

**MONROE COUNTY STORMWATER MANAGEMENT BOARD**  
Wednesday April 2, 2025, at 3:30 PM  
County Courthouse Building, 3<sup>rd</sup> Floor – Nat U Hill Meeting Room  
Hybrid Meeting with Virtual Attendance via Teams

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**AGENDA**

1. Call to Order
2. Public Input for Items not on the Agenda
3. Approval of Minutes for March 5, 2025 +\*
4. Stormwater Expenditure Report for February 2025 +
5. Business
  - a. MOU with Lake Monroe Water Fund (Water Monitoring 2025) +\*
6. Staff Reports
  - a. Lisa Ridge, Highway Director
    - i. Stipp Road Project Update & Construction Cost Updates +
    - ii. Southshore Project (in-house) +
  - b. Kaylin Burkey – Water Quality Monitoring Report – Year One
7. Adjournment
  - a. Date of Next Meeting: May 7, 2025

+ Attachment Included

\* Action Required to Approve/Deny

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

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

The meeting is open to the public.

**MONROE COUNTY STORMWATER MANAGEMENT BOARD**  
Wednesday March 5, 2025, at 3:30 PM  
County Courthouse Building, 3rd Floor – Nat U Hill Meeting Room  
Hybrid Meeting with Virtual Attendance via Teams

**MEMBERS PRESENT:** Trohn Enright-Randolph, Lee Jones, Jody Madeira, Julie Thomas

**MEMBERS ABSENT:** None

**STAFF:** Donna Barbrick (Secretary), Erica Penna (Stormwater Program Manager), Tina Engle (Stormwater), Adam Rickert (Stormwater), TSD, Lisa Ridge (Highway)

**OTHERS:** CATS TV

**1. Call to Order** by Lee Jones

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

**3. Approval of Minutes for January 8, 2025. Motion to approve by Julie Thomas; second by Jody Madeira. VOTE: AYE (unanimous). Motion carried.**

**4. Stormwater Expenditure Report for January 2025.**

Tina Engle went through the figures and noted major expenditures for the Stipp Road project, pipes, and a new Grad-all.

**5. Business**

**a. MS4 Delegation for Signatory Authority**

Erica Penna said this was a requirement for IDEM. **Motion to approve delegating signatory authority to the MS4 Coordinator by Thomas; second by Madeira. VOTE: AYE (unanimous).** There was a discussion of adding Trohn Enright-Randolph to the signature line; Penna said she could make that correction.

**6. Staff Reports**

**a. Adam Rickert – 2024 MS4 Annual Report Presentation**

Adam Rickert went through 2024 Annual Report Highlights. He displayed a map of watersheds within Monroe County. He displayed the six minimum control measures for the county's stormwater permit. He talked about public education, outreach events, and public participation efforts. He talked about illicit discharge reporting form and dashboard. He said he worked with Irena Valentine-Bolin on an ArcGIS Survey 123 form. He said we now have an in-house method of receiving reports. He noted outfall screenings conducted in 2024. He said all this information is available online through the Hoosier River Watch website. He talked about construction site stormwater run-off control and recent changes with the new stormwater ordinance. He gave figures on construction sites and grading permits. He talked about post-construction runoff control and stormwater infrastructure for BMPs. He spoke about municipal operations pollution prevention

and good housekeeping, including training staff on stormwater permits. Thomas asked if the number of active sites was comparable to previous years. Penna said yes, pretty much. She said the number of permits will increase in 2025 since we are issuing our own permits.

Trohn spoke about a letter that was put together regarding a stormwater statehouse bill seemed to be moving forward. Jones said she was pleased with how the letter turned out. She said I was pleased to see the workshop for the Homeowners Associations.

Lisa Ridge spoke. She said I wanted to give an update on the Fieldstone Dam. She said we have the software finally working and the system running and Erica is now able to open/close the gate remotely instead of sending someone physically out there before every storm. She said we replaced some modems out there. She said we need to have the solar panel turned to face the right direction. She said we may look into having the system run on electric rather than solar. She said I think we are on the right path. She said Erica has worked with the software provider to learn about the settings.

Ridge said on the Stipp Road project, we received an easement from the Army Corps and we are replacing culverts at this time. She said we have bids out for paving the remainder of Stipp Road after the project is complete.

## **7. Adjournment**

### **a. Date of Next Meeting: April 2, 2025**

The meeting adjourned at approximately 3:52PM

Approved:

**Signed:**

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President

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Secretary

Stormwater Fund 1197 Appropriation Balance as of February 28, 2025									
Appropriation	Line Item	Yr. Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20001	Office Supplies	\$1,500.00				\$217.85	\$1,500.00	\$1,016.32	68%
21170	Field Crew Supplies	\$5,000.00				\$873.59	\$5,000.00	\$3,526.43	71%
23411	Fleet Maintenance	\$80,000.00				\$4,247.12	\$80,000.00	\$73,163.30	91%
23920	Testing/Sampling Equipment	\$3,500.00				\$148.11	\$3,500.00	\$3,351.89	96%
23940	Seed/Mulch/Compost/Planting	\$20,000.00				\$840.00	\$20,000.00	\$19,160.00	96%
23960	Backfill/Pavement Repair Mater	\$130,000.00				\$21,413.17	\$130,000.00	\$107,638.78	83%
30s Other Services and Charges									
30061	On Call Contractors	\$75,000.00				\$2,649.39	\$75,000.00	\$70,580.61	94%
30321	General Engineering Services	\$120,000.00	(\$1,711.00)			\$1,375.00	\$118,289.00	\$116,914.00	99%
30330	Public Education and Paricipation	\$38,000.00				\$85.76	\$38,000.00	\$37,914.24	100%
30500	Printing and Advertising	\$3,000.00				\$547.15	\$3,000.00	\$2,391.85	80%
30700	Gas, Oil & Lube	\$100,000.00				\$5,434.12	\$100,000.00	\$88,084.94	88%
30801	Postage & Freight	\$2,300.00				\$21.44	\$2,300.00	\$2,278.56	99%
33008	Other Insurance (Non-health)	\$70,000.00	\$1,711.00			\$71,711.00	\$71,711.00	\$0.00	0%
35003	Reprographics	\$500.00				\$15.02	\$500.00	\$484.98	97%
39288	Stipp Rd/Moores Ck #16 & #4 SW	\$1,500,000.00				\$2,887.61	\$1,500,000.00	\$1,488,245.84	99%
40s Capital Outlays									
40001	Equipment	\$523,500.00				\$208.02	\$523,500.00	\$291.98	0%
Stormwater Fund 1197 February 2025 Expenditures by Date									
Check Date	Appropriation	Line Item	Vendor		Amount	Notes			
03-Feb-25									
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc		\$143.10	Stone, Rip Rap			
	35003	Reprographics	Toshiba Business Solutions		\$6.27	color copies			
06-Feb-25									
	20001	Offices Supplies	Engraving & Stamp Center Inc		\$74.07	name plate & name tags			
	20001	Offices Supplies	Amazon Capital Services		\$23.78	pens, hooks			
	21170	Field Crew Supplies	Martin Inc		\$543.69	flow regulator, winch, tripod brackets			
	23920	Testing/Sampling Equipment	Kleindorfers Hardware LLC		\$8.80	40' rope			
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc		\$892.65	Stone, Rip Rap			
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials Inc		\$3,006.50	Riprap			
	30061	On Call Construction Services	Security Pro 24/7 Inc		\$270.00	2 traffic officers			
	30321	Professional Fees	Christopher B Burke		\$247.50	Charlestowne-Westbrook,Btown Co Club, Dozer Rentals Storage			
	30500	Printing & Advertising	First Financial Bank		\$547.15	Advertising, truck driver & stormwater tech			
	39288	Stipp Rd/Moores Ck #16 & #4 SW	Lockmueller Group, Inc		\$2,687.61	Stipp Rd Task #2			
	40001	Equipment	Martin Inc		\$208.02	cal gas 34 liter, fall-7008 blx			
13-Feb-25									
	21170	Field Crew Supplies	John Deere Financial		\$329.90	work boots, inspector & specialist			
20-Feb-25									
	20001	Offices Supplies	Rainbow Printing, LLC		\$120.00	Business cards, Erica, Greg & Mason			
	23920	Testing/Sampling Equipment	Forestry Suppliers Inc		\$139.31	sample bottles			
	23940	Seed/Mulch/Compost/Plantings	Kleindorfers Hardware LLC		\$840.00	120 bales of straw			
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials Inc		\$10,761.00	flowable fill, class A Stone, Bridge crew			
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc		\$111.72	Riprap			
	30061	On Call Construction Services	Security Pro 24/7 Inc		\$388.13	2 traffic officers			
	30330	Public Edu & Participation	Monroe County Master Gardner		\$50.00	2025 Gardem Fair			
	30801	Postage & Freight	Adam Rickert		\$21.44	certified mail			
	35003	Reprographics	Toshiba Business Solutions		\$8.75	color copies			
27-Feb-25									
	23411	Fleet Maintenance Supplies	Industrial Service & Supply Inc		\$174.20	DJ mill hose & clamp to clean trucks & sweeper			
	23411	Fleet Maintenance Supplies	Monroe County Highway		\$4,072.92	SW January 2025 vehicle maintainance & repair			
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials Inc		\$6,240.50	flowable fill, class A Stone, Bridge crew			
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc		\$257.70	Stone, Rip Rap			
	30061	On Call Construction Services	Security Pro 24/7 Inc		\$1,991.26	10 traffic officers			
	30321	Professional Fees	Christopher B Burke		\$1,127.50	Charlestowne-Westbrook, Dozer Rentals Self-Storage			
	30330	Public Edu & Participation	Menards		\$35.76	drinks for Contractor's workshop, 1/22/25 at Ivy Tec			
	30700	Gas, Oil & Lube	Monroe County Highway		\$5,434.12	SW Fuel Usage, January 2025			
	33008	Other Insurance (non-health)	USI Insurance Services LLC		\$71,711.00	auto, umbrella, property, fire, workmen's comp insurance			



## Lake Monroe Water Fund

March 13, 2025

Monroe County Stormwater Management Board  
c/o Erica Penna, [epenna@co.monroe.in.us](mailto:epenna@co.monroe.in.us)

Dear Commissioner Jones, Commissioner Madeira, Commissioner Thomas, and Mr. Enright-Randolph,

Thank you for your past support of the water fund for our collaborative water monitoring efforts in the Lake Monroe watershed. The stormwater management board has graciously supported these efforts over the past three years in the amount of \$3,500 each year.

