report for May and June 2023

### **IN THE MATTER OF ATTORNEY ISSUES:**

#### ***Ordinance No. 2023-BCCO-27 – READI Grant Fund***

Attorney Alan Wilson presented Ordinance No. 2023-BCCO-27 – READI Grant Fund. The READI Grant will be used for the broadband project. Ordinance No. 2023-BCCO-27 – READI Grant Fund was submitted and approved as presented on a motion made by Commissioner Dodd. The motion was seconded by Commissioner Lipinski, and the motion carried.

#### ***Resolution No. 2023-BCCR-12 – Amendment Renaming or Renumbering Precincts***

Attorney Alan Wilson presented Resolution No. 2023-BCCR-12 – Amendment to Renaming or Renumbering Precincts. The reason for the amendment is because there are new names and numbers for the precincts. Resolution No. 2023-BCCR-12 – Amendment to Renaming or Renumbering Precincts was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

#### ***Resolution No. 2023-BCCR-11 – Adopting a Policy for Juror Parking***

Attorney Alan Wilson presented Resolution No. 2023-BCCR-11 – Adopting a Policy for Juror Parking. Resolution No. 2023-BCCR-11 – Adopting a Policy for Juror Parking was submitted and approved as presented on a motion made by Commissioner Dodd. The motion was seconded by Commissioner Lipinski, and the motion carried.

#### ***Resolution No. 2023-BCCR-13 – Adopting Conflict of Interest Policy***

Attorney Alan Wilson presented Resolution No. 2023-BCCR-13 – Adopting Conflict of Interest Policy. The State Board of Accounts requires the County to have a conflict of interest policy in place. Resolution No. 2023-BCCR-13 – Adopting a Conflict of Interest Policy was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

#### ***Solar Company Settlement Agreement***

Attorney Alan Wilson presented a Settlement Agreement between the Howard County Zoning Appeals and Emerald Green Solar. Emerald Green Solar was denied a special exception by Howard County Zoning Appeals last year. The solar company requested judicial review of the denial decision. The Solar company then waited six months to reapply and was granted the special exception. The County has reached a settlement agreement with the solar company to

dismiss the first piece of litigation. The BZA also approved the settlement agreement at their last meeting. The ratifying of Commissioner President Bray's signature on the settlement agreement was approved on a motion made by Commissioner Dodd. The motion was seconded by Commissioner Lipinski, and the motion carried.

**IN THE MATTER OF COMMISSIONER ISSUES:**

Commissioner Lipinski stated that he met with Berry-It and stated that the broadband project should be completed in September. They could also be working on additional projects for the County in the future.

**PUBLIC COMMENTS:**

*Resident Brad Semon of 10954 E. 100 S., Greentown, Indiana:* Mr. Semon stated that he wants the solar land to be rezoned from agriculture to commercial use. He also stated that the Commissioners are worried about people at work release spending a \$3 fee at the ATM, but they are not worried about him having to pay \$500 to \$1,000 to get his well tested. He asked the Commissioners again to amend the ordinance to protect his well of contamination and to protect his property values. Mr. Semon is afraid that no one will want to purchase his home if his house is surrounded by solar panels.

*There being no further business to come before the Board of Commissioners at this time the meeting was adjourned at 4:31 p.m. on a motion made by Commissioner Dodd.  
The motion was seconded by Commissioner Lipinski, and the motion carried.*

**HOWARD COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
R. BRAD BRAY, PRESIDENT

\_\_\_\_\_  
JACK W. DODD, VICE PRESIDENT

\_\_\_\_\_  
JEFF S. LIPINSKI, MEMBER

**ATTEST:**

\_\_\_\_\_  
JESSICA SECREASE, AUDITOR

Howard County Commissioners' Meeting: August 7, 2023



**QUALITY PLUMBING & HEATING INC.**

765.450.4008  
PLG. LIC. #C08101882  
3515 N Reed Rd  
Kokomo, IN 46901

**Quote Number**  
TB2307-003

**Quote Date**  
07/13/2023

**Salesperson**  
Travis Barker

**Bill To:** **Site** **Quote Contact**

Kinsey Youth Center  
701 S Berkley Rd  
Kokomo, IN 46902

Patrick Williamson  
Phone: (765) 457-4108  
Cell:

patrick.williamson@howardcountyin.gov

**Scope of Work**

**Kinsey Youth Center - Kitchen Drains**

- Plastic on Wall's & Equipment.
- Owner to remove tile prior to concrete cutting.
- Concrete scanning for electrical in concrete.
- Saw cut concrete floor.
- Demo and removal of concrete.
- Excavation for new plumbing.
- Furnish & install (qty-2) new floor sinks & (qty-1) new cleanout.
- New cast iron underground piping.
- Tie new drains into existing cleanout riser.
- Pour concrete back to 1/2" below existing tile.
- Reset existing equipment.
- Clean-up of own work.

**Exclusion:**

- After hours or overtime
- Tile floor removal & repair

**Exclusions:**

Any item not specifically noted above. Final grading, removal of spoils, landscaping, grass seed. controls, electrical, sheet metal, carpentry, drywall, painting, masonry, finishes, roofing. Other work or repair to existing equipment.

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

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

Subtotal: 15,341.00  
No Tax - Tax Exempt 0.00

**Pricing valid for (10) days. Payment terms are Net 15.**

**Quoted Total: 15,341.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance. Our workers are fully covered by Workers Compensation Insurance. In the event of litigation on this contract, the owner will be required to pay all attorneys fees. Clerical errors on this proposal may be cause for withdrawal of proposal by Quality Plumbing Heating. Copying or redistribution of this proposal or it's attachments, without written consent from QPH, may be grounds for the charging of estimating and engineering fees to the party this proposal was submitted to.

