

The Board met in due form with the following members present: Roosevelt Allen, Jr., Frances DuPey and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 12th day of June, 2006 at about 10:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 12th day of June, 2006 at about 10:45 a.m.

Order#1 – Agenda # 5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

Allen made a motion, seconded by DuPey, to approve the opening of the Bids and Proposals. Motion passed 3-0.

Order#2 – Agenda #5B

In the Matter of Notices/Agenda: Additions, Deletions, and Corrections to Agenda for a Regular Meeting.

DuPey made a motion, seconded by Allen, to approve the Additions – Item# 29A – 2006-2007 Salt Purchase Joint Agreement by certain Lake County Municipalities; Item#40A – Letter from Randall T. Shepard, Chief Just of Indiana Concerning \$437,738.44 for the Public Defender Fund; Item #44A – SRI services Addendum, 2006 Tax Sale Workplan with the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor and Lake County Treasurer; Item #44B – Crown Point Court Judge Jeffers/Coroner – Educational Program; Item #44C – Lake County Fairgrounds – Emergency Situation – Request for permission to seek proposals for roof an electrical work. Proposals to be returned by Wednesday, July 19, 2006 prior to 9:30 a.m. in the Lake County Auditor's Office; Item #44D – Certificate of Liability Insurance – Lake County Agricultural Society, Inc. to be made a matter of public record; Item #44E – Memorandum from the Lake County Unsafe Buildings Enforcement authority concerning unsafe structures dated June 14, 2006; Item #44F – Lake County Public Works Department 2006 Demolition Progress Report to be made a matter of public record; Item #45A – Tib Office \$49,425.00; Item #46C – Request for Auction to be held on July 19, 2006 for key#24-30-405-3, opening bid to be \$5,000.00; Item #47A – Highland Police Department E-911 Request in the amount of \$10,000.00; Item #52A – Contract between the Indiana State Boar of Animal Health and the Board of Commissioners of the County of Lake for Brucellosis and Tuberculosis testing programs in the amount of \$1,000.00 for the year 2007; Item #52B – Amendment to Lease Agreement between John Valenti, Agent for Lake County Trust Company as Trustee under trust agreement known as trust #2269 and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor – The remainder of the monthly lease payments shall be made to Ghassan S. Nemri, 12270 South Williams Ct., Crown Point, IN 46307; Item #52C – Letter from Cenifax Management Services, Inc. to the Lake County Treasurer concerning Hermits Lake Sewer District Key-billing System purchase; Item #53B – Minutes, Regular Meeting, Wednesday May 17, 2006; Item #56A – County Form20, Vendor Qualification Affidavit – Home Creations, Inc.; Item #56B - County Form20, Vendor Qualification Affidavit – Tractor Supply Company; Deletions – Item# 51 – Maximus Professional Debt Collection Services; Item# 52 – Prewitt Construction Contract Termination; Corrections – May 21, 2006 appointment of Roosevelt Allen, Jr. to the Regional Transportation Authority to be rescinded. Appointment of Roosevelt Allen, Jr. to the Regional Bus Authority to be approved. Motion passed 3-0.

Order#3 – Agenda #5D

In the Matter of Notices/Agenda: Approval of Final Agenda.

DuPey made a motion, seconded by Allen, to approve the final agenda. Motion passed 3-0.

Order#4 – Agenda #5E

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order#5 – Agenda #6

In the Matter of Board of Commissioners Resolution Honoring Ok Champion Corporation.

DuPey made a motion, seconded by Allen, to approve the Board of Commissioners Resolution Honoring Ok Champion Corporation. Motion passed 3-0.

RESOLUTION

Honoring Ok Champion Corporation Recipient of the INSharp Award

Whereas, Ok Champion Corporation was founded in 1897 by Otto Knoerzer for the manufacture of potato diggers and other form equipment; and

Whereas, Ok Champion Corporation is located in Hammond, Indiana and has been at their present location since 1908; and

Whereas, Ok Champion Corporation has evolved into a manufacturer of underground cable placing and rodding equipment for the telecommunication and utility industries serving customers such as AT&T, Verizon and ComEd; and

Whereas, Ok Champion Corporation will be the recipient of the INSharp Award on June 23, 2006 from the Indiana Department of Labor for exceeding the safety and worker health standards of the Department of Labor and Indiana OSHA making Ok Champion Corporation only the second ever private company in the State of Indiana to receive this honor.

Order#5 – Agenda #6 (Cont'd)

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake sincerely wish to commend and congratulate Ok Champion Corporation for the high stand of excellence they have established and maintained concerning the safety and work health standards for their employees. Ok Champion has set a great example for other Lake County business to follow. Congratulations and best wishes for your future.

Approved this 21st day of June, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Frances DuPey
Gerry J. Scheub
Roosevelt Allen, Jr.

Order#6 – Agenda #34

In the L.C. Surveyor – Request for the transfer of Ivan Gatlin Family Nature Preserve to the Lake County Park Board.

DuPey made a motion, seconded by Allen, to accept the Report of the L.C. Surveyor's Office. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Surveyor's Office that the Board of Commissioners receive the Preserve. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to accept the donation of the Real Estate known as the Gatlin Family Nature Preserve, hereinafter called the Preserve. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to convey final ownership and responsibility to the Lake County Parks and Recreation Board with their approval of accepting it. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to authorize the Lake County Attorney to prepare and the President to execute all documents necessary to effectuate the actions taken. Motion passed 3-0.

**INTERLOCAL AGREEMENT ESTABLISHING A LAKE COUNTY/MULTI-USE
FACILITY ON TURKEY CREEK IN SCHERERVILLE**

Come now the undersigned, the Lake County Park and Recreation Board, hereinafter referred to as the "COUNTY PARK BOARD," the Lake County Surveyor, hereinafter referred to as "SURVEYOR," the Lake County Drainage Board, hereinafter referred to as the "DRAINAGE BOARD," the Town of Schererville Park Board, hereinafter referred to as the "TOWN PARK BOARD," the Lake County Board of Commissioners, hereinafter referred to as the "COMMISSIONERS," and the Gatlin Children's Trust, hereinafter referred to as "TRUST," and pursuant to the provisions of Indiana Code 36-1-7-1 to 36-1-7-15, inclusive, which is commonly known as the "Indiana Interlocal Cooperation Act,;" and, in consideration of the mutual promises and covenants as set out herein, promise and agree as follows:

1. **DURATION**

The term of their agreement shall be for a period of Fifty (50) years with five (5) consecutive options to renew each for additional period of Ten (10) years.

2. **PURPOSE**

The parties hereto understand and agree that the purpose and intent of this Agreement is to create a joint venture to finance, construct, operate and maintain a multi-use park area for the benefit of the local and Lake County Citizens, which will include the development and implementation of a watershed management plan for the purpose of alleviating surface water problems and enhancing the environment in the affected area. The area subject to this agreement is described in Exhibit "A" attached hereto and shall be named the "Ivan Gatlin Family Nature Preserve," and shall hereinafter be referred to as the "PRESERVE." The watershed management plan, a copy of which is attached hereto and marked Exhibit "B," shall be known of as the "Schererville/Turkey Creek Plan."

The goals for this multi-use facility are as follows:

- A) Provide 175 or more acre-feet of stormwater storage;
- B) Develop a 38 acre wetland-nature preserve;
- C) Expand the County bicycle trail;
- D) Provide passive recreation;
- E) Control flooding and minimize related public capital expenditures;
- F) Achieve water quality standards in Turkey Creek and its contributing watershed, consistent with intended uses and classifications;
- G) Protect and enhance wildlife and plant habitat and environmental quality;
- H) Promote ground water recharge, prevent contamination of the aquifers and protect spring areas;
- I) Protect and enhance water recreational facilities; and
- J) Prevent soil erosion and sediment deposits downstream.

3. **MANNER OF FINANCING, STAFFING, SUPPLYING AND BUDGETING**

- A) **Financing, Design and Construction**
 - 1) The SURVEYOR shall provide, as its sole cost, the engineering plans for the PRESERVE in conformance with the Turkey Creek/Schererville Watershed Plan.
 - 2) The DRAINAGE BOARD shall provide, as its sole cost, finished grading consistent with the attached plan, which excavated amount is approximately 20,000 cubic yards. The DRAINAGE BOARD shall have ownership of said material, unless the property owner notifies the DRAINAGE BOARD in writing within 30 days of the execution of this agreement that the owner wishes to retain ownership of said material. If the owner does not retain ownership, the

owner shall bear any transportation and related costs in the handling of the material from the PRESERVE. The BOARD shall obtain all applicable permits for its work as outlined herein.

) The COUNTY PARK BOARD shall provide, at its sole cost, the following:

- (a) In house design consultation for the PRESERVE and maintenance for the developed PRESERVE. The design and development shall include the following:
 - (1) Bike path;
 - (2) Parking for approximately 10 cars;
 - (3) 2 shelters; and
 - (4) Drinking fountain, subject to connection with service in area;

The location, specifications and construction shall be left to the sound discretion of the COUNTY PARK BOARD.

- (b) Acceptance of the PRESERVE upon completion at finished grade;
- (c) Maintenance of the PRESERVE;
- (d) Implementation of improvements within 24 months of acceptance;
- (e) Restore and reseed the site to an appropriate wetland and wet prairie landscape;
- (f) Provide technical service and equipment to the TOWN PARK BOARD in relation to Autumn Creek and Fox Run, which list of equipment is more specifically listed and defined on the attachment marked Exhibit "E". Said equipment shall be provided

- to the TOWN PARK BOARD within one (1) year of the request thereof by THE PARK BOARD.
- (g) Submit application and obtain all applicable permits for its work as outlined herein.
- 4) The TRUST shall provided, at its sole cost, the following:
- (a) Rough grading within the interior of the parameters of the PRESERVE, which excavated amount is approximately 232,000 cubic yards;
 - (b) Meet grade and slope requirements around the outside parameters of the PRESERVE;
 - (c) Transfer park property described in Exhibit "C" to the TOWN PARK BOARD, who shall dedicate same to the COMMISSIONERS for transfer to the COUNTY PARK BOARD.
 - (d) Transfer the Compensatory detention property described in Exhibit "D" to the COMMISSIONERS for transfer to the COUNTY PARK BOARD.
 - (e) All improvements outline herein shall be completed on or before four (4) years from the execution of this agreement.
 - (f) Submit applications and obtain permits for construction in a flood way and all other applicable permits for its work as outlined herein.
- 5) The COMMISSIONERS shall accept the donation of the PRESERVE upon completion at finished grade and transfer the PRESERVE to the COUNTY PARK BOARD.

B) Staffing, Maintenance and Operation

- 1) The COUNTY PARK BOARD shall provide appropriate maintenance and operation of the completed PRESERVE.
- 2) The SURVEYOR and the DRAINAGE BOARD shall implement the Schererville/Turkey Creek Plan including the maintenance of drainage and stormwater storage areas.

C) Miscellaneous Provisions

- 1) There shall be created an "Advisory Committee" to provide input and maintain communication with the COUNTY PARK BOARD regarding the progress of this plan, which Committee shall be comprised of the following:
 - A) Lake County Surveyor;
 - B) Lake County Drainage Board;
 - C) Lake County Park Board Chairman;
 - D) Lake County Park Board Director;
 - E) Town Park Board President;
 - F) Town Park Board Director;
 - G) Town Council President;
 - H) Town Building and Planning Administrator.

INTERLOCAL AGREEMENT ESTABLISHING A LAKE COUNTY/MULTI-USE FACILITY ON TURKEY CREEK IN SCHERERVILLE

2) This agreement may be amended in writing by a majority vote of the parties hereto, except for paragraph 3(f) herein.

All of which is agreed to on October 13th, 1999.

All of which is contingent on appropriate stormwater permits being issued, including but not limited to approval of the relocation of the Griffith Ditch #2, Lateral #5.

10/13/99
Date

[Signature]
George Van Til
Lake County Surveyor

10/13/99
Date

[Signature]
Gerry J. Scheub, Chairman
Lake County Drainage Board

ATTEST: _____

Date

[Signature]
Lake County Parks & Recreation
Department

Date

[Signature]
Town of Schererville Park Department

Date

[Signature]
Gatlin Children's Trust

Date

[Signature]
Wendy Gatlin
Gatlin Children's Trust

Date

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
President, Board of Commissioners
of Lake County [Signature]

ATTEST: [Signature]

**ADDENDUM TO INTERLOCAL AGREEMENT
ESTABLISHING THE LAKE COUNTY/SCHERERVILLE/TURKEY CREEK PLAN**

Comes now the Park Board for the Town of Schererville, Indiana, by its President, Dale Rudd, and submits the following Addendum to Interlocal Agreement Establishing the Lake County/Schererville/Turkey Creek Plan, as follows:

1. That the Park Board for the Town of Schererville, Indiana, hereby enters into the Interlocal Agreement Establishing the Lake County/Schererville/Turkey Creek Plan subject to the additional terms and conditions contained in this Addendum, to-wit:

1. That in addition to the other promises contained within the Agreement, paragraph 4(f) shall be modified to read as follows:

Provide technical service and equipment to the Town Park Board in relation to Autumn Creek and Fox Run, the list of equipment is more specifically listed and defined on the attachment to this Addendum which is marked as Exhibit "A" and incorporated herein.

2. That the Agreement to provide the Town Park Board with advisory services and equipment as specified here above shall not be subject to modification by a majority vote of the parties to the contract and that said equipment shall be provided to the Town Park Board within one year of the request thereof by the Park Board.

3. That the Town of Schererville Park Board now adopts and approves the contract as proposed in regard to the Interlocal Agreement subject to the provisions stated herein.

Dated this 31 day of August, 1999.

Dale Rudd
Town of Schererville Park Board
By its President, Dale Rudd

ATTEST:

Lisa N. Cate

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Boyanek
Gary Schuch
Frances DeKey
APPROVED THIS 21 DAY OF June 2006

May 19, 1999

**PRODUCTS/SERVICES RENDERED
FOR
SCHERERVILLE PARKS DEPARTMENT
BUDGET SUMMARY**

1) Playground equipment for Autumn Creek Park.	\$18,450
2) Two swing sets for Autumn Creek Park; 4 sling, 2 tot.	2,442
3) Two Square Metal Roof shelter, 24' by Poligon, delivered.	14,670
4) Master planning services for two future community parks	<u>20,000</u>
TOTAL COST.....	\$55,562
GRAND TOTAL COST.....	\$199,402

ADD Order#7 – Agenda #44B

In the Matter of Crown Point City Court Judge Jeffers/Coroner – Educational Program.

DuPey made a motion, seconded by Allen, to allow the Crown Point City Court Judge Jeffers/Coroner to use the Coroner's Office on Saturday morning for the Educational Program. Motion passed 3-0.

Order#8 – Agenda #7

In the Matter of L.C. Building Manager – Notice to the Press concerning the opening of the proposals for one (1) new hot water heater for the L.C. Cafeteria.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Building Manager's Notice to the Press concerning the opening of the proposals for one (1) new hot water heater for the L.C. Cafeteria. Motion passed 3-0.

Order#9 – Agenda #8

In the Matter of Proposals: L.C. Building Manger – One (1) new hot water heater for the L.C. Cafeteria.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Building Manager to approve Mechanical Concepts with \$22,696.00 for the One (1) new hot water heater for the L.C. Cafeteria. Motion passed 3-0.

Letter of Recommendation:

June 12, 2006

Lake County Board of Commissioners
Hon. Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

Re: Emergency Replacement of hot water heater for the Cafeteria

Dear Commissioners:

Two proposals were received for replacement of the hot water heater. The proposals are as follows:

- 1. Mechanical Concepts-----\$22,696.00
 - 2. Johnson Controls-----\$25,550.00
- (An additional alternate work was submitted, although not required, for \$1,598.00)

The contract was awarded to Mechanical Concept being the lower and more responsive bid. The hot water heater has been ordered. The expected delivery is within 2 to 3 weeks.

If you have any questions please call me at (219) 746-9780.
Respectfully,
Dan Ombac

Order#10 – Agenda #9

In the Matter of L.C. Building Manager – Two month Lease/Purchase Agreement with Chester, Inc. for Computer Equipment in the amount of \$3,754.00 to be paid in two equal payments of \$1,877.00 each.

Allen made a motion, seconded by DuPey, to approve the Two month Lease/Purchase Agreement between the L.C. Building Manager and Chester, Inc. for Computer Equipment in the amount of \$3,754.00 to be paid in two equal payments of \$1,877.00 each. Motion passed 3-0.



Information Technologies
Network Solutions at Work

555 Eastport Centre Drive
P.O. Box 2237
Valparaiso, IN 46384

Bus 219-464-9999
Fax 219-464-8488
www.chesterinc.com

LEASE AGREEMENT

Lake Co Building Manager
Dan Ombac
2293 N. Main Street
Crown Point, IN 46307

Chester Technologies will bill computer equipment in two (2) equal payments of \$1877.00 each for a total of \$3754.00 and upon the receipt of the last payment the computer equipment will become the property of Lake Co Building Manger.

Thank you,

Misael Mitreski
Account Manager
Chester Technologies

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 21 DAY OF June 20 06

Print

Page 1 of 1



Chester Technologies
 555 Eastport Centre Drive
 Valparaiso, Indiana 46384
 United States
<http://www.chestertech.com>

Quotation

Date Jun 1, 2006 10:31 AM CDT	Doc # 528914 - rev 1 of 1
Description Thinkcentre and Ram	
SalesRep Mitreski, Misael (P) 219-464-9999 ext. 471	
Customer Contact Ombac, Dan (P) 219-755-3165 (F) 219-755-3110 ombacdv@lakecountyin.org	

Customer
 Lake Co Building Manager (05LAK004)
 2293 N Main Street
 Crown Point, Indiana 46307
 (P) 219-755-3165

Bill To
 Lake Co Building Manager
 Ombac, Dan
 2293 N Main Street
 Crown Point, Indiana 46307
 (P) 219-755-3165

Ship To
 Lake Co Building Manager
 Ombac, Dan
 2293 N Main Street
 Crown Point, Indiana 46307
 (P) 219-755-3165

Customer PO:
None

Terms:
Net 30 Days

Ship Via:
UPS Ground

Special Instructions:
None

Carrier Account #:
None

Item Description	Part #	Qty	Tax	Unit Price	Total
<u>Lenovo ThinkCentre M52 8113</u> 1 Tower - 1 x P4 630 3 GHz - RAM 512 MB - HD 1 x 80 GB - CD-RW / DVD - Gigabit Ethernet - Win XP Pro - Monitor : none	8113D5U	1	No	\$1,036.00	\$1,036.00
<u>NEC AccuSync LCD72VX-BK</u> 2 Flat panel display - TFT - 17" - 1280 x 1024 / 75 Hz - 250 cd/m2 - 450:1 - 12 ms - 0.264 mm - DVI, VGA (HD-15) - black	ASLCD72VX-BK	1	No	\$228.00	\$228.00
<u>Kingston memory</u> 3 Memory - 512 MB - DIMM 240-pin - DDR II - 533 MHz / PC2-4200 - CL4	KTM3211/512	1	No	\$81.00	\$81.00
<u>Microsoft Office Basic Edition 2003 w/SP2</u> 4 Complete package - 1 user - OEM - CD - Win - North America	S55-00612	1	No	\$199.00	\$199.00
<u>Lenovo ThinkPad Z60m 2529</u> 5 Pentium M 760 2 GHz - RAM 1 GB - HD 100 GB - DVD-Writer - Gigabit Ethernet - Bluetooth, 802.11a/b/g - fingerprint reader - Centrino - Win XP Pro - 15.4" TFT WSXGA+ (1680 x 1050)	2529EAU	1	No	\$1,931.00	\$1,931.00
<u>Lenovo ThinkPad 90W AC Adapter</u> 6 Power adapter (external) - 90 Watt - Israel	40Y7670	1	No	\$53.00	\$53.00
<u>Kingston memory</u> 7 Memory - 1 GB - SO DIMM 200-pin - DDR II - 533 MHz / PC2-4200	KTM-TP3840/1G	1	No	\$165.00	\$165.00
<u>Samsonite XL45 Large Notebook Case</u> 8 Notebook carrying case - black	198111272	1	No	\$61.00	\$61.00
Subtotal					\$3,754.00
Tax (6.000%)					\$0.00
Shipping					\$0.00
Total					\$3,754.00

All prices are valid for 30 days. Delivery subject to availability at time of order.

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Product returns are subject to our Return Policy, which can be found at <http://www.chesterinc.com/divisions/chestertech/menu/customer/return.asp>

Order#11 – Agenda #10

In the Matter of L.C. Building Manager – Letter concerning emergency with regard to cooling at Westwind Manor.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Building Manager's Letter concerning emergency with regard to cooling at Westwind Manor. Motion passed 3-0.

Order#12 – Agenda #11A

In the Matter of L.C. Building Manager – Request for property disposal for L.C. Clerk.

Allen made a motion, seconded by DuPey, to approve the L.C. Building Manager's request for property disposal for L.C. Clerk. Motion passed 3-0.

Order#13 – Agenda #12

In the Matter of Contract for Highway Department – Replacement of L.C. Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township.

The Board having previously taken the above bids under advisement, does hereby award the contract to Dyer Construction Co., Inc. 1716 Sheffield Ave. Dyer, IN 46311 for Replacement of L.C. Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township upon a motion by Allen, seconded by DuPey, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Replacement of L.C. Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

DYER CONSTRUCTION CO., INC. W/ FEDERAL INSURANCE CO. in the amount of 5% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REPLACEMENT OF L.C. BRIDGE NO. 52 CARRYING 171ST AVENUE OVER CEDAR CREEK, CEDAR CREEK TOWNSHIP FOR THE LAKE CO. HIGHWAY DEPT. FOR \$579,666.44 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: June 21, 2006

FRANCES DUPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

DYER CONSTRUCTION CO., INC.

Letter of Recommendation:

June 21, 2006

Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

ATTN: Gerald Scheub, President

Re: Bridge #52, 171st Avenue over Cedar Creek Recommendation to Award

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, June 21, 2006 the replacement of Lake County Bridge #52, 171st Avenue over Cedar Creek. Based upon our review of the bids, the Highway Department recommends award of the contract to Dyer Construction Co., Inc. the lowest and most responsive bidder in the amount of \$579,666.44.

The bids received are as follows:

DYER CONSTRUCTION CO., INC.	\$579,666.44
ELLAS CONSTRUCTION CO., INC.	\$654,334.38
REITH-RILEY CONSTRUCTION	\$764,720.00
GARIUP CONSTRUCTION CO.	\$905,400.00

Respectfully Submitted,
Marcus W. Malczewski, Superintendent

Order#14 – Agenda #13

In the Matter of Bids for Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the Rehabilitation of Lake County Bridge #4, Range Line Road over Singleton Ditch for Highway Department.

This being the day, time and place for the receiving of bids for Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the Rehabilitation of Lake County Bridge #4, Range Line Road over Singleton Ditch for Highway Department, the following bids were received:

FIRST GROUP ENGINEERING
LAWSON-FISHER ASSOC.
BONAR GROUP

BERNARDIN, LOCHMUELLER & ASSOC.
FARRAR, GARVEY, & ASSOC.
THE SCHNEIDER CORP.

