



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is for Commissioner approval three different agreements:
1. Agreement with **Vet Environmental** for a Phase 1 Environmental Assessment and a Site Reconnaissance--\$4,750. This agreement will explore both the parcel that would be acquired and the site currently owned.
2. Agreement with **Patriot Engineering** for Geotechnical Engineering--\$11,850
This agreement is to do Geotechnical work, including 12 Soil Borings and 6 rock cores. The areas to be bored was coordinated with DLZ.
3. Agreement for Appriasal services with **First Appraisal Group**.--\$2,500.
This Agreement is for appraisal of the to be acquired property (approximately 5 acres). A second appraisal will be required.

All of these contract requests are contingent on approval with the property owner for the 5 acres. The purchase was discussed with their representative earlier this summer, and the owner was receptive, but confirmation and authorization to enter the property needs to occur.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="EDIT BAN"/>	<input type="text" value="4816"/>	<input type="text" value="\$19,100"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Suite B, Bloomington, IN 47404

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

Email: info@vet-env.com

July 6, 2023

Mr. Jeff Cockerill
Monroe County Board of Commissioners
100 West Kirkwood Avenue
Bloomington, Indiana 47404

Dear Mr. Cockerill:

RE: Proposal for Environmental Consulting Services to be performed by VET Environmental Engineering

We appreciate the opportunity to talk with you and discuss your business. We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET Environmental Engineering, LLC (VET) will perform a Phase I Environmental Site Assessment (ESA) and Site Reconnaissance at the property composed of three parcels of land approximately 92.53 acres in area (parcel #53-08-08-100-127.000-009, two parcels listed as #53-08-08-200-001.000-009) located north of South Rockport Road, and west of South Rogers Street in Bloomington, Indiana (Site).

Tasks to be performed for Client:

Phase I Environmental Site Assessment:

A Phase I ESA is completed to research the current and historic land uses of a subject property (Property). A Phase I ESA is often performed as part of a potential real estate transaction. The intent of the Phase I ESA is to assess if current or historical land uses at the Subject Property have the potential to have caused adverse impacts to the soil or groundwater at the Subject Property that could pose a threat to human health and/or the environment. Identified issues are referred to as Recognized Environmental Conditions (RECs). If RECs are identified, it indicates that conditions exist that could present potential liability for the lender and/or owner and could affect the value of the Subject Property.

A Phase I ESA completed prior to closure of a real estate transaction can be used to satisfy the innocent landowner requirements under All Appropriate Inquiries (AAI) as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). VET proposes to perform a Phase I ESA in accordance with the requirements of the United States Environmental Protection Agency's (USEPA) regulation of AAI site assessments at 40 CFR 312 by using the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I ESA Process E1527-21

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and noting differences from ASTM standard E1527-13. The ASTM Standard incorporates the USEPA's regulation of AAI site assessment.

Site Reconnaissance:

VET will conduct a Desktop and Field Reconnaissance for the Site. The purpose of the proposed project is to identify potential environmental impacts on the Site that may serve as obstacles for the proposed development. As part of the desktop reconnaissance, VET will obtain and analyze environmental and geographic data from IndianaMap and other publicly available information databases to identify potential areas of concern. Field reconnaissance will serve to confirm presence or absence and extent of identified features. Examples of evaluated features include but are not limited to wetlands, jurisdictional waters, and sinkholes. VET will make an effort to identify and document all environmental obstacles to development on the Site. All limitations and assumptions will be documented. On conclusion of the desktop and field reconnaissance, VET will make recommendations for formal delineation activities, as required. No formal wetland, jurisdictional waters, or sinkhole delineations will be conducted as part of the proposed reconnaissance.

Environmental consulting work will be billed on a lump sum basis not to exceed \$4,750. Please note that any work completed by VET at the request of Client that does not fall within the referenced scope will be billed according to VET's 2023 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

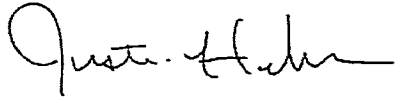
VET Standard Rates 2023

Principal Engineer	\$136/hour
Registered Professional Engineer	\$121/hour
Operations Manager	\$104/hour
Senior Project Manager	\$98/hour
Licensed Professional Geologist	\$97/hour
Project Manager	\$96/hour
Senior Environmental Scientist	\$96/hour
Graduate Engineer	\$92/hour
Graduate Geologist	\$87/hour
Staff Project	\$87/hour
Environmental Scientist	\$80/hour
Ecologist	\$77/hour
Senior Environmental Technician	\$77/hour
Environmental Technician	\$69/hour
GIS Analyst	\$67/hour
Clerical	\$56/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

"Compliance that makes sense."

