

In accordance with IC 36-1-12 and IC 36-1-12-4.9, the Health Department is tasked with converting a small existing space, equipped with a sink and limited plumbing, into a designated bathroom for urine sample collection. This initiative will enhance the operational capabilities and streamline the sample collection process.

### Scope of Work

Remove existing carpet tiles

Saw cut for new drain

Remove a small area of concrete and replacement for new drain

Install and plumb for a new drain

Plum over to the existing "T" from the sink

Install a new grinder toilet

Install new flooring

Extend walls 8" higher than currently

Drywall & finish drywall

Paint the walls in the bathroom

Install plastic and tape off to control dust and keep inside the work zone

Clean up at the end of the job.

For additional information, please contact:

Sherrie Sievers

Acquisition Administrator

107 W. Locust Street

Suite 310

Boonville, IN 47601

812-897-8637

Email: [ssievers@warrickcounty.gov](mailto:ssievers@warrickcounty.gov)

**WARRICK COUNTY  
SERVICE AGREEMENT**

This Service Agreement (this "Agreement"), is made and entered into as of the date of last execution ("Effective Date"), by and between **WARRICK COUNTY, INDIANA** by and **through its BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK, INDIANA** ("County") and \_\_\_\_\_, ("Contractor"), with its principal place of business located at \_\_\_\_\_ and shall remain in effect until terminated in accordance with Section VII below ("Term").

**WITNESSETH:**

WHEREAS, Contractor is qualified to provide certain services, which are more particularly described below; and

WHEREAS, the County and Contractor wish to form a working relationship to provide the scope of work, as set out below, for the Term.

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

**I. SERVICES**

- A. Contractor shall provide all necessary services to accomplish the scope of work as set forth on Contractor's quote ("Quote"), which is attached hereto as Exhibit A (the "Services");
- B. A change in the Services shall constitute any material change or amendment of services or work which is different from or additional to the Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the County. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the County is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. COMPENSATION**

- A. In exchange for performance of the Services, County shall pay Contractor *not to exceed* the sum of *type the amount out in words and cents* (\$,00), pursuant to at intervals determined appropriate by Contractor. (**Health Department Project: Converting space into a bathroom for the collection of urine samples**) Contractor shall invoice the County for Services rendered. The County agrees to pay invoices it receives within a reasonable amount of time, not to exceed forty-five (45) days from the date the invoice is received. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for Services performed. If Contractor

completes the Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

### **III. TERMS AND CONDITIONS**

The parties agree that only the cost and the scope of work will be used from Contractor's Quote. All other terms and conditions contained within Contractor's Quote, and as shown on Exhibit A, are null and void and the terms and conditions contained within this Agreement are binding on the parties hereto.

### **IV. PERFORMANCE STANDARDS**

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Services and has any and all licenses required by law.
- B. The Services performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other firms or individuals in the same or similar type of Services in the applicable community. The Services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- C. Contractor shall be responsible for the quality and timely completion of the Services. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its Services which fall below the applicable standards.
- D. Approval by the County of any incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the adequacy of the Services. Neither the County's review, approval, or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of the Agreement.

### **V. INSURANCE**

- A. Prior to the beginning of the Services, Contractor must provide to the County certificates of insurance showing that Contractor has coverage for itself and its employees, agents and subcontractors. Contractor's insurance must provide adequate coverage for any workers compensation obligations, employer's liability and automobile liability. If any of these policies is terminated, Contractor must provide to the County certificates of insurance showing replacement coverage.
- B. All coverage must be placed with insurance companies duly admitted in the State of Indiana and must be reasonably acceptable to the County.
- C. All Contractor insurance carriers must maintain an A.M. Best rating of "A-" or better.
- D. Contractor's policy must name "Warrick County, Indiana" and the "Board of Commissioners of the County of Warrick, Indiana" as additional insureds. Coverage must be afforded to the County as an additional insured whether or not a claim is in litigation.

In addition, Contractor must provide the County with proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). Contractor is responsible for maintaining this insurance policy.

- E. Each certificate of insurance must provide that the insurer must give to the County written notice of cancellation and termination of Contractor's coverage at least 30 days prior.
- F. At least two weeks prior to the expiration, cancellation or termination of any policy required by this Agreement, Contractor must give to the County new and replacement certificates of insurance and additional insured endorsements.
- G. Contractor must provide the County with a waiver of subrogation from each of Contractor's insurers on commercial general liability in favor of the County with respect to losses arising out of or in connection with the Services.
- H. The insurance coverage required must be of sufficient type, scope and duration to ensure Contractor is covered for the liability related to any manifestation date within the applicable statutes of limitation and/or response to any work performed by or on behalf of the County in relation to the project. Contractor agrees to maintain the above insurance for the benefit of the County for a period of one year, or the expiration of any statute of limitation as may be applicable, whichever is later.
- I. Contractor must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of Contractor's work and performance and provide coverage for all employees, executive officers, sole proprietors, partners and members of a limited liability company, in the amounts required by all applicable laws.
- J. Contractor must secure an employers' liability insurance policy to cover the damages that become due in case of bodily injury, occupational sickness or disease or death of Contractor employees. This policy must be written with limits of \$500,000 for each accident policy, \$500,000 for each disease policy and \$500,000 per disease, per each employee.
- K. Contractor must secure a commercial general liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal or advertising injury arising out of or related to:
  - a. All Contractor's operations and premises;
  - b. All Contractor's products and completed operations;
  - c. All liability or responsibility assumed by the Contractor in Section VI of this agreement;
  - d. All liability assumed in a business contract;
  - e. County as an additional insured; and

- f. Defense expenses paid in addition to the policy limits.

