

Town of Lynnville
Lynnville Town Council
June 4, 2024, Agenda

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGEANCE

ROLL CALL

APPROVAL OF MINUTES: November 21, 2023, and February 20, 2024

APPROVAL OF CURRENT BILLS: March 6, 2024 – June 4, 2024

DELINQUENT NOTICES: Shut off date is June 10, 2024

ADJUSTMENTS:

\$126.06

TREASURY REPORT – April 2024:

General Operating	\$44,891.27	Community Center	\$27,196.66
MVH/LRS	\$119,470.70	Fire Department	\$220,116.23
LIT	\$44,173.10	Park	\$159,374.45
Public Safety	\$69,432.27	Utilities Operating	\$243,364.84
Public Improv Projects	\$223,700.14	Opioid Settlement	\$2,567.14

NEW BUSINESS:

1. Spurgeon Charter Fiber ROW Project Presentation – Representative from Charter and/or Toth & Assoc.
2. SR 61 Street Lighting Project Proposal - \$69,000.00 – Aaron Rohner, Commonwealth Engineers, Inc.
3. 2024 Water Loss Audit Proposal - \$5,000.00 - Aaron Rohner, Commonwealth Engineers, Inc.
4. Cost of Tap and Specs to Connect to Spurgeon Wastewater Line.
5. Correction to address of Approval of Lease on May 21, 2024, meeting – 210 Violet Ln., Lot #47
6. Permission to have dead trees removed at 210 Violet Ln., Lot #47 – Emergency verbal consent given 5/30/2024.
7. Redistricting for Council Positions – Tabled from 5/6/2024 meeting to allow Town Council review.
8. Abolishing Election Districts - Tabled from 5/6/2024 meeting to allow Town Council review.
9. Submit Public Question on number of Council Members - Tabled from 5/21/2024 meeting to allow Town Council review.
10. Draft of Unsafe Building Ordinance presented.
11. Draft of Updated Personnel Policy presented.
Wilcox Earthworks Estimates from Brian – Tabled from 5/6/2024 meeting.
 - a. Park - \$7,053.20
 - b. Water Service Replace on Main St WITHOUT Boring - \$13,874.40
 - c. Water Service Replace on Main St WITH Boring - \$16,157.20
12. Approval of Long-Term Camping Agreements
 - a. Judy Schott – June 8, 2024 – July 14, 2024
 - b. Jerry Martin – May 30, 2024 – September 6, 2024

Brian Cook, Town Manager

Work Report Submitted

Mike Mitchell, Town Marshal

Work Report Submitted

Michael May, Fire Department

Work Report Submitted

J. William Bruner, Attorney

Ordinance to create/correct:

1. Ordinance Amending Chapter 97 of the Code of Ordinances – Illegal & Nuisance activity.
 - a. 9/5/23-Introduction of ordinance for discussion.
 - b. 11/21/23-Researching
 - c. 12/5/23-Researching
 - d. 12/19/23-Nothing new to report
 - e. 1/2/24-Nothing new to report
2. Ordinance Amending Chapter 92 of the Code of Ordinance – Common Nuisances
 - a. 9/5/23-Introduction of Ordinance for discussion.
 - b. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
 - c. 11/21/23- Wischer/Bruner collaborating to update to be more specific than citing Indiana Code.
 - d. 12/5/23-Wischer: define what a common nuisance entail. Chris is working on a draft.
 - e. 12/19/23-Nothing new to report.
 - f. 1/2/24-Chris should have draft sent by end of this week per Rachel.
3. Unsafe Building/Blighted/Abandoned Properties – 2/7/2023 meeting.
 - a. 3/28/2023 – Indiana Unsafe Building Law sent to discuss.
 - b. 4/4/2023 – Will contact someone in County to get information.
 - c. 5/11/2023-Commissioners are considering an Interlocal Cooperation agreement. Next Commissioner’s meeting is 5/22/2023.
 - d. 5/16/2023-Mr. Bruner will continue to work on this issue.
 - e. 6/6/2023-Mr. Bruner will continue to work on this issue.
 - f. 8/15/2023-Waiting for answers from county.
 - g. 9/5/23-Still working on it.
 - h. 10/17/23-Still working on it.
 - i. 11/6/23-Wischer/Bruner collaborated on writing ordinance.
 - j. 12/5/23-Chris working on penalty portion.
 - k. 12/19/23- Meeting with Chris on December 26th at 10:00 am
 - l. 1/2/24-Nothing new to report
 - m. 3/4/24-David request -penalties update and deadline dates.

Lauri Stockus, Clerk-Treasurer

Upcoming:

Town Council Training Schedule:

- | | |
|---|------------|
| 1. E-REP Elected Official Council Meeting | July 18 |
| 2. E-REP Elected Official Council Meeting | October 17 |

David Goldenberg, Town Council Member/ Park Authority

Doris Horn, Town Council Member/ Park Authority

Rachel Titzer, Town Council President/ Park Authority

****ADDRESS THE FLOOR****

NEXT MEETING: June 18, 2024, 6:00pm @ Lynnville Park Recreation Building

ADJOURNMENT

ANY AND ALL BUSINESS TO PROPERLY COME BEFORE THE LYNNVILLE TOWN COUNCIL

Persons with disabilities or non-English speaking persons who wish to attend a public meeting or hearing and need assistance should contact Lauri Stockus or Brooklin Robbins, at Town Hall, 207 Main St., Lynnville, IN 47619 or 812-922-5111 not later than one (1) week prior to any meeting or hearing. Every effort will be made to provide reasonable accommodation for any such person(s).

**Town of Lynnville
Town Council Meeting
June 4, 2024, Meeting Roll Call**

Brian Cook, Town Manager	Present ___ Absent___
Terry Helms, Park Superintendent	Present ___ Absent___
Mike Mitchell, Town Marshal	Present ___ Absent___
Michael May, Fire Department	Present ___ Absent___
Brett Kruse, Park Advisor	Present ___ Absent___
Donald McVey, Park Advisor	Present ___ Absent___
Stacy Tevault, Park Advisor	Present ___ Absent___
J. William Bruner, Attorney	Present ___ Absent___
Lauri Stockus, Clerk-Treasurer	Present ___ Absent___
David Goldenberg, Town Council Member/Park Authority	Present ___ Absent___
Doris Horn, Town Council Member/Park Authority	Present ___ Absent___
Rachel Titzer, Town Council President/Park Authority	Present ___ Absent___

Public Hearing Called to Order _____pm

Public Hearing Adjournment _____pm

Time Meeting Called to Order _____pm

Time Meeting Adjournment _____pm

Town of Lynnville

Town Council

June 18, 2024

Present: Brian Cook, Terry Helms, Michael May, J. William Bruner, Lauri Stockus, David Goldenberg,
Doris Horn, Rachel Titzer

Absent: Michael Mitchell, Brett Kruse, Stacy Tevault

Call Meeting to Order at 6:14pm

Moment of Silence

Pledge of Allegiance

Roll Call

Approve Minutes: Staff Shortage

September 5, 2023, tabled to allow Town Council more time to read.

Approve Current Bills: Doris makes the motion to approve the June 5, 2024 – June 18, 2024, bills as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

ADJUSTMENTS: Town Council suspended all adjustments until further notice.

FUND REPORT – May 2024:

Revenue	\$27,756.86	
Expenditures	\$30,744.55	
Current Balance	\$157,232.27	New Business:

NEW BUSINESS:

DNR Permit Renewal for Peabody Midwest Mining, LLC

Informational

IDEM Approval of Coverage Public Notice

Informational

Thank you from 2024 After-Prom Donation

2024 Tecumseh Seniors

Thank you from WNIN 2023 Channel 9 Auction Donation

WNIN/PBS/NPR

Approval of Water Loss Audit Contract with Lochmueller Group

David makes a motion to approve. Doris seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries

Redistricting for Council Positions – Tabled to allow Town Council Review

Tabled

Abolishing Election Districts - Tabled from 5/6/2024 meeting to allow Town Council review.

Tabled

Submit Public Question on number of Council Members - Tabled from 5/21/2024 meeting to allow Town Council review.

Tabled

Introduction of Chapter 92 – Nuisances Ordinance – No Documentation Received

Tabled for review

Introduction of Personnel Policy

Tabled for review

Introduction of Ordinance Unsafe Building Law

Tabled for review

Discussion of having Landlords keeping utility accounts in their name instead of tenant's name – Doris
Chris will review to discuss options and changes to utilities ordinances.

Discussion of hiring a Utility Clerk – Doris

Doris only wants to make sure the Utility Clerk is NOT Lauri's employee and does NOT report to Lauri. As already discussed, the Utility Clerk position will fall under the Town Manager not Clerk-Treasurer.

Grass Height Complaint – 301 Peach St

Complaint approved by Town Council and will be sent to property owner,

Terry Helms, Park Superintendent

Work Report Submitted

Wants to set Executive Session to speak with Town Council. Town Council will set time.

Brian Cook, Town Manager

Work Report Submitted

Will be reading meters early to try to accommodate Lauri due to staff shortages.

Mike Mitchell, Town Marshal

Work Report Submitted

Not Present

Michael May, Fire Department

Warn residents to be careful due to several brush fires recently. After some discussion the FD will be hiring someone to clean the Fire Station for \$20 per hour a minimum of 2 hours and maximum of 6 hours per week.

Received EIN for FD Corporation. Working on By-Laws, Territory Agreement with the town for Fire Protection Territory with Chris.

The new Brush Truck should be done within the next couple of days. Lights, and sirens should be ordered and sent within next couple of weeks. Estimated cost to finish the truck is \$18,000.

1 new recruit. 4 new Open-Dive certifications. Dive team training in mid-July. Will have rifle for raffle at Open House. Insurance company approved Cadet Program. Will be starting a scholarship program.

