**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
July 8, 2019
4:00 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, President; Robert Johnson, Vice President. Attorney Todd Glass and Administrator Roger Emmons were in attendance. Terry Phillippe, Member, was not present for this meeting.

Auditor Debbie Stevens and Chief Deputy Auditor BJ Farrell attended and recorded the minutes.

President Dan Saylor called the meeting to order at 4:00 PM.

**PLEDGE OF ALLEGIANCE**

## AREA PLAN COMMISSION
## REQUEST FOR EXTENSION OF SURETY
## C-17-048

**Commissioner Saylor:** Good afternoon, everyone. First item on the agenda is our APC and Sherri, it's your show.

**Sherri Rector:** Thank you. The first item is Request for Extension of Surety. It's Commercial Driveway C-17-048, Tri-State Hindu Temple, INC, by Dr. Sudheer Gurram. Apologize. We're holding twenty-one thousand six hundred five dollar ($21,605.00) letter of credit for entrance construction that expires July 25, 2019. They're requesting a one (1) year extension for the same dollar amount. Have had one (1) year. And Bobby has reviewed.

**Commissioner Saylor:** Bobby, you good with this?

**Bobby Howard:** The dollar amount is sufficient.

**Commissioner Saylor:** Alright, so, do I have a motion?

**Commissioner Johnson:** Make a motion to extend the surety.

**Commissioner Saylor:** Okay, I have a motion. First, and I'll second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0). I guess you did the motion? Two, zero (2-0).

***(C-17-048, Request for Extension, is located on Page 12 of these Official Minutes)***

## REQUEST FOR RELEASE OF SURETY
## ALLEN MEDICAL SUBDIVISION
## SWISH, LLC

**Sherri Rector:** The next is Request for Release of Surety, Allen Medical Subdivision, Swish, LLC, by Phillip Rawley. We're holding thirty-five thousand seven hundred thirty-nine dollars ($35,739.00) in escrow for street and drainage construction. They have had two (2) years. It expires August 2, 2019. Bobby has reviewed.

**Commissioner Saylor:** Bobby?

**Bobby Howard:** Everything has been installed. Recommend release of the surety.

**Commissioner Saylor:** Okay. Do I have a motion?

**Commissioner Johnson:** Make a motion to release the surety.

**Commissioner Saylor:** I'll second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

***(Release of Surety for SWISH, INC, is located on Page 12 of these Official Minutes)***

## SWISH, INC
## C-17-037

**Sherri Rector:** The second for release is Commercial Driveway 17-037, SWISH, LLC, by Phillip Rawley. We're holding thirty-four thousand four hundred dollars ($34,400.00) in escrow for the entrance construction. They have had two (2) years. Expires July 28, 2019 and Bobby has signed off on it.

**Bobby Howard:** Everything's installed. Recommend approval.

**Commissioner Saylor:** Okay. Do I have a motion?

**Commissioner Johnson:** Make a motion to release.

**Commissioner Saylor:** And I second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

***(C-17-037, Release of Surety, is located on Page 12 of these Official Minutes)***

## REQUEST TO ACCEPT STREETS FOR MAINTENANCE ALLEN MEDICAL SUBDIVISION

**Sherri Rector:** And the last item I have is Request for Street Acceptance for Maintenance with Allen Medical Subdivision, SWISH, LLC, by Phillip Rawley. It is seven hundred and forty-five point five (745.5) feet of Vann Road. Letter of credit expires August 2, 2019. Bobby has inspected.

**Bobby Howard:** Street has been constructed to the approved street plan and recommend acceptance.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to approve the streets in the Allen Medical Subdivision.

**Commissioner Saylor:** Second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

**Sherri Rector:** Thank you. That's all I have.

**Commissioner Saylor:** That it? Thank you, Sherri.

***(Request to Accept, Allen Medical Subdivision, is located on Page 13 of these Official Minutes)***

## APPROVAL OF MINUTES JUNE 24, 2019

**Commissioner Saylor:** Next item on the agenda is our approval of our June 24, 2019 Regular Session Minutes.

**Commissioner Johnson:** Make a motion to approve the Minutes.

**Commissioner Saylor:** I second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

## ITEMS FOR DISCUSSION DEPARTMENTAL REPORTS COUNTY ADMINISTRATOR BITCO RECOMMENDATION FOR SHERIFF'S OFFICE PERSONNEL

**Commissioner Saylor:** Next item on the agenda is our Departmental Reports and our County Administrator will lead off. Roger Emmons.

**Roger Emmons:** Thank you, Mr. President. First item is our BitCo recommendation for the Glove Use Policy for the Sheriff's Personnel. Basically, Chief Kruse emailed and stated that we don't need a policy and that Reed Martin, Jr., he's their Risk Consultant for our Warrick Comp carrier, is satisfied with the Sheriff's annual blood and pathogen training and field training, which encourages employees to wear appropriate protective equipment to complete tasks where it's likely an incident could happen. So, we're good on this one (1) and it can be removed from the agenda.

**Commissioner Saylor:** Okay.

## COURTHOUSE RENOVATION PROJECT APPLICATION AND CERTIFICATION OF PAYMENT 8

**Roger Emmons:** Next item, Courthouse Renovation Project. We have Application and Certification for Payment 8. I copied you on my June 28th email to Susie regarding this agenda item. And the application was attached to that. This one (1) is in the amount of three hundred twenty-eight thousand three hundred fifty-two dollars and seventy-seven cents ($328,352.77). Covers a period from March 31st to June 15th of this year. If the Board approves, I have two (2) originals for Dan's signature.

**Commissioner Saylor:** And this is with ESG?

**Roger Emmons:** Yes.

**Commissioner Johnson:** Make a motion to approve the payments for the Courthouse Renovation Project, Payment 8

**Commissioner Saylor:** For three hundred twenty-eight thousand three hundred fifty-two dollars and seventy-seven cents ($328,352.77). So, I second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(ESG Payment 8 is located on Pages 13 through 14 of these Official Minutes)*

## MIDWEST TELECOM COMMUNICATIONS
## APPROVE TELEPHONE SYSTEM PURCHASE AGREEMENT

**Roger Emmons:** Next, Discuss Approval of Purchase Agreement with Midwest Telecom Communications, INC, for their NEC SV91 00E Telephone System. And basically, I've given you kind of the past history of what's going on with this situation. And John Goth our, Todd's colleague, prepared a revised purchase agreement cover. He sent that to me on May 30th. I missed it, so I'm presenting it to you today for your official approval of the agreement.

**Todd Glass:** Which merely includes the cover page to the agreement.

**Commissioner Saylor:** Okay. So, we need to approve that by motion?

**Roger Emmons:** Yes, Sir.

**Todd Glass:** Yes, Sir.

**Commissioner Saylor:** Alright.

**Commissioner Johnson:** Make a motion to approve the purchase agreement with Midwest Telecom.

**Commissioner Saylor:** I second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

**Roger Emmons:** Thank you very much.

*(Midwest Telecom Purchase Agreement is located on Pages 15 through 17 of these Official Minutes)*

## BOONVILLE DOWNTOWN PLAZA PROJECT
## JBI CONSTRUCTION - PAY APPLICATION 4 AND 5

**Roger Emmons:** Next is the County's share of the Boonville Downtown Plaza Project. JBI Construction, INC. It's Pay Application 4 and 5. I sent those to you on July 2nd. Those are the Pay Apps were attached. Basically (Pay Application) 4 is for eighty-eight thousand one hundred thirty-six dollars and twenty-six cents ($88,136.26). It covers the month of April. (Pay Application) 5 is for forty-one thousand eight hundred fifty-three dollars and twenty-two cents ($41,853.22) for the month of May. The total is one hundred twenty-nine thousand nine hundred eighty-nine dollars and forty-eight cents ($129,989.48).

**Commissioner Saylor:** Roger, what is our balance due on this, on this project?

**Roger Emmons:** (Inaudible) 5, excuse me, balance to finish plus retainage is eighty-seven thousand six hundred fourteen dollars and fifty-three cents ($87,614.53). That, should you approve both (Payment Application) 4 and 5.

**Commissioner Saylor:** (Payment Application) 4 and 5, if those were, okay. And the total project was valued at four hundred fifty-two thousand nine hundred eighty dollars ($452,980.00)?

**Roger Emmons:** That was our share, yes.

**Commissioner Saylor:** Mr. Johnson, do you have anything on this or do you want to approve both of these? Or...?

**Commissioner Johnson:** I don't think so. I'm concerned about some of this aesthetics on the outside wall. They have not completed the north side sidewalks to date. They've got a lot of work to do. I would go along with paying (Payment Application) 4, but I'm gonna hold back on (Payment Application) 5. That will give us approximately a hundred and twenty thousand ($120,000.00) retainer to finish it up.

**Commissioner Saylor:** So, then I just need to ask for a motion then for the Pay App 4?

**Todd Glass:** If that's the only motion you have made, then that would be the only one (1) you would entertain a motion to approve.

**Commissioner Saylor:** Okay, so, Commissioner, would you like to make that motion.

**Commissioner Johnson:** I'll make a motion to pay Application 4 and wait on Application 5 until further notice.

**Commissioner Saylor:** Just for the record, Pay Application 4 is eighty-eight thousand one hundred thirty-six dollars and twenty-six cents ($88,136.26). So, I'll second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(JBI Pay Application 4 is located on Pages 18 through 19 of these Official Minutes)*

## FIXED ASSET NOTIFICATION FORM
## SHERIFF

**Roger Emmons:** Next item is a Fixed Asset Notification Form for the Sheriff's Office. It's for four (4), essentially memory upgrades. But Bobby explained it was an attachment to the servers. The total cost of the four (4) is four thousand six hundred twenty-four dollars ($4,624.00). Each unit is well above the amount specified in our Fixed Asset Control Ordinance. Need an approval by motion.

**Commissioner Johnson:** Make a motion to approve the four (4) memory upgrade servers for the Sheriff's Department for the amount of forty-six hundred twenty-four dollars ($4,624.00).

**Commissioner Saylor:** I second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(Fixed Asset, Cisco Servers, is located on Page 19 of these Official Minutes)*

## AMERICAN RED CROSS BLOOD DRIVE

**Roger Emmons:** Commissioners, one (1) item I want to mention, I did email you about the American Red Cross's Blood Drive. This year's is scheduled for July 22nd at the Boonville-Warrick County Library. It's from 2:00 PM to 6:00 PM. You approved one (1) last year that was held on July 23rd. Just need your consensus on that.

**Commissioner Saylor:** I'm okay with it.

**Commissioner Johnson:** I'm okay with it.

**Roger Emmons:** That's all I have, Gentlemen. Thank you very much.

## CONTINUED DISCUSSION ON BOONVILLE PLAZA RENOVATION PROJECT

**Commissioner Saylor:** I would like to add one (1), one (1) comment to item number four (4).

**Roger Emmons:** Is that the, the Pay App?

**Commissioner Saylor:** I'm not real happy with the saw cut over by the JC in that concrete and the way that's been fixed and repaired. Right now, I can't accept that on behalf of the taxpayers.

**Roger Emmons:** Did you hear any updates on that? Today, I met with Brad and you, and the situation wasn't to cut the outside cut. They cut along the inside...

**Commissioner Saylor:** That's the cut I'm talking about. They cut into the, into the...

**Roger Emmons:** So, they should have known right there that that could have been a problem.

**Commissioner Saylor:** So, I just wanted to put that on record. I'm not happy with that and they fixed it by putting in a little caulking.

**Roger Emmons:** Right.

**Commissioner Saylor:** So, now you've got a cut, a concrete saw cut in there and they wouldn't accept it their house, so I don't think we should accept it at our house.

**Roger Emmons:** Right. Thank you, Mr. President.

## COUNTY ATTORNEY
## EXPRESS EMPLOYMENT
## TEMPORARY CUSTODIAN STAFFING AGREEMENT

**Commissioner Saylor:** Next item on the agenda is our County Attorney.

**Todd Glass:** Yes, Mr. President. First on the agenda is a Temporary Custodian Staffing Agreement. This is to formalize the contract with a new temporary custodian that the Board had to take action on in the interim since the last meeting. I believe a custodian is on the job now. This is with Express Employment Professionals. And I'm familiar with Express Employment. I think the Solid Waste District uses them.

**Commissioner Johnson:** Yes.

**Todd Glass:** But it's their standard contract and as the Board knows, it is a payment to Express and Express Employee working on behalf of the County. And there's restrictions of course if the County would ever decide they would want to hire this individual as a County Employee. So, just be aware of that. There's contractual restrictions on that. But it's in proper form and ready for your approval if you want to continue the custodial services.

**Commissioner Saylor:** So just for clarifications, say we want to hire them. What's that mean, Counselor? Do we have to pay them something for a period of time?

**Todd Glass:** Pretty much, you wouldn't do it. There's a thirty percent (30%) for the expected earnings of the individual that you'd have to pay. Basically, Express is not wanting you to hire away their employees that they're contracting with the County. You can negotiate with Express and plan to do that in a deliberate fashion. But there are significant penalties trying to do it behind their backs. Which we wouldn't want to do.

**Commissioner Saylor:** So...

**Todd Glass:** There is, there is a time period of I believe six (6) months that after the employee no longer works for Express, after six months, you can hire without penalty. But at least it takes care of the County's need presently.

**Commissioner Saylor:** Right. So, do we need to approve that?

**Commissioner Johnson:** Why wouldn't we do like we just did at Solid Waste this month? Have them find us a person...

**Roger Emmons:** They have.

**Commissioner Johnson:** Ten percent (10%), not thirty (30%).

**Roger Emmons:** No, it's thirty-four percent (34%). They're telling me this is the same markup they gave the Recycle Center. Are the anticipated (inaudible)...we pay part time ten dollars and sixty cents ($10.60) an hour.

**Commissioner Johnson:** It's thirty-four percent (34%), however, if you hire that person, it's a ten percent (10%) finder's fee and everything paid out of the thirty-four percent (34%) is applied to that ten percent (10%), so if you hire them after a week, you still owe them ten percent (10%) of their annual salary. It stays the same. It's just a matter of how you repay that.

**Roger Emmons:** Well, but I thought we discussed that we were looking at the part-time custodian then becoming a full time?

**Commissioner Johnson:** I'm okay with that. I'm just saying that this contract sounds different than the one (1) I just signed the other day. It's fine. I'm sorry.

**Commissioner Saylor:** You think, you think it's different? You think the dollar amounts...?

**Commissioner Johnson:** I think the dollar amount, we're not going to, if you did try to hire this person, the dollar amount would be more percentage wise than what we're paying for Solid Waste.

**Commissioner Saylor:** If we hire them?

**Commissioner Johnson:** If you hire them. The percentage of pay for hourly wages is the same.

**Commissioner Saylor:** So, that only comes in effect if we try to hire them?

**Commissioner Johnson:** Correct. So, I'm okay with it.

**Commissioner Saylor:** You okay? You want to make the motion?

**Commissioner Johnson:** What's the motion for? To approve this contract?

**Commissioner Saylor:** To approve this staffing agreement.

**Commissioner Johnson:** I make a motion to approve the staffing agreement.

**Commissioner Saylor:** And I'll second that. And all in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Todd Glass:** And do you have that, Roger?

**Roger Emmons:** I do. I have the agreement.

***(Express Employment Agreement is located on Pages 19 through 20 of these Official Minutes)***

## TRI-STATE COMMUNITY CLINICS, LLC
## CONTRACT FOR SERVICES

**Todd Glass:** Next item on the agenda for me, Mr. President, is a contract for services with Tri-State Community Clinics. This is a contract for services for the Health Clinic for County Employees to provide medical services at the Tri-State Community Clinics Facilities. We've reviewed the form of the contract that's in proper form and ready for approval. And again, just for the record, Mr. President, some of the key obligations of the County is to provide a list of eligible employees and their dependents upon initial enrollment and additional employees as they are enrolled or as they become eligible for this clinic program to Tri-State Clinic. We will make available our employees for a group meeting to provide information to the employees about the clinic. And the term is for one (1) year with an automatic renewal unless notified otherwise that it's not being renewed. So, I know the Board has worked hard with the School

Corporation to get this in place and the Tri-State Community Service Contract for Clinic Services is ready for your approval.

**Commissioner Saylor:** This is not with the School Corporation?

**Todd Glass:** No, it's with Tri-State Community...

**Commissioner Saylor:** Okay, you, that way, we've been in talks with them too. Yes. You're alright.

**Todd Glass:** Right.

**Commissioner Saylor:** Counsel, let me ask you this. If we decide to, that we want to discontinue this agreement, what's the stipulations on discontinuing the agreement? Or the services? What, do we have to give notice? And if so, how long? What's the timeline? Are you aware of any of that language?

**Roger Emmons:** Sixty (60) days. Calendar days.

**Todd Glass:** Sixty (60) calendar days before the end of the one (1) year term. May be terminated for cause by either parties with ninety (90) days prior notice for breach.

**Commissioner Saylor:** So, sixty (60) days and ninety (90) days?

**Todd Glass:** Well, sixty (60) days from the end of the one (1) year term. So, ten (10) months from now. But there's no, no termination clause for, you can have a termination provision in a contract for no cause if you want to do that. And if you want that inserted in the contract, you can approve the contract with that additional clause inserted. But, I don't see it provided in this for, you know, if you approve it you can only terminate it through a breach or at the end of the one (1) year period.

**Commissioner Johnson:** (Inaudible) ninety (90) days, (inaudible) get rid of them.

**Commissioner Saylor:** We'd need to give them a sixty (60) day notice.

**Bobby Howard:** Prior to the (inaudible) term.

**Todd Glass:** Right.

**Roger Emmons:** It does say the non-breaching party may immediately terminate this agreement upon the expiration of the ninety (90) day period. The non-breaching party.

**Commissioner Saylor:** And you're comfortable with all that language?

**Todd Glass:** It does not allow the County to terminate it say after six (6) months if you don't like how it's going. If you want that sort of provision inserted, you'd have to tell them that that's the only condition that you would approve the contract.

**Commissioner Saylor:** I think it would be difficult to make an assessment of the success or failure of the program in six (6) months.

**Commissioner Johnson:** I agree.

**Todd Glass:** But under the current term...

**Commissioner Saylor:** After a year, we can...

**Todd Glass:** Well, we'd diary it for about nine (9) months out because at ten (10) months you'd have to give a notice not to continue.

**Commissioner Johnson:** And this is an annual contract?

**Todd Glass:** Just one (1) year. Which is rather flexible as far as that goes.

**Commissioner Saylor:** So, we basically need to calendar in ten (10) months from now to do a reassessment of this to drill down...

**Roger Emmons:** Yes.

**Todd Glass:** Correct.

**Commissioner Saylor:** Okay. Alright. Do you have anything else? You want to make a motion?

**Commissioner Johnson:** I make a motion to approve the contract for services with Tri-State Community Clinics.

**Commissioner Saylor:** And I'll second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Todd Glass:** Thank you. Nothing further.