I respectfully request your continued support in the amount of \$3,500 for this year's monitoring activities. If approved, we plan to use the funding once again to defray the costs of operating a stream flow gauge on the S. Fork of Salt Creek. Please see the following pages for a letter of support from Friends of Lake Monroe and a short newsletter article about the gauge.

The US Geological Survey maintains and operates the gauge and covers half of the \$14,000 annual costs. The water fund has committed to securing the remaining \$7,000 each year. To date we have received a pledge from Duke Energy to provide \$1,000, and your assistance will enable the water fund to focus on raising the additional \$2,500 needed for this important effort.

Thank you for your consideration. I would be happy to speak with you about this project and about our other initiatives in the watershed to reduce pollution from faulty septic systems, fertilizer runoff, and sediment.

Sincerely,

Michelle M. Cohen, MSES  
Executive Director



PO Box 3145  
Bloomington, IN 47402

*friendsoflakemonroe@gmail.com*  
*friendsoflakemonroe.org*

To: Michelle Cohen, Lake Monroe Water Fund  
Julie Thomas, Monroe County Stormwater Management Board  
Katherine Zaiger, City of Bloomington Utilities

From: Sherry Mitchell-Bruker, Friends of Lake Monroe

Subject: Need for Kurtz Gage

Date: February 4, 2025

We are writing to encourage you to continue your financial support of the USGS flow gage at Kurtz, South Fork of Salt Creek.

Streamflow data from the tributaries feeding Lake Monroe is needed for calculating a water budget and nutrient and sediment loads to Lake Monroe. Nutrients and sediment load calculations help to locate problem areas and quantify pollution problems. There are three main tributaries that enter Lake Monroe - North Fork Salt Creek, Middle Fork Salt Creek, and South Fork Salt Creek. Middle Fork is much smaller than the other two and therefore not as significant in terms of inflow to the lake. There has been a flow monitoring station in place on North Fork Salt Creek for many years but because weather patterns and streamflow magnitude vary substantially between the areas North and South of Lake Monroe, North Fork streamflow is not representative of the natural variation of stream flow in the South Fork.

Long term continuous flow data allows us to conduct rigorous frequency characterization. Frequency characterization puts the data from any one year in perspective. As an example, if sediment or nutrient loads are high in an unusually wet period (say a 1-in-100-year rainfall event) it means something very different than if loads are high in a more common 1-in-2-year rainfall event. It takes many years of data to be able to adequately characterize flows in terms of frequency.

Friends of Lake Monroe will continue to analyze stream flow data periodically, especially in combination with water quality monitoring being conducted by City of Bloomington Utilities in South Fork Salt Creek and future monitoring by Friends of Lake Monroe. These data are used to feed sediment and nutrient load models and to determine how the model results represent typical flow frequencies. Our plan is to repeat water quality monitoring conducted in 2020-2021 and use data from CBU and the Kurtz site to calculate sediment and nutrient loads. Having continuous flow data in both North Fork and South Fork over many years would be used to place our model results in the context of weather conditions and flow frequency.

We appreciate the financial support that the City of Bloomington and Monroe County have contributed in the past to allow the installation and continued operation of the Kurtz gaging station and encourage the Lake Monroe Water Fund to continue to facilitate the financing of this important gaging station.

Article from the Lake Monroe Water Fund's September 2024 newsletter:

## Measuring Stream Flow into Lake Monroe

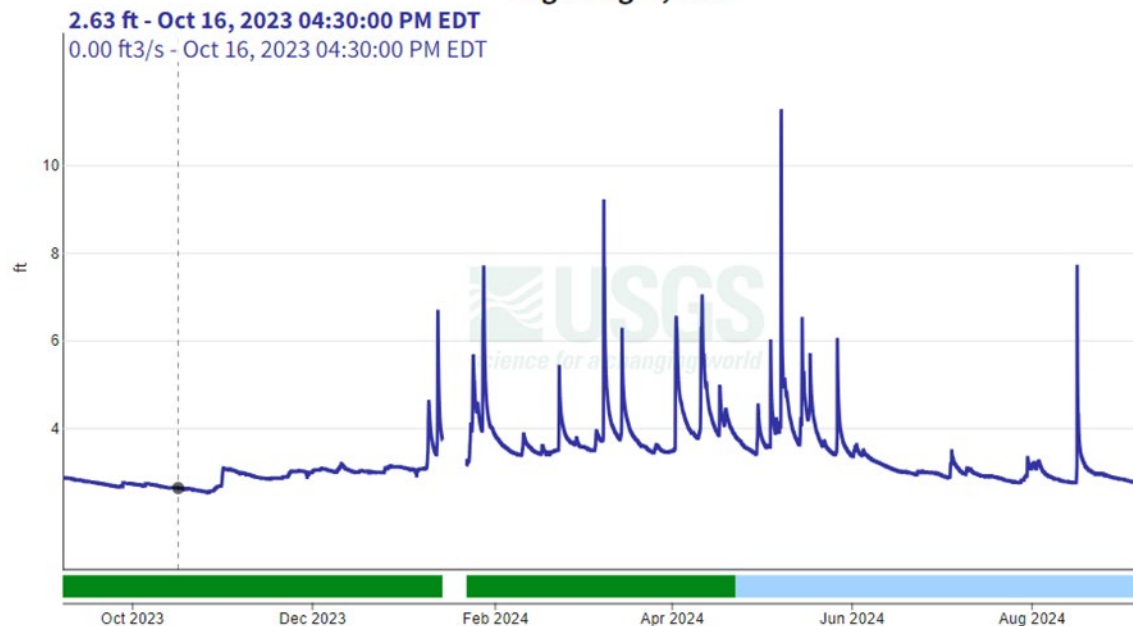
For the last five years the Lake Monroe Water Fund has worked with partners to finance a stream gauge that continuously measures **water flow in the South Fork Salt Creek in Jackson County upstream of Lake Monroe.**

The gauge data is publicly available [here](#).

### South Fork Salt Creek at Kurtz, IN - 03371600

September 7, 2023 - September 6, 2024

Gage height, feet



Continuous monitoring of the volume of water that flows into the lake, specifically during storm events, is crucial and allows for year-to-year data comparison. It also enables partners to sample for pollutants during periods of high flow. This can help identify specific strategies that we should take to reduce run-off of sediment and 'nutrients' from fertilizers, farm chemicals, animal waste and septic waste.

The implementation of the project is a **collaborative effort**. The annual cost to operate the gauge is \$14,000. The U.S. Geological Survey covers half of the cost, with the Water Fund responsible for raising the remaining \$7,000. **The Water Fund has been able to fulfill our share this year thanks to generous support from the Monroe County Stormwater Board, The Nature Conservancy, and your donations.**

**MEMORANDUM OF UNDERSTANDING**  
between the  
**Monroe County Stormwater Management Board (MCSWMB)**  
and the  
**Lake Monroe Water Fund (LMWF)**

**The Parties to this Memorandum of Understanding (MOU) agree to the following:**

**Article 1: Purpose and Scope**

The purpose of this MOU is to support water monitoring efforts in the Lake Monroe watershed through the fiscal year 2025.

**Article 2: Conditions and Arrangements**

The MCSMB will provide the LMWF with \$3,500 to be spent for water monitoring activities in the Lake Monroe watershed. Water monitoring efforts funded by this MOU must be conducted to align with the goals and objectives of the approved Lake Monroe Watershed Management Plan, and watershed implementation efforts for monitoring non-point source pollution entering Lake Monroe. The LMWF shall seek approval from the Stormwater Program Manager (MS4 Coordinator) prior to distributing funds to other local groups. The MCSWMB may request periodic updates from the LMWF on projects being funded.

**Article 3: Timeframe**

If any of this funding remains unused at the end of the 2025 fiscal year, it will be returned to the MCSWMB. A request for an extension must be made at least 90 days prior to the end of the 2025 fiscal year.

**Article 4: Future Cooperation**

The LMWF will continue to work to support the goals of the MCSWMB and the County's Stormwater Program by encouraging responsible management of Lake Monroe's watershed.

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Monroe County Stormwater  
Management Board, member

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Lake Monroe Water Fund,  
representative

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Date

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Date



**BUDGET****1197.39288.0000 STIPP ROAD/MOORES CREEK****\$1,500,000.00**

<u>Vendor/Contractor</u>	<u>Project</u>	<u>Activity</u>		<u>Notes</u>
Milestone	Moores Creek	Final payment	\$255,056.00	
Lochmueller	Moores Creek	Construction Inspection	\$11,754.16	Original Contract Approved 10/23/2023
Total for Completion of Moores Creek			\$266,810.16	
Balance in Appropriation as of 3/20/25			\$1,233,189.84	
E&B Paving	Stipp Road	Contractor	\$1,342,600.00	Contract Approved December 2024
Duke Utility Agreement	Stipp Road	Utility Relocations	\$122,637.24	Contract Approval pending - 3/27/2025
Lochmueller Group Task #2	Stipp Road	Staking for Duke Energy	\$8,800.00	Contract Arrpoval pending - 03/27/2025
Bluestone Tree	Stipp Road	Tree Removal	\$96,577.00	Contract Approval pending - 3/27/2025
Lochmueller	Stipp Road	Contruction Inspection	\$187,624.61	(left on contract after Phase I, Moores Creek)
Estimate for Completion			\$1,758,238.85	
Additional Appropriation			\$525,049.01	(Round up to \$525,000.00)
Cash Balance in 1197 as of 3/20/25			\$3,284,258.85	



Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

Executive Summary:

Sealed bids were opened publicly on October 30, 2024 at 1:00 pm by highway representatives. There were four (4) bids received for the project. The Engineer estimate for the project was \$1,324,114.36. The lowest most responsive and responsible bidder was E&B Paving, LLC. Construction will be in 2025.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$1,342,600.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

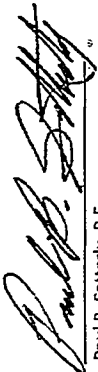
Attorney who reviewed:

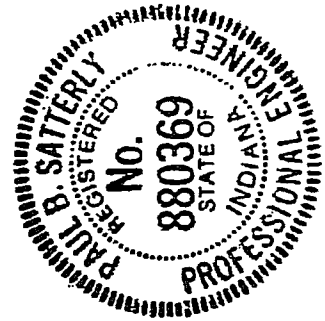
TABULATION OF BIDS  
MONROE COUNTY HIGHWAY DEPARTMENT  
Monroe County, Indiana  
Stipp Road Reconstruction

Engineer's Estimate: \$1,324,114.36  
BIDS RECEIVED: October 30, 2024 at 11:00 am

NAME AND ADDRESS OF CONTRACTOR	E&B Paving, LLC 2520 W. Industrial Park Drive Bloomington, IN 47404	Milestone Contractors, LP 4755 W. Arlington Road Bloomington, IN 47404	Crider and Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403	Morphey Construction 1499 N. Sherman Drive Indianapolis, IN 46201
ITEM				
Proposal Form	X	X	X	X
Bid Bond	X	X	X	X
Form 96	X	X	X	X
Non-Collusion Affidavit	X	X	X	X
Non-Discrimination Affidavit	X	X	X	X
List of Subcontractors	X	X	X	X
E-Verify Affidavit	X	X	X	X
Addendum No. 1	X	X	X	X
Addendum No. 2	X	X	X	X
BASE BID PRICE	\$1,342,600.00	\$1,348,500.00	\$1,377,155.75	\$1,599,447.25

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.

  
Paul B. Satterly, P.E.  
Registered Engineer No. PE60880369  
State of Indiana



Recommendation for award is on November 20, 2024 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Award of this bid will be made to the lowest cost, most responsive and most responsible bidder subject to the following conditions:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

Prepared by:  
Monroe County Highway Department  
Bloomington, Indiana  
October 31, 2024

**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
 Prescribed by State Board of Accounts

**PART I**

*(To be completed for all bids. Please type or print)*

Date (month, day, year): October 30, 2024

1. Governmental Unit (Owner): Board of County Commissioners of Monroe County Indiana
2. County : Monroe
3. Bidder (Firm): E & B Paving, LLC  
 Address: 2520 W. Industrial Park Drive  
 City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Stipp Road Reconstruction  
 (Governmental Unit) in accordance with plans and specifications prepared by Aztec Engineering Group, Inc.  
 and dated September 17, 2024 for the sum of  
One million three hundred forty two thousand six hundred dollars \$ 1,342,600.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
*(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this 20th day of November, 2024, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

Henry H. H. H.

H. H. H.

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of County Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): October 30, 2024

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

FA Wilhelm - Indianapolis IN

McIntyre Brothers - Bedford IN

Weddle Bros - Bloomington IN

Hoosier Energy - Petersburg IN

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SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

# SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

## SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 30 day of October, 2024

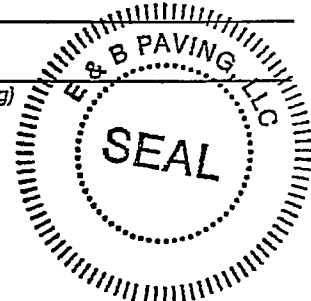
E & B Paving, LLC

(Name of Organization)

By Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



## ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF MONROE ) ss

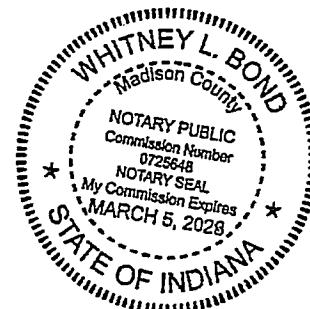
Before me, a Notary Public, personally appeared the above-named Garrett Gough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 30 day of October, 2024.