**LPA - CONSULTING CONTRACT**

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 2023 (“Effective Date”) by and between Howard County, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and USI Consultants, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana].

Des. No.: 2300006

Project Description: Howard County Bridge Number 46 on County Road 550 North over South Fork Deer Creek near Cassville, IN in the Greenfield District - PE

**RECITALS**

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

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

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

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

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

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

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

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

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2030. 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 **\$ 487,650.00.**

**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~~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:

Howard County Highway Dept.  
Amber Tolle, PE, Highway Superintendent  
625 S. Berkley Road  
Kokomo, IN 46901  
765-456-2802  
Amber.Tolle@howardcountyin.gov

Notices to the CONSULTANT shall be sent to:

USI Consultants, Inc.  
8415 East 56<sup>th</sup> Street  
Indianapolis, IN 46216  
317-544-4996  
accounting@usiconsultants.com

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**

\_\_\_\_\_  
Signature

Philip D. Beer II, President  
(Print or type name and title)

Attest:

\_\_\_\_\_  
Signature

Paul Aikins, Vice President  
(Print or type name and title)

\_\_\_\_\_  
Signature

Jack Dodd  
(Print or type name and title)

\_\_\_\_\_  
Signature

Brad Bray  
(Print or type name and title)

\_\_\_\_\_  
Signature

Jeff Lipinski  
(Print or type name and title)

**APPENDIX "A"**

**SERVICES TO BE FURNISHED BY CONSULTANT:**

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

The CONSULTANT shall be responsible for performing the following activities:

**General Project Scope**

The general project scope includes the survey, design, permitting, and real estate engineering for the replacement of the Howard County Bridge 46, which carries County Road 550 North over South Fork Deerk Creek in Howard County, Indiana.

The CONSULTANT shall be responsible for performing the following activities:

- TASK 1. Topographic Survey Data Collection
- TASK 2. Bridge Design and Plan Development
- TASK 3. Public Involvement
- TASK 4. Utility & Railroad Coordination
- TASK 5. Subsurface Utility Engineering
- TASK 6. Geotechnical Services
- TASK 7. Environmental Services
- TASK 8. Environmental Permitting
- TASK 9. Special Investigations
- TASK 10. Right of Way Plan Development
- TASK 11. Right of Way Services
- TASK 12. Construction Phase Services
- TASK 13. Excluded Professional Services



**TASK 1. TOPOGRAPHIC SURVEY DATA COLLECTION**

When directed, the CONSULTANT shall survey the project location; and prepare and record a location control route survey plat. The CONSULTANT shall obtain deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and commissioners records for all properties within the project limits. The CONSULTANT's survey shall be in accordance with the following, listed in order of precedence, and incorporated by reference:

- A. Title 865 IAC 1-12 et sequential
- B. I.C. 25-21.5
- C. 865 I.A.C. 1-12
- D. INDOT Design Manual

Deliverables: If requested, the CONSULTANT shall provide the LPA with all pertinent survey information relative to the project, including survey book.

**TASK 2. BRIDGE DESIGN AND PLAN DEVELOPMENT**

The CONSULTANT shall prepare preliminary plans, an economic analysis with proposed economic alternatives and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the Indiana Manual on Uniform Traffic control Devices (IMUTCD), Standard Specifications, Standard Drawings, Recurring Special Provisions and Plan Details, Special Provision Technical Advisories, Design Memorandums and the Indiana Design Manual (IDM). Such preliminary plans and economic analyses shall be developed to the point required to fulfill the requirements for a Preliminary Field Check (PFC).

The CONSULTANT shall prepare Design Exceptions as described in the IDM when reduced project elements are appropriate. Design Exceptions shall be supported by Performance Based Practical Design (PBPD) documentation when requested.

Following approval of the PFC and approval of the Environmental Document, the CONSULTANT shall develop the Stage 3 design including contract plans, special provisions for the specifications and updated cost estimates for the construction of the project. The CONSULTANT shall prepare Unique Special Provisions as described in IDM Chapter 14 & 19. The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall arrange and attend such conferences with officials of INDOT and other interested agencies, as required. The CONSULTANT shall prepare presentation materials for meetings and shall prepare and distribute minutes. Meetings shall include, but shall not be limited to:

- A. Field Checks – The CONSULTANT shall arrange and attend the preliminary field check and final field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.
- B. INDOT Quarterly Report Meetings – The CONSULTANT shall attend quarterly report meetings with the client and INDOT 4 times a year to update the client and INDOT on the project progress and schedule.

The CONSULTANT shall prepare and submit pavement design requests to LPA and/or INDOT with necessary supporting information. Once approved by LPA it will be incorporated in the plans.

For Final Tracings submittal CONSULTANT shall address Stage 3 comments and resubmit plans and all supporting documents to appropriate INDOT District. The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and identify necessary corrections to the Contract Administration Division.

**Deliverables:** The CONSULTANT shall submit deliverables to LPA and or INDOT in accordance with the Indiana Design Manual and Appendix C - Schedule.

The Maintenance of Traffic assumes that traffic is detoured. The design of phasing traffic during construction is not included in this agreement. If it is requested or becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

Professional design services by the CONSULTANT for the design of steel I-beams are not included in this agreement. If the use of steel I-beams become necessary or requested by the LOCAL PUBLIC AGENCY, the fees for designing them shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

### **TASK 3. PUBLIC INVOLVEMENT**

If required or requested, the CONSULTANT shall offer one public information meeting; offer the opportunity for a public hearing; or schedule, advertise, including mail notices to adjacent property owners, install roadside signs, publish notices in the local paper, develop display materials, conduct one Public Hearing, record the hearing, and prepare a written report addressing issues that arise in the public hearing. The CONTRACTOR shall meet the requirements necessary to obtain hearing certification from INDOT before completing the Stage Three Plans, if required.