*(Tri-State Community Clinics Contract is located on Pages 20 through 22 of these Official Minutes)*

## COUNTY AUDITOR
## NON-CERTIFIED CLAIMS

**Commissioner Saylor:** Next item on the agenda is County Auditor. Mrs. Stevens?

**Auditor Stevens:** Alright, thank you. I've got just two (2) Non-Certified Claims. Office Depot, Highway Department, fifty-four dollars and forty-eight cents ($54.48). Of that, twelve-sixty ($12.60) is for bowls, forks, and Kleenex tissue. Total, fifty-four-forty-eight ($54.48). Office Depot, Cum Drain, eighty-six dollars and thirty-six cents ($86.36). And of that, eighteen dollars and forty-nine cents ($18.49) were for facial tissues. And so that's a total of one-forty-eighty-four ($140.84) for Non-Certifieds.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to pay the Claims.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

*(Non-Certified Claims are located on Page 22 of these Official Minutes)*

## CERTIFIED CLAIMS

**Auditor Stevens:** Certified Claims total two million three hundred forty thousand eight hundred fifty-seven dollars and thirteen cents ($2,340,857.13).

**Commissioner Saylor:** Debbie, I screwed mine up. Can you, can you say that one (1) more time?

**Auditor Stevens:** I sure can. How about if I just read you numbers? Two-three-four-zero-eight-five-seven point one-three ($2,340,857.13).

**Commissioner Saylor:** Got it.

**Auditor Stevens:** Okay.

**Commissioner Saylor:** Do I have a motion to approve the Claims?

**Commissioner Johnson:** Motion to approve the Claims.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries three-zero (Motion carried 2-0 as only two Commissioners were present for the meeting).

**Auditor Stevens:** Okay, thank you, guys. That's all I have.

**Commissioner Saylor:** Thank you, Debbie.

*(Certified Claims are located on Pages 23 through 27 of these Official Minutes)*

## COUNTY ENGINEER/HIGHWAY
## CONTRACT FOR BELL ROAD CE SERVICES WITH AMERICAN STRUCTUREPOINT

**Commissioner Saylor:** Next item on the agenda is our County Engineer/Highway Department.

**Bobby Howard:** Thank you. The first item I have is the contract for the CE Services for the Bell Road Project with American Structurepoint. This contract is a Boilerplate LPA Consulting Contract. It has been submitted to INDOT for their review. And they have authorized us to proceed with signatures for compensation of eight hundred seventy-seven thousand fifteen dollars and sixty-four cents ($877,015.64). Of that at this time, Federal Funds are not available, but I am pursuing Federal Funds as they become available and the MPO has told me that there is a chance this November that I could have more funds towards this. If not utilizing Federal Funds, I do have a budget able to cover this cost. But I'm hoping to take advantage of the Federal Funds that are available, as they come available for this. The MPO is just funding construction match right now and not funding CE or construction inspection at this time. But, I ask that you approve this contract.

**Commissioner Saylor:** Approving this, you say, won't hurt the chances of getting that, getting those dollars later?

**Bobby Howard:** No, it does not. I verified that with the MPO. I may be able to wait to even issue a notice to proceed until, until the MPO has that information already on whether or not there's going to be a different dollars. So, I plan on holding the notice to proceed until I hear back from the MPO.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to approve the contract for the Bell Road engineering with American Structurepoint.

**Commissioner Saylor:** I'll second that. All in favor signify by saying, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

***(American Structurepoint CE Contract, Bell Road, is located on Pages 27 through 33 of these Official Minutes)***

## CONTRACT FOR BRIDGE 310 WITH LOCHMUELLER GROUP

**Bobby Howard:** The next item I have is the Contract for Bridge 310 with Lochmueller Group. This is another Boilerplate LPA Consulting Contract for, this is for professional engineering services. This is through INDOT. Their, their Bridge Rural (inaudible) Program. So they do have eighty-twenty (80%-20%) match on these dollars at this time. And this total amount is four hundred and ninety-one thousand six hundred fifty-five dollars ($491,655.00). I'd ask for approval to proceed with approving this contract with Lochmueller Group.

**Commissioner Johnson:** Make a motion to approve Bridge 310 with Lochmueller Group.

**Commissioner Saylor:** I'll second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0).

***(Lochmueller Group, Bridge 310, is located on File in the Auditor's Office)***

## WARRICK TRAILS SRTS PROJECT SUPPLEMENTAL FOR PE

**Bobby Howard:** Next item I have is the Warrick Trails Safe Routes to School. It's a Project Supplemental. This is for some work involving the environmental, had a Categorical Exclusion Level 2 Document, and basically the Feds changed some of the rules after we had already had a scoping meeting done. So, this basically is an increase in cost that they justified with that. And I agree with the justification. It's for eleven thousand eight hundred twenty-five dollars and fifty cents ($11,825.50).

**Commissioner Saylor:** Motion to approve?

**Commissioner Johnson:** I'll make that motion to approve the Project Supplemental for Warrick Trails.

**Commissioner Saylor:** Second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

***(Warrick Trails Project Supplemental is located on Page 35 of these Official Minutes)***

## EPWORTH ROAD AND WARRICK TRAILS INTERSECTION IMPROVEMENT PROJECT AMENDMENT #1 WITH LOCHMUELLER GROUP

**Bobby Howard:** I have one (1) more item that came in late so I wasn't able to get it on the agenda. But this is an Amendment #1 to the agreement with Lochmueller Group for the Epworth Road and Warrick Trails Intersection Improvement Project. Looking at that, this is the scoping to look at some right-of-way surfaces. We have a preliminary design done and we need to look at buying some additional easements to do a little widening on the west side of that intersection. And this increases the cost from, basically, it increases the cost to thirty-eight thousand eight hundred and fifty dollars ($38,850.00) from thirty-five thousand five hundred dollars ($35,500.00). So three thousand three hundred fifty dollars ($3,350.00) is their amount for this agreement.

**Commissioner Johnson:** Make a motion to approve.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Bobby Howard:** That is all I have. Thank you.

**Commissioner Saylor:** Thank you, Bobby.

***(Lochmueller Group, Amendment #1, is located on Page 33 of these Official Minutes).***

## COUNTY PURCHASING
## QUOTES FOR BITUMINOUS SURFACING – HIGHWAY DEPARTMENT

**Commissioner Saylor:** Next item on the agenda is our County Purchasing. Joe?

**Joe Grassman:** Joe Grassman, Purchasing Manager. I wondered if I could do my items in reverse order?

**Commissioner Saylor:** Yeah, that's fine.

**Joe Grassman:** Thank you very much. You're a hard guy, Dan. So, the first item would be the invitations to quote, the responses for the invitations to quote the Highway Bituminous Projects. We had two (2) of them that we requested invitations to quote. We solicited bids from Metzger Construction, E & B Paving, and Rudolph Brothers and received response from all three (3) of those companies. We received, well, we issued the invitations to quote for these projects pursuant to Indiana Code 36-1-12-4. That being said, the award for these con...for these, the contract awards should be the lowest responsible, responsive bids. At this point we're going to open. What we'll find in these packets is a lot of information, but the first thing we want to establish is who's the lowest bid. So, there's going to be two (2) projects with costs associated with each. And I'd like to, if I could, as I open these I'll hand these to Bobby so he can determine while I'm finishing up, who's the lowest bidder. And then it can be awarded, cause I think he'd like to get this awarded...

**Bobby Howard:** We need to award it tonight to, we have to send in a sign that we're under contract with INDOT by the 15th.

**Commissioner Saylor:** Okay.

**Joe Grassman:** So, if he establishes the lowest bidder then I, you can award it contingent on me determining that that same person or that same company was responsible. And I'm assuming there could be two (2) different awards?

**Bobby Howard:** No. Well, in this case the project is both roads together.

**Joe Grassman:** Oh, okay. It's one (1) number. Alright.

**Bobby Howard:** Yes.

**Joe Grassman:** Okay, let's get on with it. And what I'd like to do, the reason I switched the order on my business is while he's doing that...

**Commissioner Saylor:** We'll do the other one (1)?

**Joe Grassman:** The first quote from E & B Paving.

**Roger Emmons:** What is the project? What road?

**Bobby Howard:** This, this is a Community Crossings Grant. This is for Stevenson Station Road and Zoar Church Road from (State Road) 62 to New Harmony Road. And then Old Boonville Highway from State Road 62 to the County line. (Inaudible).

**Joe Grassman:** The second, the second quote is from J.H. Rudolph and Company, INC. And the third quote is from Metzger Construction.

***(Metzger Construction bid is located on File in the Auditor's Office)***

## QUOTES FOR NEW JC ELEVATOR SUMP PUMP

**Joe Grassman:** While he's looking at those, I'll go to the second item of business. And that was, I issued or solicited invitations to quote having a sump pump installed in the prisoner's elevator in the Judicial Center. I solicited quotes from three (3) different local area plumbing companies: Helms Plumbing, Murphy Elevator, and Bayer Plumbing. And only received in response, one (1) quote and that would be from Helms Plumbing and Electric. So, they estimated, well, their quote is materials, four-fifty ($450.00), four hundred fifty dollars ($450.00); labor, nine hundred twenty dollars ($920.00). So, I'm sorry, jack hammer and air chisel, fifty dollars ($50.00); for a total of one thousand four hundred and twenty dollars ($1,420.00). And this is also, the invitation to quote's pursuant to Indiana Code 36-1-12-5, which has the same stipulations as the 36-1-12-4 and that's that you have to award it to the lowest responsible and responsive bidder. We know Mr. Helms is very responsible and he's done a lot of work for us in the past. He's obviously the only bidder but he's also (inaudible).

**Commissioner Saylor:** We've been happy with his work and he's good.

**Joe Grassman:** Oh, yeah. So, I would, I would recommend you award it to Mr. Helms.

**Roger Emmons:** Does it specify that he's responsible for any required permits?

**Joe Grassman:** Yeah, I think he did put that in there.

**Roger Emmons:** Okay. It's a County building so they can waive the fee, but he needs the permit.

**Joe Grassman:** The successful bidder are issued, publish, and display all notices, secure all licenses, and permits required by the County, City of Boonville, OSHA, and the State of Indiana.

**Roger Emmons:** Okay, thank you, Joe.

**Commissioner Saylor:** Motion to approve Mr. Helms?

**Commissioner Johnson:** Make a motion to approve Helms for the sump pump replacement, fourteen hundred and twenty dollars ($1,420.00).

**Commissioner Saylor:** I'll second that. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries two, zero (2-0). Thank you, Sir. Tabulating it still.

***(Helms Plumbing Contract is located on Page 36 of these Official Minutes)***

## CONTINUED DISCUSSION ON QUOTES FOR BITUMINOUS SURFACING HIGHWAY DEPARTMENT

**Bobby Howard:** Okay, the total for E & B for the project is one million eighty-six thousand nine hundred and twenty-seven dollars and seventy-three cents ($1,086,927.73). J.H. Rudolph is one million one hundred sixty-three thousand six hundred ninety-one dollars and twenty-five cents ($1,163,691.25).

**Todd Glass:** And Metzger Construction total bid nine hundred eighty-six thousand four hundred fifty-one dollars and ninety-four cents ($986,451.94).

**Roger Emmons:** You said E & B was one point nine ($1,900,000.00) something?

**Bobby Howard:** One million eighty-six thousand nine hundred twenty-seven dollars and seventy-three cents ($1,086,927.73).

**Roger Emmons:** Oh, I'm sorry. Thank you.

**Bobby Howard:** So, going with the low bid.

**Todd Glass:** The Board would consider making a motion to approve the low bid from Metzger Construction Company...

**Bobby Howard:** And contingent...

**Todd Glass:** And contingent upon Joe's review of, for responsiveness.

**Commissioner Johnson:** I'll make that motion.

**Commissioner Saylor:** As stated by Counsel?

**Commissioner Johnson:** Yes, Sir.

**Commissioner Saylor:** I'll second that motion. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Motion carries three-zero (Motion carried 2-0).

**Commissioner Johnson:** Two (2).

**Commissioner Saylor:** Two, zero (2-0). Excuse me.

**Joe Grassman:** That's all I have.

**Commissioner Saylor:** Thank you, Joe.

**Commissioner Johnson:** Thank you, Joe.

**Bobby Howard:** If anyone in the audience wants to see the bids, they can before they leave.

***(Metzger Construction Contract is located on File in the Auditor's Office)***

## COUNTY SHERIFF
## INMATE PHONES – VIDEO ARRAIGNMENT

**Commissioner Saylor:** Next item on the agenda is County Sheriff. Sheriff, you've done a good job of keeping that back row quiet.

**Sheriff Wilder:** I know. Sheriff Mike Wilder. I just have two (2) proposals that I'd like to present to you to review over the next two (2) weeks. Maybe have Todd review these. They're basically contracts. Currently in our jail we have secure, they do all of our inmate phones. That contract was signed by Sheriff Kruse and, former Sheriff Kruse, and is going to expire in September or October, I believe. And I've been getting quotes from these two (2) companies. There's, they're the main two (2) in this area. So, they've turned this in, so, I'd like Todd and you guys to review them. And I'm going to review it myself and maybe next week we can make a recommendation and come to the conclusion of what phone company we should go with within our jail. This is only for the inmate's side. This isn't on the administrative side or anything like that. It's just inmate cell phones. They've added a lot of stuff to these. Joe might be glad to hear this, cause I know we've worked a little bit on video arraignment. These are included in this. They, both companies at no cost, will have a video arraignment. There'd be three (3) cameras in the jail or one (1) in the jail and one (1) in each court room and some other stuff. So, this is for you guys to review and look over. Next meeting we can come to a decision on it. That's all I have.

**Commissioner Saylor:** Okay, so, you want this on the agenda for the July 22nd meeting?

**Sheriff Wilder:** Yeah, I think so. Plus, if we have any questions and we could always I guess then over the next week or two (2) looking at it. There's a lot of legal jargon that I don't understand. But the bullet points and stuff, I think I understand most of it. But...

**Commissioner Saylor:** Todd, you think we can get this all...?

**Commissioner Saylor:** Okay, so, can you put it on the next agenda?

**Roger Emmons:** Yeah.

**Commissioner Saylor:** For the next meeting, July 22nd? Okay.

**Sheriff Wilder:** Alright. Thank you.

**Commissioner Saylor:** Is that it? Thank you, Sheriff.

## COMMISSIONER ITEMS FOR DISCUSSION

**Commissioner Saylor:** Next item on the agenda, Commissioner Phillippe is absent. Commissioner Johnson?

**Commissioner Johnson:** Nothing further.

**Commissioner Saylor:** And I have nothing. So, I need a motion.

**Commissioner Johnson:** Make a motion to adjourn.

**Commissioner Saylor:** We are adjourned. (Motion carried 2-0).

**ADJOURNMENT:** Meeting adjourned at 4:39 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

**DAN SAYLOR, PRESIDENT**

**ROBERT JOHNSON, JR., VICE PRESIDENT**

**TERRY PHILLIPPE, MEMBER**

*ATTEST:*

**DEBORAH K. STEVENS, AUDITOR**
**WARRICK COUNTY, INDIANA**

*Minutes transcribed by Kristine Georges*

FILED
JUL 2 6 2019

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date:

LOCHMUELLER GROUP
6200 Vogel Road, Evansville, Indiana 47715
PHONE: 812.479.6200 • TOLL FREE: 800.423.7411

June 20, 2019

via email: srector@warrickcounty.gov

Ms. Sherri Rector
Warrick County Area Plan Commission
107 W Locust Street
Boonville, IN 47601

RE: St. Vincent Hospital – Commercial Entrance Drives
Lochgroup Project No. 116-0003-0PD

Dear Ms. Rector,

All commercial entrance drives along Epworth Road have been completed and inspected. The Owner has assured that all the items the County requested in the letter dated May 10th have been addressed and corrected.

This letter serves as Lochmueller's request on behalf of the Owner to close out the St. Vincent Hospital project regarding the commercial drives entrance drives within the County right-of-way.

Sincerely,

LOCHMUELLER GROUP, INC.

James A. Farny, P.E., P.S.
Senior Project Engineer

cc: File

FILED
JUN 2 0 2019
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 7/8/19

C-17-037

LOCHMUELLER GROUP
6200 Vogel Road, Evansville, Indiana 47715
PHONE: 812.479.6200 • TOLL FREE: 800.423.7411

FILED
JUL 2 6 2019

Allen Med

June 20, 2019

via email: srector@warrickcounty.gov

Ms. Sherri Rector
Warrick County Area Plan Commission
107 W Locust Street
Boonville, IN 47601

RE: St. Vincent Hospital – Drainage and Street Improvements
Lochgroup Project No. 116-0003-0PD

Dear Ms. Rector,

All drainage and street improvements along the north end of the project have been completed and inspected. The Owner has assured that all the items the County requested in the letter dated May 10th have been addressed and corrected.

This letter serves as Lochmueller's request on behalf of the Owner to close out the St. Vincent Hospital project regarding the drainage and street improvements within the County right-of-way.

Sincerely,

LOCHMUELLER GROUP, INC.

James A. Farny, P.E., P.S.
Senior Project Engineer

cc: File

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 7/8/19

Tri-State Hindu Temple
C-17-048

FILED
JUL 2 6 2019

7/8/19

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 7/8/19

*The Full Request for Extension of Surety for Tri-State Hindu Temple is located on File in the Auditor's Office.*

STREET ACCEPTANCE

FILED
JUL 2 6 2019

Date: 05/08/19 Receipt # 23432

NAME OF SUBDIVISION: ALLEN MEDICAL SUBDIVISION as recorded in 2017 E-006701 in the office of the Recorder of Warrick County, Indiana. DATED 08/08/2017

I hereby request acceptance of the following streets for maintenance by the County:

| NAME OF STREET | NO. OF LINEAL FEET |
|---|---|
| VANN ROAD | 745.5' |

SWISH LLC. (Phillip Rawley)
Subdivision Developer

A certificate by JAMES A. FARNY Indiana Registration # PE 60020434 Licensed Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners accompanies this request.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR STREET ACCEPTANCE.