VET will provide Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400.

Respectfully,



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

 8/30/2023

Penny Githens, President
Monroe County Board of Commissioners



August 8, 2023

Mr. Jeff Cockerill
Monroe County Commissioners
100 West Kirkwood
Bloomington, Indiana 47404

Re: Proposal for Preliminary Geotechnical Engineering Exploration
Monroe County Justice Center
Parcel No. 53-08-08-200-001.000-009
1758 South Rockport Road
Bloomington, Indiana
Patriot Proposal No.: P23-1446-11G

Dear Jeff:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Preliminary Geotechnical Engineering Exploration for the above referenced project. Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, estimated cost and schedule.

Project Description

The proposed project includes preliminary exploration of an approximately 80-acre parcel being considered for development of the Monroe County Justice Center in Bloomington, Indiana. The proposed number of structures, locations, and loading conditions are not yet known. Additionally, whether the structures will be slab-on-grade construction or have basements, along with framing systems are not yet known. However, we understand structures will be required for inmate housing, shared indoor/outdoor program classroom space, intake/booking, Sheriff's Office, video visitation, kitchen, laundry, vehicular sallyport, access drives, parking areas, and storm-water management basins.

The parcel is densely wooded, except for maintained easements along the alignments of high-tension power lines that span throughout the parcel. Site information (i.e., Attachment "A") provided by DLZ Indiana, LLC. in the Project Memorandum dated July 27, 2023 indicates potential karst/sinkhole areas throughout the is parcel, along with recorded karst/sinkhole locations identified at isolated locations on and near the parcel.

A summary of our scope of work is provided below. Additional details about the scope of work and limitations are presented in the attached appendix.

2006 SOUTH YOST AVENUE, BLOOMINGTON, IN 47403
PH. 812-287-8340 • WEB WWW.PATRIOTENG.COM

INDIANA - BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY - LOUISVILLE, OHIO - CINCINNATI, DAYTON

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Bloomington, Indiana
Patriot Proposal No.: P23-1446-11G
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Drilling Services

- *Patriot* will drill a total of twelve (12) soil borings, for a total of 240 lineal feet of drilling. The details of the proposed soil borings are outlined below:
 - Twelve (12) soil borings to a depth of 20 feet each or auger refusal; whichever comes first. Rock is anticipated to be within 15 to 20 feet of the existing ground surface.
- Proposed boring locations are provided in Figure No. 1 "*Preliminary Soil Boring Location Map*".
- Rock coring is proposed to be performed six (6) select boring locations utilizing an "NQ"-sized core bit to obtain 10-foot continuous run of rock, for a total of 60 lineal feet of rock coring.
- Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2½ feet intervals to a depth of 10 feet, and 5 feet intervals thereafter per ASTM Method D-1586.
- Shelby tube samples may be obtained in cohesive soil strata-of-interest.
- Monitor the borings for the presence of groundwater during and immediately following completion of the boring.
- Upon completion of the borings, the boreholes will be backfilled with auger cuttings prior to demobilization.
- The field drilling work should take about three (3) to five (5) days to complete.

Laboratory Services

- After the fieldwork is completed, we will return samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include the following:
 - Visual classifications of collected samples
 - Natural moisture contents on cohesive samples
 - Unconfined compressive strengths estimated by a pocket penetrometer on cohesive soil samples
 - Unconfined compressive strengths of Rock Core Samples (Up to 10 tests)
 - Atterberg Limits (up to 6 tests)
- Laboratory testing will be performed in accordance with applicable ASTM methods.