Order#14 – Agenda #13 (Cont'd)

UNITED CONSULTING ENGINEERS & ARCH
DLZ
BEAM, LONGEST, & NEFF, LLC

BUTLER, FAIRMAN, SEUFERT, INC.
HOH ENGINEERING
R.W. ARMSTRONG

DuPey made a motion, seconded by Allen, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order#15 – Agenda #14

In the Matter of Bids for Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the 109th and Randolph Intersection Improvements for Highway Department.

This being the day, time and place for the receiving of bids for Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the 109th and Randolph Intersection Improvements for Highway Department, the following bids were received:

FIRST GROUP ENGINEERING
LAWSON-FISHER ASSOC.
BONAR GROUP
UNITED CONSULTING ENGINEERS & ARCH
DLZ
BEAM, LONGEST, & NEFF, LLC

BERNARDIN, LOCHMUELLER & ASSOC.
FARRAR, GARVEY, & ASSOC.
THE SCHNEIDER CORP.
BUTLER, FAIRMAN, SEUFERT, INC.
HOH ENGINEERING

DuPey made a motion, seconded by Allen, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order#16 – Agenda #15

In the Matter of L.C. Highway – 2005 Annual Operational Report.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway's 2005 Annual Operational Report. Motion passed 3-0.

Order#17 – Agenda #16

In the Matter of Specifications: L.C. Highway Dept. – one (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class all Hydraulic, All Wheel Drive with Giant "V" Plow and Front Dozer and Blade in current production.

DuPey made a motion, seconded by Allen, to approve the Highway's Specifications for one (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class all Hydraulic, All Wheel Drive with Giant "V" Plow and Front Dozer and Blade in current production, and ordered same to be advertised for receiving of bids on Wednesday, July 19, 2006 at 9:30 a.m. Motion passed 3-0.

Order#18 – Agenda #17

In the Matter of Specifications: L.C. Highway Dept. – Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River.

DuPey made a motion, seconded by Allen, to approve the Highway's Specifications for Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River, and ordered same to be advertised for receiving of bids on Wednesday, July 19, 2006 at 9:30 a.m. Motion passed 3-0.

Order#19 – Agenda #18

In the Matter of L.C. Highway: Seek Proposals for Pest Control Service for the Lake County Highway Department Offices in Crown Point and Lowell for the remainder of the year 2006.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Highway for Pest Control Service for the Lake County Highway Department Offices in Crown Point and Lowell for the remainder of the year 2006 from the following vendors, and ordered same to be returned by Wednesday, July 19, 2006 by 9:30 a.m. Motion passed 3-0.

Hammond Pest Control
Orkin
Whiteside Exterminating Service

Monroe Pest Control
Stay Ready Exterminating

Pest Management
Sun Pest Control

Order#20 – Agenda #19

In the Matter of L.C. Highway: Seek Proposals for Architects to provide Design Services for the Renovation of the Engineering Department and Supervisors and Foremen's Office of the Lake County Highway Department in Crown Point.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Highway for Architects to provide Design Services for the Renovation of the Engineering Department and Supervisors and Foremen's Office of the Lake County Highway Department in Crown Point from the following vendors, and ordered same to be returned by Wednesday, July 19, 2006 by 9:30 a.m. Motion passed 3-0.

Carras-Szany-Khun & Assoc.
Hutton & Hutton Architects
Keilman R. Assoc.

Design Alliance
IN Architects
Mastersons Szafasx & Shaw

Emis & Cobs Corp.
American Consulting
Stutler Architects

Order#20 – Agenda #19 (Cont'd)

Plumb Tuckett & Assoc.
Design Organizations, Inc.

Premil Robert Architects
DLZ Indiana LLC

Wentz Design
R.W. Armstrong

Order#21 – Agenda #20

In the Matter of L.C. Highway: Seek Proposals for the installation of approximately 1100 lineal feet of 24" Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Highway for the installation of approximately 1100 lineal feet of 24" Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point from the following vendors, and ordered same to be returned by Wednesday, July 19, 2006 by 9:30 a.m. Motion passed 3-0.

Bucko Construction Co., Inc.
Baker Cement

Walsh & Kelly Construction
Ryan Construction

Reith-Riley Construction Co., Inc.

Order#22 – Agenda #21

In the Matter of L.C. Highway – Request for the selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River.

Allen made a motion, seconded by Scheub, to approve Butler, Fairman, & Seufert, Inc. to be the Consulting Engineering Firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River. Motion passed 2-1, Commissioner DuPey abstain.

Order#23 – Agenda #22A & B

In the Matter of L.C. Highway – Certificates of Liability Insurance for DeBoer Egolf Corp. and Parkway Mechanical, Inc.

Allen made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for DeBoer Egolf Corp. and Parkway Mechanical, Inc. Motion passed 3-0.

Order#24 – Agenda #23

In the Matter of L.C. Highway – Road Cut Permit – DeBoer Egolf Corporation – Across Fairbanks Avenue at Avenue H.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway's Road Cut Permit for DeBoer Egolf Corporation – Across Fairbanks Avenue at Avenue H. Motion passed 3-0.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE MAY 9, 2006

Applicant: DE BOER E GOLF CORP
5772 MELTON ROAD
PORTAGE, IN 46368

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by _____ in behalf of the applicant. Permission is hereby granted to

INSTALL 6" FORCE MAIN ACROSS FAIRBANKS AVE
AT AVENUE H, (SEE SKETCH) BY OPEN CUT METHOD.
PLEASE NOTE THERE IS AN EXISTING NIPSCO GAS MAIN
LOCATED IN THE PAVEMENT WHICH WOULD HAVE TO BE LOCATED
PRIOR TO CROSSING THE GAS MAIN.
in accordance with the plans submitted and specifications outlined below.

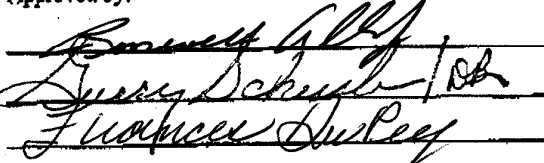
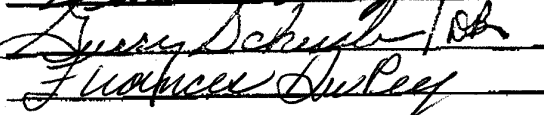
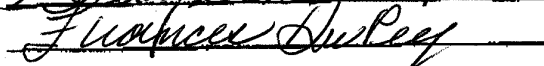
CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by:  5-10-2006
5-10-06

Lake County Highway Department

Approved by: 



Lake County Board of Commissioners

Order#25 – Agenda #24

In the Matter of L.C. Highway – Agreement with R.W. Armstrong & Associates, Inc. to provide Design Engineering Services for the Replacement of Lake County Bridge #95, Reeder Road over Cedar Creek in an amount not to exceed 4135,500.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and R.W. Armstrong & Associates, Inc. to provide Design Engineering Services for the Replacement of Lake County Bridge #95, Reeder Road over Cedar Creek in an amount not to exceed 4135,500.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of June, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and R. W. Armstrong & Associates, Inc., 300 S. Meridian Street, Indianapolis, Indiana 46225, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for performing engineering services for the locally funded replacement of Lake County Bridge No. 95 carrying Reeder Road over Cedar Creek as detailed in Appendix "A".

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Replacement of Lake County Bridge No. 95 carrying Reeder Road over Cedar Creek

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

SECTION I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in

accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

SECTION IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V General Provisions

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office(s): 300 S. Meridian St., Indianapolis, IN 46225.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part-time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

6. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred, and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting on behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and

costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

9. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

10. Worker's Compensation

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days' written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Agreement, and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- A. Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury Limits of Liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property.

- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports

The CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment, and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

13. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment, it being understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis, and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Subpart 31.2. The payment as made to the CONSULTANT shall be paid as the final payment in full settlement for his services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the

CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this Agreement 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, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation Regulations which follows:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR 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 Agreement.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontractors, 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 equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations

relative to non-discrimination.

4. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such Regulations or directives. 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 LOCAL PUBLIC AGENCY, 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 Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT will include the provision 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 will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party as the case may be, insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

17. Disadvantaged Business Enterprise Program

A. General

- 1) Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
- 2) The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor.
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.
 - b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CRF Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Federal assisted contracts.
- 3) As part of the CONSULTANT's equal opportunity affirmative action program, it is required that the CONSULTANT take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.

B. Definitions

The following definitions apply to this section:

- 1) "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 3) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
- 4) "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR, Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts

- 1) If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors prior to any subcontractual commitment.
- 2) The contacts made with potential disadvantaged business enterprise subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the FHWA when requested.
- 3) In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action

contacts covered under paragraph C.1 and C.2 of this Section shall be performed.

- 4) No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C.1 and C.2 of this Section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Actions

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

- 1) Designate a liaison officer who will administer the CONSULTANT's Disadvantaged Business Enterprise program.
- 2) Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
- 3) Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.
- 4) Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT's Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
- 5) Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in Subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals

- 1) The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The

information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

F. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal-Aid Contracts

The CONSULTANT certifies, by signing and submitting this contract, to the best of his or her knowledge and belief that he or she has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

The CONSULTANT also agrees by submitting his or her contract that he or she shall require that the language of this certification be included in all lower tier subcontractors which exceed \$100,000, and that such subrecipients 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.

19. Supplements

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT:
R. W. Armstrong & Associates, Inc.

LOCAL PUBLIC AGENCY:
Board of Lake County Commissioners

BY: Scott F. Hornsby
Scott F. Hornsby, Vice President

BY: _____
Gary Schuch
BY: _____

ATTEST:
By: Steven Fleming
Steven P. Fleming, Vice President

BY: Bonnie All

ATTEST: Peggy H. Katona
Lake County Auditor Peggy H. Katona
Approved as to Legality and Form

Mark Thiros
Attorney
Mark Thiros

APPENDIX "A"

SERVICES BY CONSULTANT

1. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost for the project, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: "American Association of State Highway and Transportation Officials", "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for the preliminary plan submission, and no further work shall be done on the plans, unless and until specifically directed by the OWNER.
 2. Following approval of the preliminary plans and notification from the OWNER, the CONSULTANT shall prepare final contract plans, special provisions for the specifications, and final cost estimates for the construction.
 3. The cost estimate for construction shall be prepared according to the current practices for the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT.
 4. The CONSULTANT shall attend such conferences with the officials of the OWNER and other interested agencies as may be required in connection with the work.
 5. Upon completion and final approval of the work by the OWNER, the CONSULTANT shall deliver to the OWNER the following:
 - 1 set of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets;
 - 1 set of special provisions for the specifications;
 - 1 copy of the construction cost estimate;
 - 1 copy of all design computations, indexes, paged and bound;
 - 1 copy of all survey field notes for all surveys the CONSULTANT has performed on the project.
6. The CONSULTANT shall provide right-of-way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation (INDOT), Division of Land Acquisition Right-of-Way Engineering Procedures Manual, including the following:

- a. Prepare final right-of-way plans;
 - b. Prepare right-of-way grant forms and exhibits for all parcel takings;
 - c. Provide in the field a stake-out locating the new right-of-way line for the partial takings included in all parcels. The stand-out shall be made using wooden hubs located at appropriate property lines and at other changes in bearing.
7. The CONSULTANT shall provide the following right-of-way Services to secure the needed right-of-way for the project: right-of-way management, appraisals, negotiations and buying. The CONSULTANT shall provide a Guaranty of Title good for the past twenty (20) years prepared by a professional abstractor and insurance for \$10,000 for each parcel. The CONSULTANT shall maintain accurate parcel files which will be available at reasonable time, for inspection by the LOCAL PUBLIC AGENCY. Upon acquisition of the parcel, the file shall be submitted to the LOCAL PUBLIC AGENCY. In addition, the CONSULTANT shall be available for consultation with the attorney for the LOCAL PUBLIC AGENCY in any legal proceedings, including pre-trial conferences and testimony for an additional cost, if required.
 8. Additional right-of-way scope of work is outlined in the attachment following Appendix "D".
 9. The responsible registrant shall affix his/her seal to all plans, specifications and reports.

APPENDIX "B"

Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between the CONSULTANT and the LOCAL PUBLIC AGENCY.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

Schedule

The CONSULTANT will be prepared to begin the work under this Agreement immediately after a Letter of Notification to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver to the LOCAL PUBLIC AGENCY:

- Survey 30 days after Notice to Proceed;
- Preliminary Plans 90 days after Notice to Proceed;
- Geotechnical Investigation 30 days after approval of Preliminary Plans;
- Asbestos Survey and Report 30 days after approval of Preliminary Plans;
- Right-of-Way Engineering 60 days after approval of Preliminary Plans;
- Final Plans 120 days after approval of Preliminary Plans;
- Right-of-Way Services approximately 150 days after approval of Preliminary Plans.

APPENDIX "D"

CompensationAmount of Payment

The CONSULTANT will receive as payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

1. The total compensation for this Agreement shall not exceed \$135,500.00, unless approved in writing by the LOCAL PUBLIC AGENCY;
2. A breakdown of the estimated costs for the project follows this Appendix "D".

Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. Should the scope of work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the fixed fee to be paid shall be negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement.

Order#26 – Agenda #25

In the Matter of L.C. Highway – Agreement with Bernardin, Lochmueller & Associates, Inc. to provide Design Engineering Services for the Replacement of Lake County Bridge #255, 68th Place over a branch of Turkey Creek in an amount not to exceed \$206,600.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Bernardin, Lochmueller & Associates, Inc. to provide Design Engineering Services for the Replacement of Lake County Bridge #255, 68th Place over a branch of Turkey Creek in an amount not to exceed \$206,600.00. Motion passed 3-0.

A G R E E M E N T

THIS AGREEMENT is made and entered into June 21, 2006 by and between Lake County, Indiana, acting by and through the Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY" and

Bernardin, Lochmueller & Associates, Inc.
6200 Vogel Road
Evansville, Indiana 47715

hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for:

Preliminary Engineering Services, Right-of-Way Engineering and Right-of-Way Services

WHEREAS, the CONSULTANT has expressed a willingness to perform the

Preliminary Engineering Services, Right-of-Way Engineering and Right-of-Way Services

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Lake County Bridge #255

Replacement of County Bridge #255 carrying 68th Place over a Branch of Turkey Creek located approximately 0.2 miles west of SR 53 in Merrillville, Lake County. The project length is approximately 0.2 miles.

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

Section I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of this fully executed Agreement from the LOCAL PUBLIC AGENCY. The CONSULTANT shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

Execution of this Agreement shall serve as a written notice to proceed. The CONSULTANT shall not begin work prior to receipt of the fully executed Agreement.

Section IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this agreement, and made an integral part hereof.

Section V General Provisions1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office(s)

Bernardin, Lochmueller & Associates, Inc.

6200 Vogel Road

Evansville, Indiana 47715

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on this project on full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Agreement in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

4. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

5. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement performed by him.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provision of the Workmen's Compensation Law.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including the death at any time resulting there from, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damage arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting there from, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

6. Responsibility for Claims

The LOCAL PUBLIC AGENCY and the CONSULTANT have discussed the risks, rewards and benefits of the project and the CONSULTANT's total fee for services. The risks have been

allocated such that the LOCAL PUBLIC AGENCY agrees that to the fullest extent permitted by law, the CONSULTANT's total liability to the LOCAL PUBLIC AGENCY for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the amount of the CONSULTANT's total compensation for services paid and received by the CONSULTANT under this agreement. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY and the CONSULTANT in the exercise of their honest and reasonable judgment. The CONSULTANT shall not commence the additional change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

8. Termination of Services

This Agreement may be terminated by the LOCAL PUBLIC AGENCY or the CONSULTANT should the other party fail to perform its obligations hereunder. In the event of termination, the LOCAL PUBLIC AGENCY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

9. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

10. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

Bernardin, Lochmueller & Associates, Inc.

BY Keith Lochmueller
Keith Lochmueller, President

Attest:

BY Matthew E. Wannemuehler
Matthew E. Wannemuehler, Secretary

LOCAL PUBLIC AGENCY

Board of Commissioners
Lake County, Indiana

BY Roosevelt Allen Jr., District 1
Gerry J. Scheut, District 2
BY Frances DuPey, District 3

ATTEST:

Peggy Holinga Katona
Peggy Holinga Katona, Auditor

Approved as to Form and Legality:

Mark Thiros
Mark Thiros, Attorney

“APPENDIX A”

SERVICES BY CONSULTANT

A. Survey

The CONSULTANT shall perform the field survey required for preparation of design plans in conformance with the requirements of the “Survey Manual, Location Surveys, Indiana State Highway Commission”. The field survey will be approximately 0.5 mile in length. The centerline survey will be tied to the sectionalized land system. Section corner ties will be provided to the County Surveyor's Office. All elevations will be based on NGVD 1929 or NAVD 1988 datum. Data concerning the existing structures and local testimony will be gathered with regard to flooding. Bernardin, Lochmueller and Associates, Inc., will provide at least two temporary benchmarks. In addition, a permanent benchmark monument tied to the established datum will be included in the construction plans. Local control points required for construction engineering will be set. A Location Control Route Plat will be prepared and recorded in the public records.

B. Hydraulic Analysis of Branch of Turkey Creek

The Consultant shall conduct a Hydraulic Analysis of the Branch of Turkey Floodway to determine the impact of flooding at various flood levels to arrive at an economical project that properly sizes the bridge and provides adequate area for over the road flow, if necessary.

C. Bridge Design

The CONSULTANT shall complete preliminary bridge plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: “Indiana Department of Transportation Design Standards for RRR Projects (Resurfacing, Restoration, and Rehabilitation),” Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to

fulfill the requirements for a Design Public Hearing, and no further work shall be done on the plans except for geotechnical investigations, unless and until specifically directed by the LOCAL PUBLIC AGENCY.

Following approval of the preliminary plans and notification from the LOCAL PUBLIC AGENCY that Design Approval has been received, the CONSULTANT shall prepare contract plans, special provisions for the specifications, and final cost estimates for the construction of the bridges. The cost estimate for construction shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.

The CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with Volume 6, Chapter 7, Section 3, Subsection 2 of the Federal-Aid Highway Program Manual entitled "Location and Hydraulic Design of Encroachment of Flood Plains."

The CONSULTANT shall attend such conferences with the officials of the State and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.

D. Environmental Studies

The CONSULTANT shall develop and document one of the following types of environmental studies:

1. Categorical Exclusion as falling within the guidelines of the National List of Categorical Exclusions. The CONSULTANT shall prepare documentation for the "Area of Potential Effect" and coordinate with the State Historic Preservation Office (SHPO). Should it become necessary to document a 4(f), Section 106 or 6(f) involvement, the CONSULTANT and LOCAL PUBLIC AGENCY shall negotiate a fee to perform said services at that time.
 2. Environmental Assessment and information, as necessary for the Federal Highway Administration to prepare the Finding of No Significant Impact (FONSI). Should it become necessary to develop an Environmental Assessment and information, as necessary for the Federal Highway Administration to prepare the Finding of No Significant Impact (FONSI) or to document a 4(f), Section 106, or 6(f) involvement, the CONSULTANT and the LOCAL PUBLIC AGENCY shall negotiate a fee to perform said services at that time.
 3. Full Environmental Impact Statement. Should it become necessary to develop a Full Environmental Impact Statement, or to document a 4(f), Section 106, or 6(f) involvement, the CONSULTANT and the LOCAL PUBLIC AGENCY shall negotiate a fee to perform said services at that time. If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a major change in the scope of work. The environmental services required to develop this project shall be in accordance with the "Procedure Manual for Preparing Environmental Statements" dated 1986 and revisions thereto. A copy of this document is on file with the Indiana Department of Transportation and is incorporated by reference and is made a part hereof.
- E. The CONSULTANT shall make or cause to be made a complete pavement investigation in accordance with "Requirements for Pavement Investigation" date 26 February, 1985. A copy of the document is on file with the Indiana Department of Transportation and it is incorporated herein by reference and is made a part hereof.
- F. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:

For Road and Bridge Plans:

- 1 - Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 24" sheets prepared with the following process: Ink on approved ink medium for all sheets, except cross-sections for computing earthwork quantities. The cross-sections shall be on approved cross-section paper, in ink.
- 1 - Set of Special Provisions for the Specifications.
- 1 - Copy of the construction cost estimate.
- 1 - Copy of all design computations, Indexed, Paged and Bound.

The CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following documents:

<u>Item</u>	<u>Draft Copies for Review</u>	<u>Completed Copies</u>
Location-Design Summary Report	5	5
Exhibits for Design Public Hearing		1
Categorical Exclusion	2	10

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LOCAL PUBLIC AGENCY.

- G. The CONSULTANT shall make a location-design study, and prepare a Location-Design Summary Report. The studies and report shall be developed in accordance with the "Procedure Manual for Preparing Design Study and Location-Design Study Reports" and the "Indiana Public Involvement/Public Hearing Procedures" dated January 7, 1985 and subsequent memorandum for the preparation of design summary reports. Copies of these documents are on file with the Indiana Department of Transportation and they are incorporated herein by reference and are made a part hereof.

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

I. Permitting

The Consultant shall assist the LPA in obtaining permits for this project. The permits anticipated for this project are a DNR Construction in a Floodway Permit, an Army Corps of Engineer 404 Permit (Regional General Permit), an IDEM Section 401 Water Quality Permit and a Rule 5 Erosion Control Permit. Should it become necessary to obtain other permits, including an Individual 404 Permit, the agreement will be supplemented.

J. The CONSULTANT shall, in conformance with INDOT guidelines, coordinate activities that will cause utility relocation plans to be developed and utility agreements reimbursable to be executed between affected utilities and the LOCAL PUBLIC AGENCY. It is assumed that three utilities will be involved (Electric, Telephone, and Water). Should more utilities be involved, the agreement will be supplemented.

K. The CONSULTANT will cause to have made a geotechnical investigation to determine foundation conditions.

L. The CONSULTANT will cause to have made an asbestos investigation to determine existing conditions.

M. Right-of-Way Engineering

1. The CONSULTANT shall provide Right-of-Way Engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation (INDOT) Right-of-Way Acquisition Procedure Manual For Local Public Agencies and the Right-of-Way Engineering Procedures Manual as follows:
2. The CONSULTANT shall prepare or cause to be prepared a Title Search pursuant to the following:

- i. All parcels, except Temporary Right-of-Way only parcels, shall require:
 - a. A documented preliminary title search covering an interval of time including one valid transfer of fee title beyond a twenty year period from the date of the search,
-OR-
 - b. A guarantee of title issued in an amount commensurate with the value of the interest being acquired,
-OR-
 - c. An abstract prepared by a professional abstractor used along with an examination of title by an attorney.

 - ii. Temporary Right-of-Way only parcels shall require:
 - a. A documented minimal title search by a title company.
-OR-
 - b. A verified last deed of record search by an LOCAL PUBLIC AGENCY employee or consultant.