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:

Date: July 8, 2019

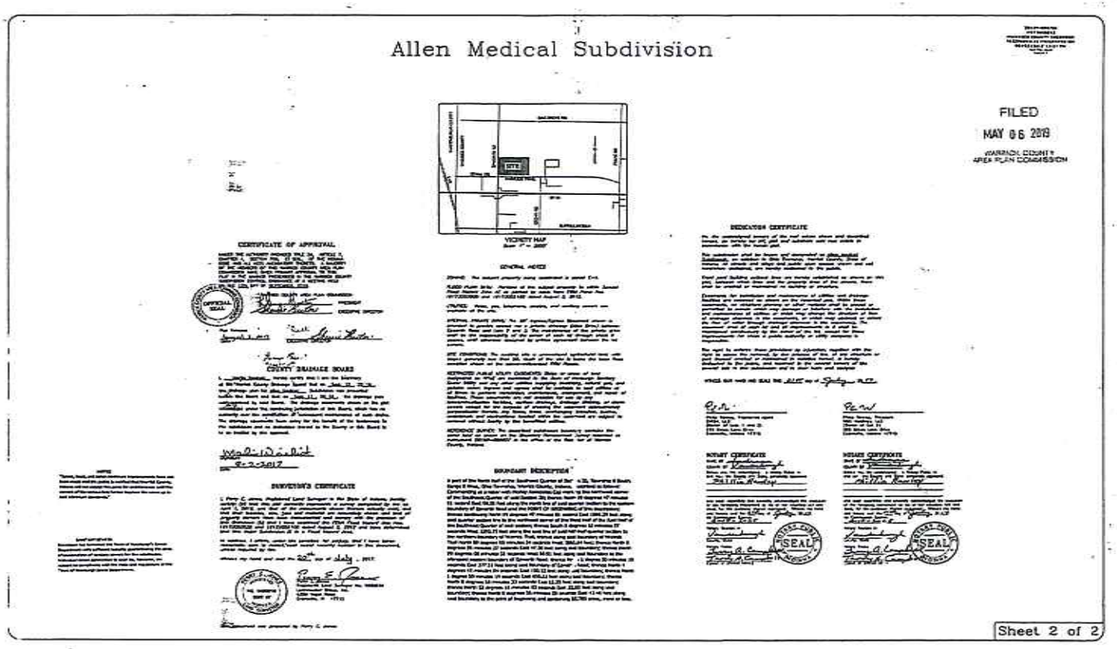
BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document Prepared by: James A. Farny

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

James A. Farny




esg
energy systems group

# INVOICE

Invoice No: 99000453
Invoice Date: 06/19/2019
Job No: 0201175.18.C00
Terms: Net 30 Days

**Bill To**
Warrick County Commissioners
*Attn: Roger Emmons, Administrator*
107 W. Locust Street, Suite 301 Warrick County Courthouse Boonville, IN 47601

Balance Due
**$328,352.77**

| Description | Total |
|---|---|
| Warrick County Courthouse - Payment Application #8<br>Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018 | $345,634.49 |

| | |
|---|---|
| Sub-Total | $345,634.49 |
| 5% Retainage | ($17,281.72) |
| **Balance Due:** | **$328,352.77** |
| *Net 30 Days* | |

**Remit Information:**

*For ACH (Automated Clearing House) transmittal:*
ABA: 086300041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group LLC
Account 101480880

*For Wire Transfers:*
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group LLC
Account 101480880

*By Mail:*
Energy Systems Group LLC
P.O.Box 634987
Cincinnati OH 45263-4987

**Rachel Petersen, Project Accountant**
*Energy Systems Group, LLC*
9877 Eastgate Court, Newburgh, IN 47630
T: 812-492-3767 | F: 833-834-0326 | rpetersen@esg.email

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Warrick County Commissioners
Roger Emmons, Administrator
107 W. Locust Street, Suite 301, Warrick County Courthouse
Boonville, IN 47601

PROJECT: Guaranteed Energy Savings
CONTRACT DATE: May 14, 2018

APPLICATION NUMBER: 8
APPLICATION DATE: June 19, 2019
PERIOD TO: June 15, 2019
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
Energy Systems Group
9877 Eastgate Court
Newburgh, IN 47630

Please Remit To

*Payment by Mail*
Energy Systems Group
PO BOX 634987
Cincinnati, OH 45263-4987

*ACH & EFT information (inbound & outbound):*
ABA: 086300041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group, LLC
Account 101480880
*Wire Transfers (inbound & outbound):*
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group, LLC
Account 101480880

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 0714619
My Commission Expires
June 27, 2026

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $6,143,876.00 |
| 2. Net change by Change Orders | | $0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | | $6,143,876.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | | $6,308,239.58 |
| 5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703) | $ 315,412.00 | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | $5,992,827.59 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $5,664,474.82 |
| 8. CURRENT PAYMENT DUE | | $328,352.77 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $328,803.42 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Drew Bailey, Vice President Date: 6/19/2019

State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 19th day of June, 2019
Notary Public: Rachel D. Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Sayler 7-8-19
Dan Sayler
Warrick County Commissioners Office

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT-1992 EDITION AIA G702-1992

## CONTINUATION SHEET

Based on AIA DOCUMENT G703

Based on AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 6/19/2019
PERIOD TO: 6/15/2019
ESG JOB NUMBER 0201175.18.C00

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | WORK COMPLETED | | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE 5% |
| 1 | **Engineering & Mobilization** | 1,535,594.00 | 1,535,594.00 | - | | 1,535,594.00 | 100.00% | - | 76,779.70 |
| 2 | **Courthouse Electrical Upgrades** | 753,818.36 | 753,818.36 | - | | 753,818.36 | 100.00% | - | 37,690.92 |
| 3 | **Courthouse Judicial Center Lighting** | 225,885.53 | 225,885.53 | - | | 225,885.53 | 100.00% | - | 11,294.28 |
| 4 | **Courthouse and Judicial Center HVAC Upgrades** | 2,010,465.41 | 1,809,418.87 | 201,046.54 | | 2,010,465.41 | 100.00% | - | 100,523.27 |
| 5 | **Courthouse Restroom and Plumbing Upgrades** | 295,094.05 | 292,143.11 | 2,950.94 | | 295,094.05 | 100.00% | - | 14,754.70 |
| 6 | **Courthouse Exterior Improvements** | 669,570.95 | 636,092.40 | 20,087.13 | | 656,179.53 | 98.00% | 13,391.42 | 32,808.98 |
| 7 | **Courthouse Interior Improvements** | 653,447.70 | 620,775.32 | 32,672.38 | | 653,447.70 | 100.00% | - | 32,672.39 |
| CO 1 | **Change Order #1** | 177,755.00 | 88,877.50 | 88,877.50 | | 177,755.00 | 100.00% | - | 8,887.75 |
| | | | | | | | | | |
| | **PROJECT TOTALS** | 6,321,631.00 | 5,962,605.09 | 345,634.49 | 0.00 | 6,308,239.58 | 99.79% | 13,391.42 | 315,412.00 |

Based on AIA DOCUMENT G703-APPLICATION FOR PAYMENT - MAY 1983 EDITION-AIA

## EXHIBIT B-1
### LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

Project Description: Warrick County Guaranteed Energy Savings
Contract or Purchase Order Number: 0201175.18.C00.00.00.00

Energy Systems Group, LLC, the undersigned, for and in consideration of the payments made to it by Owner, Agent and/or Contractor, for labor employed in and/or materials furnished for the above-referenced project, hereby certifies as follows:

1. The undersigned hereby affirms that there are no outstanding claims against the Owner, Contractor, or their agents, employees and/or its sureties in connection with this project.

2. In consideration of this progress payment to its complete satisfaction, the undersigned does hereby waive, release and quit claim in favor of the Owner, all rights that presently exist to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are located or an amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against the project.

3. The undersigned does hereby release, waive and discharge the project, the Owner of the project, the Contractor, and their agents, employees, and sureties, and other guarantors or obligors on the Bond or other undertaking, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the said Owner, Contractor, and their agents or employees, sureties and other guarantors or obligors on the Bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify, defend and hold the above parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.

4. The undersigned has not and will not assign any claim against the Owner, Contractor, and their agents or employees, sureties, and other guarantors or obligors on the Bond or other undertaking, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Lien Release and Waiver for Progressive Payment.

5. The undersigned warrants that upon receipt of $328,352.77, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialman, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

This Lien Release and Waiver for Progress Payment shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project.

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 19th day of June, 2019.

(Signature)
Energy Systems Group, LLC
(Company Name)

STATE OF Indiana )
COUNTY OF Warrick ) SS:

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 19th day of June, 2019.

(Notary Public)
Rachel Diane Petersen
(Printed Name)

County of Residence: Vanderburgh

My Commission Expires: June 27, 2026

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 0714619
My Commission Expires
June 27, 2026

**PURCHASE AGREEMENT**

This Agreement is entered into by and between MIDWEST TELECOM COMMUNICATIONS, INC. ("MTC"), and WARRICK COUNTY, INDIANA by and through its Board of Commissioners (the "County").

**WHEREAS**, MTC and the County desire to enter into a certain Purchase Agreement No. 10516 (the "Agreement"), attached as Exhibit 1, and its accompanying Terms and Conditions, attached as Exhibit 2; and

**WHEREAS**, MTC agrees to perform those services listed in the Agreement, in accordance with its Terms and Conditions; and

**WHEREAS**, the County agrees to pay the amount listed on the Agreement, in accordance with the payment terms and conditions as provided in the Agreement.

**NOW, THEREFORE**, MTC and the County hereby enter into the Agreement.

| Midwest Telecom Communications, Inc. | | Warrick County, Indiana | |
|---|---|---|---|
| By: | | By: | |
| Name: | DAVID B SHIPLEY | Name: | Dan Saylor |
| Title: | OWNER / PRESIDENT | Title: | President, Board of Commissioners |
| Date: | 7-10-2019 | Date: | 7-8-19 |

**Exhibit A**
**Purchase Agreement No. 10516**

MIDWEST TELECOM COMMUNICATIONS

1281 Maxwell Avenue
Evansville, IN 47711
Phone: (812) 421-0111
Fax: (812) 421-2823
Web: www.midwesttel.com
Email: sales@midwesttel.com

**Purchase Agreement**
No.: **10516**
Date: 4/30/2019

Prepared for:
**Warrick County Indiana**
107 W. Locust
Suite 301
Boonville, IN 47601 U.S.A.
Joe Grassman (812) 897-2622

Account No.: 2657
Phone: (812) 897-6120
Fax: (812) 897-6189

NEC SV9100E Telephone System

| Qty. | Item ID | Description |
|---|---|---|
| | | NEC SV9100K Telephone System Configuration |
| 1 | NEC18SV9100KITMTC | SV9100 - Hardware Assembly and Midwest Telecom Services |
| | | NEC SV9100K Judicial Center Configuration:<br>Voice Over IP Gateway Ports - 256<br>Standard User Licenses - 275<br>Multi Line Clients - 10<br>Digital Outside Line Ports -- 1PRI (23 lines)<br>Analog Station Ports -- 32 |
| 1 | NEC1640925MTC | SV9100E - 12 Telephone Package |
| 1 | NEC10133612018MTC | SV9100 Blade UC Desktop Suite InServer 3 |
| 1 | NEC1640068MTC | SV9100 Blade Trunk T1 / PRI - 24P |
| 2 | NEC1640097MTC | SV9100 Blade Analog 8-Ports Expandable |
| 2 | NEC1640099MTC | SV9100 Blade Analog - 8 Ports Daughter Board |
| 1 | SYN1MOH1200MTC | Music On Hold MP3 Synectix Player |
| | | NEC SV9100E Sheriff Department Configuration:<br>Voice Over IP Gateway Ports - 256<br>Digital Outside Line Ports -- 1PRI (23 lines)<br>Analog Station Ports -- 16 |
| 1 | NEC1640955MTC | SV9100E - 19" Netlink Package |
| 1 | NEC1640068MTC | SV9100 Blade Trunk T1 / PRI - 24P |
| 1 | NEC1640057MTC | SV9100 Blade Digital - 8 Ports - Expandable |
| 1 | NEC1640097MTC | SV9100 Blade Analog 8-Ports Expandable |
| 1 | NEC1640099MTC | SV9100 Blade Analog - 8 Ports Daughter Board |
| 1 | NEC1750305MTC | SV Adapter - 2 Ports - External - PGDAD |
| 1 | SYN1MOH1200MTC | Music On Hold MP3 Synectix Player |

MIDWEST TELECOM COMMUNICATIONS

1281 Maxwell Avenue
Evansville, IN 47711
Phone: (812) 421-0111
Fax: (812) 421-3823
Web: www.midwesttel.com
Email: sales@midwesttel.com

**Purchase Agreement**
No.: 10516
Date: 4/30/2019

Prepared for:
**Warrick County Indiana**
107 W. Locust
Suite 301
Boonville, IN 47601 U.S.A.
Joe Grassman (812) 897-2622

Account No.: 2657
Phone: (812) 897-6120
Fax: (812) 897-6189

NEC SV9100E Telephone System

| Qty. | Item ID | Description |
|---|---|---|
| | | NEC SV9100E Economic Development Configuration:<br>Voice Over IP Gateway Ports - 236<br>Analog Outside Line Ports – 4<br>Analog Station Ports – 2 |
| 1 | NEC1640955MTC | SV9100E - 19" Netlink Package |
| 1 | NEC1640060MTC | SV9100 Blade Trunk Analog LS/GS 4-Pt Expandable |
| 1 | NEC1640096MTC | SV9100 Blade Analog 4-Ports Expandable |
| | | NEC SV9100E Assessor Office Configuration:<br>Voice Over IP Gateway Ports - 236<br>Analog Outside Line Ports – 4<br>Analog Station Ports – 2 |
| 1 | NEC1640955MTC | SV9100E - 19" Netlink Package |
| 1 | NEC1640060MTC | SV9100 Blade Trunk Analog LS/GS 4-Pt Expandable |
| 1 | NEC1640096MTC | SV9100 Blade Analog 4-Ports Expandable |
| 1 | NEC1SV9100LICENSEMTC | SV9100 - License Assembly |
| 90 | NEC109113101MTC | SV9100 Lic SWA Premium for Netlink |
| 1 | NEC11168971MTC | SV9100 Lic - Incontrol CR Package |
| 1 | NEC11165211MTC | SV9100 Lic - InGuard - Toll Fraud |
| 1 | NEC1640703MTC | SV9100 Lic - Communications Analyst 236 User base license |
| 1 | NEC110634101MTC | SV9100 Lic - Communications Analyst Remote Site License |
| 1 | NEC110634501MTC | SV9100 Lic - Communications Analyst 236 User Expansion license |
| 1 | NEC110634201MTC | SV9100 Lic - Communications Analyst 236 Traffic Analysis License |
| 5 | NEC11259671MTC | SV9100 Lic - Advance User Add On - 01 |
| 10 | NEC1640796MTC | SV9100 Lic - Supports one SIP or H.323 Trunk |



MIDWEST TELECOM COMMUNICATIONS

1281 Maxwell Avenue
Evansville, IN 47711
Phone: (812) 421-0111
Fax: (812) 421-3823
Web: www.midwesttel.com
Email: sales@midwesttel.com

**Purchase Agreement**
No.: 10516
Date: 4/30/2019

Prepared for:
**Warrick County Indiana**
107 W. Locust
Suite 301
Boonville, IN 47601 U.S.A.
Joe Grassman (812) 897-2622

Account No.: 2657
Phone: (812) 897-6120
Fax: (812) 897-6189

NEC SV9100E Telephone System

| Qty. | Item ID | Description |
|---|---|---|
| 8 | NEC1640898MTC | SV9100 Lic - MLC User-1 |
| 2 | NEC1640898MTC | SV9100 Lic - MLC User-1 |
| | | InMail Voice Mail with Automated Attendant (16 ports)<br>120 Hours of Message Storage<br>250 Voice Mail to Email Integration<br>Web Based Telephone System Management |
| | | 250 - Telephones included:<br>250 - 32-Button Dual Display |
| 12 | NEC1660018MTC | SV9100 Phone DT830 IP-DESI less 8 button 32 function Gigabit - Black |
| 238 | NEC1660018MTC | SV9100 Phone DT830 IP-DESI less 8 button 32 function Gigabit - Black |
| 1 | TRP11500RM21MTC | Tripp Lite - SmartPro -UPS 1500VA LCD 120V - Black* |
| 250 | PatchCord6-05Purple | Patch Cord Cat6 5' Purple |
| 250 | PatchCord6-15Purple | Patch Cord Cat6 15' Purple |
| | | Five Year NEC Hardware Warranty<br>Five Year NEC Software Assurance<br>Includes Software Updates<br>Includes NEC Technical Support<br>Includes NEC Help Desk Access |
| 1 | NEC15YEARMTC | Warranty - 5 Years - NEC Hardware Warranty |
| 1 | NEC109111005MTC | SV9100 Lic SWA 5 Year Software Assurance 9100 |
| 1.00 | MA-MTC | Maintenance & Support Services Agreement - 1 Year MTC |



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**Purchase Agreement**
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NEC SV9100E Telephone System

| Qty. | Item ID | Description |
|---|---|---|

Local Area Network Needs for a Successful Installation:

SV9100 VoIP System will be utilizing the current network hardware and wiring within each Warrick County location.

Between the Judicial Center and the Court House the system will share upgraded Fiber network to provide a multi campus single system connection.

Between the Judicial Center and the Sheriff Department a new Fiber link is proposed with the modification of the WOW services currently offered.

Between the Judicial Center and the outlying offices, the connection will be supported through the WOW Internet access services.

It will be necessary to have IT available and involved during pre-installation and installation processes. Access to data network and IP addressing will be essential in a successful VOIP installation

These resources or costs are at the responsibility of the customer and are not included in the pricing of the proposal.

The proposal is based on IT assisting with loading the desktop applications and Cellular Applications

MTC staff will provide training on the Web Administration Portal during the installation process.

Telephone Hardware Installation and Programming
- Midwest Telecom Technicians are Certified by NEC and will program the telephone system.

User Training and Orientation of System Capabilities:
- User Guide and Setup Menus
- Support Desk Access

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**Purchase Agreement**
No.: **10516**
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Account No.: 2657
Phone: (812) 897-6120
Fax: (812) 897-6189

NEC SV9100E Telephone System

| Qty | Item ID | Description |
|---|---|---|
| | | PURCHASE AGREEMENT TERMS: Invoicing will be based on Progress Billing and Hardware Delivery. |

| | |
|---|---|
| Your Price: | $245,922.00 |
| Tax at 0.000%: | $0.00 |
| **Total:** | **$245,922.00** |

Prices are firm until 5/31/2019

Confidential Property of Midwest Telecom Communications

**Quoted by:** David Shipley, dshipley@midwesttel.com Date: 4/30/2019

**Accepted by:** Dan Saylor Date: 7-8-19

"Purchaser", by signing, agrees to purchase the communications systems and/or equipment subject to the terms & conditions specified on this purchase agreement and the accompanying Terms and Conditions page.