Engineering Services

- *Patriot* will call public utilities (811) to "clear utilities" within the public domain prior to the start of the subsurface exploration. The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. No private utility locate will be performed by *Patriot*.
- *Patriot* will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions. During this visit, we will locate and mark boring locations.
- Based on the results of the fieldwork and laboratory testing, we will prepare a Preliminary Geotechnical Engineering Report. The report will present field, soil

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Bloomington, Indiana
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boring logs and laboratory test data. The report will also include preliminary geotechnical recommendations for consideration in the initial planning and feasibility evaluation by the design team.

- We would expect to issue our engineering report within approximately two (2) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Estimated Project Cost

Based upon the information provided and as outlined in our attached work plan, along with our experience with similar projects, we have provided an estimate of the project cost below:

<u>Preliminary Geotechnical Engineering Exploration</u>	\$11,850.00
(Includes twelve (12) soil borings, six (6) rock cores, field coordination, laboratory testing, engineering evaluation, and <u>preliminary</u> geotechnical engineering report.)	

Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis (Refer to attached Fee Schedule) for the actual work performed (e.g., post-report meetings, additional drilling and laboratory testing, supplemental engineering consultation, etc.). Such work will be considered a change in scope.

As our formal authorization to proceed, please complete and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this acceptance agreement for our files. Also, please note the Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Terms and Conditions herein.

If you have questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,
Patriot Engineering and Environmental, Inc.



Mark Jonard, E.I.
Geotechnical Engineer



Sean Smith, P.E.
Senior Consultant

Additional Details of Scope of Work and Limitations

Objectives

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions within the project area and to provide recommendations to aid in the design and construction of the proposed project.

Utilities

Patriot will be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. We recommend that the Client hire a private utility locator to clear the boring locations of any underground lines. Alternatively, *Patriot* can employ the use of a private utility locator to "clear" the boring locations prior to drilling for an additional cost.

Backfill Materials

If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for an additional fee, the holes can be backfilled with bentonite or grout to reduce the potential settlement.

Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. Our drill rig and the field operations may damage landscaping areas. We assume any damage to landscaping areas by our drilling operations will be repaired by the Client. If "clearing" or "grading" of the site is required (i.e. trees, brush, crops etc.), an additional charge will be assessed. Also, we assume that the Client will make arrangements regarding our field work such as access to the drilling locations, etc. We assume that our field work will be performed during normal work hours (not weekend or night hours).

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, deeper borings, additional samples, or additional laboratory testing, the Client's Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.