Brett Kruse, Park Advisor

Not Present

Stacy Tevault, Park Advisor

Not Present

J. William Bruner, Town Attorney

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 - e. 12/19/23-Nothing new to report.
 - f. 1/2/24-Chris should have draft sent by end of this week per Rachel.
 - g. 6/12/24-Sent Chris copies of Ordinances 2012-3; 2015-2; 2017-6; 2018-6; 2019-4; 2019-5; 2020-5.
 - h. 6/18/24-Introduction of Ordinance
3. Unsafe Building/Blighted/Abandoned Properties – 2/7/2023 meeting.
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 - n. 6/18/24-Introduction of Ordinance

Lauri Stockus, Clerk-Treasurer

1. Census Bureau Survey -Completed
2. CCR Completed and ready to be mailed by July 1st
3. Over half of 2024 Lease Renewals have been typed
4. Profits for Events held

Department	Event	Profit
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Community Center	Breakfast w/ the Grinch	\$637.79
Community Center	Breakfast w/ Easter Bunny	\$329.53
Community Center	Breakfast for Solar Eclipse	\$377.62
Lynnville Park	Solar Eclipse	\$4,547.10

Upcoming:

- | | |
|---|----------------|
| 1. Town Hall Closed for Juneteenth | June 19 |
| 2. Clerk Treasurer Conference – Out of Office | June 22-28 |
| 3. Town Hall Closed for Independence Day | July 4 |
| 4. Town Hall Closed for Labor Day | September 2 |
| 5. Town Hall Closed for Columbus Day | October 14 |
| 6. Town Hall Closed for Election Day | November 5 |
| 7. Town Hall Closed for Thanksgiving | November 28-29 |
| 8. Town Hall Closed for Christmas | December 25-26 |

Town Council Training Schedule:

- | | |
|---|------------|
| 1. E-REP Elected Official Council Meeting | July 18 |
| E-REP Elected Official Council Meeting | October 17 |

David Goldenberg, Council Member / Park Authority

CCMG Grant – Lifetime grant amount 1.5 million. Discussed lighting on Tecumseh Trail. Proposed meeting for Friday at 5:30-6:00pm with Redevelopment Commission to discuss projects.

AT&T is looking into lowering rates by \$2,100 annually by changing the plan and adding lines.

Mainstream is looking into the accounts but says we are getting the best rates they offer currently. They are looking into giving us community access at no charge. Internet would be needed for cameras at boat dock and kayak ramp. David will see what can be done with Mainstream.

Doris Horn, Council Member / Park Authority

Wants to concrete all the camping sites. Rachel informed her that if they were going to do anything besides rock it should be paved not concrete. At many of the campsites if the roads are paved, they pave the sites but if the roads are rock the sites are rock. Doris states she would like at least 2 sites paved or concrete for handicapped sites. Joe on FD was asked about other camping parks since his family camps quite often. He agreed with Rachel that most of the parks he has been to have gravel sites but the ones that don't are paved, not concrete. Most people don't care if it is gravel or paved. What they care about is that it is level. After more discussion about rock, David asks about getting estimates on rock which he is reminded they already approved an additional appropriation for rock. Terry just needs to get it delivered and spread if he hasn't already. Doris mentioned he already started but not sure if he completed it yet.

Contact Family Roots for estimates on aerators \$2000-\$6000 each. David asks if this includes electric running. Also keep in mind it will cost electricity to run the pump and lights. Do they run all year or come out in the winter? Doris said it stays year-round. Price includes everything. They will get a list showing everything needed and price broken down.

David states specs need to be written up on each project BEFORE going to get estimates. If no specs, how do we know the estimates are for the same thing. Doris said they can measure for the companies. David said anybody can go ahead and measure, but the measurements are to be put into a form and the form is to go to anybody we are asking to give estimate.

Rachel Titzer, Council President / Park Authority

Park Entrance sign was ordered with incorrect information last time and the way it's worded can be misleading. Custom Signs is going to send proof to have the wording changed and to correct the incorrect information. Changes/add Daily Entry \$5 per person 16yr old and under free with accompanying adult, Kayak Rental \$5 per hour, and the background of the sign will be changed to white.

Rachel asks Lauri if she is comfortable with having Rachel handling the transition of the park taking the leases back over. Lauri states as long as she can explain the whole entire process and they understand it is not a once per year issue. Insurance is something checked weekly to every other week. Taxes are checked twice per year. Lauri tries to explain this will be the third time they have been taken from her to be given back to the park to handle. Each time she gets them back they are messed up and it takes months to straighten them out and get the procedure back on track. Rachel says she understands and will work with the park to get it moved and done correctly. Lauri said that makes her more comfortable with the transition.

The park is to have supplies for inventory and keep track of inventory. The inventory sheet in Town Hall already has in place is sufficient. Person taking inventory, what they took, what department they are taking it to.

Ray (IT) discussing website needs to be updated. The domain needs to be moved from Bluehost to Ray. The way the website is structured it cannot go with us if Bluehost is canceled. Ray believes we are being overcharged for the website. Rachel asks for approval to work with Ray to get the website updated, moved, and do everything needed. All council members agree with moving forward to allow Ray and Rachel to work together on the website.

Estimate on cameras for the Community Center did not get forwarded to Town Hall but it is just under \$2,000. There is some cabling for access not included which would be an additional \$85. Doris makes a motion to move forward with camera system for Community Center estimate from 5-Star Security System as presented. David seconds the motion. David in favor. Doris in favor. Rachel in favor. Motion carries.

Disc Golf is going as planned. The response received has been very positive. Working on the sponsors is also going well.

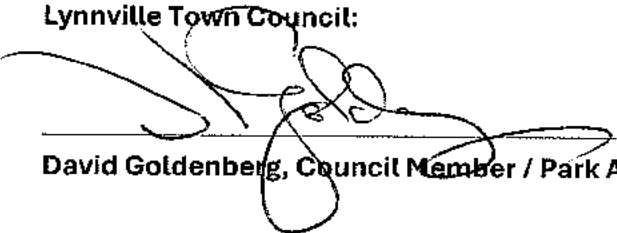
National Night Out will be held at Lynnville Elementary School on October 1st this year.

Community Crossing Grant money was put into the Fire Protection Territory Fund instead of the General Fund. A Fund Transfer will be prepared for approval for the next meeting to have the funds transferred to the correct place. Doris makes a motion to allow a Fund Transfer of the Community Crossing Grant money from the Fire Protection Territory Fund to MVH Fund. David seconds. David in favor. Doris in favor. Rachel in favor. Motion carries.

Next Meeting: July 2, 2024, 6:00pm @ Town Hall

Rachel entertains a motion to adjourn the meeting. Doris makes the motion to adjourn the Town Council meeting. Rachel seconds the motion. David in favor. Doris in favor. Rachel in favor. The meeting is adjourned at 8:23pm.

Lynnville Town Council:



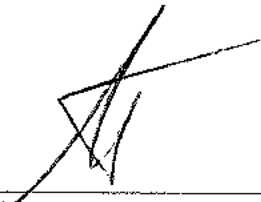
David Goldenberg, Council Member / Park Authority



Doris Horn, Council Member / Park Authority



Rachel Titzer, Council President / Park Authority

Attest: 

Lauri Stockus, Clerk-Treasurer

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ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - May 21, 2024 Park Town Council Meeting

Installed by the TOWN OF LYNNVILLE-2018

Page 1 of 2 Pages

General Form No. 364 (1997) APVREGISTER_SUM.FRX

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
//	220	CITIBANK, N.A.	0 -GROUNDS REPAIR /	1.00			
//	171	HD SUPPLY FACILITIES	MATERIALS AND	629.35			Sterile pads, pipet, petri dish
//	102	4JS HARDWARE, LLC	9 -BUILDING REPAIR /	46.06			Repair A/C in office
//	220	CITIBANK, N.A.	9 -GROUND	1.00			
//	94	EVOLV, INC	9 -OPERATING SUPPLIES	157.00			1/2 March Reservation/Website Service
//	215	RICOH USA, INC.	MATERIALS AND	16.67			Final Bill
//	102	4JS HARDWARE, LLC	0 -GROUNDS REPAIR /	224.95			Weed killer, hose nossle
//	44	AMERICAN LEGAL	PROFESSIONAL SERVICES	137.50			Internet Renewal Period:
//	213	COMMONWEALTH	PROJECT IN PROCESS	2508.00			Bidding and Negotiating
//	66	CORE & MAIN LP	MATERIALS AND	423.60			3/4 Ball Curb PJ
//	94	EVOLV, INC	9 -OPERATING SUPPLIES	157.00			1/2 April Reservation/Website Service
//	215	RICOH USA, INC.	MATERIALS AND	16.66			Final Bill
//	200	WEX BANK	0 -TOWN MARSHAL -	194.75			Monthly Service
//	102	4JS HARDWARE, LLC	0 -GROUNDS REPAIR /	136.92			Maintenance materials for mowers,
//	44	AMERICAN LEGAL	PROFESSIONAL SERVICES	412.50			Internet Renewal Period.
//	47	BAKER TILLY VIRCHOW	0-PUBLIC IMPROVEMENT	2944.75			Municipal advisory services for Bonding
//	223	BOONVILLE LAWN & GARDEN,	0 -GROUNDS REPAIR /	85.09			Scag Mower blade; Spark Plug
//	260	CELEBRATION ICE, LLC	9 -OPERATING SUPPLIES	70.00			Ice
//	213	COMMONWEALTH	0-PUBLIC IMPROVEMENT	9665.45			Consulting
//	66	CORE & MAIN LP	MATERIALS AND	-525.81			Return shop stock - Reference Invoice
//	117	E. L. WALTERS AC & HEATING,	9 -BUILDING REPAIR /	131.19			Work on A/C in park office
//	94	EVOLV, INC	9 -OPERATING SUPPLIES	314.00			1/2 May Reservation/Website Service
//	103	H & H INCORPORATED OF	EQUIPMENT / MACHINERY	64.97			Spark plug and filter for side-by-side
//	249	KARLA KOLLEY	0 -CLEANING REPAIRS /	100.00			Monthly Service
//	4	LOGICAL VIDEO SECURITY	0 -BUILDING REPAIR /	377.50			Repair cameras damaged in storm
//	257	PAXTON MEDIA GROUP	9	110.35			Notice to taxpayer of additional
//	200	WEX BANK	0 -GROUNDS REPAIR /	216.04			Monthly Service
05/14/2024	233	MCGOWAN INSURANCE	INSURANCE	10282.00	10282.00	2085	Annual Insurance Payment
02/20/2024	143	POINT MAN TECHNOLOGY LLC	9 -OPERATING SUPPLIES	252.00	252.00	2237	Monthly Service
03/05/2024	143	POINT MAN TECHNOLOGY LLC	9 -OPERATING SUPPLIES	144.00	144.00	2245	Monthly Service
04/02/2024	143	POINT MAN TECHNOLOGY LLC	9 -OPERATING SUPPLIES	180.00	180.00	2254	Monthly Service
05/14/2024	233	MCGOWAN INSURANCE	9 -INSURANCE	8211.50	8211.50	2270	Annual insurance Payment
05/16/2024	229	ANNETTE LINDSAY	9 -GROUND	21.40	21.40	2271	Reimburse Annette for water hook up t's at
05/10/2024	160	MR. FENCE	5 -REPAIRS AND	3150.66	3150.66	2458	Fence for Dumpster at Fire Department
05/08/2024	229	ANNETTE LINDSAY	5 -REPAIRS AND	132.64	132.64	2459	Reimbursement of Eclipse Breakfast
05/21/2024	99999	REXANNA NUHRING	5 -DEPOSIT REFUND	650.00	650.00	2461	Event postponed - full refund
05/21/2024	99999	LIBERTY DONOHOO	5 -DEPOSIT REFUND	150.00	150.00	2462	Deposit Refund
05/21/2024	99999	MISSIE WALLACE	5 -REPAIRS AND	53.48	53.48	2463	Ferns for Community Center
05/06/2024	174	BRIAN COOK	SALARIES AND WAGES	155.00	155.00	4867	Reimburse Brian
05/08/2024	207	MCEEN SERVICES LLC	PROFESSIONAL SERVICES	4935.00	4935.00	4868	Monthly Charges