**Exhibit B**
**Terms and Conditions**

*Terms & Conditions*

[illegible]

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

| | | | |
|---|---|---|---|
| To (Owner): Warrick County | Application Period: 04/01/19 - 04/30/19 | Contractor's Application for Payment No. | 4 |
| | | Application Date: | 5/9/2019 |
| | From (Contractor): JBI Construction, Inc. | Via (Engineer): | Midwestern Engineers, Inc. |
| Project: Boonville Downtown Plaza | Contract: | | |
| Owner's Contract No.: | Contractor's Project No.: 11861 | Engineer's Project No.: | 2018012-01 |

Application For Payment
Change Order Summary

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| 1 | | $6,130.00 |
| 2 | | $177,947.50 |
| 5 | | $55,701.50 |
| TOTALS | | $239,779.00 |
| NET CHANGE BY CHANGE ORDERS | -$239,779.00 | |

1. ORIGINAL CONTRACT PRICE .......... $ $692,759.00
2. Net change by Change Orders .......... $ -$239,779.00
3. Current Contract Price (Line 1 ± 2) .......... $ $452,980.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) .......... $ $365,468.78
5. RETAINAGE:
   a. X 10% Work Completed .......... $ $36,546.88
   b. X Stored Material .......... $
   c. Total Retainage (Line 5.a + Line 5.b) .......... $ $36,546.88
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) .......... $ $328,921.90
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .......... $ $240,785.64
8. AMOUNT DUE THIS APPLICATION .......... $ $88,136.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) .......... $ $2,456,447.60

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By: E. M[signature] Date: 5/9/2019

JBI CONSTRUCTION, INC. CORPORATE SEAL Est. 2001 INDIANA

Payment of: $ Eighty-Eight Thousand One Hundred Thirty-Six Dollars and Twenty-Six Cents
(Line 8 or other - attach explanation of the other amount)

is recommended by: Clint W. R[signature] (Engineer) 5/30/19 (Date)

Payment of: $ Eighty-Eight Thousand One Hundred Thirty-Six Dollars and Twenty-Six Cents
(Line 8 or other - attach explanation of the other amount)

is approved by: x [signature] (Owner) 7/8/19 (Date)

Approved by: Funding or Financing Entity (if applicable) (Date)

EJCDC® C-620 Contractor's Application for Payment
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**Progress Estimate - Unit Price Work** **Contractor's Application**

For (Contract): Boonville Downtown Plaza | Application Number: 4
Application Period: 04/01/19 - 04/30/19 | Application Date: 5/9/2019

| Bid Item No. | Description | Item Quantity | Units | Unit Price | B Total Value of Item ($) | C Estimated Quantity Installed | D Value of Work Installed to Date | E Materials Presently Stored (not in C) | F Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | Construction Engineering | 1.00 | ls | $25,000.00 | $25,000.00 | | | | | | $25,000.00 |
| 002 | Mobilization & Demobilization | 1.00 | ls | $123,500.00 | $123,500.00 | | | | | | $123,500.00 |
| 003 | Clearing Right of Way | 1.00 | ls | $125,000.00 | $125,000.00 | | | | | | $125,000.00 |
| 004 | Temporary Silt Fence | 1,070.00 | lft | $2.00 | $2,140.00 | | | | | | $2,140.00 |
| 005 | Flag Pole Reset w/Concrete Foundation | 1.00 | ea | $3,000.00 | $3,000.00 | | | | | | $3,000.00 |
| 007 | Concrete Wall, Remove | 1,039.50 | lft | $52.00 | $54,028.00 | 88.00 | $54,028.00 | | $54,028.00 | 100.000% | |
| 009 | Temporary Inlet Protection | 9.00 | ea | $70.00 | $630.00 | | | | | | $630.00 |
| 010 | Subgrade Treatment, Type II | 3,966.00 | sys | $32.00 | $126,912.00 | 426.53 | $24,224.00 | | $24,224.00 | 19.087% | $102,688.00 |
| 011 | Structure Backfill, Type 1 | 430.00 | cys | $74.50 | $32,035.00 | | | | | | $32,035.00 |
| 012 | Milling Asphalt | 2,226.00 | sys | $15.00 | $33,390.00 | | | | | | $33,390.00 |
| 013 | Sidewalk, Concrete | 5,417.00 | sys | $48.00 | $260,016.00 | 333.90 | $20,427.36 | | $20,427.36 | 7.856% | $239,588.64 |
| 014 | Curb Ramp, Concrete | 205.00 | sys | $130.00 | $26,650.00 | | | | | | $26,650.00 |
| 015 | Detectable Warning Surfaces | 104.00 | sys | $165.00 | $17,160.00 | | | | | | $17,160.00 |
| 017 | Curb & Gutter, Concrete, Modified | 467.00 | lft | $38.00 | $17,746.00 | 49.00 | $1,862.00 | | $1,862.00 | 10.493% | $15,884.00 |
| 018 | PCCP for Approaches, 8" | 75.00 | sys | $95.00 | $7,125.00 | | $5,488.15 | | $5,488.15 | 77.027% | $1,636.85 |
| 019 | Wall | 1,070.00 | lft | $185.00 | $197,950.00 | 156.50 | $194,712.50 | | $194,712.50 | 98.364% | $3,237.50 |
| 022 | Surface Seal | 11,750.00 | sys | $2.00 | $23,500.00 | 547.97 | $1,095.94 | | $1,095.94 | 4.664% | $22,404.06 |
| 023 | Vault | 6.00 | ea | $8,900.00 | $53,400.00 | | | | | | $53,400.00 |
| 024 | Pipe, Type 2, Circular, 12" | 72.00 | lft | $75.00 | $5,400.00 | | | | | | $5,400.00 |
| 025 | Pipe, Type 4, Circular, 4" | 1,170.00 | lft | $16.00 | $18,720.00 | 586.50 | $17,720.00 | | $17,720.00 | 94.658% | $1,000.00 |
| 026 | HMA for Structure Installation, Type B | 80.00 | ton | $425.00 | $34,000.00 | | | | | | $34,000.00 |
| 029 | Flag Pole Sockets | 60.00 | ea | $215.00 | $12,900.00 | | | | | | $12,900.00 |
| 030 | Casting, Adjust to Grade | 15.00 | ea | $630.00 | $9,450.00 | | | | | | $9,450.00 |
| 031 | Inlet, HA5 | 8.00 | ea | $3,300.00 | $26,400.00 | | | | | | $26,400.00 |
| 032 | Structure Manhole, Reconstructed | 5.00 | lft | $800.00 | $4,000.00 | | | | | | $4,000.00 |
| 033 | Temporary Removable, 4" | 24,000.00 | lft | $1.20 | $28,800.00 | | | | | | $28,800.00 |
| 034 | Construction Sign, A | 17.00 | ea | $200.00 | $3,400.00 | | | | | | $3,400.00 |
| 035 | Construction Sign, B | 10.00 | ea | $135.00 | $1,350.00 | | | | | | $1,350.00 |
| 036 | Maintaining Traffic | 113,000.00 | dol | $1.00 | $113,000.00 | 2,724.55 | $6,445.20 | | $6,445.20 | 5.603% | $106,554.80 |
| 037 | Barricade, III-A | 72.00 | lft | $36.00 | $2,592.00 | | | | | | $2,592.00 |
| 038 | Portable Changeable Message Sign | 6.00 | ea | $10,200.00 | $61,200.00 | | | | | | $61,200.00 |
| 039 | Bollard | 15.00 | ea | $1,200.00 | $18,000.00 | | | | | | $18,000.00 |
| 040 | Sign Post Square, Type 1, Unreinforced Anchor Base | 142.00 | lft | $21.00 | $2,982.00 | | | | | | $2,982.00 |
| 041 | Sign Sheet & Supports, Remove | 14.00 | ea | $170.00 | $2,380.00 | | | | | | $2,380.00 |
| 042 | Sign Sheet w/Legend 0.080" | 22.00 | sft | $32.00 | $704.00 | | | | | | $704.00 |
| 043 | Signal Handhole Adjust to Grade | 31.00 | ea | $905.00 | $28,055.00 | | | | | | $28,055.00 |

EJCDC® C-620 Contractor's Application for Payment
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**Progress Estimate - Unit Price Work** **Contractor's Application**

For (Contract): Boonville Downtown Plaza | Application Number: 4
Application Period: 04/01/19 - 04/30/19 | Application Date: 5/9/2019

| Bid Item No. | Description | Item Quantity | Units | Unit Price | B Total Value of Item ($) | C Estimated Quantity Installed | D Value of Work Installed to Date | E Materials Presently Stored (not in C) | F Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 044 | Alcove Transition | 49.00 | ea | $550.00 | $26,950.00 | | | | | | $26,950.00 |
| 045 | HMA Surface, Type B, 9.5mm | 184.00 | ton | $190.00 | $34,960.00 | | | | | | $34,960.00 |
| 046 | HMA Intermediate, Type B, 19.0mm | 184.00 | ton | $170.00 | $31,280.00 | | | | | | $31,280.00 |
| 047 | Transverse Marking, Thermoplastic, Crosswalk Line | 834.00 | lft | $10.00 | $8,340.00 | | | | | | $8,340.00 |
| 048 | Line, Thermoplastic, Solid, White, 4" | 3,160.00 | lft | $1.20 | $3,792.00 | | | | | | $3,792.00 |
| 049 | Line, Thermoplastic, Solid, Yellow, 4" | 240.00 | lft | $1.20 | $288.00 | | | | | | $288.00 |
| 050 | Transverse Marking, Thermoplastic, Stop Line, White | 234.00 | lft | $12.00 | $2,808.00 | | | | | | $2,808.00 |
| 051 | Pavement Message Marking, Thermoplastic, Lane Indication | 16.00 | ea | $215.00 | $3,440.00 | | | | | | $3,440.00 |
| 052 | Hand Rail, Pedestrian | 75.00 | lft | $550.00 | $41,250.00 | | | | | | $41,250.00 |
| 053 | New Water Meter & Water Service Installation | 48.00 | ea | $3,000.00 | $144,000.00 | | | | | | $144,000.00 |
| 054 | Fire Hydrant | 4.00 | ea | $8,000.00 | $32,000.00 | | | | | | $32,000.00 |
| 055 | Curb & Gutter, A, Concrete | 2,624.00 | lft | $28.00 | $73,472.00 | 330.00 | $8,680.00 | | $8,680.00 | 11.814% | $64,792.00 |
| 057 | Architectural Surface Treatment | 1,605.00 | sft | $19.50 | $31,297.50 | 334.75 | $30,785.63 | | $30,785.63 | 98.365% | $511.87 |
| 101 | Conduit PVC 2 - Install Only w/Pull String | 4,000.00 | lft | $18.00 | $72,000.00 | | | | | | $72,000.00 |
| 102 | Handhole Lighting | 52.00 | ea | $875.00 | $45,500.00 | | | | | | $45,500.00 |
| 103 | Structure Backfill, Type 1 | 350.00 | cys | $60.00 | $21,000.00 | | | | | | $21,000.00 |
| 104 | Wire THW #4 CU in Plastic Duct in Conduit #1 | 1,365.00 | lft | $12.00 | $16,380.00 | | | | | | $16,380.00 |
| 107 | Service Point, Type 1, Modified | 1.00 | ea | $18,000.00 | $18,000.00 | | | | | | $18,000.00 |
| 108 | Cable Pole Circuit THWN #10, Copper Stranded | 560.00 | lft | $1.20 | $672.00 | | | | | | $672.00 |
| 109 | Connector Kit, Unfused | 8.00 | ea | $50.00 | $400.00 | | | | | | $400.00 |
| 110 | Connector Kit, Fused | 8.00 | ea | $50.00 | $400.00 | | | | | | $400.00 |
| 111 | Multiple Compression Fitting, Non-Waterproofed | 6.00 | ea | $30.00 | $180.00 | | | | | | $180.00 |
| 112 | Multiple Compression Fitting, Waterproofed | 44.00 | ea | $53.00 | $2,332.00 | | | | | | $2,332.00 |
| 113 | Insulation Line, Non-Waterproofed | 16.00 | ea | $29.00 | $464.00 | | | | | | $464.00 |
| 114 | Insulation Line, Waterproofed | 44.00 | ea | $58.00 | $2,552.00 | | | | | | $2,552.00 |
| 115 | Sign Underpass & Roadway Lighting Location Identify | 8.00 | ea | $36.00 | $288.00 | | | | | | $288.00 |
| 116 | Conduit PVC Schedule 40 | 1,365.00 | lft | $22.00 | $30,030.00 | | | | | | $30,030.00 |
| 201 | Wire XHHW #4 Copper in Plastic Duct, 4 1/C | 2,000.00 | lft | $12.00 | $24,000.00 | | | | | | $24,000.00 |
| 202 | Service Line | 461.00 | lft | $72.00 | $33,192.00 | | | | | | $33,192.00 |
| 203 | Bollard w/Electrical Receptacles | 12.00 | ea | $5,100.00 | $61,200.00 | | | | | | $61,200.00 |
| 204 | Handhole | 32.00 | ea | $900.00 | $28,800.00 | | | | | | $28,800.00 |
| 205 | Conduit PVC, 6" | 140.00 | lft | $42.50 | $5,950.00 | | | | | | $5,950.00 |
| 206 | Circuit Installation | 25,000.00 | dol | $1.00 | $25,000.00 | | | | | | $25,000.00 |
| 207 | Ground Rod w/Connector Install | 10.00 | ea | $96.50 | $965.00 | | | | | | $965.00 |
| 208 | Circuit Breaker Panel | 1.00 | ea | $19,000.00 | $19,000.00 | | | | | | $19,000.00 |
| 209 | Structure Backfill, Type 1 | 250.00 | cys | $60.00 | $15,000.00 | | | | | | $15,000.00 |

EJCDC® C-620 Contractor's Application for Payment
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**Progress Estimate - Unit Price Work** **Contractor's Application**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| For (Contract): | Boonville Downtown Plaza | | | | | | Application Number: | 4 | | | |
| Application Period: | 04/01/19 - 04/01/19 | | | | | | Application Date: | 5/9/2019 | | | |
| A | | | | B | C | D | E | F | | | |
| Item | | Contract Information | | | | | | | | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 210 | Interior Electric System Completion | 55,000.00 | dol | $1.00 | $55,000.00 | | | | | | $55,000.00 |
| 301 | NEMA Cabinet | 3.00 | ea | $2,200.00 | $6,600.00 | | | | | | $6,600.00 |
| 302 | Speaker (SBL-AWC63) | 16.00 | ea | $905.00 | $14,480.00 | | | | | | $14,480.00 |
| 303 | Camera (Internet Camera AV2023310B-28) | 4.00 | ea | $7,900.00 | $31,600.00 | | | | | | $31,600.00 |
| 304 | Bollard w/Electrical Receptacle | 12.00 | ea | $5,100.00 | $61,200.00 | | | | | | $61,200.00 |
| 305 | Conduit PVC, 2" | 8,000.00 | lft | $18.00 | $144,000.00 | | | | | | $144,000.00 |
| 306 | Ground Rod w/Connector Install | 10.00 | ea | $96.50 | $965.00 | | | | | | $965.00 |
| 307 | Speaker System Complete | 30,000.00 | dol | $1.00 | $30,000.00 | | | | | | $30,000.00 |
| 308 | Speaker Wire | 4,300.00 | lft | $2.50 | $11,250.00 | | | | | | $11,250.00 |
| 309 | Cable CAT 5 Internet Cable | 4,300.00 | lft | $3.20 | $13,760.00 | | | | | | $13,760.00 |
| 310 | Ubiquiti Internet Network (4 access points) | 20,000.00 | dol | $1.00 | $20,000.00 | | | | | | $20,000.00 |
| 311 | Camera & Speaker Pole (Agile KAS1-RD-16) | 4.00 | ea | $4,400.00 | $17,600.00 | | | | | | $17,600.00 |
| 400 | Colored Concrete | 142.00 | sys | $110.00 | $15,620.00 | | | | | | $15,620.00 |
| 900 | Pipe, PVC, 4" - Water Service Sleeves | 600.00 | lft | $12.30 | $8,100.00 | | | | | | $8,100.00 |
| 903 | Water Service Line, Abandon | 8.00 | ea | $1,064.50 | $8,387.00 | | | | | | $8,387.00 |
| 910 | Temporary Brick Pavers (needed) | 200.00 | sft | $24.50 | $4,900.00 | | | | | | $4,900.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | Totals | | | | $2,985,362.50 | | $245,460.78 | | $368,460.78 | 13.121% | $2,419,960.72 |

EJCDC C-620 Contractor's Application for Payment
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Page 3 of 3

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## FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Sheriff's

THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL

ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER (ATTACH COPY)

DATE OF TRANSACTION: 06/19/19

ACCOUNT NO: 31400.000.0000 P.O. NO: 23300

ESTIMATED LIFE EXPECTANCY: MILEAGE OR HOURS:

CIP NUMBER: LOCATION: SHERIFFS OFFICE

SERIAL OR VIN NUMBER: N/A

TOTAL/PARTIAL VALUE OF ASSET: $4,624.00

*(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)*

DESCRIPTION: 4 each: 32 GB DDR4-2400 MHz RDIMM PC4-19200 Memory upgrade for Servers

*(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)*

BRAND OR MAKE: Cisco MODEL NO:

YEAR: LICENSE NO: *ATTACH COPY OF REGISTRATION*

GROSS VEHICLE WEIGHT: *TRUCKS ONLY* TYPE OF FUEL:

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
*(ATTACH POLICE REPORT)*

DATE BOARD APPROVED: 7-8-19 DATE COUNCIL APPROVED:
*(ATTACH COPY OF MINUTES)* ✓ *(REAL PROPERTY VALUE > $9,999)*

DATE BOARD APPROVED: SIGNATURE:
*(REAL PROPERTY ONLY)* Dan Saylor, President, Commissioners

PERSON RESPONSIBLE: Roger Emmons, County Administrator
*SIGNATURE* *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:
Mike Wilder, Sheriff

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:

PRINTED NAME:

*AUDITOR'S USE ONLY*

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

---

**Express** Employment Professionals
Recognize Every Possibility. Integrate Every Resource.

**Temporary Services Agreement**
**Warrick County, Indiana**

Effective 07/01/2019

Thank you for allowing *Express Employment Professionals – Evansville* to provide your company with a quote for strategic staffing solutions. The following sets forth the terms of our proposal.

**OUR SERVICES:** Express Employment Professionals will locate, screen, evaluate, and test potential candidates. Our screening may include but is not limited to: criminal background checks, drug screening, and reference checking. For Contract Workers, *Express Employment Professionals* provides workers compensation insurance; State and Federal income taxes, FICA, FUI, SUI payments...In short, *Express Employment Professionals* covers all of the employer expenses until the person(s) assignment is ended.

**Position(s):** Custodian
*(Anticipated Pay rate of 10.00 per hour)*

**Rate:** 34% Markup on Paid Wages

**Billing:** Invoices are sent within ten (10) days of payroll and are due Net 10 days from invoice date. Overtime (hours worked over 40 hours in a calendar week) is paid and billed at time and a half. Prices quoted & billed reflect cash or check discounted price. Credit card accounts will have the 3% cash or check discount added back on.

**POLICIES:** Mutual understanding is the key for long-term business relationships; therefore, we provide this written confirmation of our terms. In order to refer candidates to you, we request an authorized signature confirming that your company has been informed of, and is in agreement with these terms and conditions.