There will be no endorsement or modification of the commercial general liability from risks arising from pollution, explosion, collapse, underground property damage or work performed by Contractor.

The coverage available to the County, as additional insured, in the types of commercial general liability insurance policies mentioned above must be at least:

- a. \$1,000,000 – Any one accident;
- b. \$2,000,000 for general aggregate;
- c. \$2,000,000 for products/completed operations aggregate; and
- d. \$1,000,000 for personal and advertising injury limits.

Contractor must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by Contractor. The policy must also include coverage for any equipment subject to motor vehicle laws, and the County and any Subcontractor liability or responsibility described in Section VI hereof. Business auto liability insurance must be written in the amount of not less than \$1,000,000 for each accident.

#### **VI. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its officers, insurers, representatives, agents, and employees from and against all claims, liability, damages, losses, expenses, and demands, including attorneys' fees, on account of injury, loss, damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss which arise out of or are in any manner connected with this Agreement or the Services if such injury, loss, or damage is caused by the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation or other employment-related claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance requirements specified by this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation.

#### **VII. TERMINATION**

This Agreement shall terminate: (a) at such time as the Services are completed and the requirements of this Agreement are satisfied or (b) upon the County providing Contractor with a

fifteen (15) day advance written notice terminating this Agreement, whichever occurs first. After termination, the County shall pay Contractor for all Services previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

Pursuant to Indiana Code § 5-22-17-3(d), the obligations of County to make payments and to make any other payments to Contractor (or to any other person) pursuant to this Agreement are subject to appropriation by the Warrick County Council who services as the fiscal body for the County (including all requisite State of Indiana approval associated with the same) of funds that are lawfully available to be applied for such purpose. If the Warrick County Council fails to make such an appropriation prior to a fiscal period of the County for the payments scheduled in such fiscal period, Contractor may terminate this Agreement without penalty, or the County may terminate this Agreement by providing written notice of such nonappropriation to Contractor as soon as the decision to nonappropriate is made. Upon any such termination of this Agreement, all of the County's right, title and interest in and its obligation under this Agreement shall terminate effective on the last day of the last fiscal period of the County for which such an appropriation was made.

#### **VIII. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision on this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement, shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

#### **IX. E-VERIFY COMPLIANCE**

Pursuant to Indiana Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also, pursuant to Indiana Code § 22-5-1.7, Contractor must execute an affidavit affirming that Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, which affidavit shall be filed with the County prior to the execution of this Agreement.

#### **X. MISCELLANEOUS**

**A. Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.

**B. Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

C. **Assignment.** The parties agree that the duties to be performed hereunder by Contractor are professional in nature, and that this Agreement may not be assigned by Contractor, nor its duties delegated to others, without the advanced written consent of the County.

D. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:

For County:

Warrick County Commissioners  
107 West Locust St, Suite 301  
Boonville, IN 47601  
Attn: Debra Bennett-Stearnsman

With copy to:

Clifford Whitehead, Ziemer, Stayman, Weitzel & Shoulders, LLP  
20 N.W. First Street, Ninth Floor, Evansville, IN 47708

For Contractor:

At its Principal Place of Business, listed above.

E. **Attorneys' Fees.** In the event the County prevails in any dispute between the parties relating to this Agreement and/or the Scope of Work, including litigation, Contractor shall fully reimburse County for all costs, expenses, and fees, including reasonable attorney, legal, expert, and consultant's fees, incurred by County in its successful prosecution or defense thereof, including any appellate proceedings and the collection of any such costs, expenses, and fees.

F. **Successors.** All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.

G. **Non-Discrimination.** Contractor shall not discriminate against any person in his hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, due to race, color, religion, ancestry, age, national origin, disability, sex, sexual orientation, gender identity, United States military service veteran status, or physical or mental handicap that does not impede that person's ability to perform the work. A violation of this provision shall be deemed a material violation of this Agreement.

H. **Choice of Law and Venue.** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Warrick County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.

I. **Entire Agreement.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

[SIGNATURES ON FOLLOWING PAGE(S)]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date of last execution set forth below.

**Warrick County by and through its  
Board of Commissioners of the County  
of Warrick, State of Indiana**

**Contractor  
Type Name of Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sarah Seaton, as President of the Board

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

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

**AFFIDAVIT**

The undersigned, \_\_\_\_\_ (*name*), \_\_\_\_\_ (*position*) at **Type Name of Contractor** (“Contractor”), being duly sworn upon his/her oath, does hereby state that Contractor, pursuant to I.C. 22-5-1-7, does not knowingly employ unauthorized aliens and participates in the E-Verify Program (the “Program”) when it hires new employees to confirm their work eligibility and further acknowledges that it is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

**I swear or affirm, under the penalties for perjury, that the foregoing statements are true.**

\_\_\_\_\_  
Signature

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

Exhibit A  
Contractor's Quote