If a hearing is not requested or required, the CONSULTANT perform the necessary tasks per the Indiana Design Manual needed to obtain the public involvement certification.

### **TASK 4. UTILITY AND RAILROAD COORDINATION SERVICES**

#### Utility Coordination

The CONSULTANT shall perform utility coordination in accordance with the following:

- A. Utility coordination activities, as presented during Utility Coordinator Certification Training
- B. 105 IAC 13 Utility Facility Relocations on Construction Contracts
- C. Indiana Design Manual (IDM) Chapter 104 Utility Coordination INDOT Accommodation Policy
- D. FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects

The CONSULTANT shall coordinate, review, and approve the utility relocation work plan; sign the utility coordination certificate, if applicable; and develop the utility special provision in accordance with the IDM.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The CONSULTANT shall design the project to potentially avoid the

relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

#### Railroad Coordination

The CONSULTANT shall perform railroad coordination in accordance with the following:

- A. Railroad coordination activities, as presented during the Railroad Coordinator Certification Training
- B. Indiana Design Manual (IDM) Chapter 105 Railroad Coordination

The CONSULTANT shall have an INDOT certified Railroad Coordinator as part of the project team who perform the following Railroad Coordination tasks covered in IDM Chapter 105.

Railroad Coordination: A **railroad is not anticipated** to be impacted by this project. The CONSULTANT shall prepare and submit a simple railroad coordination certification. If a railroad is impacted and significant railroad coordination is required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

**Reimbursable utility agreements** are not anticipated and excluded from the scope of work for this project. If a reimbursable agreement is required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

#### **TASK 5. SUBSURFACE UTILITY ENGINEERING SERVICES (SUE)**

The CONSULTANT shall perform the required services in two phases. The first phase consists of the CONSULTANT's designating services. For the purposes of this contract, "designate" means to indicate, by marking, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques. This phase is defined as Quality Level B (QL-B). The second phase consists of subsurface utility location (test hole) services. For the purposes of this contract, "locate" means to obtain the accurate horizontal and vertical position of subsurface utilities by excavating a test hole. This phase is defined as Quality Level A (QL-A). The CONSULTANT shall provide these services as identified in the fee schedule listed in Appendix D and as requested in writing by LPA to aid in the design of the project, rights-of-way or construction plans for the project.

This work does not include robotic camera services. If LOCAL PUBLIC AGENCY determines robotic camera services are required, fees shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

#### **TASK 6. GEOTECHNICAL SERVICES**

The CONSULTANT shall perform Geotechnical Services as defined in the scope of work and any addenda to that report when directed. The work shall be performed in accordance with the requirements set out in the most current Indiana Geotechnical Design Manual.

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the "Instruction for Entering upon Private Property" as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference. The CONSULTANT shall obtain a permit from the LPA for maintenance of traffic before drilling operations can proceed.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than the end of each workweek.

After the report is accepted, and the design has been completed, the CONSULTANT shall review and sign the Foundation Review form, Final Check Prints form to verify the compliance with the geotechnical recommendations.

### Asbestos

The CONSULTANT shall test parts of the bridge for asbestos in accordance with the Indiana Design Manual including all issued memoranda and guidelines.

The scope the geotechnical investigation assumes that the proposed bridge will be **one span** and two soil borings will be required. If additional soil borings become necessary or is requested by the LOCAL PUBLIC AGENCY, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

## **TASK 7. ENVIRONMENTAL SERVICES**

### Waters of the US Report

The CONSULTANT shall prepare a Wetland Determination/Delineation and Waters of the U.S. Determination. A field reconnaissance shall be conducted during the growing season, which is typically April 15 through October 15, by a wetland scientist in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987 and the August 2010 Midwest Regional Supplement manual (Version 2.0). A delineation of identified wetland areas shall also be conducted. Identified waterways shall be surveyed to determine if they meet the definition of Waters of the U.S. If necessary, the CONSULTANT shall submit the report to the USACE for approval and determination.

### Environmental Document Preparation

The CONSULTANT shall prepare Environmental Documents to obtain approval from the INDOT and FHWA. The Environmental Documents shall be prepared in accordance with the Categorical Exclusion per the guidelines of the National List of Categorical Exclusions.

Approval of a Statewide Categorical Exclusion occurs after the INDOT Environmental Assessment Section finds the CE/EA Form acceptable. For FHWA Categorical Exclusions, an additional review step is required resulting in an FHWA signature of approval. Specifically, the CONSULTANT shall prepare the activities marked with an "x" in the box below:

- |                                                                                                |                                                              |                                             |                               |                               |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------|-------------------------------|-------------------------------|
| <input type="checkbox"/> PCE                                                                   | <input type="checkbox"/> CE-1                                | <input checked="" type="checkbox"/> CE-2    | <input type="checkbox"/> CE-3 | <input type="checkbox"/> CE-4 |
| <input type="checkbox"/> SEPA State Exemption Memo                                             | <input type="checkbox"/> SEPA EA                             |                                             |                               |                               |
| <input checked="" type="checkbox"/> Initial Project Assessment/Red Flag Investigation          |                                                              |                                             |                               |                               |
| <input type="checkbox"/> Environmental Assessment (Phase I)                                    | <input type="checkbox"/> Environmental Assessment (Phase II) |                                             |                               |                               |
| <input type="checkbox"/> Section 106 (MPPA-A)                                                  | <input checked="" type="checkbox"/> Section 106 (MPPA-B)     | <input type="checkbox"/> Section 106 (Full) |                               |                               |
| <input checked="" type="checkbox"/> Archaeological Field Reconnaissance (Phase 1a, No Finding) |                                                              |                                             |                               |                               |