- All information received from you will be held in strict confidence and used solely for the purpose of selecting qualified applicants.
- Information about applicants referred by Express is solely for your use and benefit, and must not be divulged to anyone outside of your company – except for the purpose of standard reference and credit investigation, with the applicant's consent.
- In the event that your company hires an applicant, or refers an applicant to any affiliate or company who hires the applicant, your company must assume responsibility for the resulting fee.
- Your prior receipt of a candidate's resume or other material from the candidate by any other source shall not affect your obligation to pay our service fee, unless the candidate was recently *(within 30 days)* contacted by you and was under active consideration by you at the time of our referral.

I have read, agree with, and approve the above terms and conditions as stated.

Warrick County Commissioners
by Dan Saylor, President
Dan Saylor 07/08/2019
Signature Date

Express Employment Professionals
Gregory Schulten
Signature Date 7/8/2019

Page 1 of 2

Express Employment Professionals
Recognizing People, Organizing Business

**Temporary Services Agreement**
**Warrick County, Indiana**

Effective 07/01/2019

*At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:*

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including proper workplace-specific OSHA training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually recording method by the invoice due date.
3. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than $1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of *your* insurer(s) to waive all rights of recovery (subrogation) against *us*.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing on the front of this form.
13. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

*Thank you for your business. We look forward to a mutually beneficial relationship.*



**TRI STATE COMMUNITY CLINICS, LLC**
**CONTRACT FOR SERVICES**

This Agreement for Services ("Agreement") is entered into by and between Tri State Community Clinics, LLC ("TSCC") and Warrick County ("Client") on this 8th day of July 2019 (TSCC and Client hereinafter each a "Party" or collectively "Parties").

**WHEREAS**, TSCC enters into contractual relationships with employers to establish a program of services that includes recruiting medical professionals, including physicians, nurse practitioners, nurses, and medical assistants ("Medical Professionals") to provide certain professional medical services at a TSCC facility for the Client's employees and dependents (this off-site service is a program known as Direct Care 4U ("DC4U"));

**WHEREAS**, the Client desires to contract with TSCC, and TSCC desires to contract with Client for TSCC to provide certain professional medical services at a TSCC facility for the Client's employees and dependents through the DC4U program.

**NOW THEREFORE**, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each Party, TSCC and Client hereby agree as follows:

**ARTICLE 1. OBLIGATIONS OF TSCC.** TSCC's obligations during the Term of this Agreement:

**Section 1. MEDICAL PROFESSIONALS.** TSCC will arrange for Medical Professionals to perform certain medical services (as defined herein) at a TSCC facility for the Client's employees and dependents (the TSCC facility is hereinafter referred to as "Clinic") as a part of the DC4U program.

**Section 2. MEDICAL SERVICES.** The medical services to be performed by the Medical Professionals are determined by the Medical Professionals and each individual patient. They shall include those services normally provided in a primary care setting, preventative care, urgent care, chronic disease management and wellness support, all as permitted by the licensure of the Medical Professionals and according to applicable professional medical standards. The precise level of medical services and the medical products available, including the array of generic medicines, shall be within the discretion of TSCC and consistent with the DC4U program.

**Section 3. MEDICAL RECORDS.**

a. Medical Professionals will maintain electronic medical records with respect to all of the patients, all of which electronic medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professionals provide the medical services in connection with this Agreement.

b. TSCC shall require the Medical Professionals to comply with applicable privacy standards. All patient records maintained by the Medical Professionals in connection with that Agreement shall be the sole property of the Medical Professionals and TSCC.

c. Electronic medical records shall be maintained in the secure TSCC server data center.

d. Client acknowledges and agrees that all of the medical records and other protected health information maintained by the Medical Professionals shall be held by the Medical Professionals in strictest confidence and that Client shall not be entitled to have access to the medical records maintained by the Medical





Professionals in the absence of written authorization from the relevant patient, all in accordance with applicable state and federal privacy laws and regulations.

**Section 4. PROFESSIONAL LIABILITY INSURANCE.** TSCC shall ensure each Medical Professional maintains professional liability insurance covering the acts and omissions of each Medical Professional throughout the Term of this Agreement in amounts that are reasonably satisfactory to TSCC; provided, however, that in no event shall the Medical Professionals' annual coverage limits be less than the limits for each Medical Professional to meet the requirements to be a health care provider who is qualified under the Indiana Medical Malpractice Act, IC 34-18, as amended, and to participate in the Patient's Compensation Fund pursuant to and to the extent required by the Indiana Medical Malpractice Act.

**Section 5. EQUIPMENT AND SUPPLIES.** All medical equipment and medical supplies used in the Clinic shall be the property of TSCC.

**Section 6. REPORTS AND COMMUNICATIONS.**

a. TSCC shall provide to Client written utilization reports of the Clinic.

b. TSCC shall provide assistance to Client in understanding provided reports to help assess the cost/benefit effectiveness of the Clinic and the DC4U program.

c. TSCC shall conduct, and Client shall facilitate making employees available for, group meetings to present information about the Clinic's services prior to the commencement of the DC4U program hereunder. TSCC shall also assist Client with communications to their employees regarding medical services provided at the Clinic to assist with the promotion of use of the Clinic.

d.

**Section 7. HEALTH RISK ASSESSMENT AND HEALTH COACHING.** TSCC shall provide the following services as a part of the DC4U program:

a. TSCC shall provide for each employee and dependent, who are eligible to access medical services through the DC4U program, to obtain a comprehensive annual physical examination including a health risk assessment with a basic lab panel, including follow-up health coaching.

b. TSCC shall provide daily access to a 24-hour call center for employees and dependents to speak with a nurse about health concerns.

**ARTICLE 2. OBLIGATIONS OF CLIENT.** Client's obligations during the Term of this Agreement:

**Section 1. FEES AND REIMBURSEMENTS.** Client shall pay TSCC fees and reimbursements as outlined in Article 4.

**Section 2. CENSUS.** Client shall promptly provide to TSCC a list of eligible employees and dependents upon initial enrollment in in the DC4U program and as additional employees and dependents are enrolled or become ineligible for DC4U program services.

**ARTICLE 3. STANDARDS OF MEDICAL PRACTICE.**

**Section 1. MEDICAL PROFESSIONAL CREDENTIALS.** Medical Professionals shall maintain:

a. Compliance with all applicable laws and regulations of the State of Indiana governing the licensing of their specific area of practice, including but not limited to physicians, nurse practitioners, nurses and medical assistants.
b. An active license in the State of Indiana for their specific area of practice, including but not limited to physicians, nurse practitioners, nurses and medical assistants.
c. Good standing with their profession and state professional association.
d. The absence of any license restriction, revocation, or suspension.
e. The absence of any involuntary restriction placed on their federal DEA registration, if applicable; and
f. The absence of any conviction of a felony.

**Section 2. MEDICAL PROFESSIONAL STANDARDS OF PROFESSIONAL PERFORMANCE.** The following standards of professional performance shall apply to medical services at the Clinic:

a. The Medical Professionals shall determine their own means and methods of providing medical services for the Client's employees and dependents.
b. The Medical Professionals shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with medical services provided within the community.

**ARTICLE 4. FEES AND REIMBURSEMENTS.** Client shall pay TSCC the following clinic access fees in connection with the DC4U program:

**Section 1. MONTHLY FEE.** TSCC will invoice Client monthly the amount of fifty-two and 08/100 dollars ($52.08) per employee-only enrollment and per family for family enrollment ($625 annually), per employee enrollment and per family enrollment in the DC4U program.

**Section 2. PAYMENT OF FEES.** Client shall pay TSCC the amounts for clinic access fees invoiced by TSCC pursuant to Article 4, Section 1 no later than the fifteenth (15th) day immediately following the receipt of the TSCC invoice.

**Section 3. ADDITIONAL SERVICES OR PRODUCTS.** Any medical services or products, including medicines, that are not offered as a part of the DC4U program and that are provided by TSCC to the Client's enrolled employees or dependents shall be paid by the Client at the separate applicable rates.

**ARTICLE 5. TERM.**

**Section 1. TERM.**
a. This Agreement shall be for a term of one (1) year following execution of this Agreement, subject to earlier termination in accordance with this Agreement.
b. Unless either Party gives written notice of nonrenewal to the other Party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year (the initial one year term and any renewal terms are collectively the "Term").



c. This Agreement may be terminated with Cause (as hereinafter defined) by either Party at any time upon giving ninety (90) days prior written notice to the other Party to allow reasonable time for patient care transition. As used herein, "Cause" shall mean a material breach of the terms of this Agreement by either Party. In the event of a material breach of the terms of this Agreement, the alleged breaching Party shall have thirty (30) days from the receipt of the written notice in which to cure the breach and preclude such right of termination. If such breach is not cured within such thirty (30) day period, the non-breaching Party may immediately terminate this Agreement upon the expiration of the said ninety (90) day period.

**Section 2. EFFECT OF EXPIRATION OR TERMINATION.** The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay fees and reimbursements to TSCC or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of TSCC to provide reports in accordance with Article 1, Section 6.

**ARTICLE 6. TSCC AND CLIENT NOT PERFORMING MEDICAL SERVICES.** Each Party acknowledges and agrees that the other Party is not performing medical services or determining the appropriateness of any medical services in the performance of its obligations pursuant to this Agreement and that medical services shall be performed pursuant to this Agreement solely by the Medical Professionals.

**ARTICLE 7. RELATIONSHIP OF TSCC TO CLIENT.** The Parties acknowledge and agree that TSCC's relationship to Client is that of an independent contractor. Neither Party has any authority to bind or obligate the other Party in any manner whatsoever. This Agreement does not constitute either Party as an agent of the other Party. Neither Party shall be responsible in any way for any obligation or liability incurred or assumed by the other Party except as specifically described in this Agreement. Neither Party shall hold itself out to any third party as a partner of, joint venture with, agent of, or in any other capacity with regard to the other Party except as specifically described in this Agreement. TSCC agrees to indemnify and hold harmless Client from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Client may incur in connection with TSCC's arranging for Medical Professionals to be present, under this Agreement; provided, however, in no event shall TSCC have any liability with respect to any cost, damage, expense, loss, liability or obligation due, in whole or part, to the actions or inactions or negligence of Client. However, such indemnification by TSCC shall not be construed to mean malpractice insurance in any manner and such indemnity obligation shall not include any cost, damage, expense, liability or obligation that would be insured with respect to any applicable malpractice insurance policy.

**ARTICLE 8. COVENANT NOT TO SOLICIT EMPLOYEES OR PROVIDERS.** Client hereby understands and acknowledges that, by virtue of its relationship with TSCC, Client will have familiarity and personal contacts with TSCC's employees and independent health care providers, including the Medical Professionals (who are independent contractors with TSCC) and the business, operations and affairs of TSCC. Accordingly, during the Term of this Agreement and for a period of one (1) year after termination of this Agreement, for any reason, Client shall not, directly or indirectly, individually or jointly: (i) request, advise, induce or attempt to influence any customers or suppliers of TSCC to terminate, reduce, limit or change their business or relationship with TSCC; or (ii) request, advise, induce or attempt to influence any employee or independent health care provider, including the Medical Professionals, of TSCC to terminate his or her or its employment or other contractual relationship with TSCC. If Client does not comply with the provisions of this Article 8, the one (1) year period of non-solicitation provided herein shall be tolled and deemed not to run during any period(s) of noncompliance, the intention of the Parties being to provide one (1) full year of non-solicitation



by Client after the termination of Client's employment. For purposes of this Agreement, the term "customer" shall mean a person or entity who is a customer of the TSCC at the time of termination of this Agreement or with whom the Client had direct contact on behalf of TSCC at any time during the Term of this Agreement.

**ARTICLE 9. GENERAL PROVISIONS.**

**Section 1. SOLE AGREEMENT.** This Agreement constitutes the sole agreement between Parties. Any and all other prior agreements, whether written or oral, between the Parties are cancelled and superseded by this Agreement.

**Section 2. NO ASSIGNABILITY.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party; provided, however, that this Agreement may be assigned by TSCC to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of TSCC, in which case TSCC shall send written notice of such assignment to Client promptly thereafter.

**Section 3. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, permitted transferees, successors, and assigns.

**Section 4. HEADINGS, TERMS, AND REFERENCES.** Captions included in this Agreement are for convenience only and are not to be used for the purposes of interpretation of this Agreement. All singular terms used herein shall include the plural, and all plural terms used herein shall include the singular, unless the context clearly indicates otherwise. In the event that more than one Clinic is established pursuant to this Agreement, the term "Clinic" as used herein shall apply to each Clinic or to all of the Clinics as the context may require. All masculine or neutral pronouns used herein shall include the feminine, neutral or masculine, as the case may be, unless the context clearly indicates otherwise. References herein to particular Sections and Exhibits are to those of this Agreement. Exhibits to this Agreement are incorporated herein by reference.

**Section 5. NO WAIVER.** No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term shall constitute consent to any prior or subsequent breach.

**Section 6. SEVERABILITY.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

**Section 7. FORCE MAJEURE.** Any failure by either Party to perform its obligations related to the Clinic hereunder, or for any failure by the Medical Professionals to perform medical services at the Clinic, shall be deemed not to be a breach of this Agreement if such failure by either Party or the Medical Professionals is caused by a condition beyond such Party's or the Medical Professionals' reasonable control including but not limited to an Act of God, war, terrorism, strike, fire, flood, natural disaster, governmental restrictions, power failures, internet outages, or damage to or destruction of any computer or network facilities or servers.

**Section 8. GOVERNING LAW.** This Agreement in all respects is to be interpreted and construed in accordance with and governed by the laws of the State of Indiana.

**ARTICLE 10. NOTICES.** All notices to be given to the Parties hereunder shall be sent by certified United States mail or other verifiable method, addressed to the Parties at the following addresses:

To TSCC:
Tri State Community Clinics, LLC
8601 N. Kentucky Avenue
Evansville, Indiana 47725

Attention: Joseph Neidig
Chief Executive Officer

To Client:
Warrick County
(address)
Boonville, IN 47601

Attention: Roger Emmons
Administrator

**ARTICLE 11. EXECUTION AND ENFORCEABILITY OF AGREEMENT.** Client and TSCC represent and warrant to each other that:

a. Each is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms, and

b. This Agreement has been duly and validly executed and delivered, and constitutes the legal, valid, binding and enforceable agreement of Client and TSCC.

**[SIGNATURE LINES ON FOLLOWING PAGE]**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHERE OF, the Parties have executed this Agreement effective the date first written above.

"TSCC"

TRI STATE COMMUNITY CLINICS, LLC

By: _____ 02-08-19
Joseph Neidig, Chief Executive Officer

"Client"

WARRICK COUNTY

By: _____ 7-8-19
(Name, Title) Dan Saylor, President
Warrick County Commissioners



**Warrick County Claims for Payment**
**07-08-2019 NON-CERTIFIED**

| | | |
|---|---|---|
| Office Depot (Highway) | $ 54.48 | Water, bowls, forks, tissues |
| Office Depot (Cumulative Drain) | $ 86.36 | Tissues |
| Grand Total: | $ 140.84 | |