 - iii. Each title search shall be updated at the time of Right-of-Way acquisition.
3. Legal Descriptions (Transfer Document - Exhibit "A") shall be prepared and certified by an Indiana registered land surveyor for each parcel.
 4. Right-of-Way Parcel Plats (Transfer Document - Exhibit "B") shall be prepared and certified by an Indiana registered land surveyor and tied to the Location Control Route Survey plat for all parcels, except Temporary Right-of-Way only parcels.
 5. The CONSULTANT shall prepare the Transfer Documents for review by the attorney of the LOCAL PUBLIC AGENCY, unless directed otherwise by the LOCAL PUBLIC AGENCY.
 6. Right-of-Way Engineering Documentation shall be prepared for each parcel to include the L-10 Sheet, the Parcel Summary Sheet, and the Parcel Computation Sheet.
 7. Right-of-Way Plans shall be prepared.
 8. Right-of-Way Staking shall be provided using wooden hub and lath at the deflection points of the proposed permanent and temporary right-of-way lines.

9. The CONSULTANT shall cause to be prepared the Appraisal Problem Analysis Report (APA) as a parcel-by-parcel examination of the project site to determine the extent of each taking and the appraisal approach to be utilized by the appraiser. An INDOT approved review appraiser assigned to the project shall prepare the APA pursuant to the following:

Examine the Right-of-Way Plans and determine the extent of the takings.

- ii. Perform an on-site inspection of each parcel requiring Right-of-Way acquisition.
- iii. Determine whether a Waiver Valuation or an appraisal is needed for each parcel.
- iv. Determine the appraisal approach which will be used to establish just compensation.
- v. Complete the APA on the INDOT approved form for each parcel.
- vi. Complete a project summary sheet setting out:
 - Parcel number
 - Owner's name
 - Size of property
 - Amount of Right-of-Way to be acquired
 - Types of Right-of-Way to be acquired
 - Recommended appraisal form

10. The proposed appraisal fee shall be shown in the designated area on each APA report. The LOCAL PUBLIC AGENCY shall signify approval of both the APA report and the appraisal fee by signing the APA report.

N. Right-of-Way Services

1. Right-of-Way Management and Supervision

- i. The CONSULTANT shall be responsible for administering, scheduling, and coordinating the following activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting: meetings, conferences, and communications with the Property Owner(s), the Relocatee(s), the Attorney(s), the Engineer(s), the Appraiser(s), the Buying Agent(s), the Relocation Agent(s), the LOCAL PUBLIC AGENCY, the Indiana Department of Transportation (INDOT), and the Federal Highway Administration (FHWA).

- ii. The CONSULTANT shall be responsible for a limited number of “minor revisions” (one that is completed within no more than two (2) man-hours) to the design plans, right-of-way plans, parcel plats, legal descriptions, and for restaking the proposed right-of-way for a limited number of parcels, if the CONSULTANT originally designed and staked the project.
- iii. The CONSULTANT shall deliver documentation to the LOCAL PUBLIC AGENCY so that the LOCAL PUBLIC AGENCY may make all arrangements to deliver payment to each property owner and/or relocatee, or to file for condemnation.

2. Appraisal

i. Vale Appraisal Group

(Name)

516 E. 86th Avenue, Merrillville, Indiana 46410

(Address)

a corporation incorporated in Indiana

(State)

shall be hereinafter referred to as the Appraiser.

ii. Mr. Jeffrey R. Vale shall perform the appraisal work covered by this Agreement.

(Name of Individual(s))

The Appraiser shall be a licensed appraiser in the State of Indiana and on INDOT's approved Appraisers/Review Appraisers list.

- iii. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
- iv. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.
- v. The Appraiser shall examine the plans for this project and review in the field the various parcels herein designated.
- vi. The Appraiser shall give the owner of each parcel to be appraised the opportunity to

accompany the Appraiser during the inspection of the parcel.

- vii. The appraisals shall be sufficiently documented to meet the minimum standards set out in the INDOT's procedures as approved by the FHWA. The Appraiser shall follow accepted principals and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or reappraised as the case may be without additional compensation to the Appraiser.
- viii. The Appraiser shall furnish the LOCAL PUBLIC AGENCY with a comparable sales docket consisting of sufficient current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property shall be identified by photograph and shall be located on county or township maps, which shall be a part of the comparable sales docket.
- ix. The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.
- x. Where an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only a part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and noncompensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what, in the Appraiser's judgment, is a reasonable allocation of the "before value" to the various land, building, and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value".
- xi. In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- xii. Documentation of estimates of value (either the before, the after, or the acquisition value), of damages, and/or of benefits shall be by the most applicable and appropriate

means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser shall then fully explain the reasoning for his after value estimate.

xiii. The appraisal shall conform to statutory and judicial determinations regarding noncompensable items.

xiv. The Appraiser's report shall adequately address, as a minimum, the following:

- The purpose of the appraisal, which includes a statement of value to be estimated and the rights or interests being appraised,
- Identification of the property and its ownership, including at least a 5-year delineation of title,
- Statement of appropriate contingent and limiting conditions, if any,
- An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any,
- Identified photographs of the subject property, including all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged,
- An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be a part of the real property to be acquired,
- The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages to remaining real property,
- The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The effective date of value estimate must be the last day of inspection,
- The certification, signature, and date of signature of the Appraiser,
- Other descriptive material (maps, charts, plans, photographs),
- The Federal-aid project number and parcel identification,
- That the property owner was given the opportunity to accompany the Appraiser

during the inspection of the property.

- xv. Appraisal reports shall be prepared in ink or typewritten, dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.
- xvi. Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report, which affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.
- xvii. The Appraiser agrees to furnish one (1) original and four (4) copies of the appraisal report
- xviii. At the request of the LOCAL PUBLIC AGENCY the Appraiser agrees to update reports for one year after the initial completion of the report and/or testifying in court on behalf of the LOCAL PUBLIC AGENCY on any of the parcels described herein.
- xix. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to insure that no one divulges any information concerning the report except to a duly authorized representative of the LOCAL PUBLIC AGENCY, INDOT, and FHWA, until authorized in writing by the LOCAL PUBLIC AGENCY.

3. Review Appraisal

i. Jill D. Reed & Associates, Incorporated

(Name)

2915 North High School Road, Indianapolis, Indiana 46224

(Address)

a corporation incorporated in Indiana

(State)

shall be hereinafter referred to as the Review Appraiser.

ii. Ms. Jill D. Reed shall perform the review appraisal work covered by this Agreement.

(Name of Individual(s))

The Review Appraiser shall be a certified appraiser in the State of Indiana and on INDOT's Approved Appraiser/Review Appraisers' List.

- iii. The review appraisals shall not be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.
- iv. The Review Appraiser shall examine the plans for this project, field inspect parcels herein designated and field inspect the comparable properties considered by the Appraiser.
- v. The review appraisals shall be sufficiently documented to meet the minimum standards set out in the INDOT procedures as approved by the FHWA and shall be submitted on forms approved by the LOCAL PUBLIC AGENCY and the INDOT. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser.
- vi. The Review Appraiser shall consider all pertinent value information that is available.
- vii. The Review Appraiser shall document all estimates of just compensation.
- viii. The Review Appraiser may at any time prior to settlement adjust his estimate of just compensation on the basis of additional value information.
- ix. The Review Appraiser shall examine the appraisal reports to determine that they:
 - Are complete in accordance with INDOT's appraisal requirements,
 - Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing State Laws,
 - Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein,
 - Include consideration of compensable items, damages and benefits and do not include compensation for items noncompensable under State Laws,
 - Contain an identification or listing of the buildings, structures and other improvements on the land, as well as the fixtures which the appraiser considered to be a part of the real property to be acquired,

- Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- x. Prior to finalizing the estimate of just compensation, the Review Appraiser shall request and obtain corrections or revisions of appraisal reports that do not substantially meet the requirements set forth by INDOT's appraisal guidelines and LOCAL PUBLIC AGENCY procedures. These shall be documented and retained in the parcel file.
- xi. The Review Appraiser may supplement an appraisal report with corrections of minor mathematical errors where such errors do not affect the final value conclusion. The Review Appraiser may also supplement the appraisal file where the following factual data has been omitted:
- Project and/or parcel number,
 - Owner's and/or tenant's names,
 - Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables,
 - Statement that there were no sales of subject property in the past five (5) years,
 - Location, zoning, or present use of subject property or comparables.
- xii. The Review Appraiser shall initial and date the corrections and/or factual data supplements to an appraisal report.
- xiii. The Review Appraiser shall place in the parcel file a signed and dated Certificate of Review Appraiser and Conclusion of Fair Market Value form addressing the following:
- The estimate of just compensation including, where appropriate, the allocation of compensation for the real property acquired, and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land, as well as the fixtures which he considered to be a part of the real property to be acquired; if such allocation or listing differs from that of the appraisal(s),
 - That as a part of the appraisal review there was or was not a field inspection of

the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, the Review Appraiser shall state the reason(s),

- That the Review Appraiser has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition,
- That the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data,
- His/Her value estimate of items compensable under State Law but not eligible for Federal reimbursement, if any,
- Prepare a Statement of the Basis for Just Compensation for the LOCAL PUBLIC AGENCY' signature.

- xiv. In estimating just compensation for the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- xv. The Review Appraiser shall conform with statutory and judicial determinations regarding noncompensable items.
- xvi. At the request of the LOCAL PUBLIC AGENCY the Review Appraiser agrees to update reports for one year after the initial completion of the report and/or testify in court on behalf of the LOCAL PUBLIC AGENCY on any of the parcels described herein.
- xvii. All information contained in the review appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to insure that no one divulges any information concerning the report except to a duly authorized representative of the LOCAL PUBLIC AGENCY, INDOT, and FHWA, until authorized in writing by the LOCAL PUBLIC AGENCY.
- xviii. Should the quality and/or progress of the review appraisals be deemed unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the

Review Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Review Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.

3. Buying

- i. RWS South, Incorporated shall provide a Buyer to perform the buying work covered by (Name of Firm or Individual(s)) this Agreement. The Buyer shall be a licensed real estate broker in the State of Indiana.
- ii. No work by the Buyer shall be sublet, assigned or otherwise performed by someone other than the Buyer.
- iii. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
- iv. The Buyer shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Land or Easement Offer Letter shall be given each parcel owner or sent by certified mail with return receipt requested.
- v. Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement and summary of the basis for the amount, which has been established as just compensation for the proposed acquisition.
- vi. The Buyer shall perform the services under this Agreement in compliance with State and Federal regulations as follows:
 - Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation,
 - No later than the first contact where the offer is discussed, the Buyer shall give the owner the brochure How Land Is Purchased for the Highways describing the land acquisition process and the owner's rights, privileges and obligations,

- The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by the LOCAL PUBLIC AGENCY and INDOT,
- A revised offer and summary statement of just compensation shall be provided the owner if:
 - The extent of the taking is revised, OR,
 - The Review Appraiser revises the approved estimate of just compensation.
- The Buyer shall maintain adequate records to include a report for each parcel containing but not limited to:
 - The date and place of contact,
 - Parties of interest contacted,
 - Offer made,
 - Counter-offer or reasons offer was not accepted,
 - The report must be signed and dated by the Buyer, and initialed by the person contacted.
- The property owner will be given a copy of the report on each contact,
- When attempts to buy are successful a signed statement is to be prepared by the Buyer to the effect that:
 - The written offer embodies all considerations agreed to by the property owner,
 - The Buyer understands the acquired property is for use in connection with a Federal-Aid project,
 - The Buyer has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property,
 - The agreement was reached without coercion of any type.
- When attempts to buy are unsuccessful the Buyer shall record his recommendation for action and submit it to the LOCAL PUBLIC AGENCY.

- The recommendation shall consider administrative settlement, including the amount of settlement and reasons for a settlement,
 - Otherwise, a condemnation report shall be filled-out and submitted.
- vii. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to insure that no one divulges any of this information to anyone other than a duly authorized representative of the LOCAL PUBLIC AGENCY, INDOT, or FHWA unless authorized in writing by the LOCAL PUBLIC AGENCY.
- viii. Should the quality and/or progress of the buying be deemed unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Buyer to the date of termination. All work, completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.

O. Services to be Supplemented at a later time

The following services will become necessary as the project advances. At this point it is not possible to determine the scope to these services. When the project reaches the appropriate stage that the required information is available, the agreement will be supplemented.

1. Section 106 Documentation of Memorandum of Agreement (MOA)
2. Wetland Mitigation Design and Monitoring

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY**

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT and the LOCAL PUBLIC AGENCY.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project, including but not limited to the following:
 - a. Aerial photographs of the area included in the drainage area to be studied
 - b. Plat maps showing right-of-way, property lines and any easements within the drainage area to be studied.
3. Legal Services needed for the CONSULTANT to fulfill his obligations under this agreement.
4. Provide access to all properties for the survey and design personnel to conduct field investigations. Access to all properties for any necessary soil investigations, right-of-way staking, and appraisals will be secured.
5. Obtain the right-of-way or right-of-entry to the property required to construct the project.
6. Transcript of any Public Hearing to be held by the LOCAL PUBLIC AGENCY.
7. Criteria for design and details for signs, signals, highway and structures such as grades, curves, sight distances, clearances, design loadings, etc.,
8. Specifications and standard drawings applicable to the project.
9. All written views pertinent to the location and environmental studies that are received by the LOCAL PUBLIC AGENCY.
10. The LOCAL PUBLIC AGENCY shall make all payments due the Property Owner.
11. Recording of all transfer documents after the parcel is secured.
12. Copies of recorded transfer documents for all secured parcels and copies of the court documents for all condemned parcels.
13. Available data from the transportation planning process including updated turning movements.
14. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities governing

the location of signals and underground conduits throughout the affected areas.

15. Existing ambient air quality data available from the State and Local Air Pollution Control Agency.
16. Existing water quality data.
17. Ambient noise measurements and computer noise analyses.
18. Obtain Drainage Board approval, if applicable.

APPENDIX "C"**SCHEDULE**

All work by the CONSULTANT under this AGREEMENT shall be completed and delivered to the LOCAL PUBLIC AGENCY no later than 720 days after the notice to proceed by the LOCAL PUBLIC AGENCY, exclusive of review time by the LOCAL PUBLIC AGENCY and the INDIANA DEPARTMENT OF TRANSPORTATION.

For the purpose of contract control, the work will be submitted by the CONSULTANT to the LOCAL PUBLIC AGENCY and the INDIANA DEPARTMENT OF TRANSPORTATION for review and approval within the following approximate time periods:

ESTIMATED DESIGN TIME SCHEDULE

TASK	CALENDAR DAYS EXCLUDING INDOT/LPA REVIEW
Conduct Field Survey	30
Preliminary Plotting	30
Hydraulic Study	40
Structure Size & Type Plans	60
Field Check Plans	60
Design Hearing Plans	30
Design Approval	30
Field Check Prints	90
Tracings	30
Total *	400

* Total time exclusive of LOCAL PUBLIC AGENCY and INDOT review time.

ESTIMATED LAND ACQUISITION TIME SCHEDULE

TASK	CALENDAR DAYS EXCLUDING INDOT/LPA REVIEW
Right-of-Way Engineering Documentation	90
Appraisal Problem Analysis Report	25
Right-of-Way Staking	25
Appraisal Documentation	40
Review Appraisal Documentation	20
Buying Documentation	120
Total *	320

* Total time exclusive of LOCAL PUBLIC AGENCY and INDOT review time.

Title updates and issuance of title insurance, if required, shall be at the time of each parcel's acquisition.

APPENDIX "D"**COMPENSATION****A. AMOUNT OF PAYMENT**

The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$206,600.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

B. AMOUNT OF PAYMENT -- DESIGN

1. The CONSULTANT shall be paid for the work performed under this Agreement, on a lump sum basis in accordance with the following schedule:

a. Field Survey	<u>\$21,000.00</u>
b. Hydraulic Analysis	<u>10,000.00</u>
c. Bridge Design	<u>63,300.00</u>
d. Categorical Exclusion	<u>18,000.00</u>
e. Design Summary Report/Public Involvement	<u>8,400.00</u>
f. Permitting	<u>11,600.00</u>
g. Utility Coordination	<u>7,500.00</u>

2. The CONSULTANT shall receive as payment for the work performed under item K. and L. in Appendix "A" the total fee not to exceed \$20,000.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

C. AMOUNT OF PAYMENT -- LAND ACQUISITION

1. The CONSULTANT shall receive as payment for the Right-of-Way Engineering work performed under Section M. of Appendix "A" of this Agreement based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

	<u>Quantity</u>		<u>Unit Price</u>	<u>Subtotal</u>
a. Right-of-Way Plans & Project Management	<u>1</u>	LSUM @	\$3,971.00	<u>\$3,971.00</u>
b. Permanent & Temporary-Only Legal Descriptions	<u>4</u>	Each @	\$433.00	<u>\$1,732.00</u>
c. Additional Permanent & Temporary Legal Descriptions	<u>2</u>	Each @	\$252.00	<u>\$ 504.00</u>
d. Transfer Documents	<u>5</u>	Each @	\$87.00	<u>\$ 435.00</u>
e. Right-of-Way Parcel Plats	<u>4</u>	Parcels @	\$398.00	<u>\$1,592.00</u>
f. Right-of-Way Staking	<u>4</u>	Parcels @	\$437.00	<u>\$1,748.00</u>
g. Title Search – Parcel 1	<u>1</u>	Each @	\$400.00	<u>\$ 400.00</u>
h. Title Search – Parcel 2	<u>1</u>	Each @	\$400.00	<u>\$ 400.00</u>
i. Title Search – Parcel 3	<u>1</u>	Each @	\$400.00	<u>\$ 400.00</u>
j. Title Search – Parcel 4	<u>1</u>	Each @	\$400.00	<u>\$ 400.00</u>
k. Minimal Title Search	<u>1</u>	Each @	\$100.00	<u>\$ 100.00</u>
l. Title Updates	<u>4</u>	Each @	\$100.00	<u>\$ 400.00</u>
m. Appraisal Problem Analysis	<u>4</u>	Parcels @	\$195.00	<u>\$ 780.00</u>
		<u>TOTAL</u>		<u>\$12,862.00</u>

2. The CONSULTANT will be paid for the Right-of-Way Management and Supervision work performed under Section N. of Appendix "A" of this Agreement a lump sum fee of \$4,495.00 which shall include up to one (1) "Minor Revision" and up to zero (0) "Re-Staked Parcels."
3. The CONSULTANT will be paid for "Revising and Re-Staking" work performed beyond the limits cited above in Section C.2. of this Appendix "D" pursuant to the following:
 - a. Additional "Minor Revisions"
 Estimated one (1) "Minor Revisions" @ \$250.00/EA.....= \$250.00
 - b. Additional "Re-Staked Parcels"
 Estimated one (1) "Re-Staked Parcels" @ \$650.00/PARCEL...= \$650.00

4. The CONSULTANT will be paid for the work performed under Sections N. of Appendix "A" of this Agreement, except as provided for above in Section C.3. of this Appendix "D", in accordance with the following schedule:

	PARCEL OWNER	APPRAISAL TYPE	APPRAISAL FEE	REVIEW APPRAISAL	BUYING FEE	RELO. ASSIST.	PROPERTY MGMT.
1	Parcel #1	Long Form	\$3,000	\$1,350.00	\$1,540	\$00	\$00
2	Parcel #2	Long Form	3,000	1,350.00	1,540	00	00
3	Parcel #3	Long Form	3,000	1,350.00	1,540	00	00
4	Parcel #4	Long Form	3,000	1,350.00	1,540	00	00
		SUBTOTALS	<u>\$12,000</u>	<u>\$5,400</u>	<u>\$6,160</u>	<u>\$0</u>	<u>\$0</u>

5. The amount of \$41,817.00, determined by Sections C.1., C.2., C.3., and C.4. of this Appendix "D", does not include the costs that will be incurred for unforeseen expenses (e.g. parcels added to the project, etc.). Therefore the amount of final compensation will be adjusted according to the actual units of work performed and expenses incurred, and shall not exceed \$46,800.00.
6. In consideration for condemnation proceedings the LOCAL PUBLIC AGENCY agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, and Buyer on a daily basis (or on a pro-rata basis for less than an eight-hour day) the following sums:

	Pre-Trial Conference And Preparation:	Expert Witness Testimony In Court:
Right-of-Way Manager	\$800/Day	\$800/Day
Appraiser	\$800/Day	\$800/Day
Review Appraiser	\$800/Day	\$800/Day
Buyer	\$800/Day	\$800/Day

D. METHOD OF PAYMENT

1. For Section B. and Section C. of Appendix "D" of this Agreement, progress payments shall be made to the CONSULTANT in proportion to services completed. Payments for services completed shall be based on an invoice submitted to the LOCAL PUBLIC AGENCY not

more than once per month. The final payment shall be due the CONSULTANT upon acceptance of the completed activities by the LOCAL PUBLIC AGENCY.

2. The LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT for Additional "Minor Revisions" pursuant to Section C.3.a. of this Appendix "D" and for Additional "Re-Staked Parcels" pursuant to Section C.3.b. of this Appendix "D" and for Additional work for Condemnation Proceedings pursuant to Section C.6. of this Appendix "D" (fee justifications shall be provided by the CONSULTANT at the request of the LOCAL PUBLIC AGENCY). However, if the LOCAL PUBLIC AGENCY believes the Additional Work is beyond the scope of this contract, then a Supplemental Agreement may be requested.
3. Should the scope of the work be modified or this Agreement terminated for any reason, reimbursement will be paid to the CONSULTANT for all work performed up to the date of termination.
4. Payments shall be due to the CONSULTANT within thirty (30) calendar days after receipt of the invoice by the LOCAL PUBLIC AGENCY.

Order#27 – Agenda #26

In the Matter of L.C. Highway – Agreement with RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #278, Parish Avenue over Brown Ditch in an amount not to exceed \$16,260.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #278, Parish Avenue over Brown Ditch in an amount not to exceed \$16,260.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into June 21, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and RQAW CORPORATION OF INDIANAPOLIS, INDIANA, (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for performing engineering services for REHABILITATION OF LAKE COUNTY BRIDGE NO. 278, PARRISH AVENUE OVER BROWN DITCH, as detailed in Appendix "A".

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

NOW, THEREFORE, the parties have hereto agreed that said CONSULTANT shall provide the services and documents described hereinbefore and hereinafter described, in relation to the following described project(s):

REHABILITATION OF LAKE COUNTY BRIDGE NO. 278
PARRISH AVENUE OVER BROWN DITCH

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

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The Consultant shall not begin work prior to the date of the notice to proceed.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V: GENERAL PROVISIONS

1. Work Office:

The CONSULTANT shall perform the work under this Agreement at the following office(s): RQAW Corporation, 4755 Kingsway Drive, Suite 400, Indianapolis, Indiana 46205.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment:

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment:

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents:

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LOCAL PUBLIC AGENCY. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the of the LOCAL PUBLIC AGENCY,

shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records:

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred, and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws:

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting of behalf of either, that he or they will comply with any and all State, Federal and Local statutes, ordinances, and regulations, and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities:

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT

shall, without additional compensation, correct or revise any errors or deficiencies in its design, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

- B. Neither the LOCAL PUBLIC AGENCY'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 LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc., prepared by the CONSULTANT) selected by the contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor's performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

9. Status of Claims:

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

10. Workman's Compensation:

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or his subcontractors. The CONSULTANT shall not be given notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall provide the LOCAL PUBLIC AGENCY with certificates showing that the required insurance is maintained. The certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may, at its option, terminate this Agreement, and no further compensation shall in such case be made to the CONSUTLANT.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive Policies and Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury

Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.

- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports:

The CONSULTANT shall submit a progress report to the LOCAL PUBLIC AGENCY by the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work:

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LOCAL PUBLIC AGENCY, subject to the CONSULTANT'S approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

13. Delays and Extensions:

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY, in the exercise of its honest and reasonable judgment, it being

understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination:

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the specified times hereinbefore specified or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice, or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT with said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may, by any method it deems to be necessary, designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- C. In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then in that event the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination:

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, 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 or age. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation Regulations which follows:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation, 49 CFR 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 Agreement.
2. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the regulations.

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3. Solicitations for Subcontracts, 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 equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the regulations relative to non-discrimination.
 4. Information and Reports: The CONSULTANT will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such regulations or directives. 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 LOCAL PUBLIC AGENCY, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Non-Compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT will 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 will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees:

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party as the case may be, insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet, or transfer its interests in this Agreement without the consent of the other.

17. Disadvantaged Business Enterprise Program:

A. General:

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract, or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor:
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.
 - b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

3. As part of the CONSULTANT'S equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions:

The following definitions apply to this section:

1. "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
4. "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts:

1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBE's as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
3. In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C. 1. and C. 2. of this section shall be performed.
4. No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C. 1. and C. 2 of this section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Actions:

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

1. Designate a liaison officer who will administer the CONSULTANT'S Disadvantaged Business Enterprise program.
2. Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
3. Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.

4. Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT'S Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals:

1. The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

F. DBE Program:

Unless otherwise specified in this Agreement, the DBE program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal-Aid Contracts:

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1 352, Title 31, U. S. Code.

The CONSULTANT also agrees by signing this Agreement 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 subrecipients 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.

19. Supplements:

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
RQAW Corporation

LOCAL PUBLIC AGENCY
Board of Commissioners, Lake County

By: Richard T. O'Connor
Richard T. O'Connor
Senior Vice President

By: Roosevelt Allen Jr.
Roosevelt Allen Jr., District 1

By: Gerry J. Scheub
Gerry J. Scheub, District 2

ATTEST:
Thomas J. Helbing
Thomas J. Helbing
President

By: Frances DuPey
Frances DuPey, District 3

ATTEST:
Peggy H. Katona
Peggy H. Katona
Auditor
Approved as to Legality and Form

Mark Thiros
Mark Thiros
Attorney for Highway Department

APPENDIX "A"Services by CONSULTANT:

1. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost for the project, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials, "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for the preliminary plan submission, and no further work shall be done on the plans, unless and until specifically directed by the OWNER.
2. Following approval of the preliminary plans and notification from the OWNER, the CONSULTANT shall prepare final contract plans, special provisions for the specifications and final cost estimates for the construction.
3. The cost estimate for construction shall be prepared according to the current practices for INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare details plans. The unit prices to be used shall be in accordance with the methods used by INDOT.
4. The CONSULTANT shall attend such conferences with the officials of the OWNER and other interested agencies as may be required in connection with the work.
5. Upon completion and final approval of the work by the OWNER, the CONSULTANT shall deliver to the OWNER the following:
 - A. One (1) set of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets.
 - B. One (1) set of special provisions for the specifications.
 - C. One (1) copy of the construction cost estimate.
 - D. One (1) copy of all design computations, indexes, paged and bound.
 - E. One (1) copy of all survey field notes for all surveys the CONSULTANT has performed on the project.

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6. The responsible registrant shall affix his/her seal to all plans, specifications and reports.

APPENDIX "B"**Information and Services to be Furnished by LOCAL PUBLIC AGENCY:**

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Criteria for design and details for items such as grades, curves, sight distances, clearance, design loading, etc.
2. Specifications and standard drawings applicable to the project.
3. All written views pertinent to the location and environmental studies that are received by the LOCAL PUBLIC AGENCY.
4. Traffic assignments or estimated traffic assignments.
5. Available data from the transportation planning process.
6. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities and underground conduits throughout the affected areas.
7. Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform work under this Agreement.
8. All legal services as may be required for the development of the project.

APPENDIX "C"**Schedule:**

The CONSULTANT will be prepared to begin the work under this Agreement immediately after a Letter of Notification to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver to the LOCAL PUBLIC AGENCY:

1. Survey 30 days after Notice to Proceed.
2. Preliminary Plans 90 days after Notice to Proceed.
3. Final Plans 120 days after approval of Preliminary Plans.

APPENDIX "D"

Compensation:

Amount of Payment:

The CONSULTANT will receive as payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

1. The total compensation for this Agreement shall not exceed \$16,260.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. A breakdown of the estimated costs for the project follows this Appendix "D".

Method of Payment:

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. Should the scope of work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the fixed fee to be paid shall be negotiated between parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement.

Order#28 – Agenda #27

In the Matter of L.C. Highway – Agreement with RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #47, Belshaw Road over Bruce Ditch in an amount not to exceed \$46,062.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #47, Belshaw Road over Bruce Ditch in an amount not to exceed \$46,062.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into June 21, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and RQAW CORPORATION OF INDIANAPOLIS, INDIANA, (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for performing engineering services for REHABILITATION OF LAKE COUNTY BRIDGE NO. 47, BELSHAW ROAD OVER BRUCE DITCH, as detailed in Appendix "A".

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

NOW, THEREFORE, the parties have hereto agreed that said CONSULTANT shall provide the services and documents described hereinbefore and hereinafter described, in relation to the following described project(s):

REHABILITATION OF LAKE COUNTY BRIDGE NO. 47
BELSHAW ROAD OVER BRUCE DITCH

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

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The Consultant shall not begin work prior to the date of the notice to proceed.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V: GENERAL PROVISIONS

1. Work Office:

The CONSULTANT shall perform the work under this Agreement at the following office(s): RQAW Corporation, 4755 Kingsway Drive, Suite 400, Indianapolis, Indiana 46205.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment:

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment:

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents:

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LOCAL PUBLIC AGENCY. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the of the LOCAL PUBLIC AGENCY,

shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records:

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred, and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws:

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting of behalf of either, that he or they will comply with any and all State, Federal and Local statutes, ordinances, and regulations, and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities:

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT

shall, without additional compensation, correct or revise any errors or deficiencies in its design, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

- B. Neither the LOCAL PUBLIC AGENCY'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 LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc., prepared by the CONSULTANT) selected by the contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor's performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

9. Status of Claims:

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

10. Workman's Compensation:

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or his subcontractors. The CONSULTANT shall not be given notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall provide the LOCAL PUBLIC AGENCY with certificates showing that the required insurance is maintained. The certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may, at its option, terminate this Agreement, and no further compensation shall in such case be made to the CONSUTLANT.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive Policies and Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury

Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.

- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports:

The CONSULTANT shall submit a progress report to the LOCAL PUBLIC AGENCY by the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work:

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LOCAL PUBLIC AGENCY, subject to the CONSULTANT'S approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

13. Delays and Extensions:

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY, in the exercise of its honest and reasonable judgment, it being

understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination:

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the specified times hereinbefore specified or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice, or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT with said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may, by any method it deems to be necessary, designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- C. In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then in that event the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination:

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, 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 or age. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation Regulations which follows:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation, 49 CFR 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 Agreement.
2. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the regulations.

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3. Solicitations for Subcontracts, 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 equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the regulations relative to non-discrimination.
 4. Information and Reports: The CONSULTANT will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such regulations or directives. 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 LOCAL PUBLIC AGENCY, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Non-Compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT will 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 will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees:

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party as the case may be, insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet, or transfer its interests in this Agreement without the consent of the other.

17. Disadvantaged Business Enterprise Program:

A. General:

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract, or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor:
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.
 - b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

3. As part of the CONSULTANT'S equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions:

The following definitions apply to this section:

1. "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
4. "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts:

1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBE's as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
3. In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C. 1. and C. 2. of this section shall be performed.
4. No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C. 1. and C. 2 of this section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Actions:

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

1. Designate a liaison officer who will administer the CONSULTANT'S Disadvantaged Business Enterprise program.
2. Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
3. Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.

4. Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT'S Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals:

1. The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

F. DBE Program:

Unless otherwise specified in this Agreement, the DBE program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal-Aid Contracts:

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1 352, Title 31, U. S. Code.

The CONSULTANT also agrees by signing this Agreement 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 subrecipients 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.

19. Supplements:

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
RQAW Corporation

LOCAL PUBLIC AGENCY
Board of Commissioners, Lake County

By: Richard T. O'Connor
Richard T. O'Connor
Senior Vice President

By: Roosevelt Allen Jr.
Roosevelt Allen Jr., District 1

By: Gerry J. Scheub
Gerry J. Scheub, District 2

ATTEST:
Thomas J. Helbing
Thomas J. Helbing
President

By: Frances DuPey
Frances DuPey, District 3

ATTEST:
Peggy H. Katona
Peggy H. Katona
Auditor
Approved as to Legality and Form

Mark Thiros
Mark Thiros
Attorney for Highway Department

APPENDIX "A"Services by CONSULTANT:

1. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost for the project, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials, "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for the preliminary plan submission, and no further work shall be done on the plans, unless and until specifically directed by the OWNER.
2. Following approval of the preliminary plans and notification from the OWNER, the CONSULTANT shall prepare final contract plans, special provisions for the specifications and final cost estimates for the construction.
3. The cost estimate for construction shall be prepared according to the current practices for INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare details plans. The unit prices to be used shall be in accordance with the methods used by INDOT.
4. The CONSULTANT shall attend such conferences with the officials of the OWNER and other interested agencies as may be required in connection with the work.
5. Upon completion and final approval of the work by the OWNER, the CONSULTANT shall deliver to the OWNER the following:
 - A. One (1) set of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets.
 - B. One (1) set of special provisions for the specifications.
 - C. One (1) copy of the construction cost estimate.
 - D. One (1) copy of all design computations, indexes, paged and bound.
 - E. One (1) copy of all survey field notes for all surveys the CONSULTANT has performed on the project.

6. The responsible registrant shall affix his/her seal to all plans, specifications and reports.

APPENDIX "B"**Information and Services to be Furnished by LOCAL PUBLIC AGENCY:**

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Criteria for design and details for items such as grades, curves, sight distances, clearance, design loading, etc.
2. Specifications and standard drawings applicable to the project.
3. All written views pertinent to the location and environmental studies that are received by the LOCAL PUBLIC AGENCY.
4. Traffic assignments or estimated traffic assignments.
5. Available data from the transportation planning process.
6. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities and underground conduits throughout the affected areas.
7. Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform work under this Agreement.
8. All legal services as may be required for the development of the project.

APPENDIX "C"**Schedule:**

The CONSULTANT will be prepared to begin the work under this Agreement immediately after a Letter of Notification to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver to the LOCAL PUBLIC AGENCY:

1. Survey 30 days after Notice to Proceed.
2. Preliminary Plans 90 days after Notice to Proceed.
3. Final Plans 120 days after approval of Preliminary Plans.

APPENDIX "D"Compensation:

Amount of Payment:

The CONSULTANT will receive as payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

1. The total compensation for this Agreement shall not exceed \$46,062.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. A breakdown of the estimated costs for the project is as follows:
 - a. Survey: \$ 2,560.00
 - b. Bridge Design & Plans \$29,890.00
 - c. Bridge Hydraulics \$ 7,890.00
 - d. Geotechnical Evaluation \$ 5,722.00

The SUBCONSULTANT for the geotechnical investigation will be CTL Engineering of Indiana, Inc. All other work listed above will be performed by the CONSULTANT. Fee schedules for the above have been provided after this Appendix "D".

Method of Payment:

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. Should the scope of work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the fixed fee to be paid shall be negotiated between parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement.

Order#29 – Agenda #28

In the Matter of L.C. Highway – Agreement with RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #259, 45th Avenue over Hart Ditch in an amount not to exceed \$21,100.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and RQAW Corporation of Indianapolis, Indiana to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #259, 45th Avenue over Hart Ditch in an amount not to exceed \$21,100.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into June 21, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and RQAW CORPORATION OF INDIANAPOLIS, INDIANA, (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for performing engineering services for REHABILITATION OF LAKE COUNTY BRIDGE NO. 259, 45th STREET OVER HART DITCH, as detailed in Appendix "A".

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

NOW, THEREFORE, the parties have hereto agreed that said CONSULTANT shall provide the services and documents described hereinbefore and hereinafter described, in relation to the following described project(s):

REHABILITATION OF LAKE COUNTY BRIDGE NO. 259
45th STREET OVER HART DITCH

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

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The Consultant shall not begin work prior to the date of the notice to proceed.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V: GENERAL PROVISIONS

1. Work Office:

The CONSULTANT shall perform the work under this Agreement at the following office(s): RQAW Corporation, 4755 Kingsway Drive, Suite 400, Indianapolis, Indiana 46205.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment:

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment:

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents:

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LOCAL PUBLIC AGENCY. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the of the LOCAL PUBLIC AGENCY,

shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records:

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred, and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws:

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting of behalf of either, that he or they will comply with any and all State, Federal and Local statutes, ordinances, and regulations, and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities:

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT

shall, without additional compensation, correct or revise any errors or deficiencies in its design, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

- B. Neither the LOCAL PUBLIC AGENCY'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 LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc., prepared by the CONSULTANT) selected by the contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor's performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

9. Status of Claims:

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

10. Workman's Compensation:

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or his subcontractors. The CONSULTANT shall not be given notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall provide the LOCAL PUBLIC AGENCY with certificates showing that the required insurance is maintained. The certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may, at its option, terminate this Agreement, and no further compensation shall in such case be made to the CONSUTLANT.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive Policies and Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury

Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.

- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports:

The CONSULTANT shall submit a progress report to the LOCAL PUBLIC AGENCY by the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work:

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LOCAL PUBLIC AGENCY, subject to the CONSULTANT'S approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

13. Delays and Extensions:

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY, in the exercise of its honest and reasonable judgment, it being

understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination:

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the specified times hereinbefore specified or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice, or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT with said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may, by any method it deems to be necessary, designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- C. In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then in that event the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination:

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, 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 or age. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation Regulations which follows:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation, 49 CFR 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 Agreement.
2. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the regulations.

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3. Solicitations for Subcontracts, 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 equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the regulations relative to non-discrimination.
 4. Information and Reports: The CONSULTANT will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such regulations or directives. 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 LOCAL PUBLIC AGENCY, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Non-Compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: The CONSULTANT will 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 will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees:

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party as the case may be, insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet, or transfer its interests in this Agreement without the consent of the other.

17. Disadvantaged Business Enterprise Program:

A. General:

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract, or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor:
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.
 - b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

3. As part of the CONSULTANT'S equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions:

The following definitions apply to this section:

1. "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
4. "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts:

1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBE's as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
3. In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C. 1. and C. 2. of this section shall be performed.
4. No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C. 1. and C. 2 of this section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Actions:

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

1. Designate a liaison officer who will administer the CONSULTANT'S Disadvantaged Business Enterprise program.
2. Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
3. Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.

4. Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT'S Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals:

1. The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

F. DBE Program:

Unless otherwise specified in this Agreement, the DBE program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal-Aid Contracts:

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1 352, Title 31, U. S. Code.

The CONSULTANT also agrees by signing this Agreement 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 subrecipients 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.

19. Supplements:

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
RQAW Corporation

LOCAL PUBLIC AGENCY
Board of Commissioners, Lake County

By: Richard T. O'Connor
Richard T. O'Connor
Senior Vice President

By: Roosevelt Allen Jr.
Roosevelt Allen Jr., District 1

By: Gerry J. Scheub
Gerry J. Scheub, District 2

ATTEST:
Thomas J. Helbing
Thomas J. Helbing
President

By: Frances DuPey
Frances DuPey, District 3

ATTEST:
Peggy H. Katona
Peggy H. Katona
Auditor
Approved as to Legality and Form

Mark Thiros
Mark Thiros
Attorney for Highway Department

APPENDIX "A"**Services by CONSULTANT:**

1. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost for the project, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials, "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for the preliminary plan submission, and no further work shall be done on the plans, unless and until specifically directed by the OWNER.
2. Following approval of the preliminary plans and notification from the OWNER, the CONSULTANT shall prepare final contract plans, special provisions for the specifications and final cost estimates for the construction.
3. The cost estimate for construction shall be prepared according to the current practices for INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare details plans. The unit prices to be used shall be in accordance with the methods used by INDOT.
4. The CONSULTANT shall attend such conferences with the officials of the OWNER and other interested agencies as may be required in connection with the work.
5. Upon completion and final approval of the work by the OWNER, the CONSULTANT shall deliver to the OWNER the following:
 - A. One (1) set of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets.
 - B. One (1) set of special provisions for the specifications.
 - C. One (1) copy of the construction cost estimate.
 - D. One (1) copy of all design computations, indexes, paged and bound.
 - E. One (1) copy of all survey field notes for all surveys the CONSULTANT has performed on the project.

Page 1 of 2

6. The responsible registrant shall affix his/her seal to all plans, specifications and reports.

APPENDIX "B"**Information and Services to be Furnished by LOCAL PUBLIC AGENCY:**

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Criteria for design and details for items such as grades, curves, sight distances, clearance, design loading, etc.
2. Specifications and standard drawings applicable to the project.
3. All written views pertinent to the location and environmental studies that are received by the LOCAL PUBLIC AGENCY.
4. Traffic assignments or estimated traffic assignments.
5. Available data from the transportation planning process.
6. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities and underground conduits throughout the affected areas.
7. Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform work under this Agreement.
8. All legal services as may be required for the development of the project.

APPENDIX "C"**Schedule:**

The CONSULTANT will be prepared to begin the work under this Agreement immediately after a Letter of Notification to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver to the LOCAL PUBLIC AGENCY:

1. Survey 30 days after Notice to Proceed.
2. Preliminary Plans 90 days after Notice to Proceed.
3. Final Plans 120 days after approval of Preliminary Plans.

APPENDIX "D"**Compensation:****Amount of Payment:**

The CONSULTANT will receive as payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

1. The total compensation for this Agreement shall not exceed \$21,000.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. A breakdown of the estimated costs for the project follows this Appendix "D".

Method of Payment:

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. Should the scope of work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the fixed fee to be paid shall be negotiated between parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement.

Order#30 – Agenda #29

In the Matter of L.C. Highway – Agreement with Beam, Longest and Neff, LLC to provide Design Engineering Services for the Replacement of Lake County Bridge #306, Broad Street over Turkey Creek in an amount not to exceed \$176,300.00.

DuPey made a motion, seconded by Allen, to approve Agreement between the L.C. Highway and Beam, Longest and Neff, LLC to provide Design Engineering Services for the Replacement of Lake County Bridge #306, Broad Street over Turkey Creek in an amount not to exceed \$176,300.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of June, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Beam, Longest and Neff, L.L.C., hereinafter referred to as the 'CONSULTANT'.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for performing engineering services for Replacement of Lake County Bridge No. 306, Broad Street over Turkey Creek as detailed in Appendix "A".

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Replacement of Lake County Bridge No. 306, Broad Street over Turkey Creek

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

SECTION I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

SECTION IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 49 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V General Provisions1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office

Beam, Longest and Neff, L.L.C.
8126 Castleton Road
Indianapolis, Indiana 46250

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the locations of the offices where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part-time or other basis any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for

the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense. Full access to work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

6. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred, and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting

on behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the Consultant, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

9. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

10. Worker's Compensation

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days' written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Agreement, and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- A. Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless endorsement of the types herein specified, each with Bodily Injury Limits of Liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property.
- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports

The CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

13. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis, and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Subpart 31.2. The payment as made to the CONSULTANT shall be paid as the final payment in full settlement for his services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified or within such further extension or extensions of time as agreed upon,

the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- C. In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this Agreement 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, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. The CONSULTANT in the performance of the work under this AGREEMENT shall comply with the United States Department of Transportation Regulations which follow:

During the performance of the Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Regulations of the Department of

Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR 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 Agreement.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.
3. **Solicitations for Subcontractors, 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 equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to non-discrimination.
4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such Regulations or directives. 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 LOCAL PUBLIC AGENCY, 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 the Agreement, the

LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT will include the provision 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 will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party as the case may be, insofar as authorized by law, in respect to all covenants of the Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in the Agreement without the consent of the other.

17. Disadvantaged Business Enterprise Program

A. General

- 1) Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43 (a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
- 2) The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor.
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.
 - b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Federal assisted contracts.
- 3) As part of the CONSULTANT'S equal opportunity affirmative action program, it is required that the CONSULTANT take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.

B. Definitions

The following definitions apply to this section:

- 1) "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 15% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% owned by one or more socially owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 3) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
- 4) "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR, Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts

- 1) If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors prior to any subcontractual commitment.
- 2) The contracts made with potential disadvantaged business enterprise subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the FHWA when requested.

- 3) In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contracts covered under paragraph C.1 and C.2 of this Section shall be performed.
- 4) No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C.1 and C.2 of this Section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Actions

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

- 1) Designate a liaison officer who will administer the CONSULTANT'S Disadvantaged Business Enterprise program.
- 2) Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
- 3) Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.
- 4) Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT'S Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
- 5) Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in Subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals

- 1) The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

F. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal Aid Contracts

The CONSULTANT certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that he or she has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

The CONSULTANT also agrees by submitting his or her contract that he or she shall require that the language of this certification be included in all lower tier subcontractors which exceed \$100,000, and that such subrecipients shall certify and disclose accordingly. Any Person who fails to sign or file this require certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

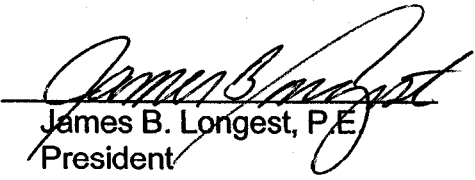
19. Supplements

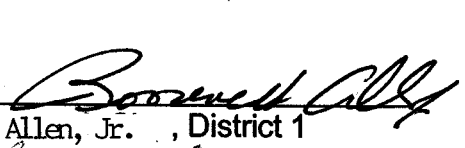
This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

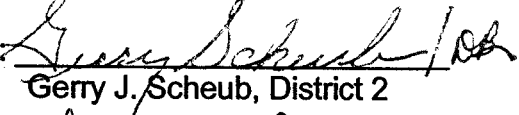
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

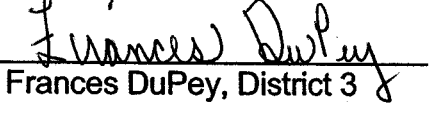
CONSULTANT:
Beam, Longest and Neff, L.L.C.