- Section 4(f)/6(f)(no findings)     Section 4(f)/6(f)(De Minimis finding)  
 Section 7 (no findings)             Section 4(f)/6(f) (with Adverse Affect)  
 Section 7 (De Minimis finding)     Section 7 (with Adverse Affect)  
 Noise Analysis

If the CONSULTANT is required to provide an environmental service not selected, not marked by an “x”, in the list above, such as, but not limited to: memorandum of understandings; in the event endangered species are encountered, Section 7 Investigation that doesn’t fall under the Species-Specific Programmatic Agreement; environmental justice; noise studies; and air studies, the work to provide such additional services shall be considered a change in the scope of work. If additional environmental services, outside the scope listed above, not being provided becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

**CE LEVEL:** The scope included in this agreement assumes that the project will not have an adverse impact and that the project will qualify for a Categorical Exclusion Level 2 (CE-2) or lower. If the project CE level changes, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The environmental services required to develop this project shall be in accordance with the “Procedural Manual for Preparing Environmental Statements” dated December 2008 and revisions thereto. A copy of this document is on file with the Indiana Department of Transportation, is incorporated by reference, and is made a part hereof.

The scope included in this agreement assumes that the project will not require a Cemetery Development Plan (CDP). If a CDP becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The Archaeological Field Reconnaissance assumes that no archaeological sites or no human burials or remains are encountered. If a site is found or additional investigations is required (i.e. Additional Phase Ia), fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

**Deliverables:** The environmental document and/or other studies will be transmitted to INDOT electronically for review/approval. The CONSULTANT shall provide copies of all hard-copy and electronic correspondence related to the project if specifically requested to do so by INDOT. Otherwise, the CONSULTANT shall maintain a full record of such correspondence for subsequent review by INDOT at their discretion.

#### **TASK 8. ENVIRONMENTAL PERMITTING**

The CONSULTANT shall assist the LPA in securing the necessary environmental permits for the project by developing permit-compliant drawings, drafting the permit applications, and coordinating, applying for, and tracking the status of the permits until they are received. The CONSULTANT shall assist the LOCAL PUBLIC AGENCY in securing the environmental permits marked with an “x” in the box below:

- Indiana Department of Environmental Management (IDEM) Section 401 Individual Permit  
 Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Regional General Permit.

- Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit with Replacement-in-Kind Worksheet, excluding hydraulic analysis and modeling
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit including hydraulic analysis and modeling
- IDEM Construction Stormwater General Permit (Formally Rule 5)
- County Regulated Drainage Permit
- Federal Aviation Administration Permit
- Other (i.e. US Coast Guard Permit, IDEM Section 10, etc.): \_\_\_\_\_
- Coordination for the Acquisition of mitigation credits

The CONSULTANT shall track the status of permits and permit expiration dates to determine if valid permits will be available for the current project construction schedule.

If the CONSULTANT is requested or required to assist the LOCAL PUBLIC AGENCY in securing a permit not selected above, the work to provide such assistance shall be considered a change in the scope of the work. If additional permitting, outside the scope listed above, is required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Environmental **mitigation** design, implementation, or acquisition of mitigation credits are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Neither Federal Emergency Management Agency's (FEMA) Letter of Map Revision (LOMR) nor Conditional Letter of Map Revision (CLOMR) are included in the scope of this agreement. If one of them becomes necessary to obtain, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

#### **TASK 9. SPECIAL INVESTIGATIONS**

During the design and plan development, certain special investigations, such as, but not limited to septic exploration, endangered species study, bat study, Subsurface Utility Engineering (SUE), etc. may become necessary. If something is discovered and is outside the scope of services and become(s) necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

#### **TASK 10. RIGHT-OF-WAY PLAN DEVELOPMENT**

##### Right of Way Verification

The CONSULTANT shall research the project area for existing right of way and integrate any evidence of existing right of way into the project plans. If it is determined that the existing right of way is sufficient to construct the project, and additional right of way is not necessary, then the CONSULTANT shall coordinate with the LPA and INDOT Real Estate to obtain a right-of-way certification letter.

##### Right of Way Engineering and Title Research

The following Right-of-Way Engineering will be provided to secure the permanent and temporary right-of-way needed for this project:

1. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting).
2. Preliminary abstracting shall include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner.
3. Prepare final Right-of-Way Plans consistent with the requirements of Chapter One Hundred Nine of the Indiana Design Manual.
  - a. Parcel boundaries in the project area.
  - b. Names of owners in the parcels shown.
  - c. Project center lines and S-lines.
  - d. Existing and proposed right-of-way lines.
  - e. Land section lines.
  - f. Prepare Parcel Listing Summary Sheet showing: Parcel numbers, property owners, total area of property and type of taking.
4. Provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a Registered Land Surveyor in Indiana.
5. Provide individual plats for each parcel. Each plat shall include the following:
  - a. Legal descriptions.
  - b. Total area before taking.
  - c. Existing Right-of-Way.
  - d. Area of taking.
  - e. Areas of residue.
  - f. Existing Right-of-Way to be reacquired.
  - g. Sketch of the parcel, drawn to scale, with the above data indicated thereon.
  - h. Also, complete Parcel Listing Summary Sheet included in Right-of-Way Plans showing items (d) and (e).
6. Provide Legal Instruments required for Transfer of Title and Recording. The preliminary abstracting/title search prepared initially shall be updated immediately prior to sending out offers to purchase right of way.
7. Provide information obtained above for each parcel to be utilized by appraisers, negotiators and attorneys to provide the required right-of-way services.

