Tippecanoe County Board of Commissioners

Meeting
Monday, March 2, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

I. **PLEDGE OF ALLEGIANCE**

II. **APPROVAL OF MINUTES**
Tuesday, February 18, 2020

Documents:

AGENDA03022020MINUTESFROM02182020.DOCX

III. **PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT**

IV. **PRESENTATION OF PAYROLL- PAULA BENNETT**

V. **OPENING OF BIDS FOR FAIRGROUNDS PROJECT**
Phase 5

VI. **AWARDING OF BID(S) FOR TIPPECANOE COUNTY CENTRAL OFFICES (FORMER YMCA)**
Phase 1

VII. **AREA PLAN COMMISSION- SALLIE FAHEY**
Z-2782 Alloy Custom Products, LLC (A to I3), **Ordinance 2020-01-CM**: Petitioner is requesting rezoning of slightly more than 4 acres including a platted lot located at 9297 Old SR 25 N and a tract adjacent to the northeast, just east of the CR 1075 N intersection, Washington 1 (NE) 24-3.

Subdivision Variance S-4905 Bella Terra Subdivision, Revised (Major-Preliminary Plat): To waive the requirement to extend new streets to the boundary lines of the subdivision per USO Section 5.3(1)(c)(v)

Documents:

AGENDA03022020AREAPLANZ2782ALLOYCUSTOMPRODUCTS.PDF
AGENDA03022020APCSUBDIVISIONVARIANCES4905BELLATERRA.PDF

VIII. **HIGHWAY- STEWART KLINE**
Awarding of Bid- Reconstruction of County Road 600 North Project
Awarding of Bid- County Road 200 North Curve Correction Project
Verification Certificate- Duke Energy Indiana LC for $5,000 for work in all County Right-of-Way

Documents:

AGENDA03022020HIGHWAYVERIFICATIONCERTIFICATEDUKEENERGY.PDF

IX. **GRANTS- SHARON HUTCHISON**

X. **CIRCUIT COURT- JENNIFER PRANGE**

Drug Screen Service Agreement Addendum with Sentinel

Documents:

AGENDA03022020CIRCUITCOURTSENTINELAGREEMENTADDENDUM.PDF

XI. PROBATION- DAVE HULLINGER

Add one position, Eliminate one position

XII. RESOLUTION 2020-07-CM TAX SALE CERTIFICATES TO THE CITY OF LAFAYETTE

XIII. WASTEWATER IMPROVEMENTS PROJECT FOR AMERICUS, BUCK CREEK, AND COLBURN

Documents:

AGENDA03022020WASTEWATERIMPROVEMENTSPROJECTAMERICUSBUCKCREEKCOLBURN.PDF

XIV. CONTRACT FOR ACCOUNTING SERVICES WITH BAKER TILLY

Documents:

AGENDA03022020CONTRACTACCOUNTINGSERVICESBAKERTILLY.PDF

XV. CHANGE ORDERS FOR SHERIFF'S OFFICE & JAIL CCTV SYSTEM UPGRADE PROJECT

XVI. UNFINISHED/NEW BUSINESS

XVII. REPORTS ON FILE

Weights & Measures
Wabash River Heritage Corridor Commission
Purdue Extension HTTPS://EXTENSION.PURDUE.EDU/

Documents:

AGENDA03022020REPORTSONFILEWEIGHTSANDMEASURES.XLSX
AGENDA03022020REPORTSONFILEWABASHRIVERHERITAGECORRIDORCOMMISSION.PDF

XVIII. PUBLIC COMMENT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Tuesday, February 18, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present: President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary John Thomas.

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE – President Brown called the meeting to order, lead the Pledge of Allegiance and had a moment of silence for John Wells who was a bailiff in the Courthouse.

II. APPROVAL OF MINUTES from Monday, January 28, 2020 and Monday February 3, 2020.

- Commissioner Murtaugh moved to approve the minutes from two meetings as presented, second by Commissioner Byers. Motion carried.

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS – Paula Bennett

The claims from February 5, 2020 through February 18, 2020, were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable Vouchers as presented, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from February 7, 2020 was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.

V. AWARDING BIDS FOR THE COURTHOUSE COURTROOM RENOVATIONS

Phase 2-Audio

- Commissioner Murtaugh moved to approve the bid to Pro Audio by Brand for $499,000, second by Commissioner Byers. Motion carried.

VI. OPENING BIDS FOR THE TIPPECANOE COUNTY CENTRAL OFFICES (Former YMCA)

Phase 1 bids:

1A. General Trades:

1. J.R. Kelly $491,000.00
2. Big Ben Builders $289,250.00
3. Tri-Tech Construction Services $365,000.00
4. Abatement and Contracting Services $348,000.00

1B. Roofing, Gutters, and Downspouts:

1. Hinshaw Roofing and Sheet Metal $498,700.00
2. Nu-Tec Roofing Contractors $328,700.00
3. Insley Systems $252,000.00

1C. Hollow Metal Frames, Doors, and Hardware:

1. Mulhaupts $79,897.00

1D. Aluminum Doors, Frames, and Storefront:

1. Central Indiana Glass & Glazing $47,777.00

1E. Painting and Wall Coverings:
1. Anthony Anderson $124,900.00
2. Heritage Classic Construction $33,800.00

1F. Plumbing:
1. Quality Plumbing & Heating $500,000.00
2. Brenneco $35,000.00

1G. HVAC:
1. Eberhardt Heating & Cooling $288,824.00
2. Wright Hardware $452,588.00
3. Quality Plumbing & Heating $600,000.00

1H. Electrical:
1. Huston Electric $278,800.00
2. Brand Electric $279,750.00

1I. Excavation, Sitework, and Concrete:
1. J.R. Kelly $242,800.00
2. Earth Source Geothermal Services $180,000.00
3. Heartland Excavating $145,470.00

1J. Asbestos Abatement:
1. J&B's Environmental Abatement $40,712.20
2. Abatement and Contracting Services $42,500.00
3. National Environmental Service. Corp $37,232.90

Combination bids:
1. Quality Plumbing & Heating (1F & 1G) $575,000.00
2. Abatement & Contracting (1A & 1J) $368,000.00

- Commissioner Murtaugh moved to take the bids under advisement, second by Commissioner Byers. Motion carried.

VII. HIGHWAY – Stewart Kline presented and recommended:

A. Opened Bids for the Reconstruction of County Road 600 North Project:
-Milestone $409,824.00
-Rieth Riley $385,021.00

B. Opened Bids for the County Road 200 North Curve Correction Project"
-Milestone $494,121.25
-Rieth Riley $473,267.00

- Commissioner Murtaugh moved to take the bids under advisement, second by Commissioner Byers. Motion carried.

VIII. YOUTH SERVICES – Linda Tedder presented and recommended:

Contract with Sarah Wyatt for Teen and School Court Judge to decrease problem behaviors and recidivism in cooperation with the School Corporations.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

IX. COMMUNITY CORRECTIONS – Jason Huber presented and recommended:

Agreement with Purdue University to collaborate on the development and use of smart phones and fitness trackers as a substitute for GPS ankle bracelet monitors, to be used on a voluntary basis, in the amount of $10,000. Umit Karabigik, from Purdue, talked about how the devices could track location as well as heart rate and stress as possible indicators of risky behavior of those using the devices.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

X. TIPPECANOE VILLA – Deanna Sieber presented and recommended:

Agreement with Medtelligent for web based medical records and management software. Funding for the software and service is in the budget and has an initial fee of $26,000 and then a $1,056 monthly.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Brown. Motion carried.

XI. APPROVAL OF PUBLLIC OFFICIAL BOND for the Treasurer

- Commissioner Byers moved to approve the bond as presented, second by Commissioner Murtaugh. Motion carried.

XII. UNFINISHED/NEW BUSINESS

Kent Kraft introduced two new DoIT employees: Kavita Kulkarni, the new GIS Administrator and Atif Qazi, the new web developer and database specialist.

XIII. REPORTS ON FILE

-Clerk of the Circuit Court
-Tippecanoe County Public Library
-Tippecanoe County Treasurer

XIV. PUBLIC COMMENT

-Amber Noll, Director of the County Extension Office invited the Commissioners to their Board of Directors Annual Dinner Thursday at 6:30pm and stated that staff would be attending training for Junior Master Gardner's and Health Kitchens Healthy Lives.

Commissioner Murtaugh moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 3/2/2020

Minutes prepared by John Thomas, Recording Secretary

THE Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

February 20, 2020
Ref. No.: 2020-66

Tippecanoe County Commissioners
20 North Third Street
Lafayette, Indiana 47901

CERTIFICATION

RE: Z-2782 ALLOY CUSTOM PRODUCTS, LLC (A to I3):
Petitioner is requesting rezoning of slightly more than 4 acres including a platted lot located at 9297 Old SR 25 N and a tract adjacent to the northeast, just east of the CR 1075 N intersection, Washington 1 (NE) 24-3.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on February 19, 2020, the Area Plan Commission of Tippecanoe County voted 10 yes - 0 no on the motion to rezone the subject real estate from A to 13. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at their March 2, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Amos Daulton, Alloy Custom Products
Joseph Bumbleburg, Ball Eggleston, PC

Z-_____

ORDINANCE NO._____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM A TO I3

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA:

Section 1: The Unified Zoning Ordinance of Tippecanoe County, Indiana, being a separate ordinance and not part of a unified county code is hereby amended to rezone the following described real estate situated in Washington Township, Tippecanoe County, Indiana

(Legal Description)

Section 2: The above-described real estate should be and the same is hereby rezoned from A to I3.

Section 3: This ordinance shall be in full force and effect from and after its adoption.

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this _____ day of _____, 20___.

VOTE:

_____ _____
Tracey Brown, President

_____ _____
Thomas Murtaugh, Vice President

_____ _____
David Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor

EXHIBIT A

A part of the East Half of Section One (1), Township Twenty-four (24) North, Range Three (3) West, Washington Township, Tippecanoe County, Indiana, described as follows: Commencing at the intersection of the Eastern line of the east Half of said Section One and the centerline of State Road 25 as it now exists; thence traversing the centerline of said State Road 25 the following three courses: (1) South 33°52'00" West 950.65 feet; (2) Southwesterly on a curve to the right having central angle of 02°14'46", a radius of 2864.79 feet, an arc distance of 112.30 feet; (3) continuing Southwesterly along said curve to the right having central angle of 12°55'26", a radius of 2864.79 feet, an arc distance of 646.19 feet to the Northwestern corner of a 29.247 acre tract of land conveyed to Richard E. Roberts by Corporate Warranty Deed recorded December 16, 1997 in Document 97-26864 in the Office of the Recorder of Said County and the Point of Beginning of this description; thence South 44°48'00" East along the Northern line of said Roberts parcel 634.02 feet; thence north 89°15'06" West along an existing fence line 257.03 feet; thence North 44°48'00" West parallel with the northern line of said Roberts parcel 468.34 feet to the centerline of said State Road 25; thence along said centerline Northeasterly on a curve to the left, having a central angle of 03°37'05" and a radius of 2864.79 feet, an arc distance of 180.91 feet (chord bearing and distance of North 50°50'40" East 180.88 feet) to the Point of Beginning, containing 2.28 acres, more or less.