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF LYNNVILLE

GOVERNMENTAL UNIT

AGENCY

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Page 2 of 2 Pages

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General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
05/14/2024	233	MCGOWAN INSURANCE	INSURANCE	15969.50	15969.50	4869	Annual Insurance Payment
05/08/2024	202	J. WILLIAM BRUNER	0 -LIT DISTRIBUTION	1625.01	1625.01	7301	Monthly Service
05/14/2024	233	MCGOWAN INSURANCE	0 -TOWN INSURANCE	9799.00	9799.00	7302	Annual Insurance Payment
05/21/2024	202	J. WILLIAM BRUNER	0 -LIT DISTRIBUTION	891.28	891.28	7303	Monthly Retainer
05/07/2024	134	GLOBE LIFE LIBERTY	PAYROLL-EMPLOYEE	208.97	208.97	22343	Monthly Payment
05/08/2024	1602	PAYROLL	0 -LIT DISTRIBUTION	50.72	50.72	22356	Bruner May Insurance Pmt
05/10/2024	904	INDIANA DEPT OF	SALES TAX	1092.64	1092.64	22358	W/H
05/10/2024	241	SAM'S CLUB MC/SYNCB	DUES / MEMBERSHIPS	327.85	327.85	22361	AIM Classes and Meeting
05/10/2024	241	SAM'S CLUB MC/SYNCB	9 -OFFICE SUPPLIES	1601.75	1601.75	22362	Online register, Online bookings, Pest
05/10/2024	241	SAM'S CLUB MC/SYNCB	PROFESSIONAL SERVICES	1057.77	1057.77	22363	AIM Classes and ILMCT Meeting
05/13/2024	1602	PAYROLL	0 -TOWN HALL	4155.89	4155.89	22365	Gen Town Hall
05/13/2024	1602	PAYROLL	SALARIES WAGES	7482.89	7482.89	22366	WTP Wages
05/13/2024	1602	PAYROLL	PAYROLL FEDERAL 941	14868.64	14868.64	22367	Net DD Entry
05/13/2024	1602	PAYROLL	5 -REPAIRS AND	170.64	170.64	22368	Community Center-Repairs/Maint
05/13/2024	1602	PAYROLL	BUILDING / GROUND	158.51	158.51	22369	Fire-Building/Grounds
05/13/2024	1602	PAYROLL	9 -GROUNDSKEEPER	7307.06	7307.06	22370	Park Groundskeeper
05/14/2024	59	INTERNAL REVENUE SERVICE	PAYROLL FEDERAL 941	3551.31	3551.31	22371	W/H
02/07/2024	81	PAYROC LLC	9 -OPERATING SUPPLIES	25.59	25.59	22379	Monthly Service
02/07/2024	191	A T & T MOBILITY	PAYROLL-EMPLOYEE	30.81	30.81	22380	At&T came out of wrong account
02/26/2024	187	AMBETTER FROM MHS	SALARIES AND WAGES	786.26	786.26	22381	Monthly Town Manager insurance
05/13/2024	20	AFLAC	PAYROLL NET SALARIES	172.28	172.28	22399	Monthly Service
05/13/2024	77	MAINSTREAM FIBER	PHONE / INTERNET / TV	101.70	101.70	22400	Monthly Service
05/13/2024	77	MAINSTREAM FIBER	MATERIALS AND	214.40	214.40	22401	Monthly Service
04/30/2024	187	AMBETTER FROM MHS	SALARIES AND WAGES	1572.52	1572.52	22402	Town Manager March ins pmt
05/21/2024	1602	PAYROLL	0 -LIT DISTRIBUTION	50.72	50.72	22408	Bruner June Insurance Payment
05/10/2024	241	SAM'S CLUB MC/SYNCB	0 -PROFESSIONAL	666.33	666.33	27411656	AIM meetings and Clerk Treasurers School
05/20/2024	200	WEX BANK	TRANSPORTATION	771.31	771.31	32052120	Monthly Service
05/20/2024	200	WEX BANK	FUEL FOR TRUCKS	606.95	606.95	68805202	Monthly Service
05/20/2024	200	WEX BANK	9 -EQUIPMENT REPAIR /	323.44	323.44	42710520	Monthly Service
		Checks: 0- 4.27E+11		122575.71	103959.22		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6

6/4/2024

[Signature]
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF LYNNVILLE

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 122575.71.

Dated this 4th day of June 2024

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Member
Member
President

Signatures of Governing Board

Hours Report Summary

For payfile ending 05/28/2024 12:00:00 AM

All Records

Paytype : Compensator

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Groundskeeping	1101001114.000	0.00000		0.00000	0.00000	\$0.00
Fire-Building/Grounds	2209300200.000	0.00000		0.00000	0.00000	\$0.00
Community Center-Repairs/Maint	2226000361.000	0.00000		0.00000	0.00000	\$0.00
WTP Wages	6101001112.000	0.00000		0.00000	0.00000	\$0.00
WWTP Wages	6201001112.000	0.00000		0.00000	0.00000	\$0.00
Subtotals for Paytype : Compensatory Time						\$0.00

Paytype : Normal

Distribution Name	Account Number	Units Taken	PTO	Hours Worked	Salary Hours	Amount
Gen Council	1101001111.000	0.00000		0.00000	0.00000	\$587.37
Gen Town Hall	1101001111.240	0.00000		8.70000	0.00000	\$139.20
Gen Clerk Treasurer	1101001112.000	0.00000		0.00000	0.00000	\$736.28
Gen Groundskeeping	1101001114.000	0.00000		31.47500	38.40000	\$1344.70
MVH Wages	2201001112.000	0.00000		7.47500	0.00000	\$261.01
Park Groundskeeper	2204001111.000	0.00000		172.50000	0.00000	\$2471.93
Park Employees	2204001113.000	0.00000		128.75000	0.00000	\$1599.50
Park Extra Help	2204001114.000	0.00000		2.90000	0.00000	\$46.40
Park Superintendent	2204001116.000	0.00000		0.00000	96.25000	\$1666.66
Fire-Building/Grounds	2209300200.000	0.00000		2.53750	4.80000	\$140.51
Community Center-Repairs/Maint	2226000361.000	0.00000		2.53750	4.80000	\$140.51
Town Marshal	2240200111.400	0.00000		20.00000	0.00000	\$560.00
Town Manager	4437020111.400	0.00000		9.90000	0.00000	\$375.61
WTP Wages	6101001112.000	0.00000		51.31250	24.00000	\$2911.54
WWTP Wages	6201001112.000	0.00000		57.91250	24.00000	\$3161.94
Subtotals for Paytype : Normal						\$16143.16

Hours Report Summary

For payfile ending 05/28/2024 12:00:00 AM

All Records

Paytype	Distribution Name	Account Number	Units Taken	Hours Worked	Salary Hours	Amount
Paytype : Overtime	WWTP Wages	620100112.000	0.00000	0.00000	0.00000	\$0.00
	Subtotals for Paytype : Overtime		0.00000	0.00000	0.00000	\$0.00
Paytype : Park	Gen Council	110100111.000	0.00000	0.00000	0.00000	\$0.00
	Park Board Members	220400115.000	0.00000	0.00000	0.00000	\$0.00
	Subtotals for Paytype : Park		0.00000	0.00000	0.00000	\$0.00
Paytype : Park	Gen Council	110100111.000	0.00000	0.00000	0.00000	\$0.00
	Park Clerk Treasurer	220400112.000	0.00000	0.00000	0.00000	\$0.00
	Park Board Members	220400115.000	0.00000	0.00000	0.00000	\$0.00
Subtotals for Paytype : Park Seasonal		0.00000	0.00000	0.00000	\$0.00	
Paytype : Vacation	Gen Groundskeeping	110100114.000	2.00000	0.00000	0.00000	\$75.85
	MVH Wages	220100112.000	4.00000	0.00000	0.00000	\$151.75
	Town Manager	443702011.400	6.00000	0.00000	0.00000	\$227.65
	WTP Wages	610100112.000	12.00000	0.00000	0.00000	\$455.30
	WWTP Wages	620100112.000	16.00000	0.00000	0.00000	\$607.05
Subtotals for Paytype : Vacation		40.00000	0.00000	0.00000	\$1517.60	