A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.

The CONSULTANT shall be available for assistance in interpretation of the Right-of-Way documents.

#### Right of Way Staking

The CONSULTANT shall provide wooden lathes that identify the new right-of-way line for the project. The CONSULTANT shall stake the entire project one time, on the same visit, and at the same time for appraisal/acquisition purposes.

If additional parcels become necessary to acquire, above and beyond the number listed in the fee

schedule in Appendix D, and/or additional right-of-way staking becomes necessary, additional fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

#### **TASK 11. RIGHT-OF-WAY SERVICES**

The CONSULTANT shall provide the following services:

##### **A. Early Assessment of the Real Estate Cost Estimate**

The CONSULTANT shall provide an Early Assessment of the Real Estate Cost Estimate only if requested to do so by INDOT. If requested, the Early Assessment of the Real Estate Cost Estimate includes all processes, procedures and observations to complete a Real Estate Cost Estimate assignment, including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes, but is not limited to, the research, analysis and reporting of the real estate costs, including land costs, land improvement costs, temporary right-of-way costs, damages, special benefits, cost to cures and improvements acquired, and a breakdown of the Valuation Services report types. The Real Estate Cost Estimate will include the costs of relocation and condemnation. The Real Estate Cost Estimate will be based upon the market data in the project location. Copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The CONSULTANT will be responsible for completing all data entry into INDOT's Land Records System ("LRS") associated with the Real Estate Cost Estimate assignment. The CONSULTANT shall not be entitled for any payment of the Early Assessment of the Real Estate Cost Estimate, unless this is provided to INDOT prior to completion of the Valuation Services.

##### **B. Valuation Services**

The CONSULTANT will provide valuation services for waiver valuations and appraisals (both, "Valuation Reports") in accordance with the RED Manual. All parcels will require the preparation of an Appraisal Problem Analysis ("APA") prior to the preparation of the Valuation Reports, and after the completion of the Valuation Reports, each of the Valuation Reports shall undergo an appraisal review process, or in the case of waiver valuations, an approval process by a Review Appraiser (both, the "Appraisal Review"). The CONSULTANT will undertake all correspondence, complete all forms, and retain copies of all documentation that is needed to demonstrate that the valuation process was completed in accordance with the RED Manual, state law, and federal law.

All APAs require INDOT's approval prior to the assignment of a Valuation Services provider. After completion of the Valuation Reports, to obtain INDOT's approval of the Valuation Reports and the just compensation to be paid to property owner(s), the CONSULTANT shall furnish to INDOT on regular paper signed copies of: the Valuation Reports; the APA and Appraisal Review, where applicable; the "Statement of the Basis for Just Compensation" in the form prescribed by INDOT; and any other documents requested relating to the valuation process (together, the "Valuation Documents"). In addition, an electronic copy of the signed Valuation Documents shall be provided in portable document format (PDF). If the PDFs are too large to email to INDOT, the CONSULTANT shall at its own cost provide the PDFs through a secure file sharing service.

Valuation Reports and Appraisal Reviews will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in the "Appraising Procedures" section of the RED Manual or conferences between the parties. INDOT may reject any Valuation Report or Appraisal Review that



fails to comply with the Uniform Standards of Professional Appraisal Practice, the RED Manual, state law, or federal law. Requested revisions to Valuation Documents will be completed in a timely manner. The CONSULTANT shall treat all Valuation Reports and Appraisal Reviews as confidential, except where exceptions apply as detailed in the RED Manual, and the CONSULTANT will ensure that green paper is used for any copies of Valuation Reports and Appraisal Reviews provided to a property owner.

The CONSULTANT shall be responsible for prompt input of all required parcel data and related project information into LRS. The CONSULTANT agrees to update Valuation Documents at the request of INDOT, and if necessary, will arrange for its appraisers to testify on behalf of INDOT on any parcels should he/she be required to do so by INDOT.

If additional parcels become necessary to acquire, above and beyond the number listed in the fee schedule in Appendix D, and/or additional right-of-way staking becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Right of way negotiations and other additional right of way services (i.e. relocation, condemnation, etc) are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

#### **TASK 12. CONSTRUCTION PHASE SERVICES**

Following the award of the construction contract, the CONSULTANT shall be responsible for attending the pre-construction meeting, if requested. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours, which is from 8 am to 5 pm, to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by INDOT to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than INDOT's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(08). If applicable, this includes - Mechanically Stabilized Earth (MSE) retaining walls, Sound Barrier Systems and Precast Concrete 3-Sided Structures and Box Culverts.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with LPA approval.

If requested by the LPA, the CONSULTANT shall have the CONSULTANT's project design engineer attend and participate in partnering (1) a workshop with employees of INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

#### Utility Coordination Services During Construction:

All utility coordination services are under the direction of the LPA or an INDOT Oversight Agent who coordinates with the Project Manager.

The CONSULTANT shall act as a liaison between utility companies and the LPA, answering questions, and interpreting plans.

The CONSULTANT shall be available during the construction phase of the project and be proactive in facilitating that the utility facility relocations are occurring in accordance with the utility's work plan.

The CONSULTANT shall issue a letter giving the utility notice to proceed with construction activities.