AND

Lot Number 3 in the Robert's Landing Subdivision, a subdivision in the East half of Section 1, Township 24 North, Range 3 West, Tippecanoe County, Indiana, the plat of which is recorded April 11, 2005, in Instrument Number 05007815, in the Office of the Recorder of Tippecanoe County. Located in Washington Township, Tippecanoe County, Indiana.

EXCEPTING THEREFROM:

All the portion of the following described property lying within the bounds of the above described parcel. A part of lots 1, 2, and Tract A in Robert's Landing Subdivision, a subdivision in the East half of Section 1, Township 24 North, Range 3 West, Tippecanoe County, Indiana, a plat of which is recorded in Instrument Number 05007815, in the Office of the Recorder of Tippecanoe County, being described as follows: Beginning at the Northwest corner of said Lot 1; thence North 62 degrees 32 minutes 27 seconds East 401.83 feet (404.92 feet per plat) along the Northwestern line of said lots 1 and 2 to the Northeast corner of said Lot 2; thence North 08 degrees 46 minutes 10 seconds West 42.23 feet along the prolongation of the Eastern line of said lot 2 to the centerline of S.R. 25; thence North 62 degrees 32 minutes 27 seconds East 594.33 feet along the centerline of said S.R. 25; thence along said centerline northeasterly 90.46 feet along a curve to the left having a radius of 2864.79 feet and subtended by a long chord having a bearing of North 61 degrees 38 minutes 11 seconds East and a length of 90.46 feet to the Northwest corner of a tract of land

recorded as Instrument Number 03037661; thence South 14 degrees 09 minutes 31 seconds East 88.85 feet along the Western line of said tract; thence South 20 degrees 28 minutes 00 seconds West 533.99 feet, thence South 39 degrees 53 minutes 16 seconds West 598.70 feet along a Southeastern line of said Tract A and said Lot 2; thence North 16 degrees 16 minutes 50 seconds West 438.22 feet; thence North 83 degrees 15 minutes 52 seconds West 287.06 feet to the West line of said Lot 1; thence North 00 degrees 17 minutes 30 seconds West 47.45 feet along said West line to the Point of beginning and said in previous deed to contain 9.09 acres, more of less.

ALSO EXCEPTING THEREFROM:

All that portion of the following described property lying within the bounds of the above described parcel. A part of Lot 3 in Robert's Landing Subdivision, a subdivision in the East half of Section 1, Township 24 North, Range 3 West, Tippecanoe County, Indiana, the plat of which if recorded in Instrument Number 05007815, in the Office of the Recorder of Tippecanoe County, being described as follows: Beginning at the Northwest corner of said Lot 3; thence Northeasterly 144.02 feet along an arc to the left having a radius of 2904.79 feet and subtended by a long chord having a bearing of North 53 degrees 49 minutes 55 seconds East and a length of 144.01 feet to the Northeast corner of said lot; thence South 49 degrees 41 minutes 46 seconds West 147.92 feet to the Western line of said lot; thence North 17 degrees 52 minutes 01 seconds West 11.24 feet along said Western line to the point of beginning, said in previous deed to contain 0.017 acre, more or less.

ALSO EXCEPTING THEREFROM:

Beginning at the Southwest corner of Lot Number 3 in the Robert's Landing Subdivision, a subdivision in the East half of Section 1, Township 24 North, Range 3 West, Tippecanoe County, Indiana, the plat of which is recorded April 11, 2005, in Instrument Number 05007815, in the Office of the Recorder of Tippecanoe County. Located in Washington Township, Tippecanoe County, Indiana. Thence North 72 degrees 50 minutes East a distance of 54.39 feet. Thence North 64 degrees 30 minutes West a distance of 24.96 feet. Thence North 77 degrees 0 minutes West a distance of 42.11 feet. Thence South 17 degrees 43 minutes East a distance of 38.08 feet to the Point of Beginning.

THE Area Plan Commission of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

February 25, 2020

Ref. No. 2020-074

Tippecanoe County Board of Commissioners
20 North 3rd Street
Lafayette, IN 47901

SUBJECT: **SUBDIVISION VARIANCE – S-4905–BELLE TERRA SUBDIVISION, REVISED (MAJOR-PRELIMINARY PLAT)**

Dear Commissioners:

Please consider the following variance request for the subject subdivision at your next meeting (See also, the enclosed copy of Petitioner's letter to the Area Plan Commission and a reduced copy of the preliminary plat):

1. A variance to waive the requirement to extend new streets to the boundary lines of the subdivision per USO Section 5.3(1)(c)(v).

The subdivider's request before the Area Plan Commission is to replace the original 77 lot (and 2 outlots) preliminary plat approved July 18, 2018 (S-4755) on the same 27.64 acre tract located at the northwest corner of CR 600 N and CR 75 E, in Tippecanoe 20(SE)24-4. The new layout will be for 79 single-family lots and 3 outlots, including a community building/clubhouse.

This is the same variance request filed with the previously approved Belle Terra preliminary plat. At that time, the primary focus was the simultaneous development of another subdivision adjoining on the north (The Preserve, S-4767), and requiring a street connection between the two. The variance was approved to **not** make the street connection, but with a condition to require an emergency access road connection between the two subdivisions. The Preserve was approved with the same condition to make the emergency access road connection. APC staff acknowledges that a public street connection to the north for this revised Belle Terra preliminary plat is not realistic, since The Preserve is approved with no connecting public street.

Therefore, this variance can only apply to the west boundary. The land adjoining on the west (currently zoned A) is potentially developable with utilities being extended for this subdivision. A street extending to the west subdivision boundary is required by Unified Subdivision Ordinance (USO) Section 5.3(1)(c)(v):

Proposed streets shall be extended to the boundary lines of the tract to be subdivided, unless prevented by topography or other physical conditions, or unless in the opinion of the Commission such extension is not necessary or desirable for the coordination of the layout or the most advantageous future development of adjacent tracts.

The subject tract is not prevented by topography or other physical conditions to extend a street to the west boundary line for future development of the adjacent property. The question then is whether or not the street extension is necessary or desirable for the coordination of the layout or the most advantageous future development of the adjacent tract. Same as last time, the new design has only one entrance (to CR 75 E) for the proposed 79 lots. A street connection between this subdivision and the developable 40+ acres to the west would address a potential safety issue by providing a second way in or out for emergency vehicles if the entrance to CR 75 E were every blocked. Practically speaking, street connections between developments also allow for internal school bus routes.

(Please use the enclosed VARIANCE DISPOSITION NOTICE to indicate the Board's action on this request.)

Respectfully submitted,

Donald B. Lamb
Senior Planner

cc: Whiskir LLC
Dan Teder, Reiling, Teder & Schrier
TBIRD Design Services Corp
Tippecanoe County Highway Executive Director

TBIRD
Design Services Corporation
Engineering • Surveying • Environmental • Construction Management

TRANSMITTAL

To:	Tippecanoe County Area Plan Commission ATTN: Mr. Don Lamb 20 North 3rd Street Lafayette, IN 47901	**From:**	Justin R. Frazier, PE, PLS
Project:	18021 – Belle Terra Major Subdivision	**CC:**	
Re:	Preliminary Plat – Variance Request	**Date:**	Friday, February 14, 2020

Mr. Lamb:

On behalf of our client and pursuant to Section 1 (1.12) of the Unified Subdivision Ordinance for Tippecanoe County, Indiana, I hereby request a variance from the requirement to extend proposed streets to the boundary lines of the tract to be subdivided as required per Section 5.3(1)(c)(v).

Sincerely,

Justin R. Frazier, PE, PLS

VARIANCE DISPOSITION NOTICE

SUBDIVISION:	Belle Terra Subdivision, Revised
DEVELOPER:	Whiskir LLC
REPRESENTATIVE:	Dan Teder, Reiling, Teder & Schrier and TBIRD Design Services

The following variance request was presented to the Tippecanoe County Board of Commissioners on: _____ 20 ____.

1. A variance to waive the requirement to extend new streets to the boundary lines of the subdivision per USO Section 5.3(1)(c)(v).

It was the decision of the Board of Commissioners that:

Variance #1 was [ ] APPROVED
[ ] DENIED

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
President, David Byers

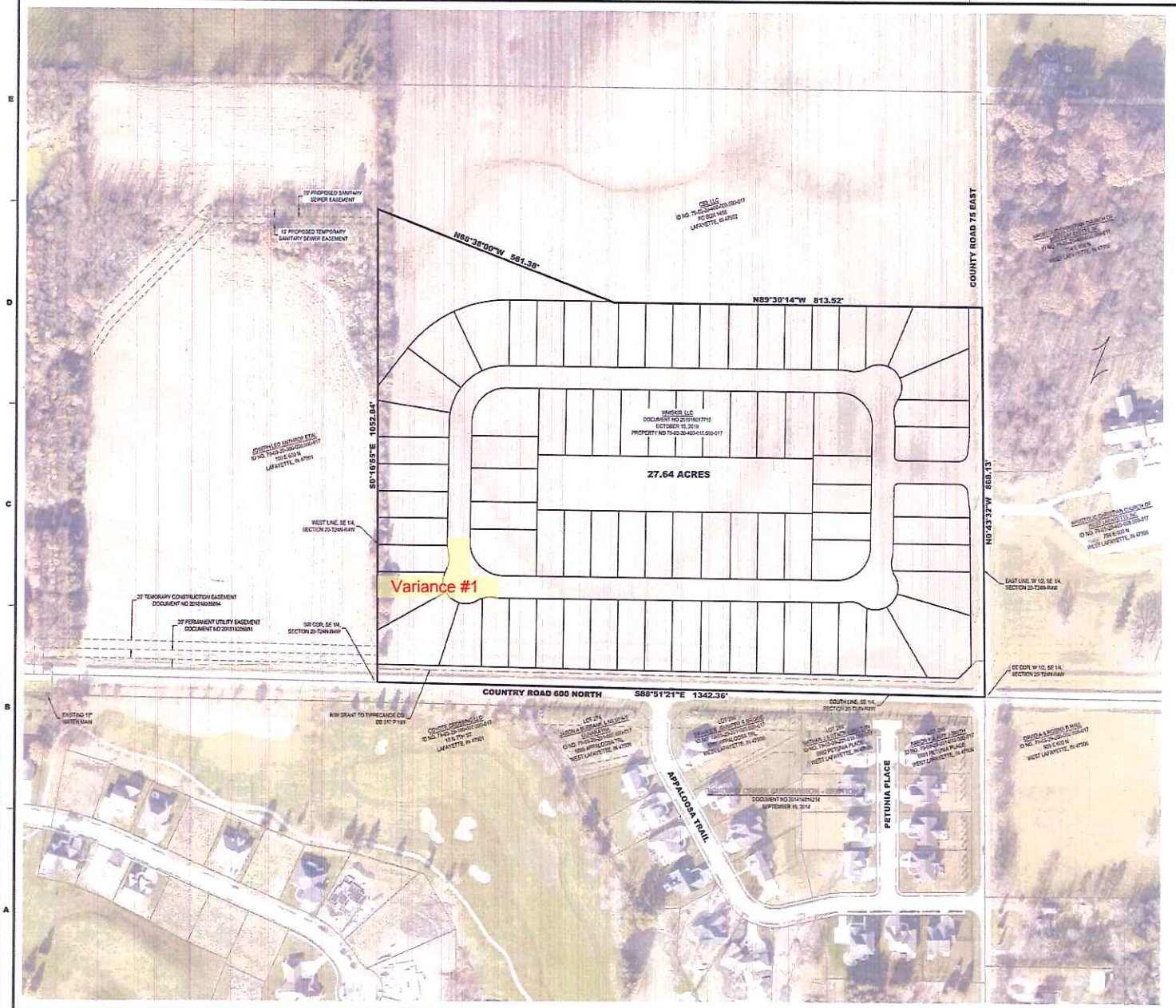
_____
Vice President, Tracy Brown

_____
Thomas Murtaugh

_____
Bob Plantenga, County Auditor

REFERENCE: COMMISSIONERS MINUTES BOOK _____ PAGE _____

cc: Whiskir LLC (PO Box 1071, Lafayette IN 47902)
Area Plan Commission
Tippecanoe County Highway Executive Director



VICINITY MAP
NOT TO SCALE

N

0' 100' 200'
HORIZONTAL SCALE: 1" = 100'

PRELIMINARY PLAT
BELLE TERRA SUBDIVISION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE TOWNSHIP, TIPPECANOE COUNTY, INDIANA

LEGAL DESCRIPTION - BELLE TERRA SUBDIVISION

A part of the Southwest Quarter of the Southeast Quarter of Section Twenty (20), Township Twenty-four (24) North, Range Four (4) West, Tippecanoe Township, Tippecanoe County, Indiana, being the Whiskir, LLC property as described in Document Number 201910017715 in the Office of the Recorder of Tippecanoe County, being depicted on a survey by C&S Surveying, Job Number 18023, recorded in Document Number 201818005651 in said Recorder's Office, and being more completely described as follows:

BEGINNING at the southeast corner of the southwest quarter of said Section 20-24-4; thence along the south line of said southeast quarter, South 88°51'21" East, 1342.36 feet to the southeast corner of the west half of said southeast quarter; thence along the east line of said east half, North 00°43'32" West, 868.13 feet; thence North 89°30'14" West, 813.52 feet; thence North 88°38'00" West, 561.38 feet to the west line of said southeast quarter; thence along said west line, South 00°16'55" West, 1052.84 feet to the point of beginning, containing 27.64 acres, more or less.

SUBJECT TO ALL EASEMENT, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

LAND SURVEYOR'S CERTIFICATE

The undersigned, a Registered Professional Land Surveyor of the State of Indiana does hereby certify that the above preliminary plat was prepared under his direct supervision.

CERTIFIED BY:

Justin R. Frazier, PLS — 02/14/20 Date

LAST INSTRUMENT CONVEYING TITLE TO SUBJECT PROPERTY

KEY NO:	79-03-20-400-016.000-017
DEED RECORD:	201910017715
GRANTOR:	K & K Homes, LLC
GRANTEE:	Whiskir, LLC
DATE:	October 10, 2019

SURVEY NOTE

This drawing does not represent a boundary survey of the property depicted. This plat has been prepared pursuant to Section 3.3 (Major Subdivisions) and Section 6.2 (Major Preliminary Plat), of the Unified Subdivision Ordinance of Tippecanoe County as amended, and is based on survey work prepared by C&S Surveying Job No. 18023, recorded as Document No. 201818005651.

UTILITY INFORMATION

1. EXISTING SANITARY FACILITIES ARE LOCATED WEST OF THE PROPOSED DEVELOPMENT WITHIN WINDING CREEK SUBDIVISION PROPERTY.
2. EXISTING WATER FACILITIES ARE LOCATED WEST OF THE PROPOSED DEVELOPMENT WITHIN WINDING CREEK SUBDIVISION PROPERTY.

TBIRD Design Services Corporation
Engineering • Surveying
Environmental • Construction Management

CERTIFIED BY:

JUSTIN R. FRAZIER
REGISTERED
NO. 20600035
STATE OF INDIANA
LAND SURVEYOR

BELLE TERRA SUBDIVISION
WHISKIR, LLC
PO BOX 1071
LAFAYETTE, INDIANA 47902

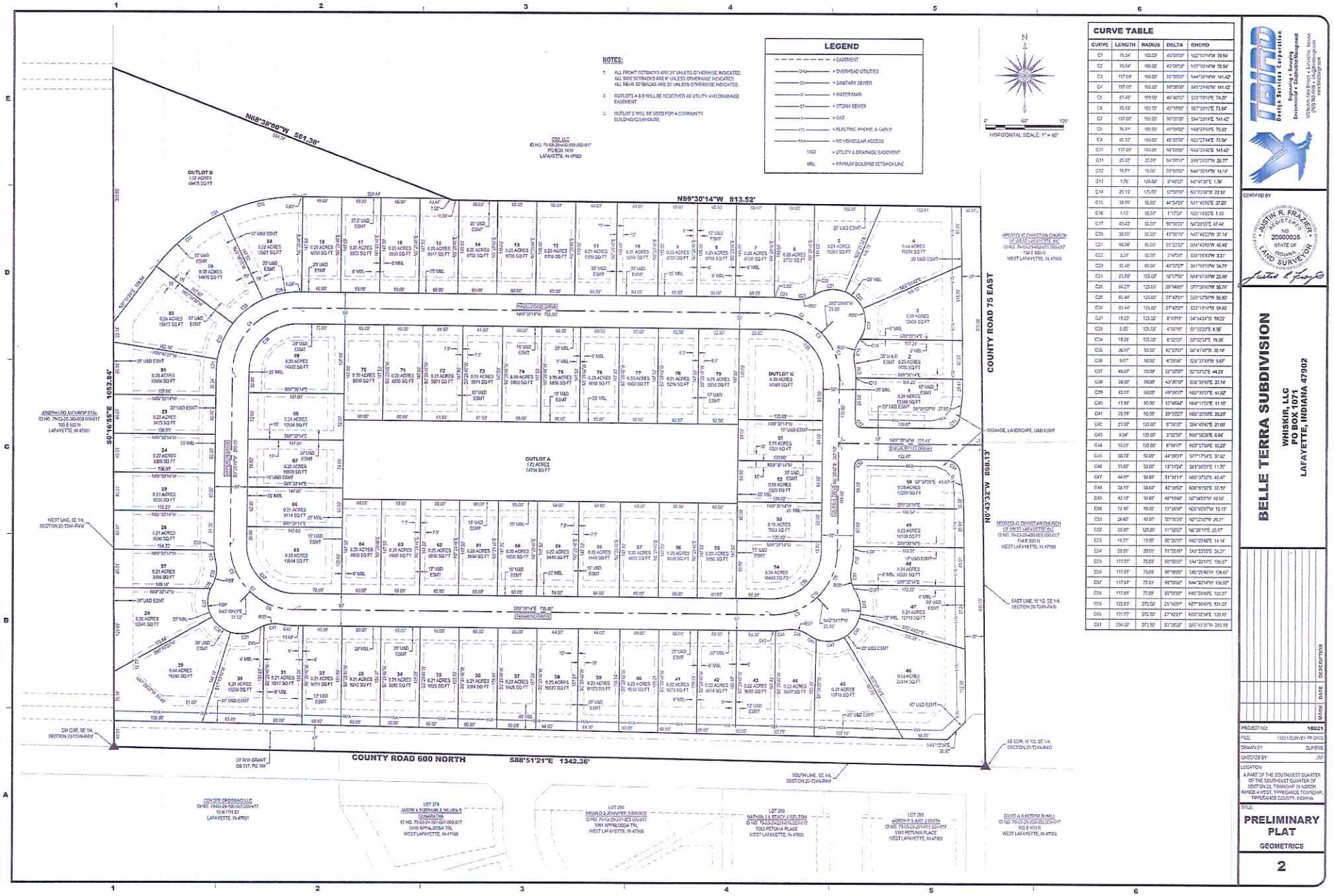
MARK	DATE	DESCRIPTION

PROJECT NO:	18021
FILE:	18021-SURVEY PP.DWG
DRAWN BY:	DLT/BMS
CHECKED BY:	JRF

LOCATION:
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
PRELIMINARY PLAT
OVERALL