PTO	Units Taken	Hours Worked	Salary Hours	Amount
	40.00000	496.00000	192.25000	\$17660.76

Payfile Distribution Journal

For payfile ending 05/28/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: Groundskeeping				
Gen Groundskeeping	1101001114.000	\$1420.55	Federal Withholding	\$398.12
MVH Wages	2201001112.000	\$412.76	FICA Withholding	\$413.30
Fire-Building/Ground	2209300200.000	\$140.51	Medicare Withholding	\$96.66
Community Center-Rep	2226000361.000	\$140.51	State Withholding	\$203.32
Town Manager	4437020111.400	\$603.26	Local Withholding	\$33.33
WTP Wages	6101001112.000	\$1856.02	Ambetter from MHS- P	\$165.69
WWTP Wages	6201001112.000	\$2258.18	DD - Heritage Federa	\$188.34
			DD - IN Members Cred	\$1580.42
			DD-Centurion Federal	\$574.38
			DD-German American B	\$3178.23
Groundskeeping Wages Total		\$6831.79	Deductions Total	\$6831.79
				Net Pay
				\$0.00
Location: Park				
Park Groundskeeper	2204001111.000	\$2471.93	Federal Withholding	\$133.23
Park Employees	2204001113.000	\$1599.50	FICA Withholding	\$355.74
Park Superintendent	2204001116.000	\$1666.66	Medicare Withholding	\$83.21
			State Withholding	\$175.02
			Local Withholding	\$28.68
			DD - Fifth Third Ban	\$479.73
			DD - LNB Community	\$3015.91
			DD - Liberty Federal	\$260.87
			DD - Peoples	\$1205.70
Park Wages Total		\$5738.09	Deductions Total	\$5738.09
				Net Pay
				\$0.00
Location: Town Hall				
Gen Council	1101001111.000	\$587.37	Federal Withholding	\$176.98
Gen Town Hall	1101001111.240	\$139.20	FICA Withholding	\$307.46
Gen Clerk Treasurer	1101001112.000	\$736.28	Medicare Withholding	\$71.92
Park Extra Help	2204001114.000	\$46.40	State Withholding	\$151.26
Town Marshal	2240200111.400	\$560.00	Local Withholding	\$24.80
WTP Wages	6101001112.000	\$1510.82	AFLAC- Post Tax	\$63.56
WWTP Wages	6201001112.000	\$1510.81	AFLAC- PreTax	\$58.00
			DD - Evansville Teac	\$792.09
			DD - Fifth Third Ban	\$521.59
			DD - LNB Community	\$1985.45
			DD - Liberty Federal	\$406.53
			DD-USAA Federal Savi	\$457.28
			Globe Life	\$73.96
Town Hall Wages Total		\$5090.88	Deductions Total	\$5090.88
				Net Pay
				\$0.00

Payfile Distribution Journal

For payfile ending 05/28/2024 12:00:00 AM

All Records

Distribution Name	Account Number	Wage Amount	Deduction Name	Deduction Amount
Location: GRAND TOTAL				
Gen Council	1101001111.000	\$587.37	Federal Withholding	\$708.33
Gen Town Hall	1101001111.240	\$139.20	FICA Withholding	\$1076.50
Gen Clerk Treasurer	1101001112.000	\$736.28	Medicare Withholding	\$251.79
Gen Groundskeeping	1101001114.000	\$1420.55	State Withholding	\$529.60
MVH Wages	2201001112.000	\$412.76	Local Withholding	\$86.81
Park Groundskeeper	2204001111.000	\$2471.93	AFLAC- Post Tax	\$63.56
Park Employees	2204001113.000	\$1599.50	AFLAC- PreTax	\$58.00
Park Extra Help	2204001114.000	\$46.40	Ambetter from MHS- P	\$165.69
Park Superintendent	2204001116.000	\$1666.66	DD - Evansville Teac	\$792.09
Fire-Building/Ground	2209300200.000	\$140.51	DD - Fifth Third Ban	\$1001.32
Community Center-Rep	2226000361.000	\$140.51	DD - Heritage Federa	\$188.34
Town Marshal	2240200111.400	\$560.00	DD - IN Members Cred	\$1580.42
Town Manager	4437020111.400	\$603.26	DD - LNB Community	\$5001.36
WTP Wages	6101001112.000	\$3366.84	DD - Liberty Federal	\$667.40
WWTP Wages	6201001112.000	\$3768.99	DD - Peoples	\$1205.70
			DD-Centurion Federal	\$574.38
			DD-German American B	\$3178.23
			DD-USAA Federal Savi	\$457.28
			Globe Life	\$73.96
GRAND TOTAL Wages Total		\$17660.76	Deductions Total	\$17660.76
			Net Pay	\$0.00

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

All Funds

From 04/01/2024 Thru 04/30/2024

Grouped By Bank Number
Ordered By Bank Number, Fund Number

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
**Bank Number 0							
1101 GENERAL	75163.70	2103.25	32375.68	52411.06	75.00	7594.79	44891.27
1176 ARPA GRANT - COMMUNITY CENTER	1800.00	0.00	0.00	1800.00	0.00	0.00	1800.00
1177 ARP GRANT	10299.80	0.00	0.00	10299.80	0.00	0.00	10299.80
2201 MVH - MOTOR VEHICLE HIGHWAY	33412.74	7883.07	3425.91	38560.56	0.00	690.66	37869.90
2202 LRS - LOCAL ROADS AND STREET	36314.04	4498.40	1362.58	40093.94	0.00	644.08	39449.86
2203 MVH-50% RESTRICTED	37802.40	4348.54	0.00	42150.94	0.00	0.00	42150.94
2217 DONATION	5302.88	1650.00	3761.10	6262.42	200.00	3270.64	3191.78
2240 PUBLIC SAFETY	68393.95	14818.26	13779.94	76499.17	0.00	7066.90	69432.27
2242 RAINY DAY FUND	51206.69	0.00	0.00	51206.69	0.00	0.00	51206.69
2256 OPIOID SETTLEMENT UNRESTRICTED	861.70	644.83	644.83	861.70	0.00	0.00	861.70
2257 OPIOID SETTLEMENT RESTRICTED	2087.56	0.00	382.12	1705.44	0.00	0.00	1705.44
2270 TECUMSEH TRAIL FUND-MAINTENANCE AND DONATION	701.40	5000.00	187.57	5554.23	0.00	40.40	5513.83
4401 CCI - CUMULATIVE CAPITAL IMPROVEMENTS	6114.58	0.00	0.00	6114.58	0.00	0.00	6114.58
4405 PUBLIC IMPROVEMENT PROJECTS	288794.84	0.00	65094.70	240109.14	0.00	16409.00	223700.14
4437 LIT - LOCAL INCOME TAX	60806.73	22288.59	38922.22	50064.52	0.00	5891.42	44173.10
SubTotal Bank Number 0	679063.01	63234.94	159936.65	623694.19	275.00	41607.89	582361.30
**Bank Number 1							
6101 WTP-CASH OPERATING-DAILY DEPOSITS	16642.38	129397.85	83094.62	69395.91	15966.91	22417.21	62945.61
6103 WTP-DEPRECIATING	34398.49	0.00	0.00	34398.49	0.00	0.00	34398.49
6104 WTP-CUSTOMER DEPOSITS	42389.87	2700.00	360.83	42729.04	2000.00	0.00	44729.04
6201 WWTP-CASH OPERATING-DAILY DEPOSITS	212192.87	108115.35	139888.99	187893.51	23762.85	31237.13	180419.23
6202 WWTP-BOND/INTEREST	86583.02	0.00	74439.83	12143.99	0.00	0.00	12143.99
6203 WWTP-DEPRECIATING	39202.83	0.00	0.00	39202.83	0.00	0.00	39202.83
9906 CONSTRUCTION IN PROGRESS -	386081.04	0.00	66883.00	323875.90	0.00	4677.86	319198.04

Installed by the TOWN OF LYNNVILLE-2018

Fund Report

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
SPURGEON PROJECT							
SubTotal Bank Number 1	817491.30	240213.20	364667.27	709639.67	41729.76	58332.20	693037.23
**Bank Number 4							
7701 PAYROLL	3148.52	133153.55	131556.04	8691.34	41554.93	45500.24	4746.03
SubTotal Bank Number 4	3148.52	133153.55	131556.04	8691.34	41554.93	45500.24	4746.03
**Bank Number 5							
2226 COMMUNITY CENTER	18115.63	13652.47	4571.44	28371.28	950.00	2124.62	27196.66
SubTotal Bank Number 5	18115.63	13652.47	4571.44	28371.28	950.00	2124.62	27196.66
**Bank Number 6							
2208 FIRE TERRITORY EQUIPMENT	15702.23	0.00	0.00	15702.23	0.00	0.00	15702.23
2209 FIRE PROTECTION TERRITORY	220532.28	4636.71	53744.59	173733.75	0.00	2309.35	171424.40
4410 FIRE PROTECTION TERRITORY - NEW VEHICLE	32989.60	0.00	0.00	32989.60	0.00	0.00	32989.60
SubTotal Bank Number 6	269224.11	4636.71	53744.59	222425.58	0.00	2309.35	220116.23
**Bank Number 8							
6301 WWTP-CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SubTotal Bank Number 8	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**Bank Number 9							
2204 LYNNVILLE PARK	173528.44	50337.89	64491.88	160143.61	17446.72	18215.88	159374.45
SubTotal Bank Number 9	173528.44	50337.89	64491.88	160143.61	17446.72	18215.88	159374.45
*** GRAND TOTAL ***	1960571.01	505228.76	778967.87	1752965.67	101956.41	168090.18	1686831.90

FW: EV46E 963420_963421 4th_Spurgeon Charter Fiber ROW Project

1 message

Hunter Scifres <hscifres@tothassociates.com>

Thu, May 23, 2024 at 3:11 PM

To: "townoflynnville@gmail.com" <townoflynnville@gmail.com>

Cc: Nathan Carmichael <ncarmichael@tothassociates.com>, Paul Vitzthum <pvitzthum@tothassociates.com>

Hello,

I am sending this to be discussed at the town hall meeting on June 4th, 2024. A representative from Charter and/or Toth & Associates will be in attendance.