Whitney L. Bond  
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison





Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

**BID OF**

E & B Paving, LLC

*(Contractor)*

2520 W Industrial Park Drive

*(Address)*

Bloomington, IN 47404

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

Board of County Commissioners of Monroe County Indiana

\_\_\_\_\_

\_\_\_\_\_

Filed October 30, 2024

Action taken \_\_\_\_\_

\_\_\_\_\_



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

Bluestone has provided the quote for the tree removal on the 2nd Phase of the remaining trees for the Stipp Road reconstruction project. Some of the trees were removed with the Moores' Creek Road, Phase I, that was completed last year. We have been working with Duke and the Army Corp for 2 1/2 years on a Duke easement with the Army Corp for the project. The Army Corp has given us the Notice to Proceed with the tree removal before the April 1st deadline so that the project is not delayed.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)



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

Attorney who reviewed:



# Bluestone Tree

**Proposal #** 10352-E

## Client Information

Client: Monroe County Stormwater  
 Client Address: 5900 W Foster Curry Dr, , Bloomington, IN, 47403  
 Client Phone: (812) 318-2739  
 Client Email: epenna@co.monroe.in.us  
 Job Site Contact: Erica Penna

## Proposed Work

### DESCRIPTION

### PRICE

#### Tree Removal - With Cleanup (Non-Taxable)

\$ 96,577.00

Safely Remove all trees and vegetation within the construction limits on the south side of E. Stipp rd.. Safely remove all trees and vegetation within the easement (red staked flags) on the north side of E. Stipp Rd. and the north side of Moores Creek according to the plans that were provided by the Monroe County Highway Department. All of the stumps will be cut low. No stump grinding. All trees and vegetation will be hauled away. All trees and vegetation below 6" in diameter will be mowed within the easement (red staked flags) on the north side of E. Stipp rd. and Moores Creek. All traffic control shall be executed according to Chapter VI of the Manual of Uniform Traffic Control Devices (MUTCD).

**Subtotal:** \$ 96,577.00

**Indiana State Tax 7%:** \$ 0.00

**Total:** \$ 96,577.00

Thank you for considering Bluestone Tree for your tree care needs.  
 Please let us know if you have any questions or concerns.

#### Acceptance of proposal.

The prices, specifications, and terms and conditions are satisfactory and hereby accepted. Bluestone Tree is authorized to do the work as specified.

**Estimator:** Matt Baldwin

**10352-E, Rev 2**

**Date:** Mar 20, 2025

**Authorized Signature:** \_\_\_\_\_

3/20/2025

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



## Terms and Conditions

### 1. Acceptance of Terms

Thank you for choosing Bluestone Tree for your tree care needs. We truly appreciate your business and are grateful for the trust you've placed in us. By signing the proposal, you agree to be bound by the following Terms and Conditions. In the event the Client is not the property owner, the Client shall ensure and provide documentation that Bluestone Tree is authorized to access the property and perform the requested services.

### 2. Proposal Details

Our proposals are valid for 60 days. We ask that you review and accept the proposed work within this term. If the proposal is not accepted within 60 days, it will automatically be rejected. If you request to move forward with the work once the proposal has been rejected, we reserve the right to adjust the cost of our initial proposal as necessary.

We have a \$450.00 minimum service fee for tree work. This is the minimum amount of money for which we can efficiently mobilize our tree crews and equipment. If you accept less than \$450 in tree work, we reserve the right to adjust the quoted price to meet our minimum service fee or reject the proposal. This does not apply to Plant Health Care work.

### 3. Scheduling

The work that you accepted will be scheduled in the most efficient and timely manner possible. There are many variables that affect scheduling, including weather, soil/ground conditions, overall risk, and accessibility. Based on these variables, to ensure the highest standards of safety and respect for the property, your work may begin earlier or later than expected. We will attempt to give you as much notice as possible when your work is scheduled. To ensure the work we do is done as safely as possible, and with minimal impact on property, we occasionally have to make last-minute decisions and will do our very best to keep you informed. We will email and either text or call you with the exact date for your work when we have one. Until then, please be patient. Know that once you accept your proposal, you are in our system, and we are doing our best to get your work scheduled.

### 4. Stump Grinding

Bluestone Tree will contact Indiana 811 to request underground utility markings from the street to the meter when stump grinding is an accepted proposal item. Per Indiana 811's website- "Some underground utilities on your property will NOT be marked by Indiana 811 Members because they are not owned by Indiana 811 Members. Examples of private facilities include electric or water lines to your pool, lines to septic tanks, electric lines to sheds or landscape lighting, lawn sprinkler systems, invisible pet fencing, and more. A good general rule of thumb is if the utility runs from the street to the meter, it will be marked. If the utility is installed from the meter to another location on your property, it will not be marked."

Should the homeowner know of any underground utility lines, tanks or other underground items that exist beyond Indiana 811's purview, it is the homeowner's responsibility to disclose those underground utilities and items to Bluestone Tree and mark them. Bluestone Tree is not responsible for any underground utilities or items that are not marked by Indiana 811 or the homeowner and by accepting this type of work to be performed on your property, either through acceptance of your proposal or verbal acceptance of stump grinding on site, the homeowner will assume liability for any associated risks and/or incidents.

### 5. Notice Regarding Service Line Disconnects

Bluestone Tree Services may conduct tree work that requires a temporary disconnection of utility service lines, including but not limited to electricity, telecommunications, or other relevant utilities. Bluestone Tree will coordinate a service line disconnection with the utility company, ensuring compliance with safety regulations. Once the tree work is completed, a prompt reconnection will be scheduled. Property owners are responsible for disclosing private utilities and turning off breakers during reconnection to mitigate risks.