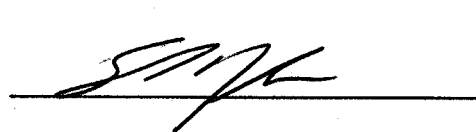
LOCAL PUBLIC AGENCY:
Board of Lake County Commissioners


BY: 
James B. Longest, P.E.
President

BY: 
Roosevelt Allen, Jr., District 1

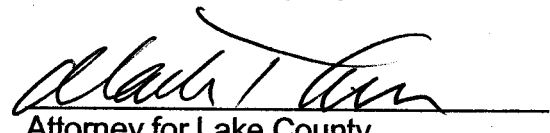
BY: 
Gerry J. Scheub, District 2

BY: 
Frances DuPey, District 3

ATTEST:


ATTEST:

Peggy H. Katona, Lake County Auditor

Approved as to Legality and Form


Attorney for Lake County
Mark Thiros

APPENDIX "A"**Services by Consultant**

The CONSULTANT's understanding of the Project is as follows:

The Project includes the replacement of an existing one span bridge with a new structure on the present alignment. It is anticipated that the new bridge will be a 60 foot spill slope structure or a precast three sided structure with a 36-foot clear roadway. The approaches will consist of two 12-foot through lanes with 6-foot shoulders. Thrie Beam railing will be utilized. A 55 mph design speed will be used for this project. It is anticipated that the approach reconstruction will extend approximately 500 feet to the south and 500 feet to the north of the bridge. It is anticipated that right-of-way will be necessary to construct this project.

The CONSULTANT shall provide the LOCAL PUBLIC AGENCY with the following Services:

1. Route Survey
 - 1.1 Perform the fieldwork as required for the route survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
 - 1.3 Prepare and record the route survey plat.
2. Environmental
 - 2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the list of Statewide Categorical Exclusions as per Section 23 CFR 771.117. Documentation as a CE includes those activities necessary to ensure that the Project is in compliance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.
 - 2.2 Ensure compliance with the INDOT public involvement process for federal-aid projects. The services include: advertise and document the opportunity for a public hearing; organize, schedule and hold one public hearing within the limits of the local jurisdiction (if necessary or as requested).
 - 2.3 Make preliminary investigations and develop a Design Summary in accordance with the INDOT "Procedural Manual for Preparing a Design Summary".
 - 2.4 The preparation of an Environmental Assessment/Finding Of No. Significant Impact (EA/FONSI), an Environmental Impact Statement (EIS), a Phase Ic archaeological subsurface reconnaissance, a Phase II hazardous materials site investigation, a hazardous materials remediation plan, wetland mitigation design or a finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act shall be considered a change in the scope of work and cause for a supplemental agreement.

3. Design

- 3.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.
- 3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.
- 3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.
- 3.4 Furnish a determination of all required right-of-way and to show same on plans.

4. Soils Investigation and Report

- 4.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.
- 4.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.

5. Right-of-Way Engineering

- 5.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.
- 5.2 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
- 5.3 Prepare transfer documents as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.
- 5.4 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry as required for the project.

6. Right-of-Way Services

- 6.1 Furnish personnel for right-of-way management, appraising, review appraising, appraisal problem analysis (APA) and owner negotiations as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.

7. General

- 7.1 Prepare applications and documents to assist the LOCAL PUBLIC AGENCY in obtaining permits as required from various governmental agencies.
- 7.2 Gather data, perform necessary field inspections and document the results in an Asbestos Inspection Report.
- 7.3 Coordinate with utilities and prepare utility reimbursement agreements (if necessary).

A-2

8. Meetings

- 8.1 Meet with the LOCAL PUBLIC AGENCY or its representatives, when requested or necessary for consultation or conference.
- 8.2 Attend pre-trial meetings and provide courtroom testimony if necessary for the Project.

APPENDIX "B"

Information and Services to be Furnished by Local Public Agency

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
4. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities, the location of signals and underground conduits throughout the affected areas.
5. Plans of existing structures within the Project limits, if available.
6. Available data from the transportation planning process, including traffic assignments and projections.
7. Criteria for the design and details for signs, signals, lighting, highways and structures, etc.
8. Specifications and standard drawings applicable to the Project.

APPENDIX "C"**Notice to Proceed and Schedule**

Unless otherwise directed by the LOCAL PUBLIC AGENCY, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

The Services by the CONSULTANT shall be completed within the following time periods, exclusive of review time by other agencies.

A. Field Survey

Field Survey within 45 calendar days after receipt of a notice to proceed.

B. Design

1. Hydraulic Review Plans within 90 calendar days after receipt of a notice to proceed.
2. Structure Size and Type Plans within 60 calendar days after approval of the Hydraulic Review Plans.
3. Preliminary Field Check Plans within 60 calendar days after approval of the Structure Size and Type Plans.
4. Design Hearing Plans within 60 calendar days after the Preliminary Field Check.
5. Preliminary Plans for Final Approval and Design Summary within 30 calendar days after the hearing requirements have been met.
6. Final Plans within 90 calendar days after design approval.
7. Final Tracings four (4) months prior to a scheduled letting.

C. Soils Investigation and Reports

Soils Investigation and Reports within 60 calendar days after the Preliminary Field Check.

D. Right-of-Way Engineering

Right-of-Way Engineering within 60 calendar days after design approval.

E. Right-of-Way Services

Right-of-Way Services within 270 calendar days after design approval. Right-of-way parcels requiring condemnation proceedings to acquire the parcel are not subject to the schedule in this paragraph.

APPENDIX "D"**Compensation**

The LOCAL PUBLIC AGENCY shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Items 1, 2 and 3, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a.	Appendix "A", Item 1, paragraphs 1.1 and 1.2 (Survey)	\$ 16,800.00 ✓
b.	Appendix "A", Item 1, paragraph 1.3 (Route Survey Plat)	\$ 2,100.00 ✓
c.	Appendix "A", Item 2 (Environmental)	\$ 25,000.00
d.	Appendix "A", Item 3 (Design)	\$ 57,600.00 ✓
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 4 (Soils Investigation and Report), on the basis of actual cost plus 10% with a not to exceed limit of fourteen thousand two hundred dollars (\$14,200.00). The CONSULTANT is to be compensated monthly.
3. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Right-of-Way Engineering) and Item 7 (Permits, Utilities and Asbestos Inspection) on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of thirty three thousand nine hundred dollars (\$33,900.00). The CONSULTANT is to be compensated monthly.
4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6 (Right-of-Way Services), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of twenty six thousand seven hundred dollars (\$26,700.00). Due to the nature of the Project, an exact fee cannot be determined; however, the CONSULTANT will contact the OWNER when 80% of the estimated fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.
5. Compensate the CONSULTANT for the Services under Appendix "A", Item 8 (Meetings and Testimony) and for additional services as requested in writing by the LOCAL PUBLIC AGENCY, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
6. Compensate the CONSULTANT for any work required due to changes in the proposed right-of-way as a result of property owner negotiations or at the request of the LOCAL PUBLIC AGENCY on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
7. Compensate the CONSULTANT for any Post Design Services provided on behalf of the LOCAL PUBLIC AGENCY on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). Post Design Services include but are not limited to inquiries from contractors, other consultants, other agencies and shop drawing review. Post Design Services also include any additional submissions of final tracings not due to the fault of the CONSULTANT.
8. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT.
9. A fee justification for lump sum fees for the Project follows Attachment "D-1".

ADD Order#31 – Agenda #29A

In the Matter of L.C. Highway – 2006-2007 Salt Purchase Joint Agreement by certain Lake County Municipalities.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway's 2006-2007 Salt Purchase Joint Agreement by certain Lake County Municipalities. Motion passed 3-0.

Municipality _____

JOINT AGREEMENT BY CERTAIN LAKE COUNTY MUNICIPALITIES

~~THIS JOINT AGREEMENT~~ made among the following municipalities of Lake County and Porter County, Indiana: Town of Cedar Lake, City of Crown Point, Town of Dyer, Town of Griffith, City of Hammond, Town of Highland, City of Hobart, Lake County Highway Department, Town of Lowell, Town of Schererville, Town of St. John, Town of Munster and the Lake Central School Corporation, Indiana to evidence the following agreements:

WHEREAS, each of the parties hereto is a municipality located in Lake County and Porter County, and

WHEREAS, each of the parties has the right to buy certain services and supplies, and desire to do so jointly; and

WHEREAS, the parties hereto believe that their joint purchase may result in economies that will benefit each of their municipalities; and

WHEREAS, I.C. 36-1-7 authorizes political subdivisions which include the parties hereto, to exercise jointly a power to purchase certain services and supplies.

NOW, THEREFORE, IT IS AGREED, by, between and among the parties hereto as follows:

1. AUTHORIZATION

Each of the parties hereto, by Ordinance or Resolution, have been authorized to enter into this written agreement.

2. DURATION

The duration of this agreement shall commence at such time as all parties hereto have authorized and approved this agreement, and said agreement shall terminate at the conclusion of the business day on April 30, 2007.

3. PURPOSE

The purpose of this agreement is to make a joint bid for the purchase and delivery of bulk highway salt to meet the estimated requirements of each of the parties hereto.

4. ADMINISTRATION OF THE AGREEMENT

- a. This agreement shall be administered by a joint board on which all parties to the agreement shall be represented by a person designated in the ordinance or resolution authorizing and approving this agreement.
- b. Action taken under this agreement shall be approved by not less than two-thirds of all the members of the joint board. Votes or other approving authority by members of the joint board may be made at meetings regularly called for such purpose or in a separate written approval.

5. METHODS OF OBTAINING BIDS

- a. The Town of Munster, for and on behalf of all parties hereto, shall provide for the invitation of bids in compliance with applicable statutes governing public bids. Such notice shall include a provision of the names of all parties hereto and the total estimate of tons of bulk salt to be purchased by all of the parties hereto.
- b. Upon receipt of bids, the representative of the Town of Munster shall deliver to all of the representative of the parties hereto copies of all of the bids and designate a time and place for a meeting to consider said bids and act upon them. Nothing herein is intended to require the parties hereto to accept any bid and the parties hereto, by a two-thirds vote, reserve the right to reject any and all bids.

6. SPECIFICATIONS

Prior to the notice for bids, the joint bid shall prepare specifications setting forth, among other things, the estimated total amount of tons of bulk highway salt for purchase, the delivery requirements, the payment provisions, and other matters which they deem relevant.

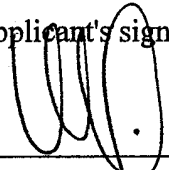
7. RECORDING AND FILING OF THIS AGREEMENT

Before it takes effect, this agreement shall be recorded with the Recorder of Lake County, Indiana, and within sixty (60) days, thereafter, shall be filed with the Indiana State Board of Accounts.

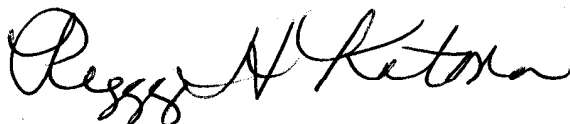
8. **GENERAL**

The joint Board, by the approval of two-thirds of all its' members, shall have the authority to implement and carry out the intent and purposes of this agreement, including the authority to sign all papers, documents and instruments which may be required or determined to be necessary to accomplish the same. This agreement has been signed by the executive officer of each of the municipalities who are parties hereto, and each such signature has been attested to by the Clerk of each said municipality. This agreement shall take effect on the date that the last one of said municipalities has authorized and approved it.

Applicant's signature



ATTEST:



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

 APPROVED DENIED _____

 APPROVED DENIED _____

_____ APPROVED _____ DENIED _____

DATE: 6-21-06

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS _____ DAY OF _____ 20____

Order#32 – Agenda #30

In the Matter of Contract for L.C. Jail – Food Products for the Third Quarter of 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Shop Rite Foods, 1413 S. Lake Park, Hobart, IN 46342 for Food Products for the Third Quarter of 2006 upon a motion by DuPey, seconded by Allen, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Food Products for the Third Quarter of 2006 for the L.C. Jail, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

SHOP RITE FOODS W/ Western Surety Company in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for FOOD PRODUCTS FOR THE THIRD QUARTER OF 2006 FOR THE LAKE CO. JAIL FOR \$219,934.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: June 21, 2006

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN JR.

SHOP RITE FOODS

Letter of Recommendation:

May 29, 2006

Board of Commissioners
Of the County of Lake
2293 North Main Street
Crown Point, IN 46307

Dear Commissioners

I have tabulated and reviewed the food bids for the third quarter of 2006.

The tabulations are indicated on the attached bid forms. I would like to recommend that the Board of Commissioners of the County of Lake award said bid to the following vendors, on the tabulation finding for each class.

SHOP RITE FOODS
1413 S. LAKE PARK
HOBART, IN 46342

We would like to recommend the bid for food in the amount of \$219,934.00

No other bids were received.

Thank you in advance for your consideration.

Sincerely,
Rogelio "Roy" Dominguez
Sheriff of Lake County Indiana

Sincerely,
Caren Jones
Warden of Lake County Jail

Order#33 – Agenda #31 & 32

In the Matter of Proposals: L.C. Jail – Bread and Dairy Products for the Third Quarter of 2006.

Scheub made a motion, seconded by DuPey, to accept the recommendation of the L.C. Sheriff to approve Interstate Brands Co. with \$29,864.00 for the Bread Products for the Third Quarter of 2006 and Clover Crest Dairy with \$24,063.30 for the Dairy Products for the Third Quarter of 2006. Motion passed 3-0.

Letter of Recommendation:

May 29, 2006

Board of Commissioners
Of the County of Lake
2293 North Main Street
Crown Point, IN 46307

Dear Commissioners

I have tabulated and reviewed the bread and dairy proposals for the third quarter of 2006.

The tabulations are indicated on the attached bread and dairy proposal forms. I would like to recommend that the Board of Commissioners of the County of Lake award said bid to the following vendors, on the tabulation finding for each class.

INTERSTATE BRANDS CO.
7225 SANTA FE DRIVE
HODGKINS, IL 60525

We would like to recommend the proposal for bread in the amount of \$29,864.00

CLOVER CREST DAIRY
1601 W. 37TH AVENUE
HOBART, IN 46342

We would like to recommend the proposal for dairy in the amount of \$24,063.30

Order#33 – Agenda #31 & 32 (Cont'd)

Thank you in advance for your consideration.

Sincerely,
Rogelio "Roy" Dominguez
Sheriff of Lake County Indiana

Sincerely,
Caren Jones
Warden of Lake County Jail

Order#34 – Agenda #33

In the Matter of L.C. Sheriff – Quotes for a Radiology Machine and Lease/Purchase Agreement.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Sheriff for the Quotes for a Radiology Machine and Lease/Purchase Agreement from the following vendors and ordered same to be returned by Wednesday, July 19, 2006 by 9:30 a.m. Motion passed 3-0.

Patterson Dental

Sullivan Shane Dental

Dental Health Products Inc.

Order#35 – Agenda #35-37

In the Matter of Proposals for Food, Bread, and Dairy Products for the Third Quarter of 2006 for the L.C. Juvenile Center.

This being the day, time and place for the receiving of proposals for Food, Bread, and Dairy Products for the Third Quarter of 2006 for the L.C. Juvenile Center, the following proposals were received:

FOOD

Shop Rite Foods	\$22,812.50
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BREAD

Alpha Baking Co., Inc. LaPorte	\$1,938.20
Interstate Brands Corp.	\$2,042.50

DAIRY

Pleasant View Dairy	\$2,119.95
Clover Crest Dairy	\$2,345.87

DuPey made a motion, seconded by Allen, to take the above proposals under advisement and refer to the L.C. Juvenile Center for tabulation and recommendation. Motion passed 3-0.

Order#36 – Agenda #38

In the Matter of L.C. Community Corrections – Contract with the State of Indiana for fiscal year 2006-2007 in the amount of \$1,752,731.00 and an award for the Community Transition Program of \$279,770.00 for a total of \$2,032,501.00.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Community Corrections and the State of Indiana for fiscal year 2006-2007 in the amount of \$1,752,731.00 and an award for the Community Transition Program of \$279,770.00 for a total of \$2,032,501.00. Motion passed 3-0.

GRANT AGREEMENT
LEVEL 1 AND 2

This agreement, entered into by and between the Indiana Department of Correction (hereinafter referred to as the "Department") and the Board of Commissioners and Auditor of *Lake County* (hereinafter referred to as the "Grantee"); is executed pursuant to the terms and conditions set forth herein and is executed pursuant to the provisions of Indiana Code IC 11-12-2-1. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of Agreement

The purpose of this agreement is to enable the Department to make a grant, under the provisions of IC 11-12-2 *et seq.*, from the State of Indiana's Community Corrections Grant Fund of *Two million, thirty two thousand, five hundred one Dollars (\$2,032,501.00)* to the Grantee named above, for eligible costs of the project as described in Exhibits A and B of this agreement. The grant shall be used exclusively in accordance with the provisions contained in this agreement and, in accordance with the Community Corrections Grant Act Procedural Manual (hereafter referred to as the Procedural Manual) in addition to the provisions of the Indiana Administrative Code, 210 IAC 2-1 *et seq.*

2. Term

This grant shall be effective for a period of one (1) year. It shall commence on July 1, 2006 and shall remain in effect through June 30, 2007 and shall encompass Fiscal Year (hereinafter referred to as FY) 2006/07.

3. Order of Precedence

Any inconsistency or ambiguity in this Grant shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Letters of Introduction/Grant Application (Exhibit A), (3) Budget Section (Exhibit B), Exhibit B consists of Sections C and D of the Grant Application, which make up the budget section, and (4) attachments prepared by the Department.

4. Design and Implementation of Project

The Grantee shall be solely responsible for the proper design and implementation of the project as described in Exhibits A and B attached hereto and incorporated by reference. Modification of its application shall require prior written approval of the Department.

A. Grantee agrees to implement those components of the Community Corrections Grant Program which have been approved for funding by Department as set forth in Grantee's application. Grantee's application constitutes and includes the Community Corrections Plan and application for financial aid formulated and approved, pursuant to statutory requirement, by the Community Corrections Advisory Board of the county. Said application and amended grant application(s) are incorporated by reference, made a part thereof and are attached as Exhibit A and B, in accordance with the provisions of IC 11-12-2-1, *et seq.*, and the Rules Promulgated thereunder and to the satisfaction of Department.

B. Grantee agrees that funds granted pursuant to this Agreement shall be expended in accordance with the approved budgeted line items as set forth in Exhibit B (Exhibit B consists of application sections C and D). However, the Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department.

C. Grantee agrees to establish a separate fund to be known as the "Community Corrections Grant Fund" for the purpose of receiving and disbursing funds pursuant to this Agreement. This fund shall be used only for funds received pursuant to this Agreement and shall not be co-mingled with any other funds received by the County Corrections Agency. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request. Grantee further agrees that project income (i.e. user fees or other income derived from the operation of a Community Corrections Program funded by a state grant) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department. A separate fund shall be established for project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

D. Grantee agrees to refund to the State of Indiana any funds from the grant not expended or encumbered in the approved performance of this Agreement.

E. Grantee agrees that any domiciliary care program shall be conducted in such a manner as to meet the standards promulgated by the Indiana Department of Health, the State Fire Marshal and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities so used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

F. The Advisory Board will assure that all programs involving residential care shall be governed by applicable licensing, inspection, and other supervisory requirements imposed by law.

G. The Advisory Board will assure that any programs of referral shall be required to meet all State and Federal licensing requirements.

H. The Advisory Board will assure that any court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference

I. The Advisory Board shall comply with all policies as outlined within the Department's Community Corrections Procedural Manual.

J. Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. Said annual report shall be submitted within thirty (30) days of the close of the fiscal year.

K. Grantee agrees to submit progress and other reports to Department in accordance with department procedures, rules and regulations and in formats prescribed by Department.

L. Grantee agrees to allow Department to inspect its program activities and examine the records of the Community Corrections Fund at reasonable times and intervals.

M. The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds. The Grantee further certifies that accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or

the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

N. Both parties agree that effective with the beginning date of this Agreement, mandatory charges, as defined by IC 11-12-2-9, shall be imposed upon Grantee pursuant to said statute for each person committed to Department for each day that such person is confined by Department and there is a Community Corrections Grant in force.

O. Both parties agree that recommendations made by Department's staff relative to the need for confinement of any individual is not a factor in the imposition of charges made pursuant to IC 11-12-2-9.

P. Grantee agrees to establish and maintain a Community Corrections Advisory Board (CCAB) pursuant to IC 11-12-2-2 and this agreement. A Community Corrections Advisory Board shall:

1. formulate the corrections plan, the application for financial aid, and the forensic diversion program plan specified at IC 11-12-3.7;
2. observe and coordinate the operation of community corrections programs in the county;
3. make an annual report to the county executive or in a county having a consolidated city, the city-county council, containing an evaluation of the effectiveness of programs receiving financial aid under IC 11-12 concerning compliance with the standards adopted by the Department under IC 11-12-2-5;
4. recommend to the county executive or, in a county having a consolidated city, the city-county council, the approval or disapproval of contracts with units of local government or non-governmental agencies that desire to participate in the community corrections plan;
5. review recommendations from the program director for utilization of user fees and determine the most appropriate use of same, subject to department approval;
6. ensure that programs receiving financial aid under IC 11-12-2 comply with the standards under IC 11-12-2-5;
7. adopt bylaws for the conduct of its own business;
8. hold a regular meeting at least one (1) time every three (3) months and at other times as needed to conduct all necessary business. Date of regular meetings shall be established at the first meeting of each year;
9. comply with the public meeting and notice requirements under IC 5-14-1.5;
10. conduct business in a manner established in the board bylaws;
11. cause written minutes of the meetings to be recorded;
12. provide the Department with a copy of the minutes by the tenth working day following the end of each quarter;
13. ensure that no individual board member or duly appointed designee is permitted by bylaw to cast more than one vote on any resolution or other matter to come before the board. The total number of votes shall not exceed the total number of board members (including designees) present at the time of vote.

Q. The Advisory Board agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

R. The Advisory Board agrees that the program shall implement and utilize evidence-based practice models. Such evidence-based practices must:

- Be based on the Principle for Effective Intervention assessment of actuarial risk/needs,
- Enhance intrinsic motivation, and
- Target intervention by gathering of relevant information on risk, needs, responsivity on offenders and identifying problems, reviewing relevant research, developing interventions based on offender characteristics and what relevant research says about intervening with such an offender, making appropriate referrals and placements and evaluating the placement.

5. Duties and Responsibilities of the Grantee

A. **Work to be Performed:** The Grantee shall perform or contract to have performed all work specified in its Grant Application, which is incorporated herein by reference, and under the terms of its approval by the Grantor. The Grantee guarantees the satisfactory performances of all such work. The terms of this Agreement of work may be modified only with written approval of the Grantor as provided in the Procedural Manual. In the event of any inconsistency between the provisions of this Agreement and anything contained in the application, then the provisions of this Agreement will prevail.