Thank you,

Hunter Scifres

From: Paul Vitzthum <pvitzthum@tothassociates.com>

Sent: Friday, January 26, 2024 11:03 AM

To: townoflynnville@gmail.com

Cc: Nathan Carmichael <ncarmichael@tothassociates.com>

Subject: EV46E 963420_963421 4th_Spurgeon Charter Fiber ROW Project

Good morning!

Charter Communications is proposing to install underground fiber optic cable and conduit along the ROW of 4th St and Spurgeon Rd (see attached exhibits).

Please let me know what forms or procedures we will need to follow in order to get approval of this project.

Thanks!



Paul Vitzthum

Permits and Compliance Specialist

1550 E Republic Rd


Springfield, MO 65804

Office: 417.888.0645

Cell: 417.987.3789

pvizthum@tothassociates.com

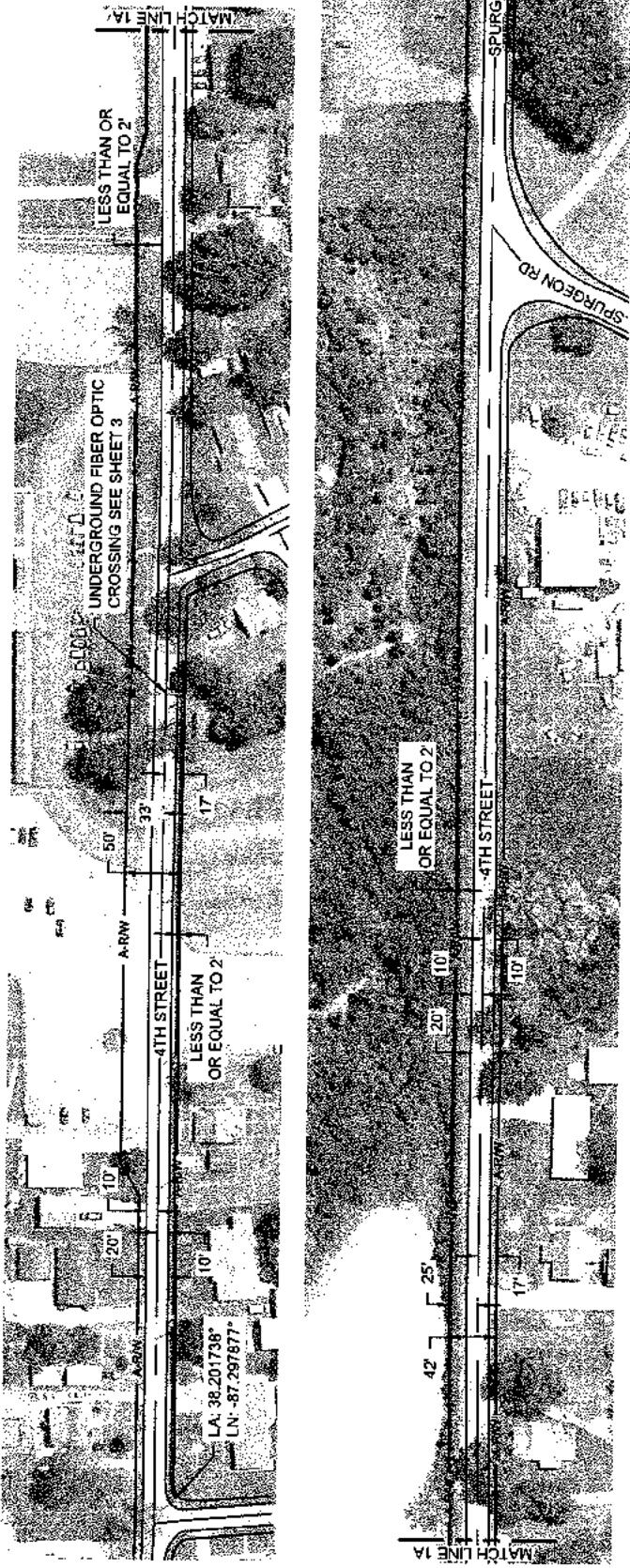
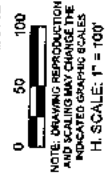
2 attachments

 **EV46E 963420 CITY 4th Submitted 20240126.pdf**
4417K

 **EV46E 963421 CITY Spurgeon Submitted 20240126.pdf**
1519K



BASIS OF BEARING
 INDIANA STATE PLANE
 NAD 83 WEST ZONE



LEGEND

- EDGE OF ASPHALT
- ROAD CENTER LINE
- ASSUMED ROAD RIGHT-OF-WAY
- UNDERGROUND FIBER OPTIC ALONG ROAD
- UNDERGROUND FIBER OPTIC CROSSING ROAD

NOTES:

- 1: BURIED FIBER OPTIC LINES WILL BE INSTALLED ALONG THE ROAD AT A MINIMUM DEPTH OF 4 FEET.
- 2: FIBER OPTIC LINES WILL BE INSTALLED UNDER THE ROAD AT A MINIMUM DEPTH OF 4 FEET USING HORIZONTAL DIRECTIONAL DRILLING.
- 3: ALL FIBER OPTIC LINES WILL BE IN A 1 1/4" PVC CONDUIT.

THIS IS AN EXHIBIT DRAWING ONLY AND DOES NOT MEET STANDARDS FOR BOUNDARY SURVEYS AND SHALL ONLY BE USED FOR ILLUSTRATIVE PURPOSES.

DATE	REVISION	#
01/27/2024	ISSUED FOR PERMIT	1
		2
		3

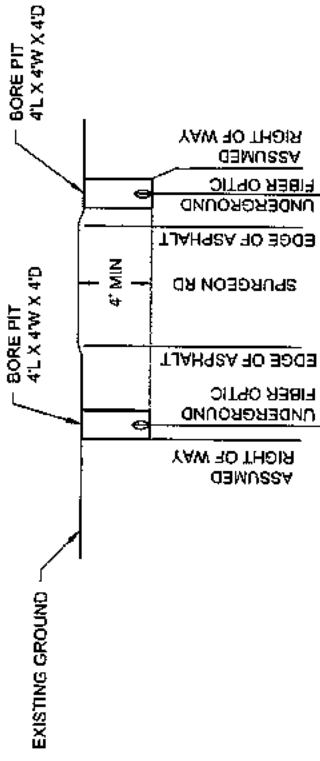
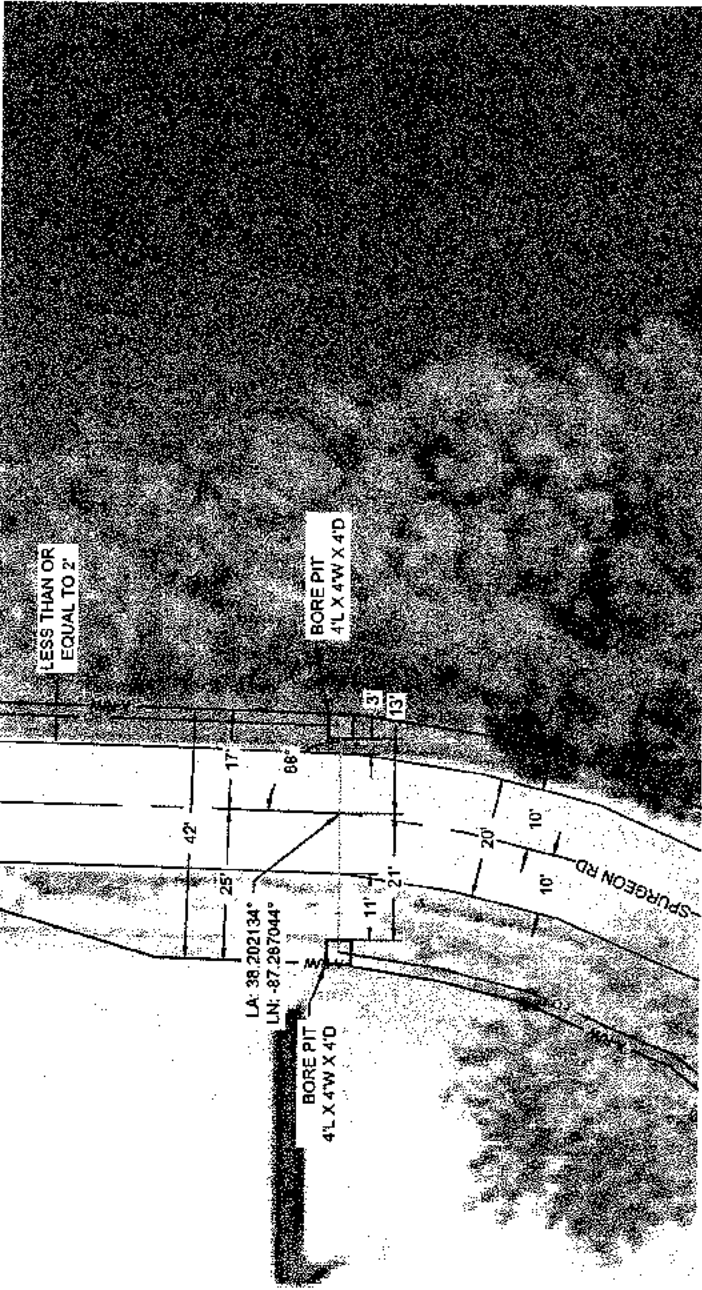
AT&T
 4111 EAST 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 (303) 733-7300
 www.att.com