ATTACHMENTS

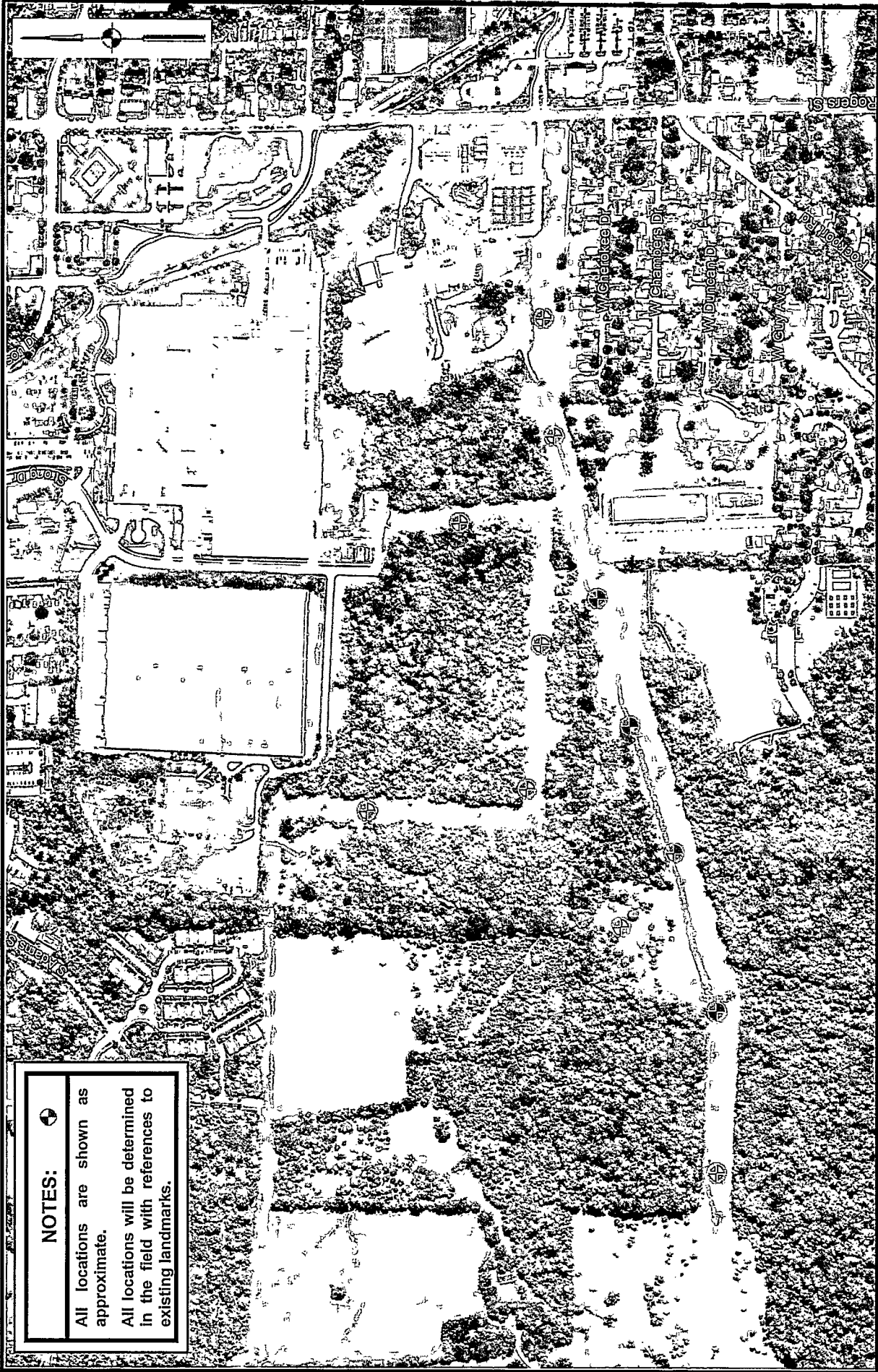
Figure 1 "*Preliminary Boring Location Map*"

Geotechnical Personnel

Insurance Certificate

Fee Schedule

Terms and Conditions Proposal Acceptance Agreement

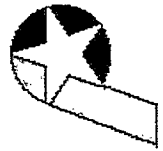



Monroe County Justice Center
 1758 South Rockport Road
 Bloomington, Indiana

Proposal No. P23-1446-11G

Preliminary Soil Boring Location Map

PATRIOT ENGINEERING
 and Environmental, Inc.
 Indianapolis, Indiana 46250



NOTES: 

All locations are shown as approximate.

All locations will be determined in the field with references to existing landmarks.

Patriot Engineering and Environmental, Inc. Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S. Geotechnical Engineering	57
William D. Dubois, P.E.	M.S. Geotechnical Engineering	54
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	44
Ralph M. O'Quinn, P.E.	M.S. Geotechnical Engineering	44
James T. Sherer, P.E.	B.S. Civil Engineering	40
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	40
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	36
Salim M. Ilmudeen, P.E.	M.S. Geotechnical Engineering	29
Richard Scruton, P.E.	B.S. Civil Engineering	26
Sean M. Smith, P.E.	B.S. Geotechnical Engineering	24
Jacob J. Vieck, P.E.	B.S. Geotechnical Engineering	17
Akshat Saxena, P.E.	M.S. Geotechnical Engineering	11
Benjamin R. Lauletta, P.E.	B.S. Civil Engineering	9
Christian Cole Pohlar, E.I.	B.S. Civil Engineering	7
Ian Grafe, E.I.	B.S. Civil Engineering	5
Irfan Syed	M.S. Civil Engineering	5
Logan Young, E.I.	B.S. Civil Engineering	3
Mark Jonard, E.I.	B.S. Civil Engineering	2

NAME	SUPPORT TEAM
Steve Burck	Drilling Division Manager
Sara Vaught-Lauletta	Laboratory Supervisor
James DuMond	Senior CAD / Graphics Technician
Katie Bechman	Project Administrator

PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2023 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$350.00
Senior Principal Engineer, P.E.	Hour	\$235.00
Principal Engineer, P.E.	Hour	\$210.00
Senior Project Engineer, P.E.	Hour	\$180.00
Project Engineer, P.E.	Hour	\$150.00
Senior Engineer/Geologist	Hour	\$130.00
Geotechnical Engineer/Geologist	Hour	\$110.00
Draftsperson/CAD Technician	Hour	\$100.00
Senior Engineering Technician	Hour	\$75.00
Word Processor	Hour	\$85.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$6.50
Atterberg Limits (LL & PL)	Each	\$85.00
Grain Size Distribution	Each	\$150.00
Sieve Analysis only	Each	\$75.00
Minus #200 Wash	Each	\$60.00
Natural Density	Each	\$35.00
Organic Content	Each	\$40.00
pH Determination	Each	\$35.00
Resistivity	Each	\$100.00
Extrude & Log Shelby Tube Samples	Each	\$40.00
Standard Proctor	Each	\$165.00
Modified Proctor	Each	\$185.00
CBR Test	Each / Point	\$185.00
Unconfined Compressive Strength	Each	\$65.00
Thermal Conductivity (5 Point, Dry Out Curve)	Each	\$325.00
Triaxial Tests (CU - 3 circles)	Each	\$1000.00
Consolidation Test	Each	\$500.00
Expansion Index	Each	\$500.00
Permeability Test (Cohesive Soils)	Each	\$400.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$1,200.00
*plus \$4.50 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$3,000.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$18.00
50 to 75 feet depth and under 50 blows per foot	Foot	\$19.00
Over 75 feet depth or over 50 blows per foot	Foot	\$22.00
Additional splitspoon samples beyond standard intervals	Each	\$17.50
ATV Drilling, Add	Foot	\$2.00
Mud Drilling, Add	Foot	\$7.00
Drilling without splitspoons	Foot	\$11.00
Bulk Samples (50 lb. bag)	Each	\$75.00
Rock Coring	Foot	\$45.00
Equipment, set-up for rock coring	Hole	\$100.00
Shelby Tube Samples (3 in. O.D.)	Each	\$75.00
Standby Time requested by Client or Hauling Water	Hour	\$200.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$45.00
Per Diem for Drill Crew per person	Per Day	\$200.00
Grouting Holes	Foot	\$10.80
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$325.00
Monitoring Well Installation	Foot	\$50.00
Monitoring Well Flush Manhole & Cover	Each	\$415.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.96
Subcontractor Costs / Special Costs	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



19. RETESTING AND RE-MONITORING

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017


PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.

PHONE: 812.287.8340 FAX: 317-576-1965

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Monroe County Justice Center
 Project Location: Bloomington, Indiana
 Description of Services: Preliminary Geotechnical Engineering Exploration
 Patriot Proposal No.: P23-1446-11G Patriot Project No.: _____

APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)

Firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Attention: _____
 Telephone: _____ Fax: _____ Email: _____

PAYMENT TERMS: Per Terms & Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial (Current bank or other lender)	Supplier (Current account with Client)	Trade (Engineer, Contractor, Other, etc.)
Name: _____	Name: _____	Name: _____
Contact: _____	Contact: _____	Contact: _____
Account No.: _____	Account No.: _____	Account No.: _____
Phone No.: _____	Phone No.: _____	Phone No.: _____

NOTICE: *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: *Penny Hefner*
 TITLE: Commissioner DATE ACCEPTED: 8/30/2023



Real Estate Appraisal Proposal and Engagement Letter

Date of Agreement:

July 26, 2023

Parties to Agreement

Client: Monroe County Commissioners
c/o E. Jeff Cockerill, Attorney
Monroe County Indiana Legal Department
100 West Kirkwood Avenue
Bloomington, Indiana 47404

Appraisal Firm:

First Appraisal Group, Incorporated
Ashley A. Johnson, MAI, SRA, R/W-AC
Wayne Johnson, MAI, RM
1132 South Rogers Street
Bloomington, IN 47403
(812) 337-0772
info@firstappraisalgroup.com

Property Identification

See Exhibit A.

Property Type

Land only.

Interests Valued

Fee Simple.

Intended Users

Monroe County Commissioners.

Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Purpose of the Report

Estimate Market Value.

Intended Use

For Internal Use in evaluating the property for potential purchase.

Type of Value

Market Value as defined within the report.

Date of Value

Date of property visit.

Hypothetical Conditions, Extraordinary Assumptions

None anticipated.

Applicable Requirements

The Code of Professional Ethics of the Appraisal Institute; Uniform Standards of Professional Appraisal Practice.

Anticipated Scope of Work

Site Visit

On-site visit.

Valuation Approaches

To be determined by appraiser.

Appraisal Report

Appraisal Report.

Contact for Property Access, If Applicable

Jeff Cockerill

Email: jcockerill@co.monroe.in.us

Phone: (812) 349 2838

Delivery Date

Approximately 30 days from engagement and property visit.

Delivery Method

Electronic (PDF).

Number of Copies

Electronic format (PDF) unless hard copies are requested by Client which may be charged at the reproduction cost.

Payment to Appraiser

Due upon completion of report to be paid in full by the client or representative. Invoice to be included with report via PDF to client at the time of delivery of the report.

Proposed Improvements

None.

Documents to Be Furnished to Appraiser (if any or if available)

Survey.
Title Work.

Confidentiality

Appraiser shall not provide a copy of the written opinion or disclose the results of the assignment prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

Changes to Agreement

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value or property appraised cannot be changed without a new Agreement.

Cancellation

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

No Third-Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Use of Employees or Independent Contractors

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

Appraiser Independence

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

Testimony at Court or Other Proceedings

Except as requested by Client, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation or preparation for, whether voluntarily or pursuant to subpoena, and oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. Compensation for such services shall be treated as *Other Services to Be Provided by Appraiser*.

Fee \$2,500.00

Note: It should be clearly understood that engagement and payment for any services rendered under this agreement are not dependent or contingent upon any finding, determination, award, approval, or commitment in which professional assistance was provided.

Other Services to Be Provided by the Appraiser

Additional work based on hourly rate of **\$375.00** per hour.

Note: It should be clearly understood that engagement and payment for any services rendered under this agreement are not dependent or contingent upon any finding, determination, award, approval, or commitment in which professional assistance was provided.

Expiration of Agreement

This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified.

Governing Law and Jurisdiction

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana.

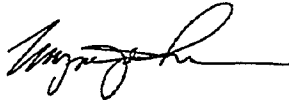
Acceptance and Notice to Proceed

If the terms of this agreement meet with your approval, please sign below and return one copy to our office by mail or electronically (PDF) with your notice to proceed.

Thank you,

First Appraisal Group, Incorporated

Client



By: Wayne Johnson, MAI, RM
Vice President, First Appraisal Group, Inc.

By: Penny Githens Commissioner

Date: July 26, 2023

Date: 8/30/2023

General Assumptions and Limiting Conditions

The appraisal and subsequent report will be subject to the following assumptions and to such other specific and limiting conditions as set forth by the appraiser in the report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are only to assist the reader in visualizing the property. Any sketch may show approximate dimensions and is included to assist the reader in visualizing the property only. Maps, surveys and sketches are for reference only. No expressed or implied guarantee is made for their accuracy.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property and its use are in full compliance with all applicable federal, state, and local environment regulations and the laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered. No warranty is implied for the accuracy of zoning discussed and identified in the report. Independent verification should be made.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use for which the value estimate contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that no encroachment or trespass exists unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of such substances such as asbestos, urea/formaldehyde, foam insulation and other potential hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise and engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

12. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions. The estimates and opinions within the report are not predictions or assurances.

This appraisal report has been made with the following general limiting conditions.