1



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	79.54'	100.00'	45°35'05"	N22°30'14"W 79.54'
C2	79.54'	100.00'	45°35'05"	N67°05'14"W 79.54'
C3	157.08'	100.00'	90°00'00"	N44°30'14"W 141.42'
C4	157.08'	100.00'	90°00'00"	S45°29'46"W 141.42'
C5	61.49'	100.00'	35°14'02"	S72°53'15"E 79.20'
C6	75.63'	100.00'	43°19'59"	S67°30'01"E 73.84'
C7	157.08'	100.00'	90°00'00"	S44°30'14"E 141.42'
C8	79.51'	100.00'	44°54'55"	N68°57'41"E 77.50'
C9	60.12'	100.00'	45°35'05"	N22°27'44"E 76.56'
C10	157.08'	100.00'	90°00'00"	N45°29'46"E 141.42'
C11	25.02'	25.00'	54°18'17"	S45°29'37"W 26.77'
C12	16.71'	10.00'	95°46'00"	N44°30'14"W 14.74'
C13	1.76'	125.00'	0°48'22"	N49°06'36"E 1.76'
C14	23.12'	125.00'	10°36'00"	N53°23'47"E 23.09'
C15	39.76'	50.00'	44°54'55"	N51°45'55"E 37.82'
C16	1.13'	50.00'	1°17'24"	N33°15'02"E 1.13'
C17	43.42'	50.00'	56°39'20"	N4°29'25"E 47.44'
C20	38.59'	50.00'	43°36'10"	N45°48'22"W 37.14'
C21	48.34'	50.00'	55°23'33"	S84°43'53"W 46.48'
C22	3.31'	50.00'	3°47'55"	S56°15'56"W 3.31'
C23	32.48'	50.00'	49°32'57"	S81°09'59"W 34.79'
C24	23.89'	125.00'	10°57'00"	N84°16'44"W 23.86'
C25	56.27'	125.00'	25°46'60"	S77°29'46"W 55.79'
C26	80.44'	125.00'	37°52'31"	S33°13'30"W 79.00'
C27	80.44'	125.00'	37°52'31"	S71°19'14"W 79.00'
C28	19.25'	125.00'	8°49'31"	S47°43'47"W 19.23'
C33	8.95'	125.00'	4°06'00"	S51°22'02"E 8.95'
C34	19.28'	125.00'	8°50'25"	S55°25'14"E 19.26'
C35	36.90'	50.00'	42°25'01"	S56°41'40"E 36.14'
C36	5.67'	50.00'	6°29'46"	S39°13'49"W 5.67'
C37	45.66'	50.00'	52°19'25"	S0°35'52"E 44.09'
C38	36.66'	50.00'	42°00'10"	S50°39'45"E 35.84'
C39	42.15'	50.00'	48°18'03"	N62°29'52"E 41.00'
C40	11.58'	50.00'	13°16'04"	N54°10'59"E 11.55'
C41	25.79'	50.00'	29°33'27"	N65°20'05"E 25.50'
C42	21.00'	125.00'	9°37'50"	S84°49'40"E 21.00'
C43	6.64'	125.00'	3°02'30"	S89°38'26"E 6.64'
C44	15.21'	125.00'	6°58'13"	N83°13'59"E 15.20'
C45	38.78'	50.00'	44°26'01"	S77°17'54"E 37.82'
C46	11.00'	50.00'	12°36'24"	S41°30'23"E 11.70'
C47	44.99'	50.00'	51°32'11"	N69°38'02"E 43.49'
C48	38.19'	50.00'	43°46'52"	N28°16'02"E 37.15'
C49	42.16'	50.00'	48°19'46"	N21°56'01"W 40.92'
C50	12.16'	50.00'	13°56'08"	N28°05'57"W 12.13'
C51	26.42'	50.00'	30°16'29"	N0°12'42"W 26.11'
C52	25.82'	125.00'	11°50'21"	N6°26'11"E 25.87'
C53	15.77'	15.00'	60°15'01"	N62°22'46"E 14.14'
C54	26.57'	20.00'	76°07'01"	S49°13'55"E 24.67'
C55	117.81'	75.00'	90°00'00"	S44°30'14"E 106.07'
C56	117.81'	75.00'	90°00'00"	S45°29'46"W 106.07'
C57	117.81'	75.00'	90°00'00"	N44°30'14"W 106.07'
C58	117.81'	75.00'	90°00'00"	N45°29'46"E 106.07'
C59	122.83'	272.50'	25°49'01"	N37°35'43"E 121.81'
C60	131.77'	272.50'	27°42'27"	N63°03'24"E 130.49'
C61	234.32'	272.50'	53°00'28"	S65°43'30"W 226.18'

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105 North 17th Street • Lafayette, Indiana
(765) 742-1083 • info@tbirdlaf.com
www.tbirdlaf.com

CERTIFIED BY
JUSTIN R. FRAZIER
REGISTERED
NO 20600035
STATE OF INDIANA
LAND SURVEYOR

BELLE TERRA SUBDIVISION

WHISKIR, LLC
PO BOX 1071
LAFAYETTE, INDIANA 47902

MARK	DATE	DESCRIPTION

PROJECT NO: 18021
FILE: 18021-SURVEY-PP.DWG
DRAWN BY: SURVEYS
CHECKED BY: JRF

LOCATION:
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
PRELIMINARY PLAT
GEOMETRICS

2

TRAVELERS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

VERIFICATION CERTIFICATE

License No. _____

Bond No.: 104808016

THIS IS TO CERTIFY that the above referenced Bond,

issued by TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

dated 12/5/2006, in the amount of Five Thousand and 00/100 ($ 5,000.00) on behalf of

DUKE ENERGY INDIANA, LLC, 3395 Greenbush Street, Lafayette, IN, 47905 (as Principal),

and in favor of TIPPECANOE COUNTY BOARD OF COMMISSIONERS (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated 11/21/2019

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: _____
Elizabeth Marrero — Attorney-in-Fact

F-307-J (10/68)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elizabeth Marrero** of **Philadelphia**, **Pennsylvania** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of November , 2019 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

The above **Verification Certificate – Duke Energy Indiana, LLC.** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this __6th___ day of __January___, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

SENTINEL®

DRUG SCREEN COLLECTION SERVICE AGREEMENT FOR TIPPECANOE COUNTY ADDENDUM – COUNTY PAY SCREENS FOR VETERAN'S TREATMENT COURT

The following addendum shall be effective February 1, 2020 and shall remain in full force and effect throughout the duration of the original Service Agreement unless otherwise amended.

1. Tippecanoe County wishes to have the ability to pay for drug screens performed for participants involved in the Veteran's Treatment Court.
2. Tippecanoe County wishes to receive billing for pre-authorized screens each month for this program population.
3. Sentinel shall add a County-pay rate for 12 panel on-site screens of $15. This rate shall be for only those participants pre-authorized by the Veteran's Treatment Court Administrator or Superior Court V/Veteran's Treatment Court.
4. Sentinel shall also add a County-pay rate for Confirmations (Inclusive of all required confirmations) of $20. This rate shall be for only those screens requiring Confirmation and pre-authorized by the Veteran's Treatment Court Administrator or Superior Court V/Veteran's Treatment Court.
5. Sentinel shall also add a County-pay rate for alcohol urine screening (ETG) of $19. This rate shall be for only those screens requiring ETG testing and pre-authorized by the Veteran's Treatment Court Administrator or Superior Court V/Veteran's Treatment Court.

All other terms and conditions of the original Drug Screen Collection Service Agreement for Tippecanoe County dated April 4, 2018, along with any subsequent addenda and/or amendments, shall remain in full force and effect.

The Honorable Sean Persin
Tippecanoe Co. Superior Court V/Veteran's Treatment Court

Dated: _____

Mr. Dennis Fuller, Chief Financial Officer
Sentinel Offender Services, LLC

Dated: 01/22/2020

SENTINEL®

Approved by:

Mr. David Byers, District 2 – President
Tippecanoe County Commissioner

Dated: _____

Mr. Tracy Brown, District 1 – Vice President
Tippecanoe County Commissioner

Dated: _____

Mr. Thomas Murtaugh, District 3 - Member
Tippecanoe County Commissioner

Dated: _____

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.

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

ASCE
American Society of Civil Engineers

National Society of Professional Engineers®

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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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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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

Tippecanoe County ("Owner") and

Lochmueller Group, Inc. ("Engineer").

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

Wastewater Improvements Project for Americus, Buck Creek, and Colburn ("Project").

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

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

Study and Report Phase Services, Design, Construction Administration, and Resident Project Representation.

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

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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. **Invoices must include a breakdown of services provided**. 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

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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.

E. All PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.

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.

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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

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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

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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.

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B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** 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.

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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.

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,

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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.

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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

38. ***Agency*- the Rural Utilities Service (RUS) or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

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.

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D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

~~F. Exhibit F, Construction Cost Limit.~~

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.

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8.05 *Federal Requirements*

A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.**

B. **Audit and access to records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.**

C. **Restrictions on lobbying. Engineer and each Consultant shall comply with *"Byrd anti-lobbying amendment (31 U.S.C. 1352)"* if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.**

D. **Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency. Engineer will not contract with any Consultant for this project if it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.**

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

Owner: Tippecanoe County Commissioners

By:

Print name: Tracy Brown
Title: President, Tippecanoe County Commissioners
Date Signed:

By:

Print Name: Thomas Murtaugh
Title: Vice-President, Tippecanoe County Commissioners
Date Signed:

By:

Print Name: David Byers
Title: Member, Tippecanoe County Commissioners
Date Signed:

Address for Owner's receipt of notices:
20 North Third Street
Lafayette, Indiana 47901

Designated Representative (Paragraph 8.03.A):

Title:
Phone Number:

E-Mail Address:

Engineer: Lochmueller Group, Inc.

By: Susan D. Al-Abbas

Print name: Susan Al-Abbas
Title: Regional Manager - Principal

Date Signed: 1/30/2020

Engineer License or Firm's Certificate No. (if required):
197902-565
State of: Indiana

Address for Engineer's receipt of notices:
112 West Jefferson Blvd, Suite 500
South Bend, Indiana 46601

Designated Representative (Paragraph 8.03.A):

Title: Regional Manager, Principal
Phone Number: 574-334-5460

E-Mail Address: salabbas@lochgroup.com

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

Owner: Tippecanoe County Commissioners

By: _____

Print name: David Byers

Title: President, Tippecanoe County Commissioners

Date Signed: _____

Address for Owner's receipt of notices:
20 North Third Street
Lafayette, Indiana 47901

Designated Representative (Paragraph 8.03.A):
David Byers

Title: President, Tippecanoe County Commissioners

Phone Number: _____

E-Mail Address: _____

Engineer: Lochmueller Group, Inc.

By: _____

Print name: Susan Al-Abbas

Title: Branch Manager

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
197902-565

State of: Indiana

Address for Engineer's receipt of notices:
3502 Woodview Trace, Suite 150
Indianapolis, Indiana 46268

Designated Representative (Paragraph 8.03.A):
Michael R. Gangstad, P.E.

Title: Senior Project Manager

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This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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: two (2) collection system, two (2) treatment, and two (2) disposal alternate solutions for each of the communities (Americus, Buck Creek, and Colburn).

    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.~~ **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**

    c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* 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.

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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.

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. **The report mentioned in paragraph A1.01.A.8 of EXHIBIT A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The report must be concurred in by the Agency**.

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 **and approved by the Agency**, 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.

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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:
    a. Provide an environmental report as defined at 7 CFR 1794 and RUS Bulletin 1794a-602 or other Agency approved format. The environmental report must be concurred in by the Agency.

15. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within 3 days of the Effective Date and review it with Owner. Within 30 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 any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.~~ **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 120 days of receipt of Owner's and Agency'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 **and concurrence by the Agency** 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 **and Agency** 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

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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.