### 6. Certification Standards

All work to be performed by or under the direct supervision of an ISA (International Society of Arboriculture) Certified Arborist. All treatments will be performed by or under the direct supervision of a Certified Applicator through the Indiana Office of the State Chemist. All Tree Risk Assessments will be performed by an ISA Tree Risk Assessment Qualified arborist.

Bluestone Tree adheres to the latest American National Standards Institute (ANSI) Z133 safety standards for the tree care industry. We also follow the ANSI A300 Best Management Practices for the services we provide. These standards, voluntary and based on current research, ensure our services meet established norms. Users can trust our commitment to industry-recommended safety and tree care practices.

### 7. Driveway Waiver/Hold Harmless Agreement

Properly installed and maintained driveways, asphalt, and/or concrete, should be able to handle the weight of our trucks and equipment. Bluestone LLC and its employees, trucks, and equipment will not be liable for any damage caused to driveways, roads, sidewalks, or access drives while performing the accepted work. The property owner accepts full responsibility and the possibility of any kind of damage associated with vehicular traffic, crane outrigger, and crane parts normally used in its operation.

This does not include damage caused by something being dropped, struck, or a fall from an object solely caused by Bluestone, LLC and its employees. Property owners will not be held liable for any accident or damage caused to Bluestone LLC's equipment or its employees while performing the accepted work, except to the extent the owner or third party was at fault or contributed to the damage.

### 8. Payment

Upon completion of the job, we will email you an invoice. Payment is due upon receipt of the invoice. A 1.5% fee will be applied to invoices that remain unpaid 30 days after work has been completed.

We accept:

**Cash:** Accepted in office only.

**Check:** Please make checks payable to Bluestone Tree and mail to PO Box 345 Clear Creek, IN 47426. We can also accept checks in the office.

**Pay by Bank Account:** This is a secure online ACH payment method, which is a direct debit from your account to ours. Access this payment method by clicking the View Invoice button in the invoice email you receive once your work is completed.

**Credit card:** There is a 1.75% surcharge fee for card payments made through our online payment system. Access this payment method by clicking the View Invoice button in the invoice email you receive once your work is completed.

**Debit Cards:** To pay by debit card and avoid the 1.75% credit card surcharge, please call or come into the office so we can run your debit card without the surcharge. You can also use our safe and secure Pay by Bank Account option, which is a direct debit from your account to ours.

There is a \$30.00 fee for all types of returned or non-sufficiently funded payments. Bluestone Tree shall be entitled to expenses and reasonable attorney fees arising out of collection efforts upon nonpayment by the Client.

### 9. Communication

Email is our primary communication method. We may send you emails from [bloomington@bluestonetree.com](mailto:bloomington@bluestonetree.com) but you may also receive emails from our software system, SingleOps, which would come from [BluestoneTree@mail.singleops.com](mailto:BluestoneTree@mail.singleops.com). Adding these email addresses to your email filters and keeping an eye on your spam folder will help to expedite communication. We will only use your contact information to communicate with you in regards to requested proposals and accepted work. We will not bombard you with unrelated, unwanted emails or sell your information to third parties.

### 10. Changes/Cancellations

If you would like to adjust the scope of work you have accepted or if the condition of a tree on your proposal changes drastically while waiting to be scheduled, please call us so we can re-evaluate your job. If there are any conflicts once we have scheduled your work, or if you need to cancel scheduled work, please call us and we will do our best to accommodate you.

### 11. Tree Planting & Plant Health Care



Trees and plants, being natural and living organisms, are influenced by factors beyond human control. No guarantees are expressed or implied regarding their safety, health, or condition. Bluestone Tree provides no warranties on the effectiveness of our plant health care treatments. Recommendations are based on our professional judgment, deeming a tree a worthy candidate for treatment at the time.

We always recommend the best species of tree for each individual planting site for tree planting. We do not warranty our tree plantings because we cannot guarantee that the tree will be watered or maintained properly after the initial planting.

## **12. Errors and Omissions**

The Client understands and agrees that the terms and conditions stated here are contractually binding and voluntarily enters into this Agreement. The Client will defend and indemnify Bluestone Tree for any and all damages suffered by Bluestone Tree, including its reasonable attorney fees, arising out of undisclosed conditions of the land, interference with the work by the Client or other third parties, as agreed to by Bluestone Tree, negligence of the Client, or a breach of this Agreement by the Client.

The Client further understands and agrees that Bluestone Tree shall not be liable for accidental, consequential, or special damages claimed by the Client or any third party. Bluestone's total liability is and shall be limited to the actual amount of money paid to Bluestone Tree under this agreement.



Tree Removal - With Cleanup











## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☐

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

Please find attached Task #2 with Lochmueller Group for the Stipp Road stormwater project. The project has been appropriated for approved by the Stormwater Board in 2025. The Task #2 is for staking for the Duke Easement along Moores Creek and Stipp Road and for staking construction limits along the south side of Stipp Road for tree removal.