The CONSULTANT shall attend construction progress meetings held by the project engineer as necessary.

The CONSULTANT will prepare a bi-weekly status report indicating the details of utility relocation work and submit these reports to the Oversight Agent, Project Manager and Project Engineer.

The CONSULTANT shall prepare permit addendums for directed changes to utility relocation work plans including cost increases prior to the work being performed.

The CONSULTANT shall send to each utility with relocation work, a letter acknowledging completion of their work, not later than two weeks after the utility relocation work is complete.

The CONSULTANT shall send to each reimbursable utility, a letter requesting a cumulative invoice summary in 90 days, not later than two weeks after the utility relocation work is complete.

**TASK 13. EXCLUDED PROFESSIONAL SERVICES**

The professional services listed below and marked with an "x" are excluded from this agreement:

- Topographic or Route Survey
- Hydraulic Analysis
- Utility Coordination
- Railroad Coordination
- Environmental Permitting
- Environmental Documentation Preparation (i.e. SEPA, CE-1, etc.)
- Public Involvement
- Geotechnical Investigation
- Lead Based Paint Testing (structure built prior to 1978, assumption is lead based paint)
- Pavement Design
- Asbestos Investigation
- Right-of-Way Engineering
- Right-of-Way Services
- Bid Documents, except special provisions, and Bid Assistance
- Construction Phases Services
- Construction Inspection

**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

**(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)**

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis
14. Geotechnical investigation, if applicable

**APPENDIX "C"**

**SCHEDULE:**

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

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

- Stage 1 ..... 09/31/2024
- Stage 3 ..... 10/31/2027
- Anticipated Letting Date ..... 07/12/2028

**APPENDIX "D"****Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed **\$ 487,650.00** unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

|                                                                     |                      |          |
|---------------------------------------------------------------------|----------------------|----------|
| 1. Topographic Survey.....                                          | \$ 37,300.00         |          |
| 2. Design and Plan Development .....                                | \$ 202,900.00        |          |
| 3. Public Involvement.....                                          | \$ 14,900.00         | NTE      |
| 4. Utility Coordination.....                                        | \$ 16,800.00         |          |
| 5. Subsurface Utility Engineering (Mason) .....                     | \$ 7,500.00          |          |
| 6. Geotechnical Services (Geosolutions) .....                       | \$ 25,300.00         | Unit NTE |
| 7. Environmental Document Preparation (CE-2) .....                  | \$ 25,400.00         |          |
| 8. Environmental Document Components (Metric) including.....        | \$ 13,500.00         |          |
| • Phase 1a Archaeological Survey                                    |                      |          |
| • Section 106 (MPPA Cat. B)                                         |                      |          |
| 9. Waters of the US Report.....                                     | \$ 7,700.00          |          |
| 10. Environmental Permitting including.....                         | \$ 18,700.00         |          |
| • IDEM Section 401/ACOE 404 RGP                                     |                      |          |
| • IDNR Floodway Permit (with Hydraulic Modeling)                    |                      |          |
| • FAA                                                               |                      |          |
| 11. IDEM CSGP (formerly a Rule 5) .....                             | \$ 6,300.00          |          |
| 12. Special Investigations .....                                    | \$ 50,000.00         | NTE      |
| 13. Right of Way Plan Development (4 parcels) .....                 | \$ 15,500.00         |          |
| 14. Title and Encumbrance Reports (Sub) (4 parcels @ \$450/ea.).... | \$ 1,800.00          | Unit     |
| 15. Right of Way Staking (1 site visit) .....                       | \$ 5,100.00          |          |
| 16. Appraisal Problem Analysis (Sub)(4 @ INDOT Rate*).....          | \$ 1,250.00          | Unit NTE |
| 17. Appraisals (Sub)(4 @ INDOT Rate*) .....                         | \$ 8,500.00          | Unit NTE |
| 18. Review Appraisals (Sub)(4 @ INDOT Rate*) .....                  | \$ 4,200.00          | Unit NTE |
| 19. Construction Phase Services .....                               | \$ 25,000.00         | NTE      |
| <b>TOTAL NOT-TO-EXCEED.....</b>                                     | <b>\$ 487,650.00</b> |          |

\* The final per parcel fee shall be based on the Report Type and the Allowable Per Parcel Fee per the current INDOT Real Estate Services Fee Schedule, <https://secure.in.gov/indot/2699.htm> as of the date the work was complete. The effective date shall be based on the date the parcel work was completed.



The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to three years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT.

Hourly Not-to-Exceed (Hourly NTE)

The CONSULTANT will be paid the following negotiated labor rate multiplier basis for services with hourly NTE fees:

| <b>Classification</b>                         | <b>Billing Rates</b> |
|-----------------------------------------------|----------------------|
| CADD Technician                               | \$88.34              |
| Clerical                                      | \$119.26             |
| Construction Project Manager I                | \$111.16             |
| Construction Project Manager II               | \$137.81             |
| Construction Project Manager III              | \$161.67             |
| Construction Project Manager IV               | \$177.92             |
| Construction Project Manager V - Dept Manager | \$218.03             |
| Designer/Detailer I                           | \$181.54             |
| Designer/Detailer II                          | \$204.42             |
| Drone Operator I                              | \$106.89             |
| Engineer Intern                               | \$134.63             |
| Engineer I - Project Engineer/Non-PE PM       | \$142.30             |
| Engineer II - Project Manager                 | \$174.47             |
| Engineer III - Senior Project Engineer        | \$199.36             |
| Engineer IV - Senior Project Manager          | \$208.27             |
| Engineer V - Department Manager               | \$251.77             |
| Engineer VI - Principal Engineer*             | \$280.04             |
| Environmental Specialist I                    | \$108.94             |
| Environmental Specialist II                   | \$137.81             |
| Environmental Specialist III                  | \$167.85             |
| Intern                                        | \$70.67              |
| Project Coordinator                           | \$149.59             |
| Right of Way I - ROW Technician               | \$96.29              |
| Right of Way II - Agent                       | \$129.86             |
| Right of Way III - ROW Engineer               | \$178.45             |
| Surveyor I - Survey Technician I              | \$75.05              |
| Surveyor II - Survey Technician II            | \$93.02              |
| Surveyor III - Party Chief I                  | \$107.66             |