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. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None.

10. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 30 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 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.

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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; 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: None. **The Engineer shall identify the building codes and accessibility standards used**

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in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, 1 copy each 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 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 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 3 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that 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 comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**

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 **and all final design phase deliverables have been accepted by Owner.**

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

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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. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible**.

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.~~ **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. 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: None. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

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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):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

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.

4. *Pre-Construction Conference:* Participate in **and chair** 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.

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

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

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c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**

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

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Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions 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. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**

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

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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 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.~~ **Receive from contractor and review the annotated record documents which are to be assembled by contractor in accordance with the Construction Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

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.

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24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.

    a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

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 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.

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3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None.

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 **not including preparation of the Environmental Report defined under Basic Services**; 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, **but only if the Owner's request is made after completion of the Study and Report Phase**.

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;

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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

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.

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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. [**Deleted**].

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.

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.

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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.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equal" 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.

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.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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.

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3. Utility and topographic mapping and surveys.

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.

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.

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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 constructibility 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: None.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

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 **$990,000.00** based on the following estimated distribution of compensation:

a.	Study and Report Phase	$42,000.00
b.	Preliminary Design Phase	$475,900.00
c.	Final Design Phase	$316,200.00
d.	Bidding and Negotiating Phase	$46,400.00
e.	Construction Phase	$103,500.00
f.	Post-Construction Phase	$6,000.00

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 **and Agency**.

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: None.

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.

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B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted WITH CONCURRENCE OF THE OWNER AND AGENCY.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative 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 **$436,800.00** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 325 work day construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C. The total compensation under this paragraph is estimated to be **$40,950.00.**

2. 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; subsistence and transportation of Resident Project Representative and assistants; 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. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of March 13) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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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 0%.

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. *Estimated Compensation Amounts*:

   a. 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.

   b. 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 **and Agency** 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 Engineer's services during 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.

4. 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 **no** cost.

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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.

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 0%.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of March 13) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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 0%.

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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 **no** cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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:

Mileage (auto)		$ 0.45/mile
Meals and Lodging		at cost

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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:

Senior Project Engineer	**$196.00/hour**
Project Engineer IV	**211.00/hour**
Project Engineer III	**154.00/hour**
Project Engineer II	**120.00/hour**
Project Engineer I	**109.00/hour**
Manager of Technicians	**95.00/hour**
Engineering Technician III	**80.00/hour**
Engineering Technician II	**77.00/hour**
Engineering Technician I	**67.00/hour**
Administrative Technician I	**62.00/hour**
Resident Project Representative III	**168.00/hour**
Resident Project Representative II	**131.00/hour**
Resident Project Representative I	**94.00/hour**

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following Agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) 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 the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any 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. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. [**deleted**]

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
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.

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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:~~ _____

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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: $500,00.00
2) Bodily injury by disease, each employee: $500,00.00
3) Bodily injury/disease, aggregate: $500,00.00

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000.00
2) General Aggregate: $2,000,000.00

d. Excess or Umbrella Liability --

1) Per Occurrence: $5,000,000.00
2) General Aggregate: $5,000,000.00

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000.00

f. Professional Liability –

1) Each Claim Made $1,000,000.00
2) Annual Aggregate $2,000,000.00

g. Other (specify): N/A

2. By Owner:

~~a. Workers' Compensation: Statutory~~

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~~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.~~ ~~[ ]~~
~~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.

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This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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 agreed to by 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.

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***[insert the name of a specified arbitration service or organization here]*** rules effective at the Effective Date, subject to the conditions stated below. This Agreement to arbitrate and any other Agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***[specified arbitration service or organization]***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $[ ] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than $[ ] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than $[ ] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of~~

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~~the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

4. ~~The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~

5. ~~If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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This is **EXHIBIT I,** consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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 byLaws 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.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

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:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

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): _____

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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:
_____	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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bakertilly
MUNICIPAL ADVISORS

now joined with
Springsted and Umbaugh

October 18, 2019

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

County Commissioners
Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47902

Re: Tippecanoe County (Indiana) – Proposed Municipal Advisory and Accounting Services – Preliminary Wastewater Analysis, Rate Study and Financing

Dear Commissioners:

Thank you for requesting that Baker Tilly Municipal Advisors, LLC (the "Firm") provide to Tippecanoe County, Indiana (the "Client") those services more fully set forth in Exhibit A hereto (the "Services").

Fees and Costs
Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit B, for the time expended, a fixed amount or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement.

Disclosure of Conflicts of Interest with Various Forms of Compensation
The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures
Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination
Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, the scope of services provided in Exhibit A will terminate 60 days after completion of the services in each Article.

Accountants' Opinion
In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A and Exhibit D. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist.

However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees to indemnify and hold us harmless for any liability and all reasonable costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

E-Verify Program

The Firm participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Firm does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

The Firm certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* the Firm is not now engaged in investment activities in Iran. The Firm understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, the Firm and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

Anti-Nepotism
The Firm is aware of the provisions under IC 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

Telephone Solicitation Act Compliance
The Firm certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that the Firm will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. The Firm further certifies that any affiliate or principal of the Firm and any agent acting on behalf of the Firm or on behalf of any affiliate or principal of the Firm, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

Municipal Advisor Registration
The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision
The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Indianapolis, Indiana, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Indianapolis, Indiana.

Other Financial Industry Activities and Affiliations
Baker Tilly Investment Services, LLC ("BTIS") is an affiliate of the Firm. BTIS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of the Firm.

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP ("Umbaugh") effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm ("Umbaugh/Baker Tilly Combination"). Baker Tilly Virchow Krause, LLP also effected a business combination with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, that became effective April 1, 2019. The municipal advisory business unit of Baker Tilly Virchow Krause together with Umbaugh and Springsted have formed and are operating as a wholly-owned subsidiary doing business as Baker Tilly Municipal Advisors, LLC.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and Tippecanoe County, Indiana.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: Deen C. Rogers
Deen C. Rogers, Partner

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Tippecanoe County, Indiana

Date: _____ By: _____

Printed: _____

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2019 Baker Tilly Municipal Advisors, LLC

Exhibit A

Services Provided

Scope of Services

The Firm agrees to furnish and perform the following services to determine the financial feasibility of various construction projects under consideration.

Article I. **Preliminary Financial Plan for Project (Municipal Advisory Services and Compilation Accounting Services)**

A. Review and discuss the project scope with engineers

B. Consider the new revenue requirements (O&M, debt service, etc.)

C. Estimate the user flow and loading (in conjunction with engineers)

D. Analyze alternative revenue sources to apply to the project to reduce user fees

E. Estimate the approximate monthly user rates, with alternatives by project funding source

Scope of Services (If requested)

The Firm agrees to furnish and perform the following services with respect to the Client's proposed construction of a new improvement project (the "Project") to be financed through grants offered by Rural Development ("RD"), a proposed Rural Development bond issue (the "Bonds"), and other potential sources.

Article II. **Rate Study and Bond Issue (Municipal Advisory Services and Preparation Accounting Services)**

A. Prepare an analysis of anticipated operation and maintenance expenses and equipment replacement costs for the Client.

B. Recommend to the Client the annual fund requirements anticipated to meet the operation and maintenance costs (as estimated by the consulting engineers and management), estimated replacement cost requirements, and estimated debt service requirements.

C. Obtain information from the Client's consulting engineers, attorneys, and officials in order to estimate land, contingencies, engineering and inspection costs, legal and accounting costs, administrative and other costs in connection with the Project, and estimate the amount of required funding for the Project.

D. Prepare proposed bond amortization and retirement schedules for approval of the Client.

E. Prepare a comprehensive consumer study of water usage billings for a recent twelve (12) month period and/or conduct an on-site survey of potential users who are not served by a central water system in order to estimate the volume of water flow billed to the various user classes during the twelve (12) month test period.

F. Confer with the Client's consulting engineers in analyzing the engineers' survey of any industrial users and other large users in order to estimate expected annual water flow.

G. Conduct a detailed Cost of Service study which identifies estimated costs in order to develop functional expenses and a rate system which will be designed to generate revenues proportionally to the costs of providing services to each of the user classes.

Exhibit A

Services Provided (cont'd)

H. Based on the estimated allocated costs and the estimated customer usage statistics, calculate suggested rates based on the cost of providing service.

I. Prepare and furnish a preparation accounting report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

J. Provide financial information to the Client's attorneys for their use in preparing the bond ordinance and resolution.

K. Make recommendations to the Client and/or the Client's attorney regarding technical language and the drafting of rate and use ordinances.

L. Meet, as needed, with the Client to explain the results of the Firm's studies.

M. Attend a public hearing in conjunction with the adoption of the new rates and charges and explain the Firm's studies to those in attendance.

N. Assist with the preparation of such financial information as is customarily required by the RD for the funding of similar projects including RD Form 442-3, RD Form 442-7 and any other prescribed forms.

Article III. **Other Accounting Services** (only if needed, necessary, and authorized)

A. Assist in the design and implementation of an accounting system expected to meet the reporting requirements of RD, Indiana State Board of Accounts, and statutory requirements.

B. Assist in the development of a Management Plan.

C. Provide training on a new billing system and assist in the start-up of the billing and accounting system.

Scope of Services (If requested)

The Firm agrees to furnish and perform the following Services with respect to the rate study and the issuance of the revenue bond issue (the "Bonds") through the Indiana State Revolving Fund ("SRF") for the proposed improvement project (the "Project").

BOND ISSUE

Article IV. **Financial Planning (Municipal Advisory Services)**

A. Confer, as deemed appropriate, with representatives of the State Budget Agency and the Indiana Department of Environment Management ("IDEM").

B. Prepare a written report for submission by the Client to the Indiana Finance Authority ("IFA") and/or SRF as a part of the Client's documentation of its compliance with loan conditions.

C. Recommend a financial plan or plans in connection with the funding of such improvements in light of market conditions for tax-exempt bonds, availability of funds from IFA and/or SRF and other considerations.

Exhibit A

Services Provided (cont'd)

D. Suggest for consideration of the Client, sources of financing the Project including such sources as available funds on hand, customer contributions, revenue bonds or other sources.

E. Suggest terms and conditions of borrowing such as redemption privileges, maximum interest rates, allocation of net revenue to funds and debt service reserve requirements.

F. Meet, as needed, with the officials of the Client to discuss findings and recommendations.

G. Provide financial information to the Client's attorney for preparation of resolutions and ordinances.

H. Provide a bond amortization schedule resulting from the sale of the Bonds.

I. After the sale of the Bonds, advise the Client on the establishment of accounts and account balances in order to comply with the requirements of the Bond Ordinance and provide a schedule of monthly transfers to the new Bond and Interest Account.