PROJECT	EV46E - 963421 UNDERGROUND FIBER OPTIC
LOCATION	LA 38.201738° LN -87.297877°
DATE	01/27/2024
DRAWN BY	SP
CHECKED BY	SP
SCALE	AS SHOWN
DATE	01/27/2024
PROJECT	UNDERGROUND FIBER OPTIC PLAN
DATE	01/27/2024
SCALE	1" = 100'



BASIS OF BEARING
 INDIANA STATE PLANE
 NAD 83 WEST ZONE

NOTE: DRAWING REPRODUCTION
 SHALL BE MADE AT THE SCALE
 INDICATED ON THIS DRAWING.
 H. SCALE: 1" = 20'



LEGEND

- EDGE OF ASPHALT
- ROAD CENTER LINE
- ASSUMED ROAD RIGHT-OF-WAY
- UNDERGROUND FIBER OPTIC ALONG ROAD
- UNDERGROUND FIBER OPTIC CROSSING ROAD

NOTES:

- 1: BURIED FIBER OPTIC LINES WILL BE INSTALLED ALONG THE ROAD AT A MINIMUM DEPTH OF 4 FEET.
- 2: FIBER OPTIC LINES WILL BE INSTALLED UNDER THE ROAD AT A MINIMUM DEPTH OF 4 FEET USING HORIZONTAL DIRECTIONAL DRILLING.
- 3: ALL FIBER OPTIC LINES WILL BE IN A 1 1/4" PVC CONDUIT.

THIS IS AN EXHIBIT DRAWING ONLY AND DOES NOT MEET STANDARDS FOR BOUNDARY SURVEYS, AND SHALL ONLY BE USED FOR ILLUSTRATIVE PURPOSES.

DATE	REVISION
11/17/2024	ISSUED FOR PERMIT

ATOTI
 4 SURVEYING
 1500 E SPURGEON RD
 EVANSVILLE, IN 47710
 www.atoti.com
 (812) 425-1111

PROJECT	EV46E - 963421 UNDERGROUND FIBER OPTIC
LOCATION	LA: 38.202134° LN: -87.267044° TOLA: 38.202134° TOLN: -87.267044°
DRAWN BY	SP
CHECKED BY	SP
DATE	11/17/2024
PROJECT	UNDERGROUND FIBER OPTIC CROSSING
CITY	CITY, SPURGEON ROAD
SHEET NO.	4 OF 4

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: SR 61 Street Lighting Project

OWNER: Town of Lynnville

CONTRACTOR: _____

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: _____

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: _____

ENGINEER: Commonwealth Engineers, Inc.

NOTICE DATE: _____

To: Town of Lynnville
Owner

And To: _____
Contractor

From: Commonwealth Engineers, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____ and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | <u>\$1,000,000</u> |
| 2) Bodily injury by disease, each employee: | <u>\$1,000,000</u> |
| 3) Bodily injury/disease, aggregate: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$1,000,000</u> |
| e. Automobile Liability --Combined Single Limit | |
| (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | <u>\$1,000,000</u> |
| 2) Annual Aggregate | <u>\$1,000,000</u> |
| g. Other (specify): | \$_____ |

Exhibit G – Insurance.

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$ _____
 - 2) Bodily injury by Disease, Each Employee \$ _____
 - 3) Bodily injury/Disease, Aggregate \$ _____
- c. General Liability --
 - 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$ _____
- f. Other (specify): \$ _____

~~B. Additional Insureds:~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. ~~COMMONWEALTH ENGINEERS, INC.~~
~~Engineer~~
- b. ~~[]~~
~~Engineer's Consultant~~
- c. ~~[]~~
~~Engineer's Consultant~~
- d. ~~[]~~
~~{other}~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator mutually agreeable to both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees.
- B. Indemnification by Owner:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is EXHIBIT J, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated (as indicated on page 1 of the Agreement).

Special Provisions

Paragraph(s) of the Agreement is/are amended to include the following agreement(s) of the parties:

* Please note that any modifications to the original EJCDC document are identified by either a strike out of a given word, sentence or paragraph or are underlined to reflect any insertions.

A. Exhibit A – Paragraph A.1.02.A.3. As a basis for this contract, it is assumed that the utilities will provide the required project information and/or their as-builts at no charge to the Owner and/or Engineer during the preliminary design phase. The Owner and/or Engineer, therefore, assume no liability in or consequences of the provided locations of these utilities or the lack thereof. Also, it is assumed that if conflicts with said utilities occur, no matter how minor, the costs to cure and conflict shall be borne by the utility or paid for as a part of the project cost by the Owner and/or others. Any required engineering, design and/or other services direct to or incidental thereof, to remedy said utility conflicts, necessary for said relocation, shall be provided by others or as negotiated and upon mutual written agreement by the Owner and Engineer for these services, and thereby shall be provided as an additional service within a future contract amendment.

B. Paragraph A2.01 - Exhibit A – Additional Services

At the time of the execution of this Agreement, the only known additional services to be performed by the Engineer are as follows:

1. Permit Application Fee

- a. Owner shall compensate Engineering for all application fee costs associated with necessary permits. This includes, but is not limited to: the Indiana Department of Transportation (INDOT).
- b. The Owner shall pay all application and/or filing fees as well as any expenses that may be required by the various Agencies including public notices, obtaining listings of surrounding property owners, etc.

The Engineer shall perform the above referenced services in accordance with Paragraph C2.05 of Exhibit C, Compensation Packet AS-1, with an estimated not-to-exceed fee of \$6,200.00.

2. Soils Borings – Not Included
3. Erosion Control Plan – Not Included
4. O&M Manual – Not Included
5. Records Drawings (ACAD) – Not Included
6. Records Drawings – Not Included

Exhibit J - Special Provisions.

7. Water System Modeling – Not Included
 8. Floodplain Hydraulic Modeling- Not Included
 9. Subsurface Utility Engineering – Not Included
 10. Financial / Legal Assistance – Not Included
 11. Start-up Assistance – Not Included
 12. Antidegradation Demonstration – Not Included
 13. Regulatory Assistance (Water) – Not Included
 14. Regulatory Assistance (Wastewater) – Not Included
 15. Environmental Assessment Report – Not Included
 16. Wellhead Protection Plan Update – Not Included
 17. Combined Sewer Overflow Operational Plan (CSOOP) Update – Not Included
 18. IDEM Combined Sewer Overflow Post Construction Compliance Documentation and Coordination – Not Included
 19. Wetland Delineation – Not Included
 20. Archeological Reconnaissance – Not Included
 21. Energy Audits – Not Included
 22. Build America, Buy America Act (BABAA) – OR - American Iron and Steel (AIS) – Not Included
 23. Asset Management Plan (AMP) – Not Included
 24. GIS Mapping and Asset Management System - Not Included
 25. SWIF Related Engineering Activities – Not Included
 26. Fiscal Sustainability Plan (for SRF Funded Projects) – Not Included
 27. Cost & Effectiveness Analysis (for SRF Funded Projects) – Not Included
 28. Green Project Reserve (for SRF Funded Projects) – Not Included
 29. Labor Standards (for SRF Funded Projects) – Not Included
- C. Paragraph C2.04, Compensation Packet RPR, shall be amended to allow the ENGINEER to invoice OWNER for all costs incurred for Resident Project Representative(s) overtime (Over 8 hours per day, 40 hours per week, Saturdays, Sundays, and/or Holidays) at 1 ½ times the hourly rate, and all costs for regular time and/or overtime beyond the contract time of completion as specified in Part 4, Supplemental Conditions of the Construction Contract Documents. It is anticipated that the OWNER will, in turn, invoice the Construction Contractor for this overtime. ENGINEER shall provide a separate invoice for such costs to the OWNER with a copy to the Construction Contractor.

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated (as indicated on page 1 of the Agreement).

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

Background Data

Effective Date of Owner-Engineer Agreement: _____

Owner: _____

Engineer: _____

Project: _____

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

- Attachment, "Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 – June 30, 2024"
- [List other Attachments, if any]

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

COMMONWEALTH ENGINEERS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Attest: _____

Attest: _____

By: _____

By: _____

Title _____

Title: _____

Lynnville Clerk

From: Rachel Titzer
Sent: Tuesday, May 28, 2024 3:12 PM
To: David Goldenberg; Doris Horn; Lauri Stockus
Subject: Re: [External]Council Items - 6/4/2024

Thank you!
Rachel

On May 28, 2024, at 3:11 PM, Rachel Titzer <council2@townoflynnville.com> wrote:

Rachel

Begin forwarded message:

From: "Aaron Rohner, PE (IN, KY)" <arohner@contactcei.com>
Date: May 28, 2024 at 2:39:55 PM CDT
To: Rachel Titzer <council2@townoflynnville.com>
Subject: [External]Council Items - 6/4/2024

Good afternoon, Rachel.

Attached are two (2) documents for the next council meeting. Can you please put these on the agenda for presenting and approval?

2024 Water Loss Audit - \$5,000

This contract is to develop and submit the Indiana Finance Authority required program. The intent of the program is to analyze the amount water produced (or in your case purchased) versus the amount of water sold to customers.