The original contract with Lochmueller was approved on October 23, 2023 for the project.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## **AMENDMENT NO. 2 TO TASK ORDER NO. 2**

THIS AMENDMENT NO. 2 TO TASK ORDER NO. 2 IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY AND BETWEEN LOCHMUELLER GROUP, INC., HEREINAFTER REFERRED TO AS "CONSULTANT" AND MONROE COUNTY BOARD OF COMMISSIONERS HEREINAFTER REFERRED TO AS "OWNER".

### **W I T N E S S E T H**

WHEREAS, OWNER and CONSULTANT did on October 25, 2023 enter into Task Order No. 2 to provide part-time Resident Project Representative (RPR) for up to 1,180 hours through the completion of the construction project and required documentation, and

WHEREAS, OWNER is requesting additional construction limits staking, and

WHEREAS, OWNER desires the CONSULTANT to provide the services, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original Task Order No. 2, and

NOW, THEREFORE, it is agreed by and between both parties that the original Task Oder No. 2 be amended as follows:

**I. Item 6.0 of Attachment "A" Section "A" is added as follows:**

**6.0 ADDITIONAL CONSTRUCTION LIMITS STAKING**

- 6.1 Stake the proposed construction limits on the Stipp Rd. improvement project on the south side from approximate station 10+50 to 28+84 with wooden lathes.
- 6.2 Stake the approximate limits of the 20' wide easement along Stipp Road of Duke's proposed overhead relocation alignment P01 through P05.
- 6.3 1.3 Stake the approximate limits of the 20' wide easement along Moore's Creek Road of Duke's proposed overhead relocation alignment P15 through P10.

**II. Section D – Payment Terms of Attachment "A" is hereby deleted in its entirety and replaced in its entirety with the following:**

### **SECTION D – PAYMENT TERMS**



- 1.0 The CONSULTANT shall receive as payment for the work performed under this Task Order the total fee not-to-exceed Two Hundred Fifty Thousand Three Hundred Dollars (\$250,300.00) unless an amendment to this Task Order is made in writing by both parties.
- 2.0 The CONSULTANT shall be paid for providing the services set forth in Item 1.0 CONSTRUCTION INSPECTION of this Task Order based on the actual hours of work performed in accordance with the rates set forth below. The total fee shall not exceed \$200,400.00 without prior approval from the OWNER.
- 3.0 The CONSULTANT shall be paid for providing the services set forth in Item 2.0 UTILITY COORDINATION of this Task Order based on the actual hours of work performed in accordance with the rates set forth below. The total fee shall not exceed \$28,900.00 without prior approval from the OWNER.

<b>Lochmueller Group, Inc.</b> <b>Billing Rate Schedule</b> <b>Stripp Road/Moore's Creek Road CI</b>						
<b>Classification</b>	<b>2023 Straighttime Billing Rates</b>	<b>2023 Overtime Billing Rates</b>	<b>2024 Straighttime Billing Rates</b>	<b>2024 Overtime Billing Rates</b>	<b>2025 Straighttime Billing Rates</b>	<b>2025 Overtime Billing Rates</b>
Senior Project Manager I (ESM1)	\$210.43	\$210.43	\$220.32	\$220.32	\$230.68	\$230.68
Construction Project Supervisor II (CB2)	\$156.28	\$181.23	\$163.62	\$189.75	\$171.31	\$198.67
Construction Inspector II (CI2)	\$110.24	\$127.84	\$115.42	\$133.85	\$120.84	\$140.14
Project Liaison (EPL)	\$171.72	\$199.13	\$179.79	\$208.49	\$188.24	\$218.29

- 4.0 The CONSULTANT shall be paid for providing the services set forth in Items 5.0 and 6.0 CONSTRUCTION LIMITS STAKING of this Task Order based on the actual hours of work performed in accordance with the rates set forth below. The total fee shall not exceed \$21,000.00 without prior approval from the OWNER.

<b>Lochmueller Group, Inc.</b> <b>Billing Rate Schedule</b> <b>Stripp Road/Moore's Creek Road Survey</b>						
<b>Classification</b>	<b>2024 Straighttime Billing Rates</b>	<b>2024 Overtime Billing Rates</b>	<b>2025 Straighttime Billing Rates</b>	<b>2025 Overtime Billing Rates</b>	<b>2026 Straighttime Billing Rates</b>	<b>2026 Overtime Billing Rates</b>
Professional Survey IV	\$192.31	\$211.57	\$190.68	\$221.51	\$199.85	\$231.92
Survey Party Chief III	\$129.45	\$150.22	\$135.53	\$157.28	\$141.90	\$154.57

Except as herein modified, changed, and amended, all terms and conditions of the original Task Order No. 2 dated October 25, 2023 and Amendment 1 dated February 7, 2024 shall continue in full force and effect.

This Amendment No. 2 to Task Order No. 2 increases the original total fee not-to-exceed of \$241,500.00 by \$8,800.00 to a new total fee not-to-exceed of \$250,300.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 2 to Task Order No. 2 effective the day and year first above written.

**LOCHMUELLER GROUP, INC.**

**MONROE COUNTY BOARD OF COMMISSIONERS**

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David N. Goffinet  
Regional Leader – Southern Indiana

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Julie Thomas  
President

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Jody Madeira  
Member

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Lee Jones  
Member