Article V. **State Revolving Fund (SRF) Application (Municipal Advisory Services and Compilation Accounting Services)**

A. Assist with the preparation of the financial portions of the application to the SRF disclosing technical date, information and schedules concerning the Bonds and the Client needed by the SRF.

B. Issue an accounting report in connection with the issuance of the Bonds compiling a projection of debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be prepared in accordance with standards established by the American Institute of Certified Public Accountants for inclusion in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.

C. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.

D. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.

E. Make recommendations to the Client for options to finance non-eligible project costs.

F. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

Exhibit A

Services Provided (cont'd)

Article VI. Sale of Bonds (Municipal Advisory Services)

The offer and sale of the Bonds shall be made by the Client, at the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof. The Client agrees that the Firm's compensation hereunder shall be due and payable upon delivery of the SRF Financial Due Diligence materials by the Firm to the Client or the distribution thereof on its behalf regardless of whether the Bonds are sold by the Client.

Article VII. Multi-Year Capital Asset Financial Planning (Municipal Advisory and Preparation Accounting Services)

A. Using projected financial information developed as part of services provided under Article IV, prepare a future multi-year financial model (the "Model") covering a period established by the Client (the "Projected Period").

B. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Projected Period (the "Minimum Balance Requirements") that are consistent with legal requirements as well as good business practices.

C. Assist the Client with the development of assumptions regarding changes to revenue during the Projected Period derived from changes to the customer base, taking into account:

1. Prediction of customer growth.
2. Trending in system utilization, particularly for customers in the Industrial user class.

D. Assist the Client with the development of estimates of operating expenses for the Projected Period using:

1. Data generated as part of the services provided under Article IV.
2. Changes due to inflation that may have an impact during the Projected Period.
3. Other increases or decreases in costs due to factors that may materialize during the Projected Period.

E. Analyze the impact of debt service payments on the financial results of the Utility taking into account:

1. Existing annual debt service payments by debt issue.
2. The potential impact of refinancing and/or restructuring existing debt.
3. The potential impact of issuance of new debt.

F. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Projected Period, and develop potential funding plans for capital taking into consideration:

1. Scenarios developed for cash funding and debt financing.
2. Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.

Exhibit A

Services Provided (cont'd)

G. Using the data generated from services defined in Article VII, C, D, E and F above, create inputs for the Model to produce estimated cash and investment fund balances. Analyze the resulting cash and investment balances occurring during the Projected Period to the Minimum Balance Requirements; and,

   1. Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.

   2. Identify actions the Client may need to implement to keep in compliance with their Minimum Balance Requirements including, but not limited to, implementing adjustments to rates and charges.

H. Verify billing follows adopted rate ordinance by pulling sample bills for each user class, as well as the Utility's ten largest users.

I. Meet with officials of the Client to discuss findings and recommendations.

J. Furnish a financial report summarizing the results of the Asset Management study.

Exhibit B

Fees

The Firm's fees for services set forth in Exhibit A will be:

	Service	Fees
Article I	Preliminary Financial Plan for Project	$5,000
Articles II-III	Rate Study and Bond Issue and Other Accounting Services	$35,000
Articles IV-VI	Financial Planning, State Revolving Fund (SRF) Application and Sale of Bonds	$40,000
Article VII	Multi-Year Capital Asset Financial Planning	Time & Expense*

*The Firm's fees will be billed at the Firm's standard billing rates based on the actual time and expenses incurred.

Standard Hourly Rates by Job Classification
1/1/2019

Partners / Principals / Directors	$240.00	to	$550.00
Managers	$200.00	to	$325.00
Senior Consultants	$150.00	to	$250.00
Consultants	$135.00	to	$200.00
Municipal Bond Disclosure Specialists	$120.00	to	$190.00
Support Personnel	$110.00	to	$150.00
Interns	$90.00	to	$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Exhibit C

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

   The fees due under this Agreement are based on hourly fees of the Firm's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

II. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

Exhibit C

Disclosure Statement of Municipal Advisor (cont'd)

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm sets out below the required information.

I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).

II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.

III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

Exhibit D

Compilation, Preparation and Projection Accounting Services

Compilation of Historical Financial Statements

Our Responsibilities:

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America or the cash basis of accounting based on information provided by you.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct,* including the ethical principles of integrity, objectivity, professional competence, and due care when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We in our sole professional judgement, reserve the right to refuse any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities:

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America or with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the cash basis of accounting or accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2. The preparation and fair presentation of financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.

3. The election to omit substantially all disclosures normally included in the financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.

Exhibit D

Compilation, Preparation and Projection Accounting Services (cont'd)

4. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.

5. The prevention and detection of fraud.

6. To ensure that the Client complies with the laws and regulations applicable to its activities.

7. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

8. To provide us with –

    - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

    - additional information that we may request from you for the purpose of the compilation engagement.

    - unrestricted access to persons within the Client of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our compilation of your financial statements. You are also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report:

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Exhibit D

Compilation, Preparation and Projection Accounting Services (cont'd)

Preparation Accounting Services

Our Responsibilities:

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America or the cash basis of accounting based on information provided by you. We will conduct our preparation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct,* including the ethical principles of integrity, objectivity, professional competence, and due care when performing the bookkeeping services or preparing financial statements.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We in our sole professional judgement, reserve the right to refuse any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities:

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America or in accordance with the cash basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of the cash basis of accounting or accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2. The election to omit substantially all disclosures normally included in the financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.

3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.

4. The prevention and detection of fraud.

5. To ensure that the Client complies with the laws and regulations applicable to its activities.

Exhibit D

Compilation, Preparation and Projection Accounting Services (cont'd)

6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

7. To provide us with –

    - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

    - additional information that we may request from you for the purpose of the preparation engagement.

    - unrestricted access to persons within the Client of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

The financial statements may not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Our Report:

As part of our engagement, we may issue a report that will state that we did not audit, review or compile the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the preparation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Compilation of a Projection Accounting Services

We will compile, in accordance with attestation standards established by the American Institute of Certified Public Accountants, from information management provides, the projected operating revenues, cash operation and maintenance expenses, non-operating revenues, and debt service coverage or projected operating receipts, operation and maintenance disbursements, non-operating receipts and debt service coverage, and summaries of significant assumptions and accounting policies of the Client. A compilation is limited to presenting, in the form of projected financial statements, information that is the representation of management. We will not examine the projected financial statements and therefore, will not express any form of assurance on the achievability of the projection or reasonableness of the underlying assumptions.

A compilation of a financial projection involves assembling the projection based on management's assumptions and performing certain other procedures with respect to the projection without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial projection, we will not issue a report on it as a result of this engagement.

A financial projection presents, to the best of management's knowledge and belief, the Client's expected operating revenues, cash operating expenses, non-operating revenues and debt service coverage or operation receipts, operating disbursements, non-operating revenues and debt service coverage for the projection period assuming the construction and financing of the proposed improvement projects. It is based on management's assumptions, reflecting conditions it expects would exist and courses of action it expects would be taken during the projection period assuming management's assumptions concerning future events and circumstances.

Exhibit D

Compilation, Preparation and Projection Accounting Services (cont'd)

Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results.

Even if the Client construction and financing of the proposed improvement projects were to occur, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

In order for us to complete this engagement, management must provide assumptions that are appropriate for the projection. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the projection.

We understand that the projection and our report thereon will be used only for presentation to the Indiana State Revolving Program or other designated entities. If management intends to reproduce the projection and our report thereon, they must be reproduced in their entirety, and both the first and subsequent corrected drafts of the document containing the projection and any accompanying material must be submitted to us for approval.

We will assist in preparing the above-described projection of debt service coverage and summaries of significant assumptions and accounting policies of the Client based on information provided by you. The preparation of a financial projection involves the computer processing of, and the mathematical and other clerical functions related to, the presentation of the projection, which is based on management's assumptions. The other services are limited to the preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the projection preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience evaluate the adequacy and results of the services; and accept responsibility for them.

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1791
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: Enter on "July" sheet Jurisdiction: Enter on "July" sheet Date: 16-Jul to ##### 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police	**These devices will be inspected by the State Divisic**			
Vehicle - State Inspection	**These devices will be inspected by the State Divisic**			
Vehicle - City or County	**Devices inspected by local inspector w/Service Age**			
Railroad Scales	**Scales used for weighing railcars**			
Belt Conveyor Scales	**Conveyor belt system scales that weigh in motion**			
Livestock Scales	**Commercial Devices (Legal for Trade)**			
Portable & Dormant Scales	**Bench Scales, Scales on Wheels, Floor Scales, etc**			
Hopper Scales	**Bulk Weighers for Grain, Fertilizer, Asphalt, etc.**			
Computing Scales	**Scale that calculates sale price based on price/pou**			
Suspension Scales	**Legal for Trade hanging scales**			
Prescription Scales	**Legal for Trade pharmacy scales**			
Gram Scales	**Scales for Grain, non compounding, Gold/Silver, et**			
Non-Commercial Scales	**4-H, Wrestling, W.I.C., Health Clinic/Doctor/Hospita**			
MEASURING DEVICES				
LPG Meters	**These devices will be inspected by the State Divisic**			
CNG Meters	**These devices will be inspected by the State Divisic**			
Vehicle Truck Meters	**Truck mounted meters for bulk deliveries**			
Gasoline, Kerosene, Diesel Tests	**Retail fuel dispensers**			
High Flow Diesel Tests	**High Flow Diesel dispensers**			
Mass Flow Meters	**Meters that determine liquid mass by flow rate**			
Taxi Meters	**Taxi Cab Meters measuring time and/or distance**			
Timing Devices	**Devices tested using a Certified Stopwatch**			
CALIBRATIONS AND TESTS				
Commercial Weights	**Weights used with Beam or Equal Arm Scales**			
Prescription Weights	**Weights used with Double Pan Prescription Balanc**			
Wheel Weighers	**These devices will be inspected by the State Divisic**			
Test Weights	**These devices will be inspected by the State Divisic**			

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Type to enter data - Double click to edit and/or add additional comments.