B. **Compliance with Approved Program and Laws:** The activities authorized by this Agreement shall be performed in compliance with: this Agreement; the conditions set forth in the Grant, the Community Corrections Grant Act; and all applicable Administrative Rules; the Procedural Manual; policy memoranda and other authority; and the directives of the Grantor. The Grantee acknowledges that this Agreement is subject to all requirements set forth herein. The Grantee further agrees that it will comply with all future requirements determined by the Grantor to be necessary, as well as all applicable state and federal laws and regulations. The Grantee expressly agrees to be solely responsible to insure that the use of monies received under this Agreement are in compliance with all federal, state and local statutes, rules, and other legal authority affecting the use of said monies.

C. **Reports, Records & Evaluations:** The Grantee agrees to submit to the Grantor such records and reports as may be required by the Grantor, including but not limited to the reports listed in the Community Correction Grant Act Procedural Manual. The Grantor may carry out monitoring and evaluation activities it deems appropriate. The Grantee will effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts. The Grantee will take all actions necessary to correct or cure any problems or deficiencies identified by the Grantor during its monitoring and evaluations.

D. **Special Reporting Requirements:** The Grantee shall continue to provide to the Grantor quarterly reports and other reports as may be required by the Grantor, to the Grantor until all objectives of the grant are achieved as specified and outlined in "Exhibit B". In the event that such reports are not submitted within the time frame allotted by the Grantor, the Grantor shall withhold authorization for reimbursement of expenditures until the deficiency is corrected.

6. Payment of Grant Funds by the Department

The payment of this Grant by the Department to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Grant must be fully executed.
- B. Department agrees to pay to Grantee a grant amount not to exceed the amount of the agreement provided that same shall be reduced in accordance with any charges made pursuant to IC 11-12-2-9, as amended, in the following manner:
 - 1. The grant shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears, as prescribed by Department pursuant to IC 11-12-2-9, as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department may not advance more than twenty-five percent (25%) of the amount of the grant. The Department shall only distribute those funds necessary to fund the Community Corrections plan.
- C. The per diem used in calculating any reduction in grant amount provided by IC 11-12-2-9 shall be calculated by the State Board of Accounts in accordance with the statute.
- D. All claims for payment hereunder shall be certified to the Department by the Auditor of the County.
- E. All grant payments shall be made payable to the Auditor of the County.

7. Project Budget and Budget Modification

The project budget is set forth as Exhibit B of this Grant. The Grantee shall not spend more than the amount for each line item, as described in Exhibit B, without the prior written consent of a duly authorized representative of the Department, nor shall the project costs funded by the grant and those funded by the local and/or private share be amended without the prior written consent of the Department.

8. Use of Grant Funds by Grantee

Grant funds received by the Grantee pursuant to this Grant shall be used only to institute an approved Community Correction Program permitted by Indiana Code 11-12-2, which project is described fully in Exhibit A.

9. Conflict of Interest

- A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

- 1. The individual executing this Grant;
- 2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
- 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- B. The Department may cancel this Grant Agreement without recourse by Grantee if any interested party is an employee of the State of Indiana.

- C. The Department will not exercise its right of cancellation under section B above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Grant Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of State employees. The Department may take action, including cancellation of this Grant Agreement consistent with an opinion of the Commission obtained under this section.
- D. Grantee has an affirmative obligation under this Grant Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

10. Access to Records

The Grantee and its subgrantees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement term, and for three (3) years from the date of final payment under this Agreement, for inspection by the Department, or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the Department if requested.

11. Compliance with Laws

- a. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant Agreement shall be reviewed by the Department and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- b. The Grantee shall abide by all ethical requirements that apply to persons who have a business relationship with the Department, as set forth in Indiana Code § 4-2-6 et seq., IC § 4-2-7 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee violates any applicable ethical standards, the Department may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC § 4-2-6 and IC § 4-2-7.
- c. The Grantee certifies by entering into this Grant Agreement, that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the Department.
- d. The Grantee warrants that it 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 Department of any such actions.

e. The Grantee and its sub-grantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of this Grant Agreement. Failure to do so is a material breach and grounds for immediate termination of this Grant Agreement.

f. The Grantee affirms that, if it is an entity described in IC title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

g. As required by IC 5-22-3-7:

(1) the Grantee and any principals of the Grantee certify that (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Grantee will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Grant, even if IC 24-4.7 is preempted by federal law.

12. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Grantee agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Agreement shall be the property of the Department. The Grantee shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the Department while such property is within the control and/or custody of the Grantee. The Grantee hereby specifically waives and/or releases to the Department any cognizable property right of the Grantee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

13. Confidentiality of Department Information

The Grantee understands and agrees that data, materials, and information disclosed to Grantee may contain confidential and protected data. Therefore, the Grantee promises and assures that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Agreement, will not be disclosed to others or discussed with third parties without the prior written consent of the Department.

14. Continuity of Services

The Grantee recognizes that the service(s) to be performed under this Agreement are vital to the Department and must be continued without interruption and that, upon Agreement expiration, a successor, either the Department or another grantee, may continue them. The Grantee agrees to: Furnish phase-in training, and Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Grantee shall, upon the Department's written notice:
Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires, and

Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Department's approval. The Grantee shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

The Grantee shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Grantee also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Grantee shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Grantee shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after agreement expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

16. Default by Department

If the Department, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Agreement, then the Grantee may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.

17. Disputes

A. Should any disputes arise with respect to this Agreement, Grantee and the Department agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Department or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the Department for such costs. If the Department and the Grantee cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the

Department within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The Department may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Department to the Grantee of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Grantee to terminate this Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Employment Option

If the Department determines that it would be in the Department's best interest to hire an employee of the Grantee, the Grantee will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the Department or the employee.

19. Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

20. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification

The Grantee agrees to indemnify, defend, and hold harmless the Department, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its sub-grantees, if any, in the performance of this Grant Agreement. The Department shall not provide such indemnification to the Grantee.

22. Licensing Standards

The parties agree that Grantee and its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Agreement. The Department shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subgrantees are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Grantee shall

notify Department immediately and the Department, at its option, may immediately terminate this Agreement.

23. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to agreement performance by the Grantee, without the prior written consent of the Department, is prohibited. During the performance of this Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the Department and used to develop or assist in the services provided herein while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. Full, immediate, and unrestricted access to the work product of the Grantee during the term of this Agreement shall be available to the Department.

24. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

25. Penalties/Interest/Attorney's Fees

The Department 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, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

26. Progress Reports

The Grantee shall submit progress reports to the Department upon request. The report shall be oral, unless the Department, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the Department that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

27. Severability

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

28. Substantial Performance

This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

29. Successors and Assignees

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Agreement. Except as above set forth, the Grantee shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State of Indiana.

30. Taxes

The State of Indiana is exempt from state, federal, and local taxes. The Department will not be responsible for any taxes levied on the Grantee as a result of this Agreement.

31. Eligibility for Funding

To remain eligible for financial aid, the Grantee must comply with its community corrections plan and the rules and minimum standards adopted by the Department under IC 11-12-2-5. If the Commissioner of the Department determines that there are reasonable grounds to believe that the Grantee is not complying with its plan, the rules, or the minimum standards, he shall, after giving at least thirty (30) days written notice to the board of county commissioners or city-county council, the community corrections advisory board, and the chief administrator of the program, conduct a hearing under IC 4-21.5-3 to ascertain whether compliance has been achieved. Upon a finding of non-compliance, the Commissioner may suspend any part of the financial aid until compliance is achieved.

32. Termination for Convenience

This Grant Agreement may be terminated, in whole or in part, by the Department whenever, for any reason, the Department determines that such termination is in the best interest of the Department. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of work on the Project properly done prior to the effective date of termination. The Department will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

33. Termination for Default

With the provision of thirty (30) days notice to the Grantee, the Department may terminate this Agreement in whole or in part, if the Grantee fails to:

Correct or cure any breach of this Agreement;
Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
Make progress so as to endanger performance of this Agreement; or
Perform any of the other provisions of this Agreement.

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

The Department shall pay the agreement price for completed supplies delivered and services accepted. The Grantee and the Department shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the

property. Failure to agree will be a dispute under the Disputes clause. The Department may withhold from these amounts any sum the Department determines to be necessary to protect the Department against loss because of outstanding liens or claims of former lien holders.

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

34. Waiver of Rights

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

35. Work Standards

The Grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Department becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Department may request in writing the replacement of any or all such individuals, and Grantee shall grant such request.

36. Drug-Free Workplace Certification

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to the Department within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant or agreement as part of the Grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the Department within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

37. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a grant, the grant shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

38. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee and any Sub-Grantees shall not discriminate against any employee or applicant for employment in the performance of this Grant Agreement. The Grantee shall not discriminate with respect to the 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 or ancestry. Breach of this covenant may be regarded as a material breach of this Grant Agreement. Acceptance of this Grant Agreement 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.

39. Statutory Authority of Grantee

If the Grantee in this Grant is a qualified entity under Indiana Code 11-12-1 *et seq.* expressly warrants to the Grantor that it is statutorily eligible to receive monies from the program and expressly agrees to repay all monies paid to the Grantee under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

40. Property Rights

The Grantee further agrees that all fixed assets purchased with funds provided through this agreement or generated through project income remain the property of the Community Corrections program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the county policy.

41. Audits

Grantee agrees to allow, upon request, audits by the State Board of Accounts or its designee. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts. Grantee agrees to comply with reporting requirements prescribed by the State Board of Accounts. Grantee further agrees to allow performance audits to guarantee compliance with the Agreement, the Procedural Manual, and any applicable statutes.

42. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, 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 Grant Agreement other than that which appears upon the face hereof.

The remainder of this page has intentionally been left blank.

Witness Whereof, Grantee and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the grant do by their respective signatures dated below hereby agree to the terms thereof.

Indiana Department of Correction

J. David Donahue
Commissioner
Date: _____

Indiana Department of Administration

Earl A. Goode, Commissioner
Date: _____

Indiana State Budget Agency

Charles E. Schalliol, Director
Date: _____

Approved as to Form & Legality:
Office of the Attorney General

Form approval has been granted by
the Office of the Attorney General pursuant
to IC 4-13-2-14.3(e) on May 8, 2006.

The Board of County Commissioners

Lake County
Date: _____

County Commissioner
(Print or Type) GERRY SCHEUB
(Signature) Gerry Scheub
Date: 6-21-06

County Commissioner
(Print or Type) FRANCES DuPez
(Signature) FRANCES DuPez
Date: 6-21-06

County Commissioner
(Print or Type) ROOSEVELT ALLEN JR.

(Signature) Roosevelt Allen Jr.
Date: 6/21/06

Auditor of County

(Print or Type) PEGGY H-K
(Signature) Peggy H-K

Lake County _____
Date: _____

Order#37 – Agenda #39

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Linda A. Kollintzas for Conflicts Attorney Services for the period of June 21, 2006 to December 31, 2006 in amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Linda A. Kollintzas for Conflicts Attorney Services for the period of June 21, 2006 to December 31, 2006 in amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 21st day of June, 2006 Effective from June 21, 2006 to December 31, 2006 by and between Linda A. Kollintzas, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

CONFLICTS ATTORNEY SERVICES

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Order#37 – Agenda #39 (Cont'd)

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

LINDA A. KOLLINTZAS
7895 BROADWAY, SUITE M
MERRILLVILLE, IN 46410
(219) 736-1199
(219) 736-1211 FAX
ATTORNEY NO. 18754-45

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
ROOSEVELT ALLEN JR.
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
LINDA A. KOLLINTZAS
ATTORNEY AT LAW

Order#37 – Agenda #39 (Cont'd)

ATTEST:

PEGGY KATONA
LAKE COUNTY AUDITOR

Order#38 – Agenda #40

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Susan M. Severtson for Conflicts Attorney Services for the period of June 21, 2006 to December 31, 2006 in amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Susan M. Severtson for Conflicts Attorney Services for the period of June 21, 2006 to December 31, 2006 in amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 21st day of June, 2006 Effective from June 21, 2006 to December 31, 2006 by and between Susan M. Severtson, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

CONFLICTS ATTORNEY SERVICES

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
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- F. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
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3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
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 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

Order#38 – Agenda #40 (Cont'd)

11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
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- G. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - H. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - I. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - J. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - K. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
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 - I. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - J. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
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 - E. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - F. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
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- C. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - D. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

SUSAN M. SEVERTSON
10225 WINDFIELD DRIVE
MUNSTER, IN 46321
(219) 742-7014
(219) 924-6299 FAX
ATTORNEY NO. 14068-45

Order#38 – Agenda #40 (Cont'd)

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
ROOSEVELT ALLEN JR.
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
SUSAN M. SEVERTSON
ATTORNEY AT LAW

ATTEST:

PEGGY KATONA
LAKE COUNTY AUDITOR

ADD Order#39 – Agenda #40A

In the Matter of L.C. Public Defender – Letter from Randall T. Shepard, Chief Just of Indiana concerning \$437,738.44 for the Public Defender Fund.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Public Defender's Letter from Randall T. Shepard, Chief Just of Indiana concerning \$437,738.44 for the Public Defender Fund. Motion passed 3-0.

Order#40 – Agenda #41

In the Matter of L.C. Plan Commission – Maintenance Bond in the form of an Irrevocable Letter of Credit No. 9908807-09 in the amount of \$86,545.00 for improvements in I-65 and State Route 2 Commercial Park.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Maintenance Bond in the form of an Irrevocable Letter of Credit No. 9908807-09 in the amount of \$86,545.00 for improvements in I-65 and State Route 2 Commercial Park. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: June 21, 2006
SUBDIVISION: I-65 and State Route 2 Commercial Park
BONDING COMPANY: Delaware Place Bank, 190 East Delaware Place, Chicago, IL 60611
PETITIONER: George Novogroder, 875 North Michigan Avenue, Chicago, IL 60611

The Board of Commissioners of the County of Lake does hereby make acceptance of said Maintenance Bond as of this date.

TOTAL: \$96,515.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 21st day of June, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#41 – Agenda #42

In the Matter of L.C. Plan Commission – Performance Bond for I-65 and Route 2 Commercial Park in the form of an Irrevocable Letter of Credit No. 9908807-04 in the amount of \$482,575.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Performance Bond for I-65 and Route 2 Commercial Park in the form of an Irrevocable Letter of Credit No. 9908807-04 in the amount of \$482,575.00. Motion passed 3-0.

RELEASE

WHEREAS, GEORGE NOVOGRODER, remitter has on the 21st day of January 2004 filed a Performance Bond an Irrevocable Letter of Credit (No. 9908807-04) from Delaware Place Bank, in the amount of Four Hundred Eighty Two Thousand Five Hundred Seventy Five and 00/100 Dollars (\$482,575.00) for required Improvements in I-65 and Route 2 Commercial Park.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond an Irrevocable Letter of Credit (No. 9908807-04) from Delaware Place Bank, in the amount of Four Hundred Eighty Two Thousand Five Hundred Seventy Five and 00/100 Dollars (\$482,575.00) for required Improvements in I-65 and Route 2 Commercial Park effective this date.

DATED 21ST DAY OF JUNE, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN JR., COMMISSIONER

RESOLUTION

Order#41 – Agenda #42 (Cont'd)

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – MALOTT ESTATES

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving completion of improvements in I-65 and ROUTE 2 COMMERCIAL PARK.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21ST DAY OF JUNE, 2006

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN JR., COMMISSIONER
FRANCES DUPEY, COMMISSIONER

Order#42 – Agenda #43

In the Matter of L.C. Public Works – Request for permission to purchase a New Unused 2006 Ford F150 4x2 R/C 145" WB 4SP auto o/d in the amount of \$14,914.20 thru the State of Indiana Quantity Purchase Agreement.

Allen made a motion, seconded by DuPey, to approve the L.C. Public Works' request for permission to purchase a New Unused 2006 Ford F150 4x2 R/C 145" WB 4SP auto o/d in the amount of \$14,914.20 thru the State of Indiana Quantity Purchase Agreement. Motion passed 3-0.

Order#43 – Agenda #44

In the Matter of L.C. Public Works – Request for authorization to dispose of a 1999 Jeep Cherokee 4 door, 4x4, Black, Public Works Unit #10, VIN #1J4FF28S6XL607887 at the next Lake County Sheriff Public Auction.

Allen made a motion, seconded by Scheub, to approve the L.C. Public Works' request for authorization to dispose of a 1999 Jeep Cherokee 4 door, 4x4, Black, Public Works Unit #10, VIN #1J4FF28S6XL607887 at the next Lake County Sheriff Public Auction. Motion passed 2-1, Commissioner DuPey abstain.

Order#44 – Agenda #44A

In the Matter of L.C. Auditor/ L.C. Treasurer – SRI Services Master Agreement, Tax Sale Support Services Addendum, 2006 Tax Sale Workplan.

DuPey made a motion, seconded by Allen, to delete this item from the agenda. Motion passed 3-0.

Order#45 – Agenda #44C

In the Matter of L.C. Fairgrounds – Emergency Situation, Seek Proposals for Roof and Electrical Work.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for the L.C. Fairgrounds for the Emergency Situation, Roof and Electrical Work from the following vendors, and ordered same to be returned by Wednesday, July 19, 2006 by 9:30 a.m. Motion passed 2-1, Commissioner DuPey against.

Korellis Roofing
Kopton Electrical

Gluth Charles and Son Roofers
Credent-Glenco Electric

Maris and Son Roofers
Hyre Electric

Order#46 – Agenda #44D

In the Matter of Certificate of Liability Insurance – Lake County Agricultural Society, Inc.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Certificate of Liability Insurance – Lake County Agricultural Society, Inc. Motion passed 3-0.

Order#47 – Agenda #44E

In the Matter of Memorandum from the L.C. Unsafe Buildings Enforcement Authority concerning Unsafe Structures dated June 14, 2006.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the Memorandum from the L.C. Unsafe Buildings Enforcement Authority concerning Unsafe Structures dated June 14, 2006. Motion passed 3-0.

Order#48 – Agenda #44F

In the Matter of L.C. Public Works Dept. – 2006 Demolition Progress Report.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Public Works Department 2006 Demolition Progress Report. Motion passed 3-0.

Order#49 – Agenda #45

In the Matter of Consulting Engineering Report.

John Blosky reported Judge Schiralli's Courtroom is scheduled to be completed at the Gary Courthouse by the end of next week hence the installation of the light. He has guys from Community Corrections down at the Gary Courthouse doing some clean up like they do every year.

Allen made a motion, seconded by DuPey, to approve the Consulting Engineering Report. Motion passed 3-0.

Order#50 – Agenda #45A

In the Matter of Consulting Engineering – Tib Office \$49,425.00.

Allen made a motion, seconded by DuPey, to approve the Consulting Engineering's Invoice from Tib Office in the amount of \$49,425.00. Motion passed 3-0.

Order#51 – Agenda #46B

In the Matter of Property Sales - Auction.

DuPey made a motion, seconded by Allen, to approve the deeds from the Auction. Motion passed 3-0.

Allen made a motion, seconded by DuPey, to approve to give John Dull authority to prove that the list should say Board of Commissioners' County of Lake, to have another auction after the July meeting, and seek collections from the people who didn't pay. Motion passed 3-0.

Order#52 – Agenda #46C 1

In the Matter of Commissioners' Deeds – Ramiro Cazares and Ramiro Cazares, Jr.

DuPey made a motion, seconded by Allen, to accept the Ramiro Cazares and Ramiro Cazares, Jr. Deed. Motion passed 3-0.

Order#53 – Agenda #46C2-4

In the Matter of Commissioners' Deeds – Key Nos. 25-33-0024-0019, 26-34-0354-0004, and 26-34-0354-0005.

DuPey made a motion, seconded by Allen, to donate Key Nos. 25-33-0024-0019, 26-34-0354-0004, and 26-34-0354-0005 to the City of Hammond. Motion passed 3-0.

ADD Order#54 – Agenda #46C5

In the Matter of Request for Auction to be held July 19, 2006 for key #24-30-0405-0003. Opening Bid to be \$5,000.00.

DuPey made a motion, seconded by Allen, to approve the Request for Auction to be held July 19, 2006 for key #24-30-0405-0003, Opening Bid to be \$5,000.00. Motion passed 3-0.

Order#55 – Agenda #47A

In the Matter of E-911: Highland Police Department E-911 request in the amount of \$10,000.00.

DuPey made a motion, seconded by Allen, to approve the Highland Police Department E-911 request in the amount of \$10,000.00. Motion passed 3-0.

Order#56 – Agenda #48

In the Matter of L.C. Board of Commissioners – Agreement with Clorius L. Lay.

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Board of Commissioners and Clorius L. Lay. Motion passed 3-0.

MUTUAL TERMINATION OF CONSULTING CONTRACT

THIS MUTUAL TERMINATION AGREEMENT, is entered into this 21st day of June, 2006 by and between CLORIUS L. LAY, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "County").

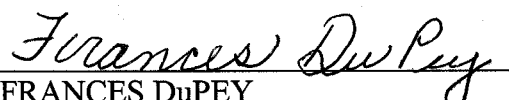
NOW THEREFORE the parties mutually agree as follows:

1. The Consulting Contract attached hereto as Exhibit A between the parties will terminate effective June 30, 2006.
2. The terms of the consulting contract will be in full force and effect through that date.
3. Because the Consultant retired as an employee of Lake County, Indiana at the end of 2005 which permitted the County to switch from being the Consultant's primary insurer to his secondary insurer, the County will keep the Consultant on its health insurance program through December 31, 2006.
4. In exchange the Consultant will waive any and all claims against Lake County, its elected officials, its appointed officials, its employees and its agents, the termination of this contract and will pay for his insurance at the rate of \$65.19 per month.
5. This mutual termination agreement settles any and all claims of either the Consultant or the County against each other to include but not limited to any claims under Federal and State Constitutional and Statutory Law, any claim emanating from his inducement to retire and switch to a contract consultant, and any and all claims emanating from the termination of the consulting contract attached hereto as Exhibit A.

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.


THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB



FRANCES DuPEY


ROOSEVELT ALLEN, JR.

CONSULTANT


CLORIUS L. LAY

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order#57 – Agenda #49

In the Matter of Board of Lake County Public Library Quit-Claims and Conveys to the Board of Commissioners of the County of Lake property in Cedar Lake.

DuPey made a motion, seconded by Allen, to approve the Board of Lake County Public Library Quit-Claims and Conveys to the Board of Commissioners of the County of Lake property in Cedar Lake. Motion passed 3-0.

Order#58 – Agenda #50

In the Matter of State of Indiana Invoice SM2006-1 dated June 1, 2006 in the amount of \$37,6873.50 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearings.

Allen made a motion, seconded by DuPey, to defer the State of Indiana Invoice SM2006-1 dated June 1, 2006 in the amount of \$37,6873.50 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearings. Motion passed 3-0.

ADD Order#59 – Agenda #52A

In the Matter of L.C. Board of Commissioners - Contract with the Indiana State Board of Animal Health for Brucellosis and Tuberculosis Testing Programs n the amount of \$1,000.00 for the year 2007.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioners - Contract with the Indiana State Board of Animal Health for Brucellosis and Tuberculosis Testing Programs n the amount of \$1,000.00 for the year 2007. Motion passed 3-0.