SR 61 Street Lighting Project - \$69,000

This scope of services will include the design, permitting, bidding, and construction engineering associated with the SR 61 Lighting Project. The services will include the layout of the proposed poles per the lighting manufacture lighting study, site visits for conflict analysis, electrical runs/sizes to serve each pole, street lighting control panel design, layout, and location, INDOT roadway permitting bidding per Indiana Code, and general review of the submitted lighting associated equipment.

I will bring hard copies to the Tuesday meeting for execution and present both pieces.

In addition, we have run some rough numbers for the water line extension along Doerner Road to service some existing residents along the North side of the park and a proposed future 40-acre development. To serve this area, we are looking at nearly 1.75 miles of water line – I would suggest 6" minimum water main. In addition, valves, and hydrants along the way to conform with IDEM requirements, as well as setting up for future tie-in

at the future developed site. As a budgetary estimate, I would expect to see cost at the \$1.1 to \$1.3 million range, assuming there are not pressure issues.

With that, following our meeting, there were some questions/concerns regarding this area falling outside of Warrick County. I have done a some digging and talking to others regarding this concern. Based on the discussions I have had; I feel it would be good to get legal involved in reviewing the other potential water sources for the area (likely Gibson Water) bylaws. What we have seen based on previous experience, regional water suppliers do not have a "service area" established for unserved area. Meaning, it would likely be plausible for the Town of Lynnville to service the area discussed and depicted.

Thanks,

Aaron Rohner, PE (IN, KY)

Associate, Project Engineer

T: 800-289-1177 | D: 812-618-4289 | M: 812-461-8930

Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA

Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY

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<image006.jpg>

<Lynnville_-_SR_61_Street_Lighting_Project.pdf>

<Executed_2024-01_Water_Loss_Au (2).pdf>

TOWN OF LYNNVILLE
AND
COMMONWEALTH ENGINEERS, INC.
SR 61 STREET LIGHTING PROJECT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



Rev. 5-2014

This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, _____ ("Effective Date") between
Town of Lynnville by and through its Town Council _____ ("Owner") and
Commonwealth Engineers, Inc. _____ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SR 61 Street Lighting Project _____ ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

The scope of services will include the design, permitting, bidding, and construction engineering associated with the SR 61 Street Lighting project. These services will include the layout of proposed poles per lighting manufacture lighting study, electrical runs/sizing to serve each pole, street lighting control panel, INDOT roadway permitting submission, bidding requirements per Indiana Code, and general review of the submitted lighting associated equipment.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any

dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the

Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional

insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer. If the project is suspended by the Owner for more than 30 days and is then resumed, the Engineer's compensation may be equitably adjusted, as mutually agreed, using Exhibit K, Amendment to Owner Engineer Agreement, to provide for expenses incurred in the interruption and resumption of Engineer's services.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. As per IC § 22-9-1-10 regarding all public contracts, Engineer warrants that neither Engineer nor any subcontractor of Engineer shall discriminate against any employee or applicant for employment in the performance of such Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental,

indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
- B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

- C. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
TOWN OF LYNNVILLE

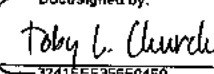
By: _____
Print name: Rachel Titzer
Title: President
Date Signed: _____

Attest:
By: _____
Lauri Stockus
Title: Clerk Treasurer

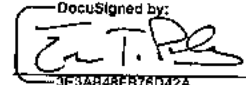
Address for Owner's receipt of notices:
207 Main Street, P.O. Box 99
Lynnville, IN 47619

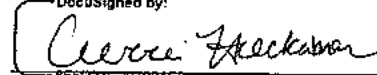
Designated Representative (Paragraph 8.03.A):
Title: _____
Phone Number: _____
Fax Number: _____
E-Mail Address: _____

Engineer:
COMMONWEALTH ENGINEERS, INC.

DocuSigned by:
By: 
Print name: Toby L. Church, P.E., C.E.A.
Title: Vice President
Date Signed: 5/24/2024

Engineer License or
Firm's Certificate No. (if required): 11300603
State of: Indiana

Attest:
By: 
Eric T. Parsley, P.E.
Title: Partner/Project Manager

CFO/Accounting
Approval: 
8F0D23C207094E8...

Address for Engineer's receipt of notices:
420 NW Fifth Street – Suite 201
Evansville, IN 47708

Designated Representative (Paragraph 8.03.A):
Eric T. Parsley, P.E.
Title: Partner/Project Manager
Phone Number: (812) 474-1177
Fax Number: (812) 474-1176
E-Mail Address: eparsley@contactcei.com

This is EXHIBIT A, consisting of 16 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated (as indicated on page 1 of the Agreement).

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

~~A1.01 – Study and Report Phase~~

~~A. – Engineer shall:~~

- ~~1. – Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - ~~a. – If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: List the specific potential solutions here.~~
 - ~~b. – If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. – If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify up to three (3) alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. – Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. – Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. – Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. – Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

Exhibit A – Engineer's Services

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: [List any such tasks or deliverable here].~~
- ~~15. Furnish _____ review copies of the Report and any other Study and Report Phase deliverables to Owner within _____ days of the Effective Date and review it with Owner. Within _____ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish _____ copies of the revised Report and~~

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~~any other Study and Report Phase deliverables to the Owner within _____ days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A.
 10. Furnish three (3) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within sixty (60) days of authorization to proceed with this phase, and review them with Owner. Within fifteen (15) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within seven (7) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities;

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- and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A.
 10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within seven (7) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within seven (7) days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Deleted
 3. *Selection of Independent Testing Laboratory:* ~~Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~ Provided by Contractor during construction.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

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6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work,

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or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions

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and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of

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unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions

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of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

~~A1.06 Post Construction Phase~~

- ~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~
- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
 - ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
 - ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables:
N/A.~~
- ~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Exhibit A – Engineer's Services

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. ~~Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~ Provided by Contractor during construction.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 10 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated (as indicated on page 1 of the Agreement).

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$46,700.00 based on the following estimated distribution of compensation:

- | | |
|----------------------------------|------------------------------|
| a. Study and Report Phase | \$ <u> </u> N/A |
| b. Preliminary Design Phase | \$ <u> 16,400</u> |
| c. Final Design Phase | \$ <u> 21,700</u> |
| d. Bidding and Negotiating Phase | \$ <u> 8,600</u> |
| e. Construction Phase | \$ <u>(See Page 3 of 10)</u> |
| f. Post Construction Phase | \$ <u> </u> N/A |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for ~~the following~~ Reimbursable Expenses (see Appendix 1 for rates or charges).

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service during the construction phase not exceeding ninety (90) days ~~months~~. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of 10 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$16,000.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u> N/A</u>
b. Preliminary Design Phase	\$ <u>(See Page 1 of 10)</u>
c. Final Design Phase	\$ <u>(See Page 1 of 10)</u>
d. Bidding or Negotiating Phase	\$ <u>(See Page 1 of 10)</u>
e. Construction Phase	\$ <u> 16,000</u>
f. Post- Construction Phase	\$ <u> (N/A)</u>
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of July 1st to reflect equitable changes in the compensation payable to Engineer.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service during the construction phase not exceeding ninety (90) days ~~months~~. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$6,200.00 and this amount shall not be exceeded without written approval of Owner. An itemized estimate of this amount shall be attached as Exhibit J to this Agreement.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of July 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
4. In the event that Engineer and its officers, directors, members, partners, agents, employees, and consultants are required to perform overtime work requiring higher than regular rates, in order to comply with project demands, such overtime shall not require advance authorization by Owner subject to meeting the compensation limits prescribed in Exhibit C.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants: Actual Costs, plus 15% profit.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated (as indicated on page 1 of the Agreement).

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are attached hereto:

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2023 – June 30, 2024

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 116.69	Environmental Compliance Manager	\$ 57.50
Principal II	\$ 107.06	Compliance Specialist	\$ 32.18
Principal I	\$ 97.86	Environmental Scientist	\$ 32.18
Project Manager IV	\$ 96.86	Construction Manager	\$ 61.06
Project Manager III	\$ 90.62		
Project Manager II	\$ 73.90	Resident Project Representative IV	\$ 47.83
Project Manager I	\$ 66.53	Resident Project Representative III	\$ 40.38
		Resident Project Representative II	\$ 36.44
Senior Electrical Engineer	\$ 90.62	Resident Project Representative I	\$ 32.50
Senior Process Engineer	\$ 79.85	Clerical III	\$ 40.01
		Clerical II	\$ 30.39
Project Engineer IV	\$ 75.24	Clerical I	\$ 22.29
Project Engineer III	\$ 60.30		
Project Engineer II	\$ 56.83	Reproduction Processor	\$ 27.86
Project Engineer I	\$ 52.70		
		Trainee	\$ 21.65
Engineering Intern III	\$ 46.84		
Engineering Intern II	\$ 44.05	CADD Specialist IV	\$ 45.83
Engineering Intern I	\$ 39.73	CADD Specialist III	\$ 41.63
		CADD Specialist II	\$ 35.60
		CADD Specialist I	\$ 28.51
Designer IV	\$ 57.91		
Designer III	\$ 53.41	Chief Technology Officer	\$ 66.88
Designer II	\$ 48.19	IT Tech	\$ 31.81
Designer I	\$ 38.90	Multimedia Coordinator	\$ 53.14
		Survey Manager	\$ 62.40
Operations Specialist	\$ 47.11	Surveyor	\$ 49.14
		Project Surveyor	\$ 43.78
Grants Manager	\$ 59.98	Field Technician	\$ 37.56

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 46.4654% and 96.4286% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3086 times direct payroll rates.