Liquid Measures	**These devices will be inspected by the State Divisic**
Linear Measures	**Metal Rules or Metal End-Capped Wood Rules**
Miscellaneous	
OTHER ACTIVITIES	
Packages Checked	
Packages Controlled	
LP Gas Cylinders	**LP Cylinder Exchange Locations**
Octane samples	**These devices will be inspected by the State Divisic**
Measuregraphs	**Fabric Stores-Requires Certified Measuregraph Tap**
Misc. Determinations	
GRAND TOTAL	

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INDIANA
A State that Works

Inspector: Jurisdiction: Date: 16-Jun to 15-Jul 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

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	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
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High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

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Inspector: Jurisdiction: Date: ##### to ##### 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

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INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe Co. Date: ##### to 15-Oct 2019

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	2			2
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	6			6
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	535			535
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

BestWay Disposal - Keiser Farm

Wrede Rocks - Got Brick

Meijer - Franciscian Health

Friendly Market Valero-Casey 25-Circle K 2410-Speed
Payless Greenbush-Quick Pantry Shell-Lafa Square B
GoLo Teal-Friendly Market Marathon-Fred's Mini Mark
Circle K Ferry-Supertest 52&38-JB Battlefield-Amerima
Newton Oil (3)-Family Express 3360-Romney Maratho
Quick Pantry-BradyVP-Smart Shop-Quick Pantry Mara
Friendly Market South St.

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	545			545

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1791
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: Jurisdiction: Date: 16-Oct to ##### 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

WEIGHTS AND MEASURES MONTHLY REPORT

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INDIANA
A State that Works

Inspector: Jurisdiction: Date: ##### to ##### 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

WEIGHTS AND MEASURES MONTHLY REPORT

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INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe Date: 16-Jan 2020 to 15-Feb 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	1			1
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales	50			50
Suspension Scales	12			12
Prescription Scales	3			3
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights	64			64
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Driscol Enterprise (Formerly James and James)

(1 Royal Grill) (12 @ Fresh Thyme) (2 @ Honey Bakec
(37 @ MeijerWL) (12 @ Needlers) (23 @ Payless Map
(Needlers ESTIMATE ONLY Courtesy request)
(1 @ Needlers RX) (2 @ Payless Maple Point)

(37 @ Needlers RX) (27 @ Payless Maple Point)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	200			200
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	330			330

(50 @ Meijer WL)(50 @ Needlers) (50 @ Payless Map (50 @ Fresh Thyme)

WEIGHTS AND MEASURES MONTHLY REPORT

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Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe County Date: 16-Jan to 15-Feb 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	3			3
Hopper Scales				
Computing Scales	274	3		277
Suspension Scales	12			12
Prescription Scales	12			12
Gram Scales	2			2
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights	11			11
Prescription Weights	68			68
Wheel Weighers				
Test Weights	20			20

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Comp: Payless WL(47) - Target (26) - Golden Corral (1) - In S
Arni's (3) - Meijer(43) - Walmart WL (42) - Sam's Club
KA Packing (1) - GFS (1) - Walmart 26E (47) - Aldi (5)
JL Hufford (1) - Kroger Beck (25) - Payless MP (6)
Sunspot (2) - DNR (5) - Fuel (1) - McCord (1) - KK (2)
City Foods (1) - Buckles (1) - Aqua World (1) - LaAldea
Oasis (2) - Hana (2) - RDM Shrimp (3) - Walmart WL R

P&D: Ace Hdwr (1) - Happy Camper (1) - Uhaul (1)

Susp: Ace Hdwr (1) - Meijer (3) - Walmart 26E (1) - Inside Sc
Kroger Beck (2 Estimation) - Ace Beck (1) - Sunspot (3

Rx: Payless WL(2) - Target (1) - CVS Shenandoah (2)
Meijer (1) - Meijer WL (1) - Walmart WL (1)- Sams Cub
Walmart 26E (1) - Kroger Beck (1) - Walgreens Beck (1

Gram: Rogers&Holland (1) - Otterbein WW (1) -

CW: Ace Hdwr (4) - Happy Camper (4) - Uhaul (3)
PW: Target (13) - CVS (24) - Meijer (1)- Walmart WL (14)
Sam's Club (2) - Walmart 26E (12) - Kroger Beck (1)
Walgreens Beck (1) -

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	402	3		405

TW: Otterbein Waste Water (20)

WEIGHTS AND MEASURES MONTHLY REPORT

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www.in.gov

INDIANA
A State that Works

Inspector: Jurisdiction: Date: 16-Feb to 15-Mar 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

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Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: Jurisdiction: Date: 16-Mar to 15-Apr 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

WEIGHTS AND MEASURES MONTHLY REPORT

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www.in.gov

INDIANA
A State that Works

Inspector: Jurisdiction: Date: 16-Apr to ##### 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

WEIGHTS AND MEASURES MONTHLY REPORT

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Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: Jurisdiction: Date: ##### to 15-Jun 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales				
Hopper Scales				
Computing Scales				
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests				
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL				

INDIANA STATE DEPARTMENT OF HEALTH
DIVISION OF WEIGHTS & MEASURES
ANNUAL REPORT

Inspector:
Jurisdiction:

Date Start: 16-Jun Year: 2017

Date End: 15-Jun Year: 2020

INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	3			3
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	5			5
Hopper Scales				
Computing Scales	330	3		333
Suspension Scales	24			24
Prescription Scales	15			15
Gram Scales	2			2
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	535			535
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights	11			11
Prescription Weights	132			132
Wheel Weighers				
Test Weights	20			20
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	200			200
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	1277	3		1280

SDH 56-005
State Form 37619 (R4/95)

ANNUAL REPORT - CONTINUED

Inspector:
Jurisdiction:

Date Start: 16-Jun Year: 2017

Date End: 15-Jun Year: 2020

Warnings: _____
Fines: _____
Fines Paid: _____

Motor Fuel Stop Sale Orders: _____
Compliance Letters: _____

STATE OF INDIANA

COUNTY: _____

I certify that this report is a true and correct account of all inspections made by me during this year 16-Jun2017 to 15-Jun2020

DATE:
INSPECTOR:

bscribed and sworn to before me, t_____day of _____2020

ommission Expiration Date:

_____
Notary Public

_____
County of Residen

SDH 56-005
State Form 37619 (R4/95)

Wabash River Heritage Corridor Commission

Pres. – Steve Eberly V. Pres. – Dave Hacker
Treasurer – Robert Shepherd Secretary – Dale Brier

March 4, 2020 1:00 pm
Please note this is one week earlier than usual
Turkey Run State Park Inn
8102 East Park Rd. Marshall, IN, 47859

Meeting Agenda

Call to Order, Introductions, Announce Proxies, Open Agenda

Review and Approval of January 8, 2020 Minutes

Comments from Visitors or Guests

Retreat Review

DNR Finance Report (Dale Brier)

Treasurer Report (Bob Shepherd)

Committee Reports
- River Road (Steve Eberly)

Old Business
- River Curriculum
- Sponsorship Guidelines
- Previous Funding Requests
  - 2020 Wabash Riverfest - Tippecanoe
  - De-Trash the Wabash Event - Tippecanoe

New Business
- New funding requests
  - Wonderful Wabash – Posey County
  - Peddle, Paddle, Play – Allen County

Announcements & General Reminders/Discussion
- November WRHCC Meeting & Veteran's Day
- Other county or special event announcements, Festival dates for next year, etc.
- Final comments by Commission members, alternates, and guests

Next Meeting: May 13, 2020 at 1:00 pm.
Vigo County

If you anticipate needing a reasonable modification under the ADA to participate or have questions concerning access at the meeting locations, please contact Ric Edwards, DNR ADA/Safety Director, at REdwards@dnr,.IN.gov or 317-232-4145.

Wabash River Heritage Corridor Commission

Pres. – Steve Eberly V. Pres. – Dave Hacker
Treasurer – Robert Shepherd Secretary – Dale Brier

January 8, 2020 1:00 pm
Fort Harrison State Park Inn
5830 N Post Rd, Indianapolis, IN

Attendance

Voting Members Present:
Allen County – Kyle Quandt
Carroll County – George Mears
Cass County – Arin Shaver
Fountain County – Timothy Shumaker (alt)
Gibson County – Bill Knowles
Huntington County – Dave Hacker
Knox County - Rama Sobhani
Miami County – Ken Einselen
Parke County - Penny Cox
Posey County - Marianna Weinzapfel (proxy)
Sullivan County - John Gettinger
Tippecanoe County - Jim Andrews
Vermillion County - Les Zimmerman (alt)
Vigo County - Brendan Kearns
Wabash County – Michael Beauchamp
Warren County - Steve Eberly
Wells County - Douglas Sundling
DNR – Dale Brier

Guests:
Allen Hurst - DNR Outdoor Recreation
Phil Cox - Parke County Alternate
Scott Chandler - INDOT
Stan Lambert - WREC
Vanessa Rainwater - Tippecanoe Co. Alt.

Counties not represented:
Adams County
Jay County

Meeting minutes

Call to Order, Introductions, Announce Proxies, Open Agenda
President Steve Eberly called the meeting to order at 1:03 pm. Dale Brier welcomed all members to the meeting and stated that there were no new members appointed. He added that the only change was that the primary and alternate for Allen County had switched, with Kyle Quandt now the primary appointee. Marianna Weinzapfel was acting as proxy for Posey County. No changes were made to the agenda.

Review and Approval of November 13, 2019 Minutes
Phil Cox noted a small error on the minutes. The word Purdue showed up as a separate line at the end of a paragraph. Dave Hacker motioned to accept the minutes with the noted correction. Ken Einselen seconded. Motion passed.

Comments from Visitors or Guests – No comments.

Finance Report
Brier handed out the current finance report (see attached). Brier stated that the Wabash revenue stream has normalized compared to the previous large revenue quarters. The current balance in the Wabash River Heritage Corridor Fund (WRHCF) is $207,341.

As had been discussed previously, Brendan Kearns asked if there was going to be a presentation on how the revenue works in the near future. Brier answered that he has reached out to the DNR Division of Oil & Gas and their director will present on the topic when a date and location makes it possible to do so.

Treasurer Report – No report.

Committee Reports
River Road- Rainwater reported that she and Eberly had a meeting with Tippecanoe County Tourism. The County is hopeful that it may be able to create, host, and maintain the River Road webpage content. The County is currently looking to see if they have the appropriate staff capability to manage it.

Eberly then gave a quick history on the project, noting that it was at a standstill due to having no one to create the page for them, as the state contract option would have been far too expensive. He added that to keep it manageable for Tippecanoe County, the plan is to start at a very high level with destinations and sites, and work downward in scope if able. Eberly noted that this would depend on the counties providing the data and information as needed.

Arin Shaver asked if Indiana Tourism would link to the River Road Project if it were created. Brier responded in the affirmative. Kearns asked would the River Road Project be on the Wabash Commission Page. Brier responded in the negative, stating that the state is unable due to private business advertisements and listings that would be present on the project.