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

| Effective Date | Payee Name 1 | Fund | Acct | Loc | | Amount |
|---|---|---|---|---|---|---|
| 6/20/2019 | Alpha Laser Services | 1000 | 21100 | 0001 | $ | 93.51 |
| 6/20/2019 | U.S. Bank | 1000 | 21100 | 0001 | $ | 146.09 |
| 6/20/2019 | Alpha Laser Services | 1000 | 31400 | 0302 | $ | 13.65 |
| 6/20/2019 | Purdue University | 1000 | 32300 | 0011 | $ | 790.24 |
| 6/20/2019 | David Woolen | 1000 | 35100 | 0302 | $ | 50.00 |
| 6/20/2019 | Vectren Energy Delivery | 1112 | 33000 | 0000 | $ | 305.03 |
| 6/20/2019 | Warrick Publishing Co | 1112 | 33400 | 0000 | $ | 35.58 |
| 6/20/2019 | Wowl Business | 1112 | 45010 | 0000 | $ | 144.87 |
| 6/20/2019 | Indiana American Water | 1112 | 45010 | 0000 | $ | 50.58 |
| 6/20/2019 | Morley & Associates Inc. | 1112 | 45020 | 0000 | $ | 61,097.50 |
| 6/20/2019 | Morley & Associates Inc. | 1112 | 45020 | 0000 | $ | 23,109.10 |
| 6/20/2019 | Stoll Keenon Ogden P LLC | 1112 | 45020 | 0000 | $ | 8,750.00 |
| 6/20/2019 | Stoll Keenon Ogden P LLC | 1112 | 50810 | 0000 | $ | 743.75 |
| 6/20/2019 | Morley & Associates Inc. | 1112 | 51260 | 0000 | $ | 637.50 |
| 6/20/2019 | Stoll Keenon Ogden P LLC | 1112 | 51260 | 0000 | $ | 1,618.75 |
| 6/20/2019 | Alpha Laser Services | 1152 | 33100 | 0000 | $ | 5.00 |
| 6/20/2019 | Information & Records Associat | 1181 | 32002 | 0000 | $ | 392.00 |
| 6/20/2019 | Association / Indiana Counties | 1189 | 31114 | 0000 | $ | 40.00 |
| 6/20/2019 | Mash Networks | 1189 | 31400 | 0000 | $ | 662.50 |
| 6/20/2019 | Fidlar Technologies Inc | 1189 | 58007 | 0000 | $ | 1,705.60 |
| 6/20/2019 | SIMS, JACK AND LAURIE | 1201 | 57000 | 0000 | $ | 803.38 |
| 6/20/2019 | David Hoel | 1211 | 31400 | 0000 | $ | 93.28 |
| 6/20/2019 | U.S. Bank | 1215 | 21100 | 0000 | $ | 155.56 |
| 6/20/2019 | Association / Indiana Counties | 1217 | 35100 | 0000 | $ | 40.00 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 176.28 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 24.22 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 10.35 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 184.90 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 72.31 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 18.56 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 73.04 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 240.84 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 283.29 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 27.24 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 65.55 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 16.19 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 83.31 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 89.42 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 205.39 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 247.39 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 1,560.83 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 225.46 |
| 6/20/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | $ | 272.30 |
| 6/20/2019 | Stoll Keenon Ogden P LLC | 4906 | 31400 | 0000 | $ | 3,893.75 |
| 6/20/2019 | Alpha Laser Services | 8899 | 21100 | 0000 | $ | 6.47 |
| 6/20/2019 | Dossett Consulting | 8899 | 21100 | 0000 | $ | 500.00 |
| 6/20/2019 | U.S. Bank | 8899 | 21100 | 0000 | $ | 10.46 |
| 6/24/2019 | First Bankcard xxx1998 | 1000 | 21100 | 0005 | $ | 788.24 |
| 6/24/2019 | First Bankcard xxx1998 | 1000 | 22400 | 0380 | $ | 371.52 |
| 6/24/2019 | First Bankcard xxx1998 | 1000 | 22710 | 0380 | $ | 306.15 |
| 6/24/2019 | Keller Shroeder | 1000 | 31400 | 0068 | $ | 2,036.00 |
| 6/24/2019 | Tri-State Fire Protection Inc. | 1000 | 31400 | 0068 | $ | 465.00 |
| 6/24/2019 | Mobilex | 1000 | 32000 | 0380 | $ | 60.00 |
| 6/24/2019 | Mobilex | 1000 | 32000 | 0380 | $ | 60.00 |
| 6/24/2019 | Mobilex | 1000 | 32000 | 0380 | $ | 60.00 |
| 6/24/2019 | First Bankcard xxx1998 | 1000 | 32200 | 0005 | $ | 550.00 |
| 6/24/2019 | AT&T | 1000 | 32400 | 0068 | $ | 396.89 |
| 6/24/2019 | AT&T | 1000 | 32400 | 0068 | $ | 271.83 |
| 6/24/2019 | AT&T | 1000 | 32400 | 0068 | $ | 308.00 |
| 6/24/2019 | AT&T | 1000 | 32400 | 0068 | $ | 90.51 |
| 6/24/2019 | The Murphy Elevator Co Inc. | 1000 | 36300 | 0162 | $ | 291.28 |
| 6/24/2019 | First Bankcard xxx1998 | 1000 | 36400 | 0303 | $ | 133.98 |
| 6/24/2019 | Alpha Laser Services | 1000 | 36900 | 0201 | $ | 20.08 |
| 6/24/2019 | Indiana American Water | 1112 | 45010 | 0000 | $ | 61.46 |
| 6/24/2019 | Warrick Co Dept Of Parks & Rec | 1112 | 45010 | 0000 | $ | 26.18 |
| 6/24/2019 | Beam, Longest And Neff | 1138 | 60012 | 0000 | $ | 452.51 |
| 6/24/2019 | McKesson Medical-Surgical Inc. | 1159 | 22500 | 0000 | $ | 98.07 |
| 6/24/2019 | McKesson Medical-Surgical Inc. | 1159 | 22500 | 0000 | $ | (75.99) |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 968.94 |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 1,855.55 |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 1,488.57 |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 1,287.47 |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 2,216.90 |
| 6/24/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 886.23 |
| 6/24/2019 | First Bankcard | 1169 | 36300 | 0000 | $ | 155.37 |
| 6/24/2019 | Nix Sanitary Service | 1169 | 37100 | 0000 | $ | 140.00 |
| 6/24/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 61,210.39 |
| 6/24/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 156.88 |
| 6/24/2019 | First Bankcard | 1176 | 21100 | 9604 | $ | 11.98 |
| 6/24/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 25.77 |
| 6/24/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 26.03 |
| 6/24/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 29.93 |
| 6/24/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 26.30 |
| 6/24/2019 | Alpha Laser Services | 1176 | 36400 | 9604 | $ | 43.93 |
| 6/24/2019 | Sarah E Redman | 1217 | 35152 | 0000 | $ | 31.68 |
| 6/24/2019 | First Bankcard | 1219 | 21100 | 0000 | $ | 102.42 |
| 6/24/2019 | Warrick County Treasurer | 1219 | 22100 | 0000 | $ | 594.04 |
| 6/24/2019 | First Bankcard | 1219 | 22101 | 0000 | $ | 4.55 |
| 6/24/2019 | First Bankcard | 1219 | 22105 | 0000 | $ | 231.06 |
| 6/24/2019 | Unifirst Corporation | 1219 | 24500 | 0000 | $ | 30.71 |
| 6/24/2019 | Unifirst Corporation | 1219 | 24500 | 0000 | $ | 22.24 |
| 6/24/2019 | Warrick Co Dept Of Parks & Rec | 1219 | 31400 | 0000 | $ | 847.82 |
| 6/24/2019 | First Bankcard | 1219 | 31422 | 0000 | $ | 41.17 |
| 6/24/2019 | First Bankcard | 1219 | 31422 | 0000 | $ | 30.90 |
| 6/24/2019 | Spectrum | 1219 | 32400 | 0000 | $ | 94.99 |
| 6/24/2019 | First Bankcard | 1219 | 36250 | 0000 | $ | 25.61 |
| 6/24/2019 | First Bankcard | 1219 | 36250 | 0000 | $ | 65.84 |
| 6/24/2019 | MURPHY, CONNELLY | 1219 | 58000 | 0000 | $ | 175.00 |
| 6/24/2019 | Frontier | 1222 | 31400 | 0000 | $ | 294.79 |
| 6/24/2019 | Sarah E Redman | 1224 | 21310 | 0000 | $ | 15.98 |
| 6/24/2019 | Sarah E Redman | 1224 | 21310 | 0000 | $ | 101.22 |
| 6/24/2019 | The Westin Indianapolis | 2002 | 32311 | 0000 | $ | 375.00 |
| 6/24/2019 | Warrick County Treasurer | 2002 | 39960 | 0000 | $ | 200.00 |
| 6/24/2019 | Warrick County Treasurer | 2002 | 39961 | 0000 | $ | 100.00 |
| 6/24/2019 | Advanced Document Solutions | 2002 | 44000 | 0000 | $ | 29.19 |
| 6/24/2019 | First Bankcard xxx1998 | 4907 | 31111 | 0000 | $ | 186.32 |
| 6/24/2019 | First Bankcard xxx2397 | 4922 | 35000 | 0000 | $ | 376.00 |
| 6/24/2019 | First Bankcard xxx1998 | 4922 | 35000 | 0000 | $ | 376.00 |
| 6/24/2019 | Health Resources Incorporated | 5200 | 00506 | 0000 | $ | 8,646.88 |
| 6/24/2019 | Unifirst Corporation | 5251 | 00525 | 0000 | $ | 37.98 |
| 6/24/2019 | Beam, Longest And Neff | 8508 | 40003 | 0000 | $ | 1,810.05 |
| 6/24/2019 | Indiana Department Of Correcti | 9210 | 11000 | 0000 | $ | 5,555.11 |
| 6/26/2019 | Morris Doll | 1000 | 31200 | 0068 | $ | 225.00 |
| 6/26/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | $ | 29,507.50 |
| 6/26/2019 | Shane Terry | 1000 | 35000 | 0007 | $ | 165.00 |
| 6/26/2019 | The Lang Company | 1000 | 36400 | 0232 | $ | 24.19 |
| 6/26/2019 | Ricoh Usa Inc. | 1112 | 31400 | 0000 | $ | 54.53 |
| 6/26/2019 | Vectren Energy Delivery | 1112 | 33000 | 0000 | $ | 16.54 |
| 6/26/2019 | Evansville Metropolitan Planni | 1112 | 33510 | 0000 | $ | 35,000.00 |
| 6/26/2019 | Old National Bank - Bonds | 1112 | 35155 | 0000 | $ | 200,000.00 |
| 6/26/2019 | Morley & Associates Inc. | 1112 | 51260 | 0000 | $ | 1,380.00 |
| 6/26/2019 | Warrick Co. Solid Waste Mgmt D | 1159 | 22500 | 0000 | $ | 15.00 |
| 6/26/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 111.25 |

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|---|---|---|---|---|---|---|
| 6/26/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 1,594.85 |
| 6/26/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 2,073.86 |
| 6/26/2019 | First Advantage Insurance | 1176 | 34200 | 0533 | $ | 1,454.00 |
| 6/26/2019 | First Advantage Insurance | 1197 | 34200 | 0000 | $ | 322.50 |
| 6/26/2019 | First Advantage Insurance | 1219 | 34200 | 0000 | $ | 136.75 |
| 6/26/2019 | Alpha Laser Services | 1224 | 31400 | 0000 | $ | 7.31 |
| 6/26/2019 | Johnson, Laura | 2501 | 31201 | 0000 | $ | 200.00 |
| 6/26/2019 | Wow! Business | 2504 | 31400 | 0000 | $ | 71.98 |
| 6/26/2019 | Lieberman Technologies | 4009 | 32360 | 0000 | $ | 900.00 |
| 6/26/2019 | Stoll Keenon Ogden P LLC | 4501 | 58006 | 0000 | $ | 568.75 |
| 6/26/2019 | Stoll Keenon Ogden P LLC | 4504 | 58008 | 0000 | $ | 1,925.00 |
| 6/26/2019 | Old National Bank - Bonds | 4602 | 58015 | 0000 | $ | 97,258.75 |
| 6/26/2019 | Old National Bank - Bonds | 4607 | 34100 | 0000 | $ | 575,150.00 |
| 6/26/2019 | THE ESTATE OF GLENN M. KUEBLER | 4903 | 61123 | 0000 | $ | 1,040.00 |
| 6/26/2019 | United States Treasury | 5001 | 00500 | 0000 | $ | 1,320.55 |
| 6/26/2019 | THE ESTATE OF GLENN M. KUEBLER | 8506 | 40005 | 0000 | $ | 4,160.00 |
| 6/26/2019 | Amy Pollock | 8897 | 30200 | 0000 | $ | 160.16 |
| 6/27/2019 | U.S. Bank | 1000 | 21100 | 0006 | $ | 49.15 |
| 6/27/2019 | Southwestern Behavioral Health | 1000 | 31470 | 0068 | $ | 236,166.00 |
| 6/27/2019 | Dau, Carin | 1215 | 11192 | 0000 | $ | 10.60 |
| 6/27/2019 | Hampton Inn Shelbyville | 1217 | 35153 | 0000 | $ | 119.00 |
| 6/27/2019 | Indiana County Council Assoc | 1217 | 35153 | 0000 | $ | 35.00 |
| 6/28/2019 | Doris Horn | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | Terry W. Dayvolt | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | Jeff Willis | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | Jeffrey L Valiant | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | Keller, Paul | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | Michael Moesner | 1000 | 18300 | 0079 | $ | 50.00 |
| 6/28/2019 | U.S. Bank | 1000 | 21100 | 0012 | $ | 41.15 |
| 6/28/2019 | Advanced Document Solutions | 1000 | 24300 | 0202 | $ | 18.83 |
| 6/28/2019 | Sprint | 1000 | 32410 | 0005 | $ | 941.64 |
| 6/28/2019 | Vectren Energy Delivery | 1000 | 33000 | 0162 | $ | 1,848.52 |
| 6/28/2019 | Vectren Energy Delivery | 1000 | 33000 | 0162 | $ | 7,773.12 |
| 6/28/2019 | Vectren Energy Delivery | 1000 | 33000 | 0162 | $ | 14.24 |
| 6/28/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | $ | 94,722.50 |
| 6/28/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | $ | 346.00 |
| 6/28/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | $ | (800.00) |
| 6/28/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | $ | 602.00 |
| 6/28/2019 | Sarah A Seaton | 1000 | 35000 | 0007 | $ | 185.68 |
| 6/28/2019 | Sarah A Seaton | 1000 | 35000 | 0007 | $ | 16.51 |
| 6/28/2019 | Sarah A Seaton | 1000 | 35000 | 0007 | $ | 36.00 |
| 6/28/2019 | Sarah A Seaton | 1000 | 35000 | 0007 | $ | 27.90 |

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|---|---|---|---|---|---|---|
| 6/28/2019 | Sarah A Seaton | 1000 | 35000 | 0007 | $ | 13.90 |
| 6/28/2019 | Patricia Perry | 1000 | 58001 | 0000 | $ | 27.00 |
| 6/28/2019 | Patricia Perry | 1000 | 58001 | 0000 | $ | 161.04 |
| 6/28/2019 | Indiana Department Of Correcti | 1122 | 31111 | 0000 | $ | 0.06 |
| 6/28/2019 | WHEELER, LAKENDRA | 1122 | 32300 | 0000 | $ | 271.48 |
| 6/28/2019 | Satellite Tracking Of People L | 1122 | 32300 | 0000 | $ | 2,290.05 |
| 6/28/2019 | Morrie Doll | 1141 | 18102 | 0000 | $ | 100.00 |
| 6/28/2019 | Alpha Laser Services | 1141 | 44200 | 0000 | $ | 8.98 |
| 6/28/2019 | Environmental Management Consu | 1166 | 31111 | 0000 | $ | 5,760.00 |
| 6/28/2019 | Unifirst Corporation | 1169 | 23201 | 0000 | $ | 6.50 |
| 6/28/2019 | First Advantage Insurance | 1176 | 34200 | 0533 | $ | 37,579.50 |
| 6/28/2019 | Fidlar Technologies Inc | 1189 | 31400 | 0000 | $ | 3,550.00 |
| 6/28/2019 | Mash Networks | 1189 | 31400 | 0000 | $ | 662.50 |
| 6/28/2019 | First Bankcard | 1197 | 21100 | 0000 | $ | 16.48 |
| 6/28/2019 | First Bankcard | 1197 | 21100 | 0000 | $ | 126.18 |
| 6/28/2019 | First Bankcard | 1197 | 21100 | 0000 | $ | 65.92 |
| 6/28/2019 | First Bankcard | 1197 | 21100 | 0000 | $ | 37.82 |
| 6/28/2019 | First Advantage Insurance | 1197 | 34200 | 0000 | $ | 2,730.50 |
| 6/28/2019 | First Bankcard | 1197 | 35100 | 0000 | $ | 125.00 |
| 6/28/2019 | First Bankcard | 1197 | 35100 | 0000 | $ | 125.00 |
| 6/28/2019 | First Bankcard | 1197 | 35100 | 0000 | $ | 10.00 |
| 6/28/2019 | First Bankcard | 1197 | 35100 | 0000 | $ | 240.00 |
| 6/28/2019 | First Bankcard | 1197 | 44500 | 0000 | $ | 160.41 |
| 6/28/2019 | Warrick Co. Solid Waste Mgmt D | 1197 | 44500 | 0000 | $ | 110.40 |
| 6/28/2019 | Warrick County Treasurer | 1201 | 57000 | 0000 | $ | 66,688.47 |
| 6/28/2019 | BRENDA B. FISHER REVOC TRUST | 1204 | 58010 | 0000 | $ | 4,813.67 |
| 6/28/2019 | BRENDA B. FISHER REVOC TRUST | 1205 | 58011 | 0000 | $ | 43,691.80 |
| 6/28/2019 | First Advantage Insurance | 1219 | 34200 | 0000 | $ | 5,890.50 |
| 6/28/2019 | Rebecca Younker | 2002 | 32311 | 0000 | $ | 150.00 |
| 6/28/2019 | Old National Trust Company | 4607 | 34100 | 0000 | $ | 350.00 |
| 6/28/2019 | FISHER, JORDAN | 4901 | 32300 | 0000 | $ | 5.00 |
| 6/28/2019 | Verizon Wireless | 4901 | 32300 | 0000 | $ | 114.04 |
| 6/28/2019 | Alpha Laser Services | 4903 | 32300 | 0000 | $ | 17.95 |
| 6/28/2019 | Old National Bank - Bonds | 4906 | 31400 | 0000 | $ | 39.84 |
| 6/28/2019 | U.S. Bank | 4908 | 36400 | 0000 | $ | 75.22 |
| 6/28/2019 | Indiana Department Of Correcti | 9211 | 31111 | 0000 | $ | 4,156.75 |
| 7/1/2019 | Wabash Valley Service Co | 1000 | 22100 | 0005 | $ | 2,560.22 |
| 7/1/2019 | Unifirst Corporation | 1000 | 24500 | 0005 | $ | 8.36 |
| 7/1/2019 | Neopost Usa - Equipment | 1000 | 31400 | 0068 | $ | 240.00 |
| 7/1/2019 | Arab | 1000 | 31900 | 0380 | $ | 45.00 |
| 7/1/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 75.20 |
| 7/1/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 1,201.33 |

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|---|---|---|---|---|---|---|
| 7/1/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 2,126.96 |
| 7/1/2019 | Wabash Valley Service Co | 1169 | 22100 | 0000 | $ | 2,615.94 |
| 7/1/2019 | Unifirst Corporation | 1169 | 23201 | 0000 | $ | 6.50 |
| 7/1/2019 | Arab | 1169 | 39201 | 0000 | $ | 70.00 |
| 7/1/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 33.75 |
| 7/1/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 90.72 |
| 7/1/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 33.87 |
| 7/1/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | $ | 15.96 |
| 7/1/2019 | Lochmueller Group | 1197 | 44500 | 0000 | $ | 775.28 |
| 7/1/2019 | Camilla Martin | 1215 | 18400 | 0000 | $ | 150.00 |
| 7/1/2019 | McCutchan, Donna | 1215 | 18701 | 0000 | $ | 125.00 |
| 7/1/2019 | SEILER, TERESA | 1215 | 18701 | 0000 | $ | 125.00 |
| 7/1/2019 | Camilla Martin | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/1/2019 | McCutchan, Donna | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/1/2019 | SEILER, TERESA | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/1/2019 | U.S. Bank | 1224 | 31400 | 0000 | $ | 159.36 |
| 7/1/2019 | Warrick County Treasurer | 2001 | 21202 | 0000 | $ | 825.00 |
| 7/1/2019 | Warrick County Treasurer | 2001 | 21202 | 0000 | $ | 175.00 |
| 7/1/2019 | Staples Credit Plan | 4921 | 31201 | 0000 | $ | 31.03 |
| 7/1/2019 | Unifirst Corporation | 5251 | 00525 | 0000 | $ | 37.98 |
| 7/1/2019 | Staples Credit Plan | 9210 | 44200 | 0000 | $ | 4.95 |
| 7/1/2019 | Staples Credit Plan | 9210 | 44200 | 0000 | $ | 19.58 |
| 7/1/2019 | Staples Credit Plan | 9210 | 44200 | 0000 | $ | 65.46 |
| 7/1/2019 | Staples Credit Plan | 9210 | 44200 | 0000 | $ | 349.72 |
| 7/1/2019 | Staples Credit Plan | 9210 | 44200 | 0000 | $ | 3.29 |
| 7/2/2019 | Sprint | 1000 | 31400 | 0007 | $ | 26.04 |
| 7/2/2019 | Quality Correctional Care, LLC | 1000 | 31400 | 0380 | $ | 14,273.33 |
| 7/2/2019 | Schu, Samantha | 1000 | 32300 | 0009 | $ | 150.00 |
| 7/2/2019 | Sprint | 1000 | 32400 | 0006 | $ | 26.69 |
| 7/2/2019 | Sprint | 1000 | 32410 | 0068 | $ | 875.16 |
| 7/2/2019 | Vectren Energy Delivery | 1000 | 33000 | 0380 | $ | 6,514.90 |
| 7/2/2019 | The Lang Company | 1000 | 36400 | 0005 | $ | 20.00 |
| 7/2/2019 | Sprint | 1112 | 32400 | 0000 | $ | 43.62 |
| 7/2/2019 | Evansville Waterworks Dept | 1112 | 33000 | 0000 | $ | 612.74 |
| 7/2/2019 | GROUND CONTROL EXCAVATING, INC | 1141 | 31400 | 0000 | $ | 6,990.00 |
| 7/2/2019 | Robin Greenlee (CDFC) | 1148 | 31400 | 0000 | $ | 353.83 |
| 7/2/2019 | Warrick Solid Waste Mgt Dist | 1169 | 22330 | 0000 | $ | 491.21 |
| 7/2/2019 | Kevin Scott. | 1169 | 36300 | 0000 | $ | 1,850.00 |
| 7/2/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 29,040.54 |
| 7/2/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | $ | 63.13 |
| 7/2/2019 | Sprint | 1176 | 32400 | 9604 | $ | 43.62 |
| 7/2/2019 | Alpha Laser Services | 1176 | 36400 | 9604 | $ | 65.00 |