|                                           |          |
|-------------------------------------------|----------|
| Surveyor IV - Party Chief II              | \$149.00 |
| Surveyor V - Project Surveyor             | \$164.67 |
| Surveyor VI - Construction Survey Manager | \$201.42 |
| Surveyor VII - Design Survey Manager      | \$249.83 |
| Urban Planner                             | \$104.24 |
| Utility Coordinator I                     | \$81.27  |
| Utility Coordinator II                    | \$164.32 |

The base period hourly billing rate schedule shown above shall be in effect until June 30, 2024. Applicable rates following the base period shall be adjusted annually effective July 1st of each subsequent calendar year. The adjustment will be the 12-month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index. Negative percentages of change will result in decreases in the rates. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana. Employment Cost Index is defined as the "Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services", as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 =100. The CONSULTANT will be reimbursed for direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, approved sub-consultant fees, contract or temporary staffing, etc.) as approved by INDOT. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

Overtime premium wages will only be paid for those employees allowed to receive overtime premium according to the CONSULTANT's standard policy. Neither overhead additive nor profit will be applied to the overtime premium portion of direct salary and wages.

The CONSULTANT will be paid for the preparation and flight time of the Unmanned Aircraft System (UAS) Construction Surveillance at a rate of **\$275.00 per hour**. The CONSULTANT will be paid for the drone operator's time at the negotiated hourly billing rates per classification. The classification rates are based on the calendar year for the actual hours of work performed.

The CONSULTANT will be reimbursed for direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, approved sub-consultant fees, contract or temporary staffing, etc.) as approved by INDOT.

Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement. The CONSULTANT will be reimbursed for mileage expenses, at the maximum allowable rate per the current Indiana Department of Administration Travel Policy. Mileage will be calculated from the CONSULTANT'S local office to the project site or the employee's home to the project site.



For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

**Method of Payment**

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, 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, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and county claim voucher as described above.

Invoices shall be submitted to:

Attn: Amber Tolle, PE, Highway Superintendent

LPA Contact Name

Amber.Tolle@howardcountyin.gov

Email

In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6 (changes in work) of the General Provisions, set out in this Agreement.



# McGavic Outdoor Power Equipment, Inc.

2280 Westfield Rd. - Noblesville, IN 46062 - (317) 774-5888

Customer Order: Tank Quote      Date: 08/30/2023      3:47 PM

Equipment Invoice    **N 232700**

Customer: Howard County Highway  
625 S Berkley Rd  
Kokomo, IN 46901

765 456-2802

Sold By: NMS      Payment Type: Cash

---

--- Equipment -----

|                        |     |                                             |          |
|------------------------|-----|---------------------------------------------|----------|
| MIS D1006600N45        | New | 10.000 Gallon LHDPE Vertical " Double-Wall" | 69499.00 |
| END DESTINATION-ENDNew |     | Destination Freight Charge - Enduraplas     | 4205.00  |

--- Notes -----

10.000 Gallon LHDPE Vertical "  
Double-Wall" Captor Containment Storage  
Tank w/18" Top Manway  
SG-1.9 Primary Tank  
SG-1.5 Containment Tank  
142"dia x 226"ht

Installed Transition for 2" Bolted  
Fitting-EPDM Gasket

2" PVC Double Flanged Fitting w/316  
Encapsulated Bolts & EPDM Gaskets

2" Sch 80 PVC External Downfill Assembly w/  
Valve and Elbow

2" Sch 80 PVC Bulkhead Fitting w/EPDM  
Gasket

2" Sch 80 PVC Bulkhead Fitting w/EPDM  
Gasket

---

Thank You For Your Business.

Terms: Net 10th  
A 1.5% per month late charge will  
be assessed on past due accounts.

|            |           |
|------------|-----------|
| Discount:  | 0.00      |
| Sub-Total: | 73,704.00 |
| Trade-In:  | 0.00      |
| Tax:       | 0.00      |
| Total:     | 73,704.00 |



**Quoted to:** Howard County Highway Dept  
Bart Oyler

**Quoted by:** Nathan Culver  
**Date:** August 16, 2023

**Quote Description:**

| Qty                         | Part Number | Description                                               | Unit Price   | Total Cost          |
|-----------------------------|-------------|-----------------------------------------------------------|--------------|---------------------|
| 1                           | 106600N     | 10,000 Double Wall                                        | \$ 48,075.00 | \$ 48,075.00        |
| 1                           | 999         | Freight                                                   | \$ 3,975.00  | \$ 3,975.00         |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             | **Lead Time for this tank is 12-13 Weeks from order date. | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
|                             |             |                                                           | \$ -         | \$ -                |
| <b>Total Equipment Cost</b> |             |                                                           |              | <b>\$ 52,050.00</b> |
| Installation                |             |                                                           |              |                     |
| <b>Total Equipment Cost</b> |             |                                                           |              | <b>\$ 52,050.00</b> |

**Notes:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)

Amber Tolle  
Howard County Highway  
625 S. Berkley Road  
Kokomo, IN 46901


August 9, 2023

Amber,

Regarding your quote request for a 10,000 gallon brine storage tank, WA Jones Truck Equipment respectfully submits a "No Bid" at this time. Thank you for considering us for this equipment but we currently do not have a vendor for this specific equipment. Please keep us in mind for possible future equipment purchases.