Old Business

River Curriculum – Eberly reported that the commission has two templates for river curriculums, the 4-H program, and the program that Allen County utilizes which Quandt provided. Quandt noted the Allen County program is being updated to ensure state requirements are being met. Allen County is working with area schools and uses the curriculum for after school programs.

After verifying the curriculum as a retreat topic, Hacker asked Phil Cox if he had reached out to Rod Williams from Purdue. Phil Cox responded that he had, and read an email

from Williams expressing delight in attending and presenting on the Nature of Teaching and the potential of a river curriculum at the Wabash March retreat.
Phil Cox brought up the retreat schedule and asked when the presentation would be held. Shaver inquired who was running the curriculum meeting. Phil Cox answered that Williams was simply presenting and helping to brainstorm. Based on the help Williams would provide, Brier suggested scheduling the river curriculum topic for Wednesday morning. Shaver agreed adding that the presentation will set them up nicely for the meeting and Williams could join in at his leisure.

Hacker stated that, historically, the commission would pay for guest speakers lodging, and suggested the commission do the same for Williams. The commission was agreeable.

Eberly asked if this curriculum would be aimed for structured schools or 4-H curriculums. Shaver responded it should be for both. Eberly then asked if counties should invite county educators. The commission agreed it is too soon for those invitations.

2020 Appointments – Brier discussed the appointments during the introductions and asked if there were any questions. There were none.

2020 Retreat – Having already discussed the river curriculum topic, Hacker noted the sponsorship guideline topic should be discussed in the morning workshop.

Shaver stated they will need a presenter for Tuesday night, and asked about the Healthy River Initiative or the Aurora Bend presentation Kearns discussed at the previous meeting. Brier said he would reach out to Ben Miller to do a HRI presentation, and Kearns can be a backup if needed with the Aurora Bend presentation.

Indiana Ethics Refresher Compliance – Brier asked if any of the members had not yet taken the ethics refresher. Eberly and Gettinger responded that they had not. Brier reminded them to do it.

Previous Funding Requests

- Bluffton Health and Wellness Series- Event information had been presented at the last meeting, and the request was for $1,000. Shaver motioned to sponsor to event, and Hacker seconded. Motion passed.

New Business

New Funding Requests

- **2020 Wabash Riverfest**- Stan Lambert presented the request, the event is scheduled for July 11, on behalf of the Wabash River Enhancement Corporation. The event has been ongoing since 2009, draws upwards of 10k -15k people, and involves both Lafayette and West Lafayette. There are many activities, races, educational booths and they get people out on the river. The request is for $1,000 to help offset some costs.

- **De-Trash the Wabash**- Rainwater presented the request, scheduled for April 25, on behalf of Tippecanoe County Partnership for Water Quality. Twice a year, Tippecanoe County brings together over 100 volunteers to gather trash out of the Wabash. The request is for $1,000 to help pay for trash bags, gloves, and equipment used.

2020 Officer Elections – Brier noted that in previous election cycles a nominating committee, headed by Bob Shepherd, would reach out to potential officers. He asked Eberly and Hacker if Shepherd had reached out asking them if they would like to continue in their previous positions. Eberly noted that Shepherd had, and both officers were willing to serve again. Brier then opened it up asking if any other members would like to nominate anyone for the president or vice president positions. No one volunteered.

Douglas Sundling motioned to elect Eberly as president and Hacker as vice president. Jim Andrews seconded. Eberly and Hacker were unanimously re-elected as president and vice president respectively.

Announcements & General Reminders/Discussion

Marianna Weinzapfel confirmed that Posey County would host the commission on September 9, 2020 in New Harmonie.

Final comments by Commission members, alternates, and guests

Fish Kill- Kearns reported on a fish kill that had happened on October 28, 2019 in Terre Haute. When building a new wastewater station and digging up the ground, toxic materials were pushed into retention ponds. This lead to the deaths of thousands of fish. Kearns noted the issue did not get the attention is deserved.

Kearns said he has been reaching out to IDEM to be kept in the loop on the fish kill, and is waiting to receive their report. He wanted to let the WHRCC know about the fish kill as it happened in waters near the Wabash. Kearns noted his disappointment with the handling of the fish kill. Les Zimmerman asked if the disappointment was due to IDEM or the Terre Haute administration. Kearns responded Terre Haute was the one who handled it poorly, noting he personally received many tips about the severity of the incident. One tip was that an employee sent out for cleanup had passed out from the toxic vapors present.

Kearns added that due to industry, not just present, but also historic industry, that many toxic materials may lay buried in land near the Wabash. He recalled a previous incident of tar seeping in the Wabash River, resulting in an EPA mitigation project. He warned that members should be cognizant of potential incidents when construction projects dig up these types of industrial locations.

Lastly, Kearns noted that the mayors' claims of only Asian Carp were killed was incorrect, and that many game fish were killed too. He reported dead fish filled thirty 55-

gallon barrels. There are currently three or four firms with quotes to come in and clean up the water.

Illegal Dumping- On the similar environmental topic, Michael Beauchamp shared an incident from Wabash County. He reported that he received a report of illegal dumping of chemical-filled 55-gallon barrels was occurring in their county. The incidents were ongoing during night when the river is flooded. Based on the report, Beauchamp reached out to NRCS for advice on who to contact, who informed him to call his local conservation officer to have it investigated.

They did not contact IDEM on this dumping, as from the initial report, IDEM was identified as being friendly to business, and there is no point in contacting them. Beauchamp heard that IDEM gives companies a heads up when a surprise inspection is going to take place. He noted that it is discouraging when the commission and groups are doing so much for the health and life of the river, to hear stories of illegal dumping and fish kills. He asked for suggestions on where else he should to take the reports of illegal dumping.

Montezuma Bridge Project- Zimmerman reported on the status of the Wabash Grant project in Vermillion County. He said that it is currently on hold due to the hopes they can also utilize Next Level Trails grant funding to increase the projects scope. They did not wish to duplicate regulatory inspection costs should they be successful in securing the NLT grant monies. He reported that the Vermillion Trails Alliance is working very hard on the project and plans to make the most of it, and are exploring all their options.

New and Potential Trails- Eberly announced that the Lily funded initiative, Heartland Innovation Network, has an opportunity to work towards a trail structure. There is also enthusiasm about a five county plan to have a trail near the Wabash River. Eberly noted that everything is preliminary, and counties are looking to garner more funds for more robust planning. Beauchamp asked if this five-county trail planned to cross private property, and if so, how they would deal with it. Eberly said that it would. Stan Lambert followed up answering they would need to buy the land or attain easements. Beauchamp relayed that Wabash County is having issues building a six-mile trail due to private landowners who refuse to sell or offer easements. Zimmerman responded that trails are a generational thing and may take a long time to complete. He recommended building the pieces you can right now, and in time they would come together.

Zimmerman reported that at a Vermillion Trails Alliance meeting, the group River Scape presented a long-term idea to have a loop trail through Vermillion, Parke, and Vigo counties.

Kearns noted that River Scape, of which he is a member, is breaking ground on the $8.3 million project in the Wabashiki Wetlands. The project is a 10-foot wide boardwalk along US-40 in Terre Haute.

Retreat- Shaver asked Brier if he would send out details for getting a room for the retreat. Brier noted he is working on details and would inform the commission when they became known. He added that he is trying to get the entire lodging and food expenses onto one bill. Phil Cox asked if there would be a special state rate, and how it would work for the speaker Rod Williams. Brier said the state rate is likely, and that Williams could be covered if he gets all lodging on to one bill. Otherwise, the commission would have to use funds from its Historic Forks fund to pay for Williams.

Bridge Signs for Water Trail Users- Quandt asked the commission what type of bridge signs other counties use, noting that Allen County uses a green sign. These signs let water trail users know what street they are passing. Brier said the he has many old WRHCC bridge signs he can give out for counties wanting them. Sundling said that he had reached out to the Wells Parks Department to contact Quandt to get an estimate for signs. Quandt reported that their office bought a sign printer, with the agreement they can use it for partner counties, and she can get the signs cheap. With the aforementioned WRHCC signs, it could be even cheaper. Brier offered to bring them to the retreat.

Beauchamp asked about the technicalities and permissions needed to display these signs on state bridges. Scott Chandler from INDOT said he would look into that and contact Brier with the answer, who in turn could inform the commission. Brier told the commission to get permission before putting up any sign on a bridge or along a road.

Quandt asked about the design and color of other counties, if they are the standard green similar to Allen County. Shaver answered that Cass County uses the WRHCC provided signs, which are white/yellow. Brier noted the WRHCC provided signs do not survive out in the sun very well. They fade fast, lasting maybe five years at most. Brier said he would reach out to the commission with a list of available signs and ask what signs they would like, and he will bring them to the retreat.

Adjournment

Eberly asked for a motion to adjourn. Tim Shumaker made a motion, and George Mears seconded. Motion passed, and the meeting adjourned at 2:17pm.

Next Meeting: March 4, 2020 at 1:00pm (one week earlier than normal)
Turkey Run State Park

48686 Wabash River Heritage Corridor Fund

FY20 as of
12/31/2019

Account	Description		Expense	Revenue
				$
431401	AD - Oil and Gas royalty along			126,708.13
510101	Payroll Salaries & Wages	$	3,608.15	
516003	Payroll Social Security	$	268.67	
517003	Payroll Perf St Pd Em COntr	$	108.24	
517005	Payroll PERF State Share	$	404.09	
518105	Anthem CDHP1	$	394.20	
518606	Payroll Life Insurance	$	5.38	
518796	Payroll Anthem Dental Trad	$	19.10	
518800	Anthem Vision	$	3.06	
518901	Payroll Employee Assistance	$	0.72	
519006	Payroll Long Term Disability	$	46.39	
519503	Payroll Def Comp - StateMatch	$	24.95	
519722	HSA Health Savings Acct 2	$	41.13	
541002	Mot Veh Ex - Gasoline	$	43.35	
546002	Off-Office Supplies	$	259.70	
571010	Grants - Cities			
571100	Grants - Counties			
595110	InState Travel - Mileage	$	1,429.56	
595180	InState Travel - Board Member	$	2,368.66	
599036	AdmOp-PostageMeter/Potage	$	249.24	
599116	AdmOp-Event Sponsor	$	2,750.00	
750007	Approp Tfr - OUT			

Total FY20 Expense To Date: $ 12,024.59

Fund Balance:		
7/1/2019		92,657
FY20 revenues		126,708
FY20 Expenses		12,025
balance as of 12/31/2019		**207,341**
DNR payroll	$	4,924.08
travel costs	$	3,798.22
sponsorships	$	2,750.00
operating	$	552.29
Grants	$	-
Total	**$**	**12,024.59**