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|---|---|---|---|---|---|---|
| 7/2/2019 | Pat Brooks | 1189 | 31114 | 0000 | $ | 89.00 |
| 7/2/2019 | Pat Brooks | 1189 | 31114 | 0000 | $ | 138.16 |
| 7/2/2019 | Sprint | 1197 | 32400 | 0000 | $ | 172.21 |
| 7/2/2019 | Pictometry International Corp | 1197 | 37000 | 0000 | $ | 458.34 |
| 7/2/2019 | Sprint | 1215 | 32410 | 0000 | $ | 43.62 |
| 7/2/2019 | Sprint | 1215 | 32410 | 0000 | $ | 120.00 |
| 7/2/2019 | Pat Brooks | 1217 | 35100 | 0000 | $ | 89.00 |
| 7/2/2019 | Pictometry International Corp | 1224 | 37000 | 0000 | $ | 366.67 |
| 7/2/2019 | Carol Ruff | 2051 | 32300 | 0000 | $ | 173.36 |
| 7/2/2019 | Sprint | 2504 | 31400 | 0000 | $ | 306.59 |
| 7/2/2019 | Sprint | 4901 | 32300 | 0000 | $ | 87.24 |
| 7/2/2019 | Metzger Construction Co Inc. | 4903 | 63016 | 0000 | $ | 72,214.58 |
| 7/2/2019 | Metzger Construction Co Inc. | 4903 | 63016 | 0000 | $ | 181,133.66 |
| 7/2/2019 | Metzger Construction Co Inc. | 4903 | 63016 | 0000 | $ | 14,295.42 |
| 7/2/2019 | Metzger Construction Co Inc. | 4903 | 63016 | 0000 | $ | 15,509.71 |
| 7/2/2019 | Sprint | 4908 | 36400 | 0000 | $ | 21.47 |
| 7/2/2019 | Meritain Health | 5001 | 00500 | 0000 | $ | 39,891.81 |
| 7/2/2019 | Meritain Health | 5001 | 00502 | 0000 | $ | 4,693.00 |
| 7/2/2019 | Mutual Of Omaha | 5001 | 00503 | 0000 | $ | 2,287.00 |
| 7/2/2019 | Meritain Health | 5001 | 00516 | 0000 | $ | 3,056.11 |
| 7/2/2019 | Meritain Health | 5001 | 00526 | 0000 | $ | 5,544.80 |
| 7/2/2019 | Meritain Health | 5001 | 00532 | 0000 | $ | 1,841.22 |
| 7/2/2019 | Mutual Of Omaha | 5001 | 00533 | 0000 | $ | 179.61 |
| 7/2/2019 | Meritain Health | 5001 | 00536 | 0000 | $ | 1,931.12 |
| 7/2/2019 | Allstate Insurance Co | 5200 | 00505 | 0000 | $ | 520.75 |
| 7/2/2019 | Mutual Of Omaha | 5200 | 00538 | 0000 | $ | 5,832.15 |
| 7/2/2019 | Clerk-Treasurer--Chandler | 6021 | 50100 | 0000 | $ | 295.46 |
| 7/2/2019 | Clerk-Treasurer--Elberfeld | 6021 | 50100 | 0000 | $ | 66.97 |
| 7/2/2019 | Clerk-Treasurer--Lynnville | 6021 | 50100 | 0000 | $ | 84.43 |
| 7/2/2019 | Clerk-Treasurer--Newburgh | 6021 | 50100 | 0000 | $ | 318.11 |
| 7/2/2019 | Clerk-Treasurer--Tennyson | 6021 | 50100 | 0000 | $ | 28.38 |
| 7/2/2019 | Clerk-Treasurer--Boonville | 6021 | 50100 | 0000 | $ | 573.47 |
| 7/2/2019 | Warrick County Treasurer | 6021 | 50100 | 0000 | $ | 5,954.98 |
| 7/2/2019 | Clerk-Treasurer--Chandler | 6022 | 50100 | 0000 | $ | 5,165.86 |
| 7/2/2019 | Clerk-Treasurer--Elberfeld | 6022 | 50100 | 0000 | $ | 1,170.92 |
| 7/2/2019 | Clerk-Treasurer--Lynnville | 6022 | 50100 | 0000 | $ | 1,476.06 |
| 7/2/2019 | Clerk-Treasurer--Newburgh | 6022 | 50100 | 0000 | $ | 5,561.89 |
| 7/2/2019 | Clerk-Treasurer--Tennyson | 6022 | 50100 | 0000 | $ | 496.47 |
| 7/2/2019 | Clerk-Treasurer--Boonville | 6022 | 50100 | 0000 | $ | 10,026.79 |
| 7/2/2019 | Warrick County Treasurer | 6022 | 50100 | 0000 | $ | 104,138.77 |
| 7/5/2019 | Martin & Martin, Inc. | 1000 | 31891 | 0201 | $ | 5,937.50 |
| 7/5/2019 | Sherry Smith | 1000 | 31891 | 0201 | $ | 989.58 |

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|---|---|---|---|---|---|---|
| 7/5/2019 | Warren Mathies | 1000 | 31891 | 0201 | $ | 989.59 |
| 7/5/2019 | Anthony Long | 1000 | 31891 | 0202 | $ | 2,968.75 |
| 7/5/2019 | Mark K. Phillips, PC | 1000 | 31891 | 0202 | $ | 2,968.75 |
| 7/5/2019 | Sherry Smith | 1000 | 31891 | 0202 | $ | 989.58 |
| 7/5/2019 | Warren Mathies | 1000 | 31891 | 0202 | $ | 989.59 |
| 7/5/2019 | Brett M Roy | 1000 | 31891 | 0232 | $ | 2,968.75 |
| 7/5/2019 | PHILLIPS LAW | 1000 | 31891 | 0232 | $ | 2,968.75 |
| 7/5/2019 | Sherry Smith | 1000 | 31891 | 0232 | $ | 989.59 |
| 7/5/2019 | Warren Mathies | 1000 | 31891 | 0232 | $ | 989.59 |
| 7/9/2019 | Melody Nelson | 1000 | 18700 | 0232 | $ | 66.00 |
| 7/9/2019 | Quill Corporation | 1000 | 21100 | 0001 | $ | 107.30 |
| 7/9/2019 | Quill Corporation | 1000 | 21100 | 0002 | $ | 117.54 |
| 7/9/2019 | Signarama Evansville | 1000 | 21100 | 0002 | $ | 165.21 |
| 7/9/2019 | Warrick Publishing Co | 1000 | 21100 | 0004 | $ | 30.00 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0007 | $ | 63.04 |
| 7/9/2019 | Altstadt's | 1000 | 21100 | 0009 | $ | 36.74 |
| 7/9/2019 | Altstadt's | 1000 | 21100 | 0009 | $ | 112.36 |
| 7/9/2019 | Altstadt's | 1000 | 21100 | 0009 | $ | 106.47 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0011 | $ | 66.95 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0011 | $ | 136.43 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0011 | $ | 249.39 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0068 | $ | 75.41 |
| 7/9/2019 | Alpha Laser Services | 1000 | 21100 | 0068 | $ | 140.00 |
| 7/9/2019 | Office Depot, Incorporated | 1000 | 21100 | 0079 | $ | 55.77 |
| 7/9/2019 | Staples | 1000 | 21100 | 0302 | $ | 19.96 |
| 7/9/2019 | Altstadt's | 1000 | 21100 | 0660 | $ | 14.26 |
| 7/9/2019 | Altstadt's | 1000 | 21100 | 0660 | $ | 25.92 |
| 7/9/2019 | Altstadt's | 1000 | 21150 | 0009 | $ | 165.00 |
| 7/9/2019 | Staples | 1000 | 21150 | 0302 | $ | 41.18 |
| 7/9/2019 | Aigner Hardware | 1000 | 21800 | 0302 | $ | 27.98 |
| 7/9/2019 | Wex Bank (Wright Express) | 1000 | 22100 | 0005 | $ | 448.43 |
| 7/9/2019 | Batteries Plus | 1000 | 22300 | 0302 | $ | 18.10 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0162 | $ | 239.32 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0162 | $ | 15.70 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0162 | $ | 757.98 |
| 7/9/2019 | Pro Tex All Company | 1000 | 22400 | 0162 | $ | 60.75 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0380 | $ | 385.38 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0380 | $ | 151.08 |
| 7/9/2019 | Kenway Distributors Inc. | 1000 | 22400 | 0380 | $ | 419.16 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22400 | 0380 | $ | 51.75 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22400 | 0380 | $ | 49.25 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22400 | 0380 | $ | 178.00 |

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|---|---|---|---|---|---|---|
| 7/9/2019 | Wabash Foodservice | 1000 | 22710 | 0380 | $ | 973.16 |
| 7/9/2019 | Wabash Foodservice | 1000 | 22710 | 0380 | $ | 1,075.15 |
| 7/9/2019 | Wabash Foodservice | 1000 | 22710 | 0380 | $ | 1,371.24 |
| 7/9/2019 | Wabash Foodservice | 1000 | 22710 | 0380 | $ | 931.48 |
| 7/9/2019 | Farm Boy Food Service | 1000 | 22710 | 0380 | $ | 891.29 |
| 7/9/2019 | Farm Boy Food Service | 1000 | 22710 | 0380 | $ | 447.15 |
| 7/9/2019 | Farm Boy Food Service | 1000 | 22710 | 0380 | $ | 589.73 |
| 7/9/2019 | Farm Boy Food Service | 1000 | 22710 | 0380 | $ | 538.70 |
| 7/9/2019 | Lewis Bros Bakeries, Inc. | 1000 | 22710 | 0380 | $ | 53.30 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 197.11 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 243.83 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 90.58 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 312.72 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 186.00 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 183.01 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 234.24 |
| 7/9/2019 | CRS One Source(Diafds) | 1000 | 22710 | 0380 | $ | 138.00 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 111.80 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 264.00 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 617.50 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 123.00 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 629.50 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 32.00 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 207.99 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | (23.98) |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 572.70 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 43.98 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 76.00 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0005 | $ | 143.93 |
| 7/9/2019 | Siegels | 1000 | 24500 | 0380 | $ | 74.99 |
| 7/9/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | $ | 45.00 |
| 7/9/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | $ | 450.00 |
| 7/9/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | $ | 90.00 |
| 7/9/2019 | Brett M Roy | 1000 | 31890 | 0232 | $ | 187.50 |
| 7/9/2019 | Brett M Roy | 1000 | 31890 | 0232 | $ | 75.00 |
| 7/9/2019 | Brett M Roy | 1000 | 31890 | 0232 | $ | 225.00 |
| 7/9/2019 | Brett M Roy | 1000 | 31890 | 0232 | $ | 37.50 |
| 7/9/2019 | Law Office Of Jonathan M Young | 1000 | 31890 | 0232 | $ | 52.50 |
| 7/9/2019 | Mastison Law & Mediaton | 1000 | 31890 | 0232 | $ | 465.00 |
| 7/9/2019 | Deaconess Emergency Physician | 1000 | 32000 | 0380 | $ | 93.97 |
| 7/9/2019 | Deaconess Specialty Physicians | 1000 | 32000 | 0380 | $ | 40.89 |
| 7/9/2019 | St Vincent Warrick Ems | 1000 | 32000 | 0380 | $ | 437.42 |

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|---|---|---|---|---|---|---|
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 32200 | 0011 | $ | 136.53 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 32200 | 0011 | $ | 7.35 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 32200 | 0011 | $ | 10.88 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 32200 | 0011 | $ | 10.59 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 32200 | 0011 | $ | 120.19 |
| 7/9/2019 | Business Communications Soluti | 1000 | 32400 | 0303 | $ | 23.80 |
| 7/9/2019 | B-Hive Printing | 1000 | 33100 | 0005 | $ | 134.00 |
| 7/9/2019 | Melody Nelson | 1000 | 33100 | 0009 | $ | 325.90 |
| 7/9/2019 | Vanderburgh County Coroner | 1000 | 35020 | 0007 | $ | 200.00 |
| 7/9/2019 | Boone Funeral Home | 1000 | 36000 | 0068 | $ | 100.00 |
| 7/9/2019 | Boone Funeral Home | 1000 | 36000 | 0068 | $ | 100.00 |
| 7/9/2019 | Boone Funeral Home | 1000 | 36000 | 0068 | $ | 100.00 |
| 7/9/2019 | Boone Funeral Home | 1000 | 36000 | 0068 | $ | 100.00 |
| 7/9/2019 | Hydromax USA, LLC | 1000 | 36200 | 0162 | $ | 310.00 |
| 7/9/2019 | Architectural Sales, Inc. | 1000 | 36200 | 0162 | $ | 36.00 |
| 7/9/2019 | Aigner Hardware | 1000 | 36200 | 0380 | $ | 3.00 |
| 7/9/2019 | Ferguson Enterprises Inc #1480 | 1000 | 36200 | 0380 | $ | 470.54 |
| 7/9/2019 | Bumper To Bumper / Bib Chandle | 1000 | 36200 | 0380 | $ | 17.95 |
| 7/9/2019 | Grainger | 1000 | 36200 | 0380 | $ | 95.64 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 36400 | 0011 | $ | 77.72 |
| 7/9/2019 | Purdue Ces Fund-Warrick County | 1000 | 36400 | 0011 | $ | 96.89 |
| 7/9/2019 | The Lang Company | 1000 | 36400 | 0079 | $ | 183.00 |
| 7/9/2019 | Vei Communications | 1000 | 36400 | 0303 | $ | 780.00 |
| 7/9/2019 | I.T.I. | 1000 | 39960 | 0060 | $ | 240.00 |
| 7/9/2019 | Brewer Farms | 1112 | 45010 | 0000 | $ | 140.00 |
| 7/9/2019 | Indoff, Inc. | 1112 | 45010 | 0000 | $ | 171.66 |
| 7/9/2019 | BNG Heating & Cooling | 1138 | 60021 | 0000 | $ | 160.00 |
| 7/9/2019 | Klesler's Police Supply Inc. | 1156 | 31111 | 0000 | $ | 4,896.40 |
| 7/9/2019 | Bailey's | 1159 | 21100 | 0000 | $ | 43.00 |
| 7/9/2019 | Aigner Hardware | 1159 | 22500 | 0000 | $ | 17.73 |
| 7/9/2019 | B-Hive Printing | 1159 | 22500 | 0000 | $ | 31.71 |
| 7/9/2019 | Kenway Distributors Inc. | 1159 | 22500 | 0000 | $ | 496.80 |
| 7/9/2019 | Frydaddy LLC | 1159 | 22500 | 0000 | $ | 115.00 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1159 | 22500 | 0000 | $ | 145.84 |
| 7/9/2019 | Kenway Distributors Inc. | 1159 | 22500 | 0000 | $ | 139.86 |
| 7/9/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | $ | 714.50 |
| 7/9/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | $ | 671.50 |
| 7/9/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | $ | 6,169.30 |
| 7/9/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | $ | 54.00 |
| 7/9/2019 | J & J Supply Inc. | 1169 | 22330 | 0000 | $ | 41.12 |
| 7/9/2019 | Meuth Construction | 1169 | 22330 | 0000 | $ | 355.00 |
| 7/9/2019 | Onyett Fabricators, Inc. | 1169 | 22330 | 0000 | $ | 116.00 |

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|---|---|---|---|---|---|---|
| 7/9/2019 | J & J Supply Inc. | 1169 | 22330 | 0000 | $ | 6,265.00 |
| 7/9/2019 | J & J Supply Inc. | 1169 | 22330 | 0000 | $ | 15.36 |
| 7/9/2019 | J & J Supply Inc. | 1169 | 22330 | 0000 | $ | 84.00 |
| 7/9/2019 | Onyett Fabricators, Inc. | 1169 | 22330 | 0000 | $ | 120.00 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1169 | 23201 | 0000 | $ | 86.66 |
| 7/9/2019 | Aigner Hardware | 1169 | 24100 | 0000 | $ | 26.95 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 78.14 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 13.36 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 9.95 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 26.22 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 35.08 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 21.97 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 10.50 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 11.99 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 5.08 |
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 13.98 |
| 7/9/2019 | Auto Wheel And Rim Service Inc | 1169 | 36300 | 0000 | $ | 409.94 |
| 7/9/2019 | Auto Wheel And Rim Service Inc | 1169 | 36300 | 0000 | $ | (30.76) |
| 7/9/2019 | Boonville Lawn And Garden Inc. | 1169 | 36300 | 0000 | $ | 29.99 |
| 7/9/2019 | Erosion Resource/Supply Inc. | 1169 | 36300 | 0000 | $ | 415.00 |
| 7/9/2019 | Erosion Resource/Supply Inc. | 1169 | 36300 | 0000 | $ | 415.00 |
| 7/9/2019 | Hutson, Inc. | 1169 | 36300 | 0000 | $ | 79.94 |
| 7/9/2019 | Hutson, Inc. | 1169 | 36300 | 0000 | $ | 146.96 |
| 7/9/2019 | Hutson, Inc. | 1169 | 36300 | 0000 | $ | 43.99 |
| 7/9/2019 | Ken Shourds Equipment, Inc. | 1169 | 36300 | 0000 | $ | 323.48 |
| 7/9/2019 | Lawson Products, Inc. | 1169 | 36300 | 0000 | $ | 221.45 |
| 7/9/2019 | O'Reilly Auto Parts | 1169 | 36300 | 0000 | $ | 4.77 |
| 7/9/2019 | O'Reilly Auto Parts | 1169 | 36300 | 0000 | $ | 19.99 |
| 7/9/2019 | Sisco's American Hose & Hydrau | 1169 | 36300 | 0000 | $ | 114.08 |
| 7/9/2019 | Southeastern Equipment Co. Inc | 1169 | 36300 | 0000 | $ | 1,641.29 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 242.23 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 128.92 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 579.94 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 181.38 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 47.63 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | (14.84) |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 6.99 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 16.54 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 99.31 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 36.74 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 479.40 |
| 7/9/2019 | Erosion Resource/Supply Inc. | 1169 | 36300 | 0000 | $ | 415.00 |