Please feel free to contact me at 317-371-8802 if you have any questions or need further information.

Sincerely,

  
Lyndon Callahan  
Municipal Specialist

1171 South Williams Dr.  
Columbia City, IN 46725  
Phone: 260-244-7661

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)



## COMMISSIONERS' SALARY CLAIMS

The following claims have been filed with this office and will be presented for approval to the Board of Commissioners, Howard County, at this regular session to be paid on August 11, 2023.

Complete details of salary claims, Longevity & Sign on Bonus may be seen in the office of the County Auditor.

|                    |           |                   |  |                      |               |                   |           |
|--------------------|-----------|-------------------|--|----------------------|---------------|-------------------|-----------|
| Clerk              | \$        | 21,581.97         |  | <b>Co. Gen Total</b> | \$            | 622,272.56        |           |
| Auditor            | \$        | 18,757.03         |  |                      |               |                   |           |
| Treasurer          | \$        | 7,963.49          |  |                      | Health        | \$                | 34,630.25 |
| Recorder           | \$        | 7,584.23          |  |                      | Highway       | \$                | 57,467.79 |
| Sheriff            | \$        | 313,386.16        |  |                      | CASA          | \$                | 6,222.61  |
| Surveyor           | \$        | 11,873.23         |  |                      | Recycling     | \$                | 10,509.15 |
| Coroner            | \$        | 8,554.48          |  |                      | GCC           | \$                | 10,142.75 |
| Co. Assessor       | \$        | 8,275.92          |  |                      | Howard Haven  | \$                | 7,038.77  |
| Prosecutor         | \$        | 62,565.69         |  |                      | IT            | \$                | 9,102.43  |
| Co Agent           | \$        | 3,779.17          |  |                      | Magistrate    | \$                | 3,340.38  |
| Veterans Svcs      | \$        | 4,501.83          |  |                      | Kinsey        | \$                | 24,373.88 |
| Center Assess      | \$        | 5,876.43          |  |                      | Kinsey        | \$                | 56,311.31 |
| Pers/Comm          | \$        | 15,656.17         |  |                      | Juv Probation | \$                | 21,157.44 |
| Museum             | \$        | 5,458.89          |  |                      | Comm Corr     | \$                | 62,613.31 |
| Superior I         | \$        | 6,890.76          |  |                      |               |                   |           |
| Superior II        | \$        | 6,890.76          |  |                      |               |                   |           |
| Superior III       | \$        | 8,937.04          |  |                      |               |                   |           |
| Adult Probation    | \$        | 42,963.29         |  |                      |               |                   |           |
| Superior IV        | \$        | 6,890.76          |  |                      |               |                   |           |
| Circuit Court      | \$        | 10,465.38         |  |                      |               |                   |           |
| Public Defender    | \$        | 51,034.54         |  |                      |               |                   |           |
| EMA                | \$        | 6,118.00          |  |                      |               |                   |           |
| Weights & Measures | \$        | 2,193.88          |  |                      |               |                   |           |
| Maintenance        | \$        | 21,162.54         |  |                      |               |                   |           |
| Soil & Water       | \$        | 2,910.92          |  |                      |               |                   |           |
|                    |           |                   |  |                      |               |                   |           |
|                    |           |                   |  |                      |               |                   |           |
|                    |           |                   |  |                      |               |                   |           |
| <b>Sub-Total</b>   | <b>\$</b> | <b>662,272.56</b> |  | <b>TOTAL</b>         | <b>\$</b>     | <b>925,182.63</b> |           |

**Witness my Hand and Seal of the Board of Commissioners, Howard County, On: August 21, 2023**

\_\_\_\_\_  
R Brad Bray, President

\_\_\_\_\_  
Jack W. Dodd, Vice-President

\_\_\_\_\_  
Jeff S. Lipinski, Member

Attest:

\_\_\_\_\_  
Jessica Secrease, Auditor



# Signature Page for Howard County Payroll Expense Docket

Date 08/11/2023

Gross Payroll \$ 965,182.63

Total Amount of Payroll Expense Docket \$ 965182.63

I approve that there is sufficient money in the bank account to pay out the attached docket.

Christie Branch

Christie Branch, Howard County Treasurer

**Howard County Commissioners**

\_\_\_\_\_  
R. Brad Bray, President

\_\_\_\_\_  
Jack W. Dodd, Vice President

\_\_\_\_\_  
Jeff Lipinski, Member

**Attest:**

\_\_\_\_\_

Jessica Secrease, Howard County Auditor

# Signature Page for Howard County Docket and Accounts Payable Register

Date: \_\_\_\_\_08/21/2023\_\_\_\_\_

Total amount of docket: \$\_\_\_\_\_1,106,875.98\_\_\_\_\_

I approve that there is sufficient money in the bank account to pay out the attached docket.

Christie Branch

Christie Branch, Howard County Treasurer

## Howard County Commissioners

\_\_\_\_\_  
Brad B. Bray, President

\_\_\_\_\_  
Jack W. Dodd, Vice President

\_\_\_\_\_  
Jeff S. Lipinski, Member

**Attest:**

\_\_\_\_\_  
Jessica Secrease, Howard County Auditor