Mitchell E. Daniels, Jr., Governor
Bret D. Marsh, DVM, State Veterinarian

INDIANA STATE BOARD OF ANIMAL HEALTH

Office of the State Veterinarian
805 Beachway Drive, Suite 50
Indianapolis, IN 46224-7785
Phone: 317/227-0300
Administrative Fax: 317/227-0368
Permit Fax: 317/227-0330

12 June 2006

Dear County Auditor:

Please find enclosed the contracts for Bovine Brucellosis and Tuberculosis eradication programs in your county.

The contracts are in the amount of \$1,000.00, which includes the Brucellosis and Tuberculosis Programs. In the event all or any part of the appropriation is not used in the year for which it is allocated, such appropriation or any part thereof shall be available for use in the following year.

The contracts are to be signed by at least two members of the Board of County Commissioners and County Auditor and returned to this office immediately after the Board of County Commissioners meet for their first session in July, after which the Secretary of the State Board of Animal Health will sign the contracts. **BOTH CONTRACTS MUST BE SIGNED AND RETURNED TO THE INDIANA STATE BOARD OF ANIMAL HEALTH.** Your copy of the contract will be returned for your file after the Indiana State Veterinarian signs the contract. (INDIANA CODE, Title 15, Article 2.1, Chapters 7 and 8).

If any questions should arise in regard to this matter or if this office can be of assistance to you, please feel free to contact us.

Respectfully,

John A. Johnston D.V.M
Indiana State Board of Animal Health

Thru:

Dr. Bret D. Marsh
Indiana State Veterinarian

JJ:bj
Encs: 2 copies of Contracts

Safeguarding Indiana's animals, food supply and citizens for over 100 years.

An equal opportunity employer and provider.

- (A) A trip charge equal to \$25.00 for the cost of getting to the animals.
- (B) A charge of \$5.00 for each animal tested and each reactor branded.

7. This contract becomes effective January 2007 at which time it will void any and all preceding tuberculosis and brucellosis testing contracts between the parties. This contract shall cover a period of one (1) year from the date on which the contract becomes effective.

IN WITNESS WHEREOF, the parties have signed this agreement below indicating their intent to be bound by its terms:

BOARD OF COUNTY COMMISSIONERS OF
State COUNTY, INDIANA

By: Bonnie Kelly Date 6-21-06

By: Larry Schuch Date 6-21-06

By: Francis DeKey Date 6-21-06

ATTESTED TO BY:

Peggy W. Horton
 County Auditor, State County Indiana Date 6-21-06

APPROVED:

INDIANA STATE BOARD OF ANIMAL HEALTH

By: _____ Date _____
 Indiana State Veterinarian and
 Secretary to the Indiana Board of Animal Health

ADD Order#60 – Agenda #52B

In the Matter of L.C. Ross Township Assessor - Amendment to Lease Agreement with John Valenti, Agent for Lake County Trust Company as Trustee under Trust Agreement known as Trust #2269 – The Remainder of the Monthly Lease Payments shall be made to Ghassan S. Nemri, 12270 South Williams Ct., Crown Point, IN 46307.

DuPey made a motion, seconded by Allen, to approve the Amendment to Lease Agreement between the L.C. Ross Township Assessor and John Valenti, Agent for Lake County Trust Company as Trustee under Trust Agreement known as Trust #2269 – The Remainder of the Monthly Lease Payments shall be made to Ghassan S. Nemri, 12270 South Williams Ct., Crown Point, IN 46307. Motion passed 3-0.

ADD Order#61 – Agenda #52C

In the Matter of Letter from Cenifax Management Services, Inc. to the Lake County Treasurer Concerning Hermits Lake Sewer District Key-Billing System Purchase.

Allen made a motion, seconded by DuPey, to approve the Letter from Cenifax Management Services, Inc. to the Lake County Treasurer Concerning Hermits Lake Sewer District Key-Billing System Purchase. Motion passed 3-0.

Order#62 – Agenda #53A & B

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, April 19, 2006 and Regular Meeting, Wednesday, May 17, 2006.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, April 19, 2006 and Regular Meeting, Wednesday, May 17, 2006. Motion passed 3-0.

Order#63 – Agenda #54

In the Matter of Poor Relief Decisions.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 3-0.

Nikomus Francis	-Approved on condition.
Marie Fields	-Approved.
Gloria Clinton	-Approved on condition.
Anthony Dennison	-Approved on condition.
Katherine Bernett	-Approved.
Jovanna Holman	-Approved.
Michael Hunter	-Approved. -Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Pamela Briggs	-Approved. -Utilities in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Shalanda Love	-Approved.
Joniel David	-Approved.
Karen Reid	-Denied for appellant's failure to appear.
Latonya Williams	-Denied for appellant's failure to appear.
Gay Johnson	-Denied for appellant's failure to appear.
E. Rendell	-Denied for appellant's failure to appear.
Wendy Sanders	-Denied for appellant's failure to appear.
Toya Fuller	-Denied for appellant's failure to appear.
Ron Appleton	-Denied for appellant's failure to appear.
Cleve Freeman	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of compliance.
Kesha Hughes	-Approved.
Kresha Smith	-Approved.
Dorothy Broaders	-Approved on condition.
Justine Hammond	-Approved.
Melvin Sommers	-Approved.
Latonya James	-Approved.
Alyse Grey	-Approved.
James Ward	-Approved. Denied.
Arbellia Caruthers	-Approved on condition.
Hugh Hightower	-Denied for appellant's failure to appear.
G. Wright	-Denied for appellant's failure to appear.
J. Sued	-Denied for appellant's failure to appear.
T. Hardy	-Denied for appellant's failure to appear.
C. Jones	-Denied for appellant's failure to appear.
B. McKinnley	-Denied for appellant's failure to appear.
R. Jones	-Denied for appellant's failure to appear.
K. Dickerson	-Denied for appellant's failure to appear.
Randy Trumbo	-Approved. Denied.
Harold Leigh	-Approved.
Anthony Spires	-Approved.
Ebony Hannah	-Approved. Denied.
Landau Malaine	-Approved on condition.
Roger Loopwood	-Denied.
Arvietta Brooks	-Approved.
Felicia Dixon	-Approved. Denied.
Darene Jones	-Approved on condition. Denied.
Patricia Flemming	-Approved.

Order#63 – Agenda #54 (Cont'd)

Mary Moore	-Approved. -Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Janet Kroger	-Approved.
T. Gunn	-Denied for appellant's failure to appear.
S. Haywood	-Denied for appellant's failure to appear.
E. Jackson	-Denied for appellant's failure to appear.
A. Harris	-Denied for appellant's failure to appear.
Charles Brown	-Denied for appellant's failure to appear.
E. Love	-Denied for appellant's failure to appear.
K. Taylor	-Denied for appellant's failure to appear.
G. Moody	-Denied for appellant's failure to appear.
T. Hunter	-Denied for appellant's failure to appear.
C. Ronk	-Denied for appellant's failure to appear.
Tim McCaneless	-Approved.
Veronica Arnold	-Approved.
Awilda Pedrogo	-Utilities in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Ray Talley	-Approved on condition.
Catherine Bennet	-Approved.
Michelle Youngblood	-Approved.
Tammara Batey	-Denied.
Juliana Ishii	-Approved.
Carlita Briner	-Approved on condition.
Freeman Backus	-Approved.
Paul Byndum	-Approved.
Lahsay Edwards	-Approved.
Latoya Anderson	-Denied for appellant's failure to appear.
Nakisha Edwards	-Denied for appellant's failure to appear.
Wendy Rarity	-Denied for appellant's failure to appear.
Tatiana Cart	
Diane Pearson	-Denied for appellant's failure to appear.
Althea Paxson	-Denied for appellant's failure to appear.
Jessie Grant	-Approved.
Aariona Nash	-Approved.
Jean Hartoonian	-Denied.
Monica Smothers	-Approved on condition.
Fred Griffin	-Approved.
Charhonda Fillers	-Approved on condition.
Maria Skarja	-Approved.
Christopher Allen	-Approved.
Terresa Hicks	-Approved on condition.
Janet Arend	-Approved on condition.
Bernadine Lewis	-Prescriptions in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Annette Taylor	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Gentry Jackson	-Approved on condition. Denied.
Yolanda Howard	-Denied for appellant's failure to appear.
Tanikwa Walker	-Denied for appellant's failure to appear.
Adrian Spears	-Denied for appellant's failure to appear.
Vivian Mance	-Denied for appellant's failure to appear.
James Seay	-Denied for appellant's failure to appear.
Emma Robinson	-Approved.
Angela Goods	-Approved.
Ruby Gladney	-Approved.
Miko Long	-Approved. Denied.
Catherine Curry	-Denied.
Valrie Thomas	-Approved on condition.
Laura Evans	-Approved. Denied.
Lazonya Floyd-Davis	-Remanded to township for further consideration and review.
Francis Knight	-Approved. Denied.
Wendy Ratliff	-Approved.
Johnny Fluellen	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of compliance.
Jerome Coleman	-Approved.
Shelia Calmese	-Approved.
Phyllis Spurlock	-Approved.
Carl Wesley	-Approved.
Demetrice Goldsby	Approved on condition.
Sharlene Tolbert	-Approved.
A. Wilson	-Denied for appellant's failure to appear.
J. Davis	-Denied for appellant's failure to appear.
B. Stewart	-Denied for appellant's failure to appear.
K. Dotson	-Denied for appellant's failure to appear.
C. Bady	-Denied for appellant's failure to appear.
G. Jolley	-Denied for appellant's failure to appear.
H. Keepnig	-Denied for appellant's failure to appear.
Tanya White	-Approved.
Christine Alvarado	-Denied.
Herman Carson	-Approved.
Vanessa Lewis	-Denied.
Kimberley Jones	-Approved.
Larry Bradford	-Approved on condition.
Yamashita Knox	-Approved on condition.

Order#63 – Agenda #54 (Cont'd)

Latoya Howard	-Approved. Denied.
Anester Griffin	-Approved.
Lashaun Carter	-Approved. Approved on condition.
Keisha Green	-Approved.
Mitsie Griffin	-Approved on condition.
S. Donaldson	-Denied for appellant's failure to appear.
M. Lewis	-Denied for appellant's failure to appear.
D. Campbell	-Denied for appellant's failure to appear.
A. Clark-Good	-Denied for appellant's failure to appear.
C. King	-Denied for appellant's failure to appear.
P. Brooks	-Denied for appellant's failure to appear.
P. Green	-Denied for appellant's failure to appear.
E. Cassidy	-Denied for appellant's failure to appear.
Tilemenia Royster	
David Smith	-Approved. Denied.
Mary Tipton	-Approved on condition. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Cressie McGee	-Approved.
Anitrice Bills	-Approved on condition.
Charolet Jackson	-Approved.
Tennielle Porshe	-Approved. Denied.
Neal Amos	-Approved.
Janet Douglas	-Approved on condition.
Dorothy Miller	-Approved on condition.
Eugene Brown	-Approved.
Joseph Smith	-Approved.
Dona Jennings	-Denied.
Patricia Porter	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through N/A.
Florene Landan	-Approved on condition.
F. Pirtle	-Denied for appellant's failure to appear.
R. Hill	-Denied for appellant's failure to appear.
N. White	-Denied for appellant's failure to appear.
Talana Moore	-Approved.
Ella Brewer	-Approved. Denied.
Calvin Denny	-Approved on condition. Denied.
Theda Bostic	-Approved.
Gail Hayes	-Approved on condition.
Cora Whetherspoon	-Approved.
Romelda Kendrick	-Approved Denied.
Robert Kennedy	-Approved on condition.
Henry Allen	-Denied. Remanded to township for further consideration and review.
Yonna Bess	-Approved.
Andre Hatchet	-Denied.
Magie Hayes	-Denied.
Marris Carter	-Approved.
R. Madry	-Denied for appellant's failure to appear.
T. Wilderness	-Denied for appellant's failure to appear.
O. Brand	-Denied for appellant's failure to appear.
C. Spence	-Denied for appellant's failure to appear.
H. Johnson	-Denied for appellant's failure to appear.
P. Spurlock	-Denied for appellant's failure to appear.
M. Butler	-Denied for appellant's failure to appear.
T. Rowe	-Denied for appellant's failure to appear.
Suitra Holland	-Approved on condition.
Edward James	-Approved. Remanded to township for further consideration and review.
Alice Hegwood	-Approved on condition.
Tawana Waren	-Approved.
Shaland Norton	-Approved.
Irene Stringer	-Denied.
Gail Mitchell	-Approved.
Annette Word	-Approved.
Denise Louis	-Denied for appellant's failure to appear.
Diana Hawkins	-Denied for appellant's failure to appear.
Alfred Nelson	-Denied for appellant's failure to appear.
G. Jennel Spencer	-Denied for appellant's failure to appear.
Angeline Strong	-Denied for appellant's failure to appear.
Keanna Walton	
John Anderson	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Melissa Smeltzer	-Approved.
Yvette Otero	-Approved.
Virginia Gentry	-Approved on condition.
Jamie Rouse	-Approved on condition.
Louise Everette	-Approved.
Katrina Wheatley	-Approved. Denied.
Sharon Thompson	-Approved.
Zera Jones	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Sharon Lowe	-Approved. Utilities in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
S. Williams	-Approved.
Clevester Michael	-Approved.
Brenda Lyes	-Denied for appellant's failure to appear.

Order#63 – Agenda #54 (Cont'd)

Ernest Mitchell	-Denied for appellant's failure to appear.
Aletha Hines	-Denied for appellant's failure to appear.
Christopher Allen	-Denied for appellant's failure to appear.
Miguel Rodriguez	-Denied for appellant's failure to appear.
Casandra Kelley	-Approved.
Romlei Manson	-Approved.
Dana White	-Approved.
Angeline Strong	-Approved on condition.
Alfred Nelson	-Approved.
Vivian Novotny	-Approved on condition.
Tamika Dickson	-Approved.
Doniketa Cox	-Approved.
Anette King	-Approved on condition.
Victoria Sutton	-Approved.
Cletitia Brady	-Approved on condition.
Anita Zurawski	-Approved on condition.
Edricia Vaulx	-Approved on condition.
Louis Adams	-Approved.
Carolyn Naugher	-Denied for appellant's failure to appear.
Robert Miller	-Denied for appellant's failure to appear.
Bernice Brooks	-Denied for appellant's failure to appear.
Jill Hughes	-Denied for appellant's failure to appear.
Dona Jennings	-Denied for appellant's failure to appear.
Okalow Digger	-Denied for appellant's failure to appear.
Joseph Endres	-Denied for appellant's failure to appear.
Sabrina Oliver	-Denied for appellant's failure to appear.
Beverly Gore	-Approved.
Angel Flores	-Denied.
Jessica Gross	-Approved.

Order#64 – Agenda #55

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, June 21, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, June 21, 2006 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order#65 – Agenda #56, 56A, 56B

In the Matter of Vendor Qualification Affidavits.

DuPey made a motion, seconded by Allen, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

BEACON MEDAES
 AML ENTERPRISES
 FLOW TECHNICS, INC.
 ALLPOWER SEWER SERVICE
 CONNER CONSTRUCTION
 ROCK SOLID PAVING & EXCAVATING, INC.
 PEAK TECHNOLOGIES
 EATON ELECTRICAL INC.
 CDCE INC.
 DATA TRANSMISSION NETWORK CORP.
 BEAVER RESEARCH CO.
 RESTAURANT & HOSPITALITY ASSOCIATION OF INDIANA
 AMERECO, INC.
 PATTI BLAIR COURT REPORTERS
 THOMAS DODGE OF ORLAND PARK, INC.
 THOMAS DODGE – CHRYSLER JEEP
 GLOBE STAR, LLC
 ST. MARGARET MERCY HEALTH-CARE CENTERS
 GREAT OAKS AFTER FOUR CLUB, INC.
 BUSINESS COMMUNICATIONS SYSTEMS OF IL. INC.
 HOME CREATIONS, INC.
 TRACTOR SUPPLY CO.

Order#66 – Agenda #57

In the Matter of Service Agreements.

DuPey made a motion, seconded by Allen, to approve the following Service Agreements. Motion passed 3-0.

L.C. COURT ADMINISTRATOR	W/	Peak Technologies
L.C. CLERK	W/	Lexis Nexis
L.C. COMMISSIONERS	W/	McShanes
L.C. DATA PROCESSING	W/	Cenifax Management Service, Inc.
L.C. GARY COURTHOUSE	W/	Rochester Midland Corp.
L.C. HEALTH DEPT.	W/	Stericycle

Order#66 – Agenda #57 (Cont'd)

L.C. PROSECUTOR
L.C. SHERIFF

W/ McShane's Business Products & Solutions
W/ Rigg's Mowers & More
Gateway Business Systems

Order#67 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-63.

Allen made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-63, Resolution to Adopt the Crown Point Community Library Capital Projects Fund. Motion passed 2-1, Commissioner DuPey abstain.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Handwritten signatures]
APPROVED THIS 21 DAY OF June 2006

RESOLUTION NO. 06-63

RESOLUTION TO ADOPT THE CROWN POINT COMMUNITY LIBRARY CAPITAL PROJECTS FUND

WHEREAS, the Crown Point Community Library Capital Projects Fund has been established; and

WHEREAS, the Crown Point Library Board is required under I.C. 20-14-13-5 to adopt a plan with respect to the Library Capital Projects Fund; and

WHEREAS, on April 26, 2006, the Library Board held a public hearing on the plan and approved the Crown Point Community Library Capital Projects Fund for 2007, 2008 and 2009; and

WHEREAS, the Crown Point Community Library Board submitted a certified copy of the Resolution, including the adopted plan, to the Lake County Council to review and approve pursuant to I.C. 20-14-13-6.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

The Lake County Council hereby approves the Crown Point Community Library Capital Projects Fund for 2007, 2008, and 2009.

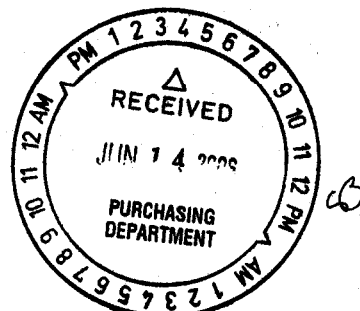
SO RESOLVED THIS 13th DAY OF JUNE, 2006.

[Signature]
WILL A. SMITH, JR., President

[Signature]
RON TABACZYNSKI
[Signature]
THOMAS O'DONNELL
[Signature]
ELSIE FRANKLIN

[Signature]
LARRY BLANCHARD
[Signature]
CHRISTINE CID
[Signature]
DONALD POTREBIC

Members of the Lake County Council



Order#68 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-73.

Allen made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-73, Resolution in support of a State Sponsored Plan to fully Fund the Family and Children Fund. Motion passed 2-1, Commissioner DuPey abstain.

RESOLUTION NO. 06-73

**RESOLUTION IN SUPPORT OF A STATE SPONSORED
PLAN TO FULLY FUND THE FAMILY AND CHILDREN FUND**

WHEREAS, neither the fiscal body, legislative body nor executive body of county government have oversight of expenditures from the Family and Children Fund; and

WHEREAS, Indiana Code 12-19-7 requires county fiscal bodies to establish the property tax rate to fund the Family and Children Fund appropriations; and

WHEREAS, the expenditures from the County Family and Children Fund are approved by a State employee, the County Welfare Director; and

WHEREAS, we support reducing reliance on property taxes for State administered programs; and

WHEREAS, the possible benefits of implementing State funding to ease the current burdens on property taxes and provide for more uniform funding for children in need of services throughout the State.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

SECTION 1. That the Indiana General Assembly devise a plan to fully fund the Family and Children Fund.

SECTION 2. That the 2007-2009 biennial budget, at a minimum, pay for increased expenditures for the Family and Children Fund for expenditure above the 2007 County Council approved budgets.

SECTION 3. That the County Auditor mail a copy of this Resolution to the Governor of the State of Indiana, the legislative delegation representing Lake County and the Juvenile Court Judges.

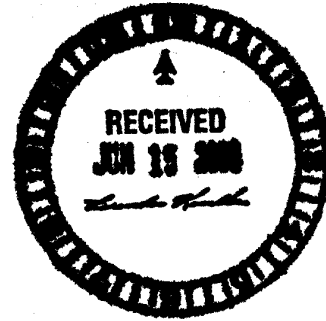
SO RESOLVED THIS 13th DAY OF JUNE, 2006.

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI
Thomas O'Donnell
THOMAS O'DONNELL
Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD
Christine Cid
CHRISTINE CID
Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bernett G. Hill
Larry Schuch
Francis D. Key
APPROVED THIS 21 DAY OF June 20 06

Order#69 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1077C-15.

Allen made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1077C-15, Ordinance Amending the Lake County Personnel Policy Ordinance, Ordinance No. 1077C. Motion passed 2-1, Commissioner DuPey abstain.

ORDINANCE NO. 1077C-15

ORDINANCE AMENDING THE LAKE COUNTY PERSONNEL POLICY ORDINANCE, ORDINANCE NO. 1077C

WHEREAS, on July 10, 1990, the Lake County Council adopted the Lake County Personnel Policy Ordinance, Ordinance No., 1077C; and

WHEREAS, the Lake County Council desires to amend the current employment policy regarding smoking (Lake County Code Sec. 32.064) in said Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Lake County Personnel Policy Ordinance, Ordinance No. 1077C be amended as follows:

Sec. 32.064 Smoking.

Delete.

(A) Except as otherwise provided below smoking is prohibited in all county owned or operated buildings, any employee found to be in violation of this policy shall be subject to disciplinary action.

(B) Notwithstanding paragraph (A), smoking may be allowed in the areas of the Lake County Jail, Work Release Center, Male and Female and Kimbrough Center as designated by the Board of Commissioners and the Lake County Sheriff.

Insert.

(A) Except as otherwise provided below smoking is prohibited in all county owned or operated buildings, and any employee found to be in violation of this policy shall be subject to disciplinary action.

(B) Notwithstanding paragraph (A), smoking may be allowed in the areas of the Lake County Jail, Work Release Center, Male



and Female and Kimbrough Center as designated by the Board of Commissioners and the Lake County Sheriff.

(C) Notwithstanding paragraph (A), smoking may be allowed outside of the Lake County Government Complex in Crown Point, Indiana in the following ~~two~~ ^{three} areas: (1) the patio area above the first floor between buildings A and B; (2) the northwest corner of the garden area between the south side of Buildings A and B. In addition, smoking may be allowed in any other County owned or operated building in areas designated for smoking by the Board of Commissioners.

(3) South section of patio area in Bldg. A.

SO ORDAINED THIS 13th DAY OF JUNE, 2006

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabagzynski
RON TABAGZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Robert Hill
Gregory Schuch
Frances Duke
APPROVED THIS 21 DAY OF June 2006

Order#70 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1276A.

Allen made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1276A, Ordinance Restricting Possession of Weapons in Lake County Courthouses and Public Buildings. Motion passed 2-1, Commissioner DuPey abstain.