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|---|---|---|---|---|---|---|
| 7/9/2019 | Aigner Hardware | 1169 | 36300 | 0000 | $ | 33.89 |
| 7/9/2019 | Airgas USA, LLC | 1169 | 36300 | 0000 | $ | 194.60 |
| 7/9/2019 | Auto Wheel And Rim Service Inc | 1169 | 36300 | 0000 | $ | 102.90 |
| 7/9/2019 | Brandeis Machinery & Supply | 1169 | 36300 | 0000 | $ | 445.25 |
| 7/9/2019 | Equipment Marketing Company | 1169 | 36300 | 0000 | $ | 84.88 |
| 7/9/2019 | Hamlin Equipment Rental | 1169 | 36300 | 0000 | $ | 276.00 |
| 7/9/2019 | Hutson, Inc. | 1169 | 36300 | 0000 | $ | 155.30 |
| 7/9/2019 | Meyer Truck Equipment | 1169 | 36300 | 0000 | $ | 250.00 |
| 7/9/2019 | Meyer Truck Equipment | 1169 | 36300 | 0000 | $ | 96.00 |
| 7/9/2019 | Meyer Truck Equipment | 1169 | 36300 | 0000 | $ | 213.80 |
| 7/9/2019 | Ruxer Truck Center | 1169 | 36300 | 0000 | $ | 67.32 |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | (44.99) |
| 7/9/2019 | Sternberg International Inc | 1169 | 36300 | 0000 | $ | 380.68 |
| 7/9/2019 | Southeastern Equipment Co. Inc | 1169 | 36300 | 0000 | $ | 155.37 |
| 7/9/2019 | Southeastern Equipment Co. Inc | 1169 | 36300 | 0000 | $ | 94.53 |
| 7/9/2019 | Wheyne Supply Co. Inc. | 1169 | 36300 | 0000 | $ | 134.36 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 58.64 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 36.54 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 40.37 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 15.74 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 59.34 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 67.42 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 204.22 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 4.46 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 90.75 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 25.99 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 4.64 |
| 7/9/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | $ | 108.87 |
| 7/9/2019 | Ken Shourds Equipment, Inc. | 1169 | 36300 | 0000 | $ | 448.44 |
| 7/9/2019 | Office Depot, Incorporated | 1176 | 21100 | 9604 | $ | 449.94 |
| 7/9/2019 | Office Depot, Incorporated | 1176 | 21100 | 9604 | $ | 229.99 |
| 7/9/2019 | Menards | 1197 | 21100 | 0000 | $ | 1.94 |
| 7/9/2019 | Menards | 1197 | 21100 | 0000 | $ | 1.67 |
| 7/9/2019 | Menards | 1197 | 21100 | 0000 | $ | 4.00 |
| 7/9/2019 | Aigner Hardware | 1197 | 44000 | 0000 | $ | 8.45 |
| 7/9/2019 | Aigner Hardware | 1197 | 44000 | 0000 | $ | 1.98 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 8.99 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 14.99 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 6.98 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 9.98 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 16.79 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 15.49 |

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|---|---|---|---|---|---|---|
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 9.99 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 2.68 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 7.76 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 4.98 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 6.89 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 14.97 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 29.94 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 43.94 |
| 7/9/2019 | Menards | 1197 | 44000 | 0000 | $ | 4.84 |
| 7/9/2019 | ERB Equipment Company | 1197 | 44500 | 0000 | $ | 2,000.00 |
| 7/9/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | $ | 15.42 |
| 7/9/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | $ | 1,898.04 |
| 7/9/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | $ | 17.50 |
| 7/9/2019 | UTILITY PIPE SALES CO. | 1197 | 44500 | 0000 | $ | 1,333.28 |
| 7/9/2019 | Office Depot, Incorporated | 1211 | 31400 | 0000 | $ | 72.38 |
| 7/9/2019 | Camilla Martin | 1215 | 18400 | 0000 | $ | 150.00 |
| 7/9/2019 | McCutchan, Donna | 1215 | 18701 | 0000 | $ | 125.00 |
| 7/9/2019 | SEILER, TERESA | 1215 | 18701 | 0000 | $ | 125.00 |
| 7/9/2019 | Camilla Martin | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/9/2019 | McCutchan, Donna | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/9/2019 | SEILER, TERESA | 1215 | 39500 | 0000 | $ | 12.00 |
| 7/9/2019 | O'Reilly Auto Parts | 1219 | 22100 | 0000 | $ | 43.92 |
| 7/9/2019 | The Home City Ice Company | 1219 | 22105 | 0000 | $ | 92.40 |
| 7/9/2019 | The Home City Ice Company | 1219 | 22105 | 0000 | $ | 33.60 |
| 7/9/2019 | Boonville Lawn And Garden Inc. | 1219 | 23210 | 0000 | $ | 99.92 |
| 7/9/2019 | Tim Oxby Horseshoeing | 1219 | 23500 | 0000 | $ | 175.00 |
| 7/9/2019 | Gem Chemical Company, Inc. | 1219 | 24000 | 0000 | $ | 71.10 |
| 7/9/2019 | Nix Sanitary Service | 1219 | 39700 | 0000 | $ | 140.00 |
| 7/9/2019 | Keller Shroeder | 1222 | 31400 | 0000 | $ | 4,624.00 |
| 7/9/2019 | Office Depot, Incorporated | 1224 | 23130 | 0000 | $ | 179.98 |
| 7/9/2019 | CDW Government, Inc. | 1224 | 23130 | 0000 | $ | 916.00 |
| 7/9/2019 | CDW Government, Inc. | 1224 | 23130 | 0000 | $ | 386.56 |
| 7/9/2019 | Office Depot, Incorporated | 1224 | 32260 | 0000 | $ | 60.00 |
| 7/9/2019 | Forensic Fluids Laboratories | 2002 | 21202 | 0000 | $ | 2,500.00 |
| 7/9/2019 | Forensic Fluids Laboratories | 2002 | 21202 | 0000 | $ | (25.00) |
| 7/9/2019 | CONDITION 1, LLC | 4105 | 31111 | 0000 | $ | 130.00 |
| 7/9/2019 | Erosion Resource/Supply Inc. | 4506 | 21100 | 0000 | $ | 62.00 |
| 7/9/2019 | Evident, Inc. | 4907 | 31111 | 0000 | $ | 307.06 |
| 7/9/2019 | B-Hive Printing | 4908 | 21100 | 0000 | $ | 319.00 |
| 7/9/2019 | Alpha Laser Services | 4921 | 31201 | 0000 | $ | 54.00 |
| 7/9/2019 | National Test Systems | 4921 | 31201 | 0000 | $ | 1,500.00 |
| 7/9/2019 | Redwood Toxicology Laboratory | 4921 | 31201 | 0000 | $ | 762.49 |
| 7/9/2019 | Gem Chemical Company, Inc. | 4921 | 31201 | 0000 | $ | 38.52 |
| 7/9/2019 | Quill Corporation | 8059 | 21100 | 0000 | $ | 7.69 |
| 7/9/2019 | R & A Sports | 9210 | 24500 | 0000 | $ | 216.00 |
| | | | | | Grand Total: | $ 2,340,857.13 |

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6, July 8th, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $2,340,857.13 Dated this 8th day of July, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

Version 6-8-2017

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 7/8, 2019 ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1401384; R-37940

Project Description: Bell Road Reconstruction

### RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2021. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $ 877,015.64.

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

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**SECTION VI GENERAL PROVISIONS**

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

2. **Assignment; Successors.**

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

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

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

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

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

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

      I. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



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

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

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

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

7. **Compliance with Laws.**

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

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

      I. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

      II. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.



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      III. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

      IV. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

      V. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

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

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

      I. terminate this Contract; or

      II. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

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

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

9. **Confidentiality of LPA Information.**

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

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

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

11. **DBE Requirements.**

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

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

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





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

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does an aggregate $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.





G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

13. **Disputes.**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

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

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

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

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

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

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

II. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;



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III. Notifying all employees in the statement required by subparagraph 14.B.I above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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



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

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

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall <u>not</u> provide such indemnification to the CONSULTANT.

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

21. **Insurance - Liability for Damages.**

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

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

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

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

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

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

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification Work Types 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250,000.00 aggregate for all claims for negligent performance. For Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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





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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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





Notices to the LPA shall be sent to:

Robert B. Howard, Jr., PE
107 West Locust Street
Courtouse Room 208
Boonville, Indiana 47601

Notices to the CONSULTANT shall be sent to:

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

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

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

25. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

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

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

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

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

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

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

Robert B. Howard, Jr., PE
107 West Locust Street
Courthouse Room 208
Boonville, Indiana 47601

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

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

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

34. **Termination for Convenience**.

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

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered



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within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default**.

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

(I) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

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

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

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

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

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



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

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

38. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran**. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims**. The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

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**Non-Collusion.**

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

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

**CONSULTANT**
American Structurepoint, Inc.

Signature

07-02-2019

**LOCAL PUBLIC AGENCY**
Warrick County, Indiana
Board of Commissioners

Signature
Dan Saylor - President

Signature
Robert Johnson - Vice President

Signature

Terry Phillippe - Member

Signature

17 2018.02399

*American Structurepoint Contract is located on File in its Entirety in the Auditor's Office*

6200 Vogel Road, Evansville, Indiana 47715, 812.479.6200

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS 8th DAY OF July 2019, BY AND BETWEEN WARRICK COUNTY, INDIANA ACTING BY AND THROUGH ITS PROPER OFFICIALS, HEREINAFTER REFERRED TO AS THE "CLIENT" AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

WITNESSETH

WHEREAS, the CLIENT and CONSULTANT did on December 10, 2018 enter into an Agreement to provide professional services for the Epworth Road at Warrick Wellness Trail – Intersection Improvements located in Newburgh, Indiana, and

WHEREAS, it has been determined that additional right-of-way will be required to allow for the construction of the proposed improvements, and

WHEREAS, the CLIENT desires CONSULTANT to provide the additional services, and

WHEREAS, LOCHMUELLER has expressed an interest to provide the additional services, and

WHEREAS, in order for CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. **The Scope/Intent and Extent of Services on page 1 of the Agreement is modified as follows:**
Survey, analysis, design efforts and right-of-way engineering with attached scope of services.

II. **The Fee Arrangement on page 1 of the Agreement is modified as follows:**
Lump sum basis for a fee of $38,850.00

III. **Phase IIIa – Right-of-Way Engineering is added to the scope of services as follows:**

Phase IIIa – Right-of-Way Engineering

The CONSULTANT shall provide right-of-way engineering for one (1) parcel 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 which shall include the following:

1. A documented 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
2. A legal description prepared and certified by an Indiana registered land surveyor for each parcel.



3. A Right-of-Way Parcel Plat prepared and certified by an Indiana registered land surveyor and tied to the Location Control Route Survey plat.
4. In the field right-of-way staking using wooden hub and lath at the deflection points of the proposed permanent and temporary right-of-way lines.

Except as herein modified, changed and amended, all terms and conditions of the Original Agreement dated December 10, 2018 shall continue in full force and effect.

This Amendment No. 1 increases the original lump sum fee of $35,500.00 to a new lump sum total of $38,850.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 1 effective the day and year first written above.

LOCHMUELLER GROUP, INC.

MATTHEW E. WANNEMUEHLER
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

WARRICK COUNTY, INDIANA

SIGNATURE

Dan Saylor, President
PRINT NAME AND TITLE

June 17, 2019
Page 1

RQAW

Re: Designation (DES) Numbers: 1592154
Warrick County Trail Project, Warrick County, Indiana
Supplement 1 and Fee Justification

**Proposed Action** – The proposed project would be constructing approximately 1.26 miles of Safe Routes to School trails to provide connectivity between Castle North Middle School, Castle Elementary School, Castle High School, Castle South Middle School, and surrounding neighborhoods, in the Town of Newburgh, Warrick County, Indiana.

**Scope of Work** – The scope of work for completing the additional out of scope tasks for the Categorical Exclusion Level 2 (CE-2) document and associated documents will include the tasks listed below.

1. **Project Organization/Coordination** – This task includes all file management, monthly project updates, review of project budget, and general project management activities for preparation of the CE.
2. **IPaC Consultation** – This task includes completion of the IPaC worksheet and coordination with INDOT and U.S. Fish and Wildlife Service (USFWS). This requirement was added by INDOT and USFWS after the original scope of services was approved.
3. **Section 4(f) Coordination**– This task includes the out of scope efforts for the completion of the Section 4(f) Evaluation and coordination for Castle High School and associated recreational facilities per the FHWA Section 4(f) Policy Paper and INDOT Procedural Manual. This task was not included in the original scope of services.
4. **Categorical Exclusion (CE-2)** – This task includes the additional efforts and documentation required to complete the CE-2 document and appendices due to the out of scope items.
5. **IDEM 401/USACE 404 RGP** – This task includes the completion of the IDEM Section 401 Individual permit (IP) and the USACE Section 404 Regional General permit (RGP). These permits are required and not in the original scope of work.

**Fee Justification** – Using the above information, a lump sum fee justification for **$11,825.50** has been developed. This fee justification does include the additional efforts required for the above tasks that were not included in the original scope of the project. These tasks include IPaC consultation, Section 4(f), and additional efforts for the completion of the CE-2. This fee justification also includes the completion of the IDEM 401 RGP and USACE 404 RGP Permits as they were not included in the original scope. These permits are required due to impacts to streams.

Sincerely,

Joseph Dabkowski

Joe Dabkowski, PWS
Director of Environmental Services
RQAW

| | |
|---|---|
| Project: Warrick County Trail | |
| Des. No.: 1592154 | |
| Task: Supplement 1 | |
| Date: May 16, 2019 | |

MANHOUR JUSTIFICATION
Environmental Document
Supplement 1

RQAW

| Task/ Manhour Summary | ENV. NEPA SPECIALIST | ENV. SCIENTIST | HISTORION/SEC. 106 SPECIALIST | TOTAL HOURS | |
|---|---|---|---|---|---|
| Project Organization and Coordination | 0 | 6 | 0 | 6 | |
| IPaC Consultation | 0 | 8 | 0 | 8 | |
| Section 4(f) | 40 | 0 | 0 | 40 | |
| Categorical Exclusion - Level 2 | 0 | 20 | 0 | 20 | |
| IDEM 401 RGP/USACE 401 RGP | 0 | 35 | 0 | 35 | |
| Total Engineering Manhours | 40 | 69 | 0 | 109 | |
| Average Hourly Rate | 103.99 | 111.10 | 89.78 | | |
| Total Direct Labor | 4159.60 | 7665.90 | 0.00 | | 11,825.50 |
| Total Labor Cost | | | | | 11,825.50 |
| Direct Expenses (See below) | | | | | 0.00 |
| TOTAL FEE | | | | | 11,825.50 |
| | | | | USE | 11,825.50 |

DIRECT NON-SALARY COSTS

| | |
|---|---|
| Mileage:(0.36/miles X 380 miles X 1 trips) | $0.00 |
| Meals: ($26 X 2 persons X 1 day) | $0.00 |
| Hotel ($89/night X 0 nights X 0 persons) | $0.00 |
| Archaeological Survey (CRA) | $0.00 |
| Phase 1 Hazmat (Shrewsberry) | $0.00 |
| Report Copies/Postage/Parking Fees | $0.00 |
| Legal Notice | $0.00 |
| TOTAL DIRECT NON-SALARY COSTS | $0.00 |

Version 11/06/15

# LPA – CONSULTING CONTRACT
## SUPPLEMENT NO. 2

This supplemental contract is made and entered into this ____ day of _____, 2019, by and between Warrick County, Indiana, hereinafter referred to as the "LPA", and RQAW Corporation, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA and Consultant entered January 23, 2017, into a contract providing for the necessary services required in connection with the Bike and Pedestrian Facilities on Vann Rd from SR 261 to Casey Rd.; Casey Rd. from Castle South Middle School to SR 261; Oak Ridge sub division to Castle North Middle School; Old Hickory Subdivision to SR 261.

WHEREAS, the LPA and Consultant entered March 26, 2018, into Supplement No. 1 to add right-of-way engineering services.

WHEREAS, INDOT required additional environmental services beyond the Consultant's scope as set out in the original Contract.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

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

A. SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $ 221,972.50.

B. Appendix A is modified by adding the following services to Task 1:

1. IPaC Consultation – This task includes completion of the IPaC worksheet and coordination with INDOT and U.S. Fish and Wildlife Service (USFWS).
2. Section 4(f) Coordination – This task includes the out of scope efforts for the completion of the Section 4(f) Evaluation and coordination for Castle High School and associated recreational facilities per the FHWA Section 4(f) Policy Paper and INDOT Procedural Manual.
3. Categorical Exclusion (CE-2) – This task includes the additional efforts and documentation required to complete the CE-2 document and appendices due to the out-of-scope items.
4. IDEM 401/USACE 404 RGP – This task includes the completion of the IDEM Section 401 Individual permit (IP) and the USACE Section 404 Regional General permit (RGP). These permits are required and not in the original scope of services.



Version 11/06/15

5. Additional Project Organization/Coordination required for the above Additional Services.

C. The following modifications are made to Appendix D:

1. Amount of Payment
   a. The CONSULTANT shall receive as payment for the services performed under this Contract the total not-to-exceed fee of ~~$310,147.00~~ $ 221,972.50.
   b. The CONSULTANT will be paid for the work performed under this Contract on a lump-sum basis in accordance with the following fees:

| Task | Description | | |
|---|---|---|---|
| 1 | Environmental Documents | ~~$ 30,000.00~~ | $31,825.50 |

Except as herein or previously modified, changed and supplemented, all terms of the original engineering agreement, dated January 23, 2017, shall continue in full force and effect.

The parties, having read and understand the foregoing terms of the Contract, do by their respective signatures dated below hereby agree to the terms thereof.

RQAW CORPORATION

Daniel Kurtz, Project Manager

WARRICK COUNTY

Dan Sayer, District 1

Terry Phillippe, District 2

Robert Johnson, District 3

Attest:

Deborah Stevens, Auditor

HELMS PLUMBING & ELECTRIC LLC
303 W. Lake St. Boonville, IN 47601
812-897-2968
PC89000167

**SALES ORDER**

DATE 7-8-19

SOLD TO: Warrick Co. Commissioners

| QUANTITY | STOCK NUMBER | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | Estimate: | | |
| | | Install new Zoeller 1/2 HP | | |
| | | pump complete per specifications | | |
| | | supplied by purchasing. | | |
| | | materials 450 — Labor 920 — Jack hammer + Air Chizzel 50 — | | |
| | | Total $1420 — | | |
| | | | TOTAL | |

RECEIVED BY

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. ACCOUNT PAST DUE SUBJECT 2% PER MONTH. *(ANNUAL PERCENTAGE RATE 24%) CUSTOMER IS RESPONSIBLE FOR ANY ATTORNEY FEES ASSOCIATED WITH THE COLLECTION OF ANY PAST DUE ACCOUNTS.