Lynnville Park Authority
 P.O. Box 99,
 405 W. State Route 68
 Lynnville, IN 47619
 812-922-5144
 townoflynnville.com

Consent to Change Leased Property Form

Name: Jay D Almon

Phone: 812-483-3432

Address: 210 Violet Ln
 Lynnville, IN 47619

The structure is subject to the terms contained therein and the plans on file to the following additional conditions:

1. Subject to an Improvement location being approved by Lynnville Town Council.
2. Subject to a Building Permit being obtained prior to start of structure and said building permit displayed at the work site.
3. Subject to the property and building complying at all times with the applicable zoning ordinances of Warrick County and any ordinances and Lease agreements with the Town of Lynnville.
4. Subject to all utility easements and facilities in place.
5. Subject to the plot plan presented to the Lynnville Town Council and not to be altered or expanded.
6. The location site must be marked before Town Manager inspection.
7. Town must be notified as soon as structure is set for Post Location inspection.

Size of Structure: _____ Type of Structure: _____

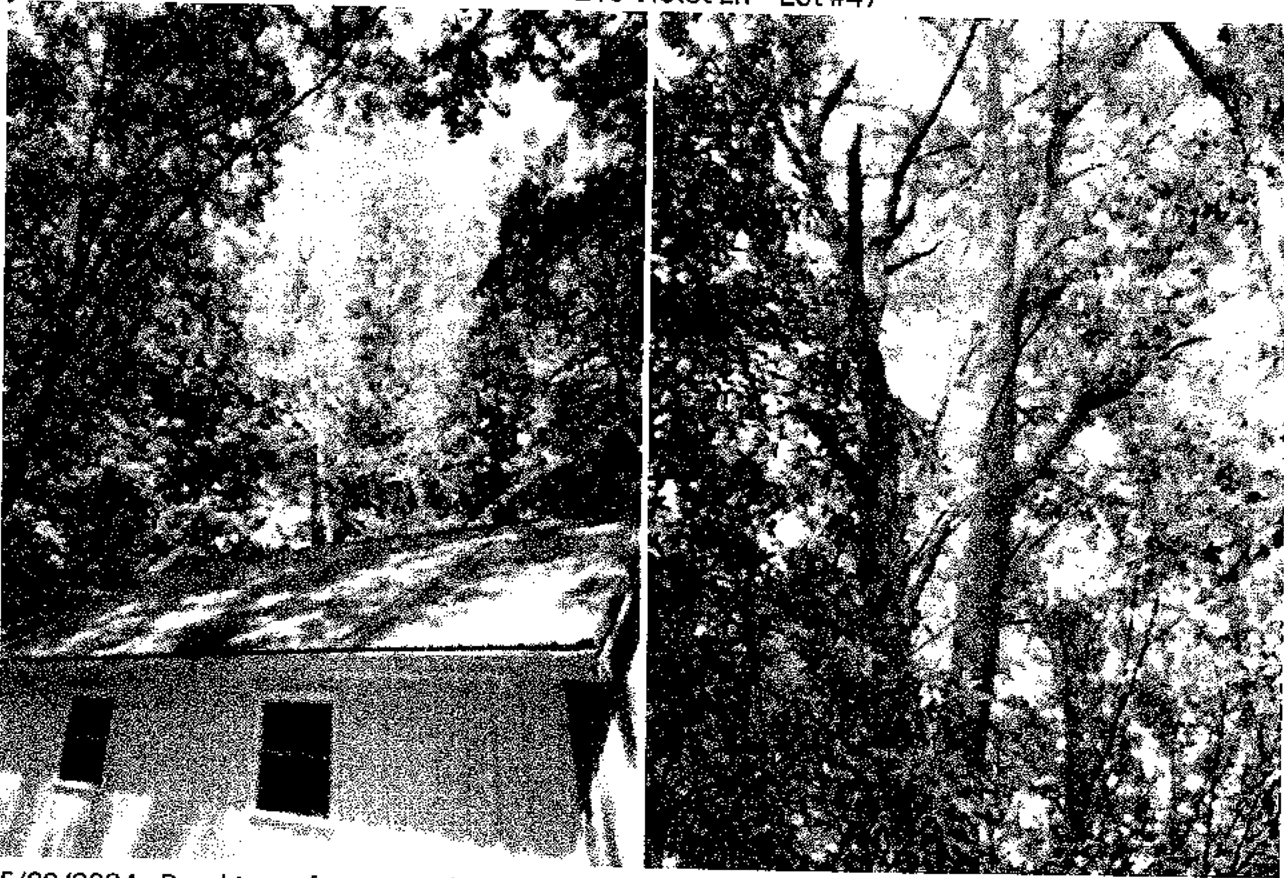
Description of Structure: Permission to have dead tree removed (picture attached)

I, Jay D Almon, understand it is my responsibility to comply with the above stipulations before the addition of a structure is to be erected. I understand it is my responsibility to have location markings put into place before additional structure placement can be inspected for approval. I understand it is my responsibility to contact the Town of Lynnville for a Post-Inspection placement after the additional structure is set. I understand and consent to providing all required paperwork and authorizations in the allotted time set by Warrick County Area Plan Commission and the Lynnville Town Council.

x [Signature]
 Jay D Almon

6/4/2024
 Date

210 Violet Ln – Lot #47



5/29/2024 - Dead trees for removal at 210 Violet Ln

Hi Lauri,

The first photo is the tree over the driveway. The second is behind the house. My landscaper friend told me this morning that they are both ready to fall "at any minute." Please let me know of next steps. Thanks!

Jay

812-483-3432

-----Forward message to Council members

Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

3:47 PM (3
minutes ago)

to Rachel, David, Doris

Trees are dead and leaning. He is asking for emergency permission to have them taken care of before the 6/4/2024 meeting.

5/23/24, 1:27 PM

Gmail - Questions from Jay and Eileen Almon



Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

Questions from Jay and Eileen Almon

1 message

Jay Almon <jayalmon@gmail.com>

To: Lynnville Town Hall Clerk Treasurer <townoflynnville@gmail.com>

Wed, May 22, 2024 at 1:55 PM

Hi Lauri,

We wondered if you could recommend a plumber. Figured there was someone in the community that you worked with and trusted.

Where are the water lines located on our property?

The lot number on the lease is 38, but it's 47 in the meeting minutes. Assuming it's 38, but wanted to make sure.

Wanted to confirm for the post office the address as: 210 Violet Lane, Lynnville, IN 47619. (Do we need to use a lot number?)

I will call you tomorrow to arrange a time to bring the \$100 deposit.

Thanks,

Jay
812.483.3432

Lynnville Clerk

From: Rachel Titzer
Sent: Thursday, May 30, 2024 4:38 PM
To: Lynnville Clerk
Subject: Tree removal

I approve of the tree removal on Violet lane .
Thank you,
Rachel

Verbal from Approval
David
5/30/2024

A circular stamp, likely an official seal or signature block, is located in the lower right quadrant of the page. The stamp is heavily obscured by a dense, dark scribble of ink, making the text within it illegible. The scribble appears to be a signature or initials written over the stamp.

WILCOX



EARTHWORKS

7252 S County Rd 100 E

Oakland City IN 47660

wilcoxearthworks@yahoo.com

812-774-5924

Estimate

Date	Estimate #
5/6/2024	306

Name / Address
Town of Lynnville

****NOW ACCEPTING CREDIT/DEBIT CARD PAYMENTS WITH AN ADDITIONAL 3% SERVICE CHARGE ADDED TO YOUR INVOICE****

Description	Qty	Rate	Total
Vac Truck	20	235.00	4,700.00
Dump Truck	10	85.00	850.00
Dump Fee	8	80.00	640.00
Cat 305	10	128.00	1,280.00
Boring	4	1,400.00	5,600.00
#53 Rock	40	17.68	707.20
Sand	40	12.00	480.00
Service	20	95.00	1,900.00

APPROVED

JUN 04 2021

David Goldenberg
Doris Hoern
Rachel Fitzner

Total \$16,157.20

This estimate is valid for 10 days. This is an estimate, and not a contract for services. It is based on our evaluation and does not include material price increases or additional labor and materials, which may be required, should unforeseen problems arise after the work has been started.

main st service replace with bore

E-mail
 wilcoxearthworks@yahoo.com

WILCOX



EARTHWORKS

7252 S County Rd 100 E

Oakland City IN 47660

wilcoxearthworks@yahoo.com

812-774-5924

Estimate

Date	Estimate #
5/6/2024	305

Name / Address
Town of Lynnville

****NOW ACCEPTING CREDIT/DEBIT CARD PAYMENTS WITH AN ADDITIONAL 3% SERVICE CHARGE ADDED TO YOUR INVOICE****

Description	Qty	Rate	Total
Vac Truck	20	235.00	4,700.00
Cat 305	20	128.00	2,560.00
Dump Truck	20	85.00	1,700.00
Dump Fee	8	80.00	640.00
Sand	80	12.00	960.00
#53 Rock	80	17.68	1,414.40
Service	20	95.00	1,900.00

This estimate is valid for 10 days. This is an estimate, and not a contract for services. It is based on our evaluation and does not include material price increases or additional labor and materials, which may be required, should unforeseen problems arise after the work has been started.

Total \$13,874.40

water service replace on main street without boring

E-mail

wilcoxearthworks@yahoo.com

WILCOX



EARTHWORKS

7252 S County Rd 100 E

Oakland City IN 47660

wilcoxearthworks@yahoo.com

812-774-5924

Estimate

Date	Estimate #
5/6/2024	307

Name / Address
Town of Lynnville

****NOW ACCEPTING CREDIT/DEBIT CARD PAYMENTS WITH AN ADDITIONAL 3% SERVICE CHARGE ADDED TO YOUR INVOICE****

Description	Qty	Rate	Total
Cat 305			
Dump Truck	12	128.00	1,536.00
#53 Rock	2	185.00	370.00
Grass Seed	40	17.68	707.20
Straw	2	185.00	370.00
Materials	10	7.00	70.00
		4,000.00	4,000.00

This estimate is valid for 10 days. This is an estimate, and not a contract for services. It is based on our evaluation and does not include material price increases or additional labor and materials, which may be required, should unforeseen problems arise after the work has been started.

Total \$7,053.20

Back

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