1. Any allocation of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed (client) without written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety, except for duly authorized members of the Appraisal Institute. The report is prepared for a specific client; the sole party for whom the appraiser was engaged. The client is not necessarily the person who directly or indirectly pays for the report or owns the property.
3. Neither all nor any part of the contents of this report or any copy thereof in all or in part (especially any conclusions to value, the identity of the appraiser, or the firm with which the appraiser is connected, or the MAI Designation) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
4. The appraiser herein, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
5. No liability is assumed for the soundness of the improvements, their livability, or structure integrity, the condition or adequacy of the component parts or systems. Comments made as a result of physical inspection are conditions assumed to be those prevalent in the market. Inspection of the subject property is limited to observable characteristics only and only for use in the appraisal process; this appraisal "inspection" in no way constitutes a certified home inspection determining the condition of the improvement or any part thereof. The appraiser did not view portions of the structure, especially ones that are covered by finish materials. Correct operations of mechanical systems are assumed.
6. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division has been set forth in the report.
7. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact on the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

8. The appraiser has used electronic hardware and software to generate the narrative portions of the report and worksheet analysis. In the course of calculations and rounding methods, some calculations may not appear to be correct; they are, however, very precise.
9. Until 2000, Indiana was not a disclosure state. The best verification available is used for property transfers. The information presented is assumed to be accurate, but is not guaranteed.
10. Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property, unless otherwise stated. The appraiser is not qualified to detect such substances or conditions. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials or environmental conditions may affect the value of the property. The value estimate is predicted on the assumption that there is no such material or condition on or in the property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.
11. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
12. The appraiser has used electronic hardware and software to generate the narrative portions of the report and worksheet analysis. In the course of calculations and rounding methods, some calculations may not appear to be correct; they are, however, very precise.
13. The best verification available is used for property transfers. The information presented is assumed to be accurate, but is not guaranteed.

Use of this report and the opinions contained herein constitutes full acceptance of the General Assumptions and Limiting Conditions as well as any assignment conditions included in the body of this report.

WAYNE JOHNSON II, MAI, RM
wjohnson@firstappraisalgroup.com

EDUCATION

Indiana University 1971-1975
Bachelor of Science, School of Business Received May 1975

APPRAISER LICENSE AND DESIGNATIONS

MAI (10996 Issued May 1996; Certified through Dec. 31, 2026)
RM (2172 Issued Nov 1987, Certified through Dec. 31, 2026)
Indiana Certified General Appraiser License (CG69100499 Issued 1992; June 30, 2024)
Indiana Real Estate Broker (RB14009341; Issued 1984; June 30, 2026)
Royal Institution of Chartered Surveyors 6428758 July 17, 2013 – December 31-2020

PROFESSIONAL EXPERIENCE

Appraiser; First Appraisal Group, Incorporated (1988–present)
Review Appraiser/Staff Appraiser, Indiana Department of Transportation (1984–1988)
Indiana Department of Transportation, Land Acquisition (1976–1988)

APPRAISAL EDUCATION

American Institute of Real Estate Appraisers/Appraisal Institute
Pre-requisite courses for RM and MAI; the Appraisal Institute (1987 to 1996)
Continuing education coursework minimum of 100 hours every 5 years; currently certified; 27 hours Indiana Appraisal Licensure requirements met every 2 years. (1987 to present)
Indiana Real Estate Broker 12 hours each year

BUSINESS, PROFESSIONAL AFFILIATIONS AND OTHER

Bloomington Board Realtors, Indiana Association Realtors, National Association Realtors
Bloomington Chamber of Commerce
International Right-of-Way Association
Indiana Real Estate Appraiser Certification Board January 2006-present
Chairman 2010 & 2022, Vice Chairman 2009 & 2021
Hoosier State Chapter, Appraisal Institute
Secretary-Treasurer 2008, Vice President 2009, President 2010
Bloomington Economic Development Corporation January 2010–December 2020
Advisory Board Member I.U. Center for Real Estate Studies January 2012- present
Kelly School of Business
Recipient: Richard E. Nichols, MAI, SRA Lifetime Achievement Award December 9, 2021
Appraisal Institute Hoosier State Chapter

EXHIBIT A	
	Monroe County Commissioners
1	53-08-08-100-127.000-009

Parcel Information

Owner Name Afr Partners Llc
Owner Address Po Box 40 Bloomington, In 47402
Parcel Number 53-08-08-100-127.000-009
Alt Parcel Number 015-17110-01
Property Address S Rogers St, Bloomington, In 47403
Property Class Code 300
Property Class Vacant Land
Neighborhood 64 Perry City - Base - Com - A, 53009180-009
Legal Description 015-17110-01 PT N1/2 8-8-1W 5.20A; PLAT 204