ORDINANCE NO. 1276A

**ORDINANCE RESTRICTING POSSESSION
OF WEAPONS IN LAKE COUNTY COURTHOUSES AND PUBLIC BUILDINGS**

WHEREAS, pursuant to I.C. 36-2-3.5-1, et. seq., the Lake County Council is the legislative and fiscal body of Lake County, Indiana, and may pass all ordinances for the government of the County; and

WHEREAS, the possession of weapons within Lake County Courthouses and public buildings is detrimental to the health, safety and welfare of the persons within said building; and

WHEREAS, the Lake County Council finds that the regulation of weapons within Lake County Courthouses and public buildings is within the jurisdiction of the Lake County Council.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

SECTION I. DEFINITIONS.

As used in this Ordinance, the term "weapon" includes, but is not limited to any of the following:

1. "Deadly weapon" as defined by I.C. 35-41-1-8;
2. "Firearm" as defined by I.C. 35-47-1-5;
3. "Electric stun weapon" as defined by I.C. 35-47-8-1;
4. "Stun gun" as defined by I.C. 35-47-8-2;
5. "Taser" as defined by I.C. 35-47-8-3;
6. "Knife"
7. "Explosive" refers to any agent or substance tending or serving to explode. "Explosive" shall include but not be limited to gun powder and dynamite;
8. "Club";
9. Any other object that in the manner in which it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury (as defined by I.C. 35-41-1-25) as determined by the Lake County Sheriff's Officers.



SECTION II. RESTRICTIONS.

Except as provided in Section III of this Ordinance, a person shall not possess on or about his or her person a weapon within Lake County Courthouses and public buildings.

SECTION III. EXCEPTIONS.

Notwithstanding Section II, the following persons are exempt from this Ordinance: law enforcement officers under I.C. 35-41-1-17, Indiana Department of Correction Officers, Community Correction officers, judicial officers, and probation officers who are in the courthouse or public building for official business and duly authorized to carry deadly weapons. Employees of the courthouse or public building who carry chemical spray devices for personal protection are also exempt.

The persons described as exempt from this Ordinance shall not be exempt if they or any member of their family is a party to any proceeding taking place in court.

SECTION IV. PENALTY.

Any person violating Section II of this Ordinance shall be subject to punishment for indirect contempt of court pursuant to I.C. 34-47-3 and a fine of One Hundred (\$100.00) Dollars. Any person violating Section II of this Ordinance shall also be subject to having the firearm or weapon confiscated by the proper law enforcement officials.

SECTION V. SEVERABILITY.

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any part to be void, unconstitutional or ineffective for any cause shall not affect any other part of this Ordinance.

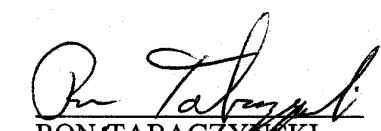
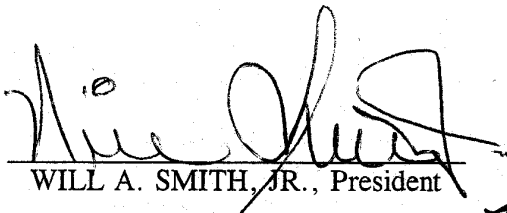

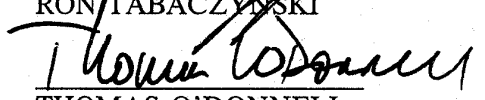
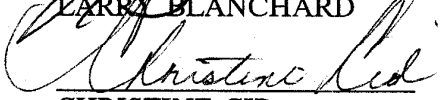
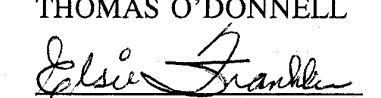
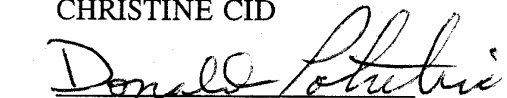
SECTION VI. REPEAL.

All ordinances or parts of ordinances including Ordinance No. 1241C in conflict with the provisions of this Ordinance are hereby repealed.

SECTION VII. EFFECTIVE DATE.

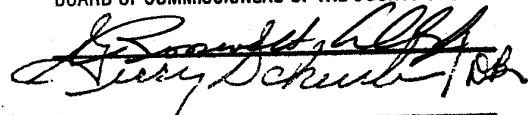
This Ordinance shall take effect upon passage, after publication as required by law.

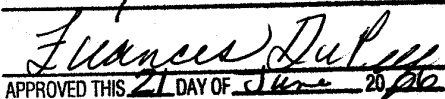
SO ORDAINED THIS 13th DAY OF JUNE, 2006.

		
RON TABACZYNSKI	WILL A. SMITH, JR., President	LARRY BLANCHARD
		
THOMAS O'DONNELL		CHRISTINE CID
		
ELSIE FRANKLIN		DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 21 DAY OF June 2006

Order#71 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1276B.

Allen made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1276B, Ordinance Establishing a Two Percent Credit for Excessive Residential Property Taxes Pursuant to I.C. 6-1.1-20.6, ET. SEQ. for Real Estate Taxes payable in 2007, 2008, and 2009 for Homesteads (I.C. 6-1.1-20.9-1) Only. Motion passed 2-1, Commissioner DuPey abstain.

ORDINANCE NO. 1276B

**ORDINANCE ESTABLISHING A TWO PERCENT CREDIT FOR
EXCESSIVE RESIDENTIAL PROPERTY TAXES
PURSUANT TO I.C. 6-1.1-20.6, ET. SEQ.
FOR REAL ESTATE TAXES PAYABLE IN 2007, 2008, AND 2009
FOR HOMESTEADS (I.C. 6-1.1-20.9-1) ONLY**

WHEREAS, pursuant to I.C. 36-2-3.5-3, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and

WHEREAS, pursuant to I.C. 36-2-3.5-4, the Lake County Council shall pass all ordinances for the Government of the County in the manner prescribed in I.C. 36-2-4, et. seq.; and

WHEREAS, as a result of the Court ordered reassessment thousands of homeowners, including homeowners in Lake County, have received property tax bills that are above two (2%) percent of the gross assessed value of their real estate, and in some cases as high as five (5%) percent or more; and

WHEREAS, such high property tax rates are especially burdensome for the owners of residential property and are detrimental to neighborhoods, business and governments; and

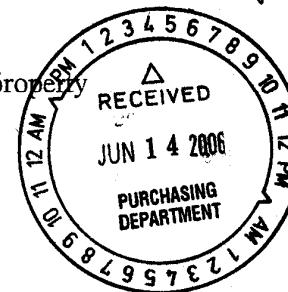
WHEREAS, I.C. 6-1.1-20.6, et. seq. establishes a real estate tax credit for certain "qualified residential properties" against the person's property tax liability for property taxes for "qualified residential property" located in Lake County; and

WHEREAS, pursuant to I.C. 6-1.1-20.6-6, the Lake County Council may adopt:

1. An ordinance to authorize the application of a credit for one or more calendar years to "qualified residential properties" (I.C. 6-1.1-20.6-4) in Lake County, Indiana; and
2. Must adopt the ordinance before July 1st of the calendar year to authorize the credit for property taxes due and payable in the immediately succeeding calendar year; and

WHEREAS, on April 11, 2006, the Lake County Council adopted Ordinance No. 1274C applying a credit for taxes first due and payable in 2006 to "homesteads" only as defined in I.C. 6-1.1-20.9-1; and

WHEREAS, pursuant to I.C. 6-1.1-20.6-7, upon authorization of the credit for property first due and payable in a calendar year:



1. A person is entitled to a credit against the person's property tax liability for property tax first due and payable in that calendar year attributed to the person's "qualified residential property" located in Lake County, Indiana; and
2. The amount of the credit is the amount by which the person's property tax liability attributable to the person's "qualified residential property" for property taxes first due and payable in that calendar year exceeds two (2%) percent of the gross assessed value that is the basis for determination of property taxes on the "qualified residential property" for property taxes first due and payable in that calendar year; and

WHEREAS, the Lake County Council desires to adopt an Ordinance to establish the credit for excessive residential property taxes pursuant to I.C. 6-1.1-20.6, et. seq. for taxes payable in 2007, 2008 and 2009, for "homesteads" only as defined in I.C. 6-1.1-20.9-1.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council hereby adopts the Ordinance Establishing the Credit for Excessive Residential Property Taxes pursuant to I.C. 6-1.1-20.6-6 and authorizes the application of the credit to "qualified residential property" in Lake County for taxes due and payable in 2007, 2008 and 2009.
2. That pursuant to I.C. 6-1.1-20.6-5(a), "qualified residential property" for taxes due and payable in 2007, 2008 and 2009, is limited to the following property that is eligible for credit:
 - a) a homestead, as defined in I.C. 6-1.1-20.9-1;
3. That pursuant to I.C. 6-1.1-20.6-7:
 - a) a person is entitled to a credit against the person's property tax liability for property taxes first due and payable in the calendar years provided in this Ordinance, attributable to the person's "qualified residential property" located in the County, and
 - b) the amount of the credit is the amount by which the person's property tax liability attributable to the person's "qualified residential property" for property taxes first due and payable in the calendar years provided in this Ordinance, exceeds two (2%) percent of the gross assessed value that is the basis for determination of the property tax on "qualified

residential property" for property taxes first due and payable in the respective calendar year.

- 4. That the credit (I.C. 6-1.1-20.6, et. seq.) is authorized for property taxes first due and payable in 2007, 2008 and 2009.
- 5. Upon the completion of the calculations of the two percent credit on the tax bills, the Auditor of Lake County, shall notify each taxing unit with any liability under the credit if the total amount of the credit attributable to the unit and shall advise the unit to anticipate a reduction in the expected tax collection in the amount of the liability.

For purposes of this section:

"Liability" is defined as the shortfall between the tax collection without the credit, less the tax collection incorporating the credit.

"Tax unit" is defined as any governmental entity with a levy funded by a property tax rate.

"Total amount of the credit attributable to the unit" is defined as the cumulative rate levied by the unit and nothing in this act shall be construed to mandate the unit's fiscal body to reduce the levy amount for any specific fund or funds within the unit's total levy.

- 6. Pursuant to I.C. 6-1.1-20.6-9, the Lake County Council authorizes the County fiscal officer to borrow money repayable over a term of not to exceed five (5) years in an amount sufficient to compensate the political subdivision located in Lake County for the reduction of property tax collections in a calendar year that results from the application of the credit under this chapter for that calendar year. The proposed borrowing and repayment schedule must comply with the requirements of I.C. 6-1.1-20.6-9.
- 7. That any section of this Ordinance held invalid shall be severed and remaining sections shall remain in full force and effect.

SO ORDAINED THIS 13th DAY OF JUNE, 2006.

[Signature]
WILL A. SMITH, JR., President

[Signature]
RON TABACZYNSKI

[Signature]
THOMAS O'DONNELL

[Signature]
ELSIE FRANKLIN

LARRY BLANCHARD
[Signature]
CHRISTINE CID

DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
[Signature]
APPROVED THIS 21 DAY OF June, 2006

Order#72 – Agenda #59A

In the Matter of Appointments: L.C. Convention and Visitors Bureau.

No Action Taken.

Order#73 – Agenda #59B

In the Matter of Appointments: L.C. Library Board.

Allen made a motion, seconded by Scheub, to appoint Kim Krull to the L.C. Library Board. Motion passed 2-1, Commissioner DuPey against.

Order#74 – Agenda #60A

In the Matter of Treasurer's Report for the month of December, 2005.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of December, 2005. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Allen, to accept the above Treasurer's Reports of December, 2005 as submitted. Motion passed 3-0.

Order#75 – Agenda #60B

In the Matter of Weights and Measures Report for period of March 16, 2006 – April 15, 2006 and April 16, 2006 – May 15, 2006.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Periods 03/16/06 – 04/15/06 and 04/16/06 – 05/15/06. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Allen, to accept the above Weights and Measures Reports of 03/16/06 – 04/15/06 and 04/16/06 – 05/15/06 as submitted. Motion passed 3-0.

ADD Order#76

In the Matter of Appointments: Regional Transportation Authority/Regional Bus Authority.

Allen made a motion, seconded by Scheub, to rescind the Appointment of Roosevelt Allen Jr. to the Regional Transportation Authority. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to appoint Roosevelt Allen Jr. to the Regional Bus Authority. Motion passed 3-0.

Order#77 – Agenda #44A

In the Matter of L.C. Auditor/ L.C. Treasurer – SRI Services Master Agreement, Tax Sale Support Services Addendum, 2006 Tax Sale Workplan.

Allen made a motion, seconded by Scheub, to reconsider the action they took on the tax sale. Motion passed 2-0.

Scheub made a motion, seconded by Allen, that we send a letter to the Legislatures of Lake County that they enact legislation to include small businesses and landlords in the 2% cap. Motion passed 2-0.

Allen made a motion, seconded by Scheub, to approve to move forward on the Tax Sale. Motion passed 2-0.

SRI SERVICES MASTER AGREEMENT

THIS AGREEMENT, executed on this 21 day of June, 2006, is entered into between SRI, Incorporated ("SRI") an Indiana Corporation, 8082 Bash Street, Indianapolis, Indiana 46250, and LakeCounty, Indiana by and through its Board of Commissioners (the "County") 2293 N Main Street, Crown Point, IN 46307. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, SRI and the County hereby agree as follows:

1. **Services To Be Performed.** Contemporaneously with the execution of this Agreement, the County shall execute an addendum for each service program selected by the County to be performed by SRI and return each signed addendum as an attachment to this Agreement. The County may subsequently select any other service program to be performed by SRI by executing and forwarding the appropriate program addendum or addenda to SRI. No such subsequently executed addendum shall be effective until accepted by SRI. Each addendum, whether executed contemporaneously herewith or subsequent to the date hereof, is incorporated into and made a part of this Agreement upon acceptance by SRI and, unless otherwise stated in such addendum, is subject to all applicable terms and conditions of this Agreement. (This Agreement and all addenda executed by the County and accepted by SRI are hereinafter collectively referred to as the "Agreement"). County Attorney may consult with SRI legal counsel regarding matters related to the tax sale, IC 6-1.1-24 and 25.

2. **Timing Of Performance.** SRI will commence providing the services described in this Agreement on _____, 2006, or such later date as may be set forth in any

addendum or addenda executed by County and accepted by SRI subsequent to the date hereof (the "Beginning Date").

3. **Fees And Expenses.** Each addendum attached to and made a part of this Agreement sets forth the amounts payable to SRI for the services provided to the County under this Agreement. The County hereby agrees to pay to SRI all such amounts in the manner set forth in each such addendum. SRI invoices will not exceed the amount of fees collected by the County for SRI services.

4. **Term Of Agreement.** Unless sooner terminated by SRI or the County pursuant to the terms of this paragraph 4, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. Either party may terminate this Agreement during the term hereof after giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that neither party may provide such written notice indicating its intention to terminate this Agreement prior to the expiration of a ninety (90) day period commencing on the Beginning Date.

5. **Information To Be Provided By County.** The County hereby agrees to provide SRI in a timely manner with all reports, data and information as requested by SRI and further agrees that SRI may rely on all such reports, data and information in performing the services set forth herein and in all addenda made a part hereof.

6. **Limitation Of Liability.** The County hereby agrees that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the County or its agents or employees under this Agreement, or by the actions,

fault, failure or negligence of any individual not employed by or a principal of SRI. SRI will provide the County with a copy of its current Errors and Omissions policy.

7. **Right To Contract.** SRI and the County each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable law.** This Agreement shall be governed and interpreted by the laws of the state of Indiana.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

13. **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

14. **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

15. **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

16. **Amendments And Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

17. **Confidential and Proprietary Information.** SRI recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. SRI hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless required by law or upon obtaining the prior written consent of the County. In the event of a breach, whether actual or anticipated, by SRI of the provisions of this paragraph 17, the County shall be entitled to an injunction or other legal or equitable remedy pursuant to which SRI shall be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information.

SRI, Incorporated

LAKE County, Indiana
by and through its BOARD OF
COMMISSIONERS

By: _____

By: _____

Printed: James E. Hughes

Printed: _____

Its: President

Its: _____

Date: _____

Date: **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

[Handwritten signatures]

APPROVED THIS 21 DAY OF June 2006

TAX SALE SUPPORT SERVICES ADDENDUM

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and the undersigned (the "County"), the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of the Agreement and this Addendum, tax sale support services more specifically described in the following:

1. **Description of Services.**

- (a) From various reports, data and information to be provided by the County Auditor and the County Treasurer, SRI will:
- (i) prepare a list of properties for which taxes and/or special assessments are delinquent;
 - (ii) prepare all notices for mailing, publication and posting as required by statute;
 - (iii) prepare all updated lists as required by statute;
 - (iv) prepare all forms and records as prescribed or approved by the State Board of Accounts;
 - (v) Clerk the tax sale and record disposition of all properties offered for sale;
 - (vi) update the tax sale record for all redemptions or deeds issued; and
 - (vii) provide any and all other services as agreed to pursuant to a work plan presented to and approved by the County Auditor and County Treasurer (the "Work Plan")
- (b) The County through the County Auditor and County Treasurer, respectively as their duties require, shall provide:

- (i) all necessary information and records as requested by SRI to prepare the required lists;
- (ii) review of all information prepared for accuracy;
- (iii) updates as required by statute and reasonably requested by SRI;
- (iv) and file all petitions with the Court as required by statute, and
- (v) all documents, information and assistance as agreed to in the Work Plan.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to bill each property owner a fee of sixty Dollars (\$60.00) for each parcel listed on the Certified List as a "cost of sale" as provided in I.C. § 6-1.1-24-2(a)(3)(d)(ii) (the "Service Fee"). The Service Fee shall be collected by the County on all parcels included on the Certified List and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The County shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the Certified List as provided in the Work Plan, beginning on the Effective Date. In addition to collecting the Service Fee, the County shall be responsible for and pay all costs of publication and all postage costs related to the mailing of any notice required by statute.

3. **Disclosure of Information.** SRI recognizes and acknowledges that it will have access to certain confidential information of Customer and such other entities. SRI will not during, or after, the term of this Agreement, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the Customer. In the event of a breach or a threatened breach by SRI of the provisions of this

paragraph, the Customer shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective _____, 2006 (the "Effective Date").

Recommended by:

LAKE County Auditor

LAKE County Treasurer

LAKE County, Indiana
By and through its BOARD OF
COMMISSIONERS

By: _____

Printed: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Its: Benjamin J. [Signature]

Date: Gary Schuch [Signature]

APPROVED THIS 21 DAY OF June 2006

ACCEPTED:
SRI, Incorporated

By: _____

Printed: James E. Hughes

Its: President

Date: _____

2006 TAX SALE WORKPLAN
LAKE COUNTY

This work plan is prepared pursuant to the Tax Sale Support Services Addendum 1 (a) (vii) to further define the responsibilities of the county auditor, county treasurer and SRI to fulfill the intent of the SRI Services Master Agreement with addendum executed by the County Board of Commissioners.

The agreement of the undersigned agree that they will individually and collectively perform or cause to have performed by employees of their organization the actions defined herein which are required to execute the county tax sale in compliance with IC 6-1.1-24 and IC 6-1.1-25. The specific actions required are:

1. The treasurer will certify properties eligible for tax sale on July 1, 2006, as defined in IC 6-1.1-24-1 (a). The treasurer further agrees to collect the fee to be paid to SRI for the tax sale services included in the contract signed by the county commissioners on and after the effective date of the contract.
2. The auditor will provide property locations, identify property owners to be removed due to bankruptcy, ownership transfers, and address corrections. If property locations are not available directly from the auditor, the township assessors will be asked to complete the information as required by statute.
3. SRI will prepare the notice required by IC 6-1.1-24-4. Such notice will be approved by the county auditor for content of notice. SRI will prepare the notice with delinquent data for each property and place postage for mailing certified. County will pay postage based on SRI invoice. Where the owner's name and address is exactly the same, the notices will be combined into one envelope to save postage costs. Postage will be paid to SRI prior to mailing. SRI will provide the notice forms and other supplies for preparing and mailing the notice.

SRI will return evidence of mailing with certified mail # and receipted copy of USPS form 3811.
4. Treasurer agrees to update certified lists with payments made after list is certified until commencement of the tax sale.
5. SRI will prepare the advertising information to place in the local newspapers as required by IC 6-1.1-24-3. SRI will cooperate with the local papers with respect to ad formats and publishing deadlines.

6. On the day which the application for judgment is made, the county treasurer shall notify SRI and the county auditor that all of the tracts of real property which have been paid in full have been entered in the SRI Internet Tax Sale System.

SRI will prepare a list of properties where the amount due before the sale has not been paid and submit this list along with an "Application for Judgment and Order of Sale" to the auditor and treasurer. The Application shall be submitted jointly by the county treasurer and auditor to the required court of jurisdiction. The treasurer and auditor shall make and subscribe an affidavit attesting to the accuracy of the list submitted to the court.

7. After issuance of the Order of Sale, the treasurer shall conduct the sale and SRI will perform the duties of the auditor, defined as "clerk the sale". The auditor and treasurer agree to conduct the sale as defined by SRI in its procedures submitted to the auditor and treasurer. Reports required of the auditor and treasurer after the sale shall be delivered on the day of sale prior to the departure of SRI from the courthouse. These reports are:

Auctioneer Worksheet- Prepared prior to the sale.
Tax Sale Certificate- Prepared at time of bid closing on each property.
Bid Verification and Receipt- Prepared at time of bid closing on each property.
Property Cash Report
Property Tax Sale Buyer List
Owner buyer Report
SRI Form 137 (c) for all properties sold on the sale.

8. SRI will prepare and submit to the auditor a completed SBA approved form 137 to be filed as the permanent record of the tax sale.
9. SRI, the treasurer, and auditor will repeat the foregoing actions in an expedited sale as provided in IC 6-1.1-24-5.5, if so requested.
10. Auditor agrees to use the SRI Tax Sale System for updates and redemptions after the sale.
11. SRI agrees to respond to all tax sale questions of process from the auditor and treasurer. Legal questions will be referred to the county attorney.

The undersigned agree to perform the required actions necessary to meet the legal requirement of the County tax sale. The undersigned further agree to prepare necessary documents, reports, or provide information as defined in procedures of the county or by SRI in the conduct of the annual tax sale.

We, the undersigned, have reviewed the above referenced workplan and hereby agree to SRI performing all services as outlined therein.

Date signed _____

LAKE County Auditor

LAKE County Treasurer

James E. Hughes, President, SRI, Inc.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie Albright
Larry Schenk

APPROVED THIS 21 DAY OF June 20 06

Order#78 – Agenda #58

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-77A.

DuPey made a motion, seconded by Allen, to veto the L.C. Council Resolution No. 05-77A, Resolution Amending Resolution No. 05-77, Resolution to approve Temporary loans to certain funds for use during the 2006 Budget Year. Motion passed 3-0.

Order#79

In the Matter of Tax Sale.

Allen made a motion, seconded by Scheub, to approve that SRI run the Tax Sale. Motion passed 2-0.

The following officials were Present:

Attorney John Dull
Dan Ombac
Jim Bennett
Marcus Malczewski
Bill Henderson
Brenda Koselke

The next Board of Commissioners Meeting will be held on Wednesday, July 19, 2006 at 10:00 A.M.

There being no further business before the Board at this time, Allen made a motion, seconded by Scheub, to adjourn.

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

ROOSEVELT ALLEN JR.

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR