

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF THE TOWN OF CHANDLER,)
INDIANA, FOR AUTHORITY AND APPROVAL)
TO:)

(1) INCREASE RATES AND CHARGES FOR)
WATER UTILITY SERVICE, INCLUDING)
APPROVAL OF NEW SCHEDULE(S) OF RATES)
AND CHARGES FOR WATER SERVICES; AND)

CAUSE NO. 46124

(2) ISSUE REVENUE BONDS, NOTES, OR)
OTHER OBLIGATIONS OF INDEBTEDNESS)

PETITIONER'S EXHIBIT NO. 2

Prepared Direct Testimony and Attachments of
Peter R. Wamsley
Water Resources Department Deputy Director for
Beam, Longest and Neff Egis Group

Sponsoring Petitioner's Attachment No. PRW-1

VERIFIED DIRECT TESTIMONY OF PETER WAMSLEY

1 **Q. Please state your name, employer, and business address.**

2 A. My name is Peter R. Wamsley, and I am the water resources department deputy director
3 at Beam, Longest and Neff Egis Group ("Egis"), an engineering consulting firm. My
4 business address is 8320 Craig Street, Indianapolis, Indiana 46250.

5 **Q. For whom are you testifying?**

6 A. I am testifying on behalf on the Town of Chandler, Indiana ("Petitioner").

7 **Q. Briefly describe your qualifications.**

8 A. I earned a Bachelor of Science in civil and environmental engineering and a Master of
9 Science in environmental engineering, both from the University of Dayton. I started my
10 career as an assistant project manager at Miller Valentine Construction in 2007. I then
11 worked as a water and wastewater designer for Ribway Engineering from 2009 to 2012. I
12 have worked for the past 11 years for Egis (formerly Beam, Longest and Neff) in the Water
13 Resources Department, serving as the deputy director of the department for the past year.
14 I have been a registered professional engineer in the state of Indiana since 2013. I have
15 been responsible for designing several water main projects for the Town of Chandler. I
16 have experience in designing and managing water utility projects across the state of
17 Indiana.

1 **Q. What is the purpose of your testimony?**

2 A. I am testifying in support of the Petitioner's request for authority to issue bonds and
3 increase rates for its proposed project. My testimony primarily focuses on the new water
4 infrastructure projects the Petitioner plans to undertake. The Petitioner retained Egis to
5 identify necessary improvements and extensions to its waterworks utility and to develop
6 preliminary cost estimates for these enhancements. Subsequently, the Petitioner hired
7 Egis to design and oversee the construction of these projects.

8 **Q. Please identify the attachments you will be sponsoring and for which you will be**
9 **providing testimony.**

10 A. Petitioner's Attachment PRW-1 is the Preliminary Engineering Report (PER) which
11 includes information regarding the proposed Telephone Road Relocation Project, South
12 State Street Project, Libbert Road Project, New Paradise Water Tank Project, and the South
13 Wellfield Expansion. The PER describes the proposed project locations, provides
14 background information regarding the current needs of Chandler's water system,
15 summarizes anticipated growth in the project area, evaluates alternatives for each project,
16 and estimates the project costs.

17 **Q. Were these attachments prepared by you or under your direction and supervision?**

18 A. Yes.

1 **Project Background**

2 **Q. Please describe the Petitioner's waterworks and the reasons for the proposed projects.**

3 A. The service area of the Petitioner's water utility extends well beyond the Town of
4 Chandler's boundaries, covering much of southwestern Warrick County, Indiana. It
5 stretches from the City of Evansville and Interstate 69 in the west, nearly reaching
6 Boonville in the east, and from about two miles north of Chandler to areas adjacent to the
7 Ohio River in the south. The area has seen significant residential and commercial growth
8 recently, especially in the western region. The Petitioner's witness, Tyler C. Kinder,
9 discusses some primary drivers of this growth. This upward trend is expected to continue.
10 Rapid development is taking place in Ohio Township, the primary location for the
11 proposed project. We are projecting an average annual growth rate of 2.0% over the next
12 20 years for water system planning, as noted in our report in Attachment PRW-1. To
13 accommodate this growth, the Petitioner's waterworks utility must expand its facilities'
14 capacities. Moreover, several portions of the Petitioner's distribution facilities are nearing
15 the end of their useful lives, requiring major rehabilitation or replacement.

16 **Q. Please describe the proposed project.**

17 A. The project involves the acquisition, construction, installation, and equipping of waterline
18 relocation improvements, a new water tank, and related waterworks improvements (the
19 "Project"). In particular, the Project will include five areas: (1) a Telephone Road waterline

1 relocation project, (2) a South State Street waterline relocation project, (3) a Libbert Road
2 waterline relocation project, (4) the new 1.5-Million gallon Paradise water tower, and (5)
3 purchasing land south of the existing water treatment plant for wellfield expansion.

4 **Telephone Road Relocation Project**

5 **Q. Please describe the Telephone Road Relocation Project.**

6 A. The Telephone Road Project entails relocating a water main due to road reconstruction
7 efforts. Warrick County is set to enhance Telephone Road by widening it and replacing
8 the existing pavement to accommodate two 12-foot travel lanes and two 6-foot bicycle
9 lanes, along with curbs and gutters. A 5-foot sidewalk flanked by a 3-foot green space will
10 also be installed on the road's south side. The project will span from the intersection of
11 Telephone Road and Bell Road eastward to the intersection with Fuquay Road, covering
12 approximately 1.44 miles in Ohio Township, Warrick County. Details about the main's
13 location and related assets are provided in Petitioner's Attachment PRW-1. Warrick
14 County, spearheading and driving the project, plans to start this road reconstruction in
15 2024 with funding from the Indiana Department of Transportation (INDOT). This timing
16 makes the project a priority for the water utility. Petitioner will need to relocate its water
17 main along Telephone Road beginning at Bell Road and continuing east until Fuquay
18 Road. As part of the relocation, Petitioner will replace the existing 6-inch water main with
19 an 8-inch PVC water main.

1 **Q. What is the expected cost of the Telephone Road Relocation Project?**

2 A. The estimated construction cost of this project is \$1,025,590, plus an additional \$317,900 in
3 non-construction costs for a total of \$1,343,490. Petitioner is responsible for the cost of the
4 relocation project. Attachment PRW-1 includes bid tabulations and non-construction cost
5 information.

6 **South State Street Project**

7 **Q. Please describe the South State Street Project.**

8 A. The project targets the replacement of the water main on South State Street, stretching
9 from Washington Street to Nancy Lane. It also includes replacing branch lines along
10 Cherry Street, Maple Street, Greenwood Road, and adding a new line on West Oak Street.
11 This initiative is crucial for updating obsolete infrastructure and enlarging the mains in
12 this segment of the system. Currently under design, construction is expected to start in
13 2026. The existing lines, which are 6-inch, 4-inch, and 2-inch cast iron and asbestos cement
14 lines, will be upgraded. The main line along South State Street will be replaced with an 8-
15 inch PVC water main. Additionally, the cross-street connections will feature a 6-inch PVC
16 along Cherry Street, Oak Street, and Greenwood Road, and a 2-inch PVC along Maple
17 Street. Details regarding the main's location and related assets can be found in Petitioner's
18 Attachment PRW-1.

1 **Q. What right-of-way acquisition will be needed for the South State Street Project?**

2 A. The South State Street Project will be located within the public right-of-way where
3 possible. There are approximately 10 instances where easement will be required; this will
4 need to be funded as part of the Project process.

5 **Q. What alternatives did you investigate for the South State Street Project?**

6 A. Alternative 1 was to replace the water main in approximately the same location as the
7 existing mains which are within the edge of pavement. This alternative avoids the
8 acquisition of easements, but it requires a significant amount of pavement disturbance
9 and costs pavement restoration. Alternative 2 is to replace the water main and relocate it
10 outside the edge of pavement either in available right-of-way, or in new easements as
11 required.

12 **Q. How will construction of the South State Street Project proceed?**

13 A. The intent is that all South State Street replacements will be bid and performed under one
14 contract. The installation will be phased such that only a portion of State Street will be
15 closed at a given time. Water mains and service lines crossing State Street will be
16 directionally drilled to minimize disruption to traffic.

17 **Q. What is the expected cost of the South State Street Project?**

1 A. The estimated construction cost of this project is about \$1,182,000, plus an additional
2 \$313,523 in non-construction costs, \$104,200 in land acquisition services, and \$77,250 in
3 land purchase prices, for a total of \$1,676,973. Attachment PRW-1 includes a detailed cost
4 estimate.

5 **Libbert Road Relocation Project**

6 **Q. Please describe the Libbert Road Relocation Project.**

7 A. This project involves replacing the water main along Libbert Road from High Pointe Drive
8 to Oak Grove Road, addressing urgent needs to update outdated infrastructure and
9 enlarge the water main. The existing 4-inch asbestos-cement water main, which primarily
10 serves neighborhoods along Libbert Road's east side, will be upgraded to an 8-inch main.
11 This new main will connect to a 6-inch main at High Pointe Drive and to a 6-inch PVC
12 water main at Oak Grove Road, complete with tapping sleeve and valve connections.

13 The project will also include installing new fire hydrant assemblies along the new main's
14 length. All customer metered connections will be reset, and new service lines will be
15 installed—using open cut methods except when crossing under roads, where directional
16 boring will be used. The project also entails installing line stops at both ends of the existing
17 6-inch PVC water main and at each neighborhood intersection to decommission the old
18 line.

1 **Q. What right-of-way acquisitions will be necessary for the Libbert Road Relocation**
2 **Project?**

3 A. Due to limited rights-of-way beyond the pavement edge, a proposed easement along
4 Libbert Road will facilitate construction and maintenance access for the new 8-inch water
5 main. There are approximately 22 parcels which would require easements for this project.
6 The line is preliminarily planned along Libbert Road's west south of Vann Road and on
7 Libbert Road's east side between Vann and Oak Grove Road. The east side is where most
8 of the existing customers are located, so this proposed main location allows for easier
9 reconnection of services. This project will necessitate a Warrick County right-of-way
10 permit for construction activities within these bounds. Landscaping repairs are also
11 planned throughout the easements involved in the project. Details of the route and the
12 properties affected are available in Petitioner's Attachment PRW-1.

13 **Q. What alternatives did you consider with the Libbert Road Relocation Project?**

14 A. Alternative 1 was to simply replace the existing 4-inch asbestos-cement pipe with a new
15 4-inch PVC pipe. This alternative would address the maintenance concerns and would
16 relocate the main in easements for future road expansion, but it would not improve the
17 hydraulic bottleneck issue. Alternative 2 was to replace and relocate the existing 4-inch
18 main with a new 8-inch main. This would improve hydraulic issues and improve fire
19 protection capabilities for this area.

1 **Q. What is the expected cost of the Libbert Road Relocation Project?**

2 A. The Libbert Road Relocation Project is estimated to cost about \$1,050,000, plus an
3 additional \$341,500 in non-construction costs, \$208,700 in land acquisition services, and
4 \$122,250 in land purchase prices, for a total of \$1,722,450. Petitioner's Attachment PRW-1
5 includes a detailed cost estimate.

6 **New Paradise Water Tank**

7 **Q. Please describe the New Paradise Water Tank Project.**

8 A. This project involves constructing a new 1.5-million-gallon (MG) tank adjacent to the
9 existing Paradise Tank. It is designed to replace the Paradise and Frame Hill Tanks and is
10 critical for providing necessary water storage and combining pressure zones, which will
11 reduce future maintenance in the distribution system. The project is a high priority, with
12 design and construction expected within the next 1-2 years.

13 Currently, the Paradise and Frame Hill Tanks supply approximately 560,000 gallons to
14 the medium-pressure zone of the water distribution system. Given the daily demands of
15 about 1,000,000 gallons in this zone, a new tank is essential to enhance supply and provide
16 adequate fire suppression storage. The proposed 1.5 MG composite tank will be located
17 next to the current Paradise Tank on already acquired land. It will connect to the 10-inch

1 ductile iron main along South Fuquay Road and include a control vault to manage the
2 pumps at the treatment plant. The new tank aims to simplify and reduce maintenance in
3 the water distribution system long term. Details of the properties affected are available in
4 Petitioner's Attachment PRW-1.

5 **Q. What alternatives did you consider with the New Water Tank Project?**

6 A. Alternative 1 was to replace the existing Paradise Tank at roughly the same location with
7 a new 1.2-million-gallon composite tank. This would keep the Frame Hill Standpipe in
8 service which would add complexity to the controls system. This did not seem practical
9 since the Frame Hill Standpipe offers relatively small storage. Alternative 2 was to
10 decommission the existing Paradise Tank and Frame Hill Standpipe and replace with a
11 1.5-million-gallon composite tank. This would simplify controls and operation long term.
12 Several locations for the proposed tank were considered, but available land in the area is
13 limited. Also, placing the new tank near the existing 10-inch transmission main eliminates
14 the need for costly transmission main extensions.

15 **Q. What right-of-way acquisitions and permits will be necessary for the New Water Tank**
16 **Project?**

17 A. To complete construction, several permits are expected to be necessary, including a Rule
18 V permit, a Warrick County right-of-way permit, and an IDEM water construction permit.
19 Land acquisition services are not required since the Town of Chandler already purchased

1 the available lots directly. The cost of the land itself will be included in the project
2 expenses.

3 **Q. What is the expected cost of the New Water Tank Project?**

4 A. The New Water Tank Project is estimated to cost about \$6.215 million, plus an additional
5 \$892,900 in non-construction costs and \$681,000 in land purchase costs, for a total of
6 \$7,788,600 Petitioner's Attachment PRW-1 includes a detailed cost estimate.

7 **South Wellfield Expansion**

8 **Q. Please describe the South Wellfield Expansion Project.**

9 A. Chandler currently utilizes 6 raw water wells at the treatment plant with a combined
10 capacity of 5,000 gpm. The peak hour demand of their system is projected to exceed 5,000
11 gpm during the study period, so additional wells will be required. Additionally, Chandler
12 must maintain their wells regularly including cleaning approximately 3 wells each year
13 to try to maintain production rates. The capacity of the plant is reduced by an additional
14 1,000 gpm for each well that is out of service. Details of proposed project available in
15 Petitioner's Attachment PRW-1.

16 **Q. What alternatives did you consider with the South Wellfield Expansion?**

17 A. Alternative 1 was to add supply wells to the existing Town of Chandler property just west
18 of the treatment plant building. This land may not be large enough to accommodate

1 multiple wells especially if/when additional treatment equipment (filter cells, backwash
2 storage lagoons) is constructed. Alternative 2 was to purchase the 9 acres of land just south
3 of the existing water filtration plant. This tract is large enough for multiple wells and it
4 abuts the Ohio River. This provides Chandler with an opportunity to supplement and
5 diversify their water supply as their system continues to grow.

6 **Q. What right-of-way acquisitions and permits will be necessary for the South Wellfield?**

7 A. Only the land acquisition is included in the project costs. No permits are required
8 currently.

9 **Q. What is the expected cost of the South Wellfield expansion?**

10 A. Right-of-way services for the South Wellfield expansion are estimated to be \$31,480, plus
11 an additional \$1,318,500 in land purchase costs, for a total of \$1,349,980. Petitioner's
12 Attachment PRW-1 includes a detailed cost estimate.

13 **Q. Does this conclude your direct testimony in this cause?**

14 A. Yes, at this time.

VERIFICATION

I, Peter R. Wamsley, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

Peter R. Wamsley
Peter R. Wamsley

Date: 9/16/2024

**CHANDLER WATER UTILITY
2024 WATER IMPROVEMENTS PROJECT
PRELIMINARY ENGINEERING REPORT**

Town of Chandler, Indiana

Report Date: July 19, 2024

PREPARED BY

**BLN/EGIS GROUP
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Indianapolis, Indiana 46250
Telephone: 317-849-5832
Fax: 317-841-4280**

**BLN JOB NO.
240049**

Chandler 2024 Water Improvements Project Preliminary Engineering Report

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PREFACE

Project Scope and Project Study Areas

The Chandler Utility service area extends beyond the town limits in southwest Warrick County. The project area of study for the Chandler Water Improvements project (Project) is predominantly within Ohio Township.

The proposed Chandler Water Improvements scope includes 5 distinct projects: 1) the replacement and relocation of approximately 7,600 linear feet (LF) of water main along Telephone and Fuquay Roads; 2) the replacement and relocation of approximately 5,500 LF of water main along State Street; 3) the replacement and relocation of approximately 5,700 LF of water main along Libbert Road; 4) the replacement of the existing Paradise 325,000-gallon tower and existing 235,000-gallon Frame Road Standpipe with a new 1.5-million-gallon (MG) composite tower; and 5) the acquisition of land just south of the existing Water Filtration Plant for wellfield expansion.

Need for Project

A. Telephone Road Water Main Relocation

Warrick County is undertaking a road-widening project of Telephone Road, and the current water main needs to be relocated. In addition, the existing main is asbestos-cement and at the end of its useful service life.

B. State Street Water Main

The current water mains along State Street are cast-iron and asbestos-cement and are at the end of their useful service life. This area is also slated for a future road widening project where relocation would be required.

C. Libbert Road Water Main

The current water main along Libbert Road from Telephone Road to Oak Grove Road is asbestos-cement and at the end of its useful service life. In addition, the size of the water main needs to be increased to accommodate the growing water usage of the area and to eliminate a hydraulic bottleneck in the system between larger mains on both sides of the project. This area is also slated for a future road widening project where relocation would be required.

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D. Paradise Composite Water Tower

The current Paradise Tank and Frame Hill Standpipe provide around 560,000 gallons to the medium-pressure zone within the water distribution system. The current demand of the medium-pressure zone is over 1,000,000 gallons per day (GPD). Water storage in the medium-pressure zone is the limiting factor in the system currently, and demands are expected to steadily increase over the next 20 years. A new water tower needs to be constructed to provide adequate storage for the growing system.

E. South Wellfield at Water Treatment Plant

Chandler's water supply will be a limiting factor in the future as their system continues to grow. Purchasing the land south of the existing Water Filtration Plant will allow Chandler the flexibility to expand their wellfield and meet their raw water supply needs. There is a tract of land approximately 9 acres in size that would be suitable for wellfield expansion due to its proximity to the existing facility and its current land use. Buying this land would also provide access to the Ohio River for alternative water supply sources if the need arises.

Summary of Recommendations

The existing water mains in the aforementioned Telephone Road, Libbert Road, and State Street project areas are recommended to be replaced. These proposed improvements will replace aging infrastructure, improve water distribution capacity, and will eliminate conflicts with proposed road reconstruction projects by others. A new 1.5-million-gallon composite water tower is recommended to replace the existing Paradise Water Tower and Frame Hill Standpipe to meet the storage requirements for the growing system demands. Finally, the acquisition of approximately 9 acres south of the Water Filtration Plant is recommended for future wellfield expansion and water supply redundancy.

Chandler 2024 Water Improvements Project Preliminary Engineering Report

1. PROJECT LOCATION

1.1. Location

The Town of Chandler is located east of Evansville on SR 62 in Warrick County. Not all the proposed projects are within the Town limits; rather, they are within the service area as described below.

1.2. Service Area

The twenty-year planning area for the Chandler Water Utility (Planning Area) consists of the entire water distribution service area and encompasses a region much larger than the corporate limits of the Town of Chandler. The water utility's Planning Area stretches from the Ohio River at the southern border to Kansas Road and Millersburg Road at the northern border, located about two miles north of Chandler. The Planning Area also extends west from the Warrick/Vanderburgh County line to the east near State Road 261. The Planning Area is primarily in Ohio Township, with the eastern portion in Boon Township and the northern portion in Campbell Township. Overall, the Planning Area encompasses about 45 square miles of land. Topographical elevations within the Planning Area range from 370 feet to 510 feet above msl (mean sea level). The Planning Area is served by Interstate I-69 and State Roads 62, 66, 261, and 662. **Table 1** outlines the proportion of each township served by the Chandler Water Utility. A map of the Planning Area can also be found in **Figure 1**.

Table 1: Proportion of Planning Area in Various Townships

Township	Township Area (mi ²)	Planning Area in Township (mi ²)	Percent of Township	Percent of Planning Area
Boon	84.5	11.2	13.3%	25.04%
Campbell	39.0	6.8	17.5%	15.24%
Ohio (less Newburgh)	37.4	26.8	71.6%	59.72%

Land use within the Town of Chandler is primarily residential with a central commercial district composed of various small businesses. The Planning Area outside the town limits includes residential developments, commercial establishments, farmland, and mining reclamation areas. In the south and southwest regions of the Planning area there is rapid growth of residential and small commercial customers as well as the Deaconess Hospital campus which is a significant water customer for Chandler.

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A. Twenty-Year Study Area and Twenty-Year Service Area

The twenty-year Study Area and the twenty-year Service Area are the same. **Figure 1** shows the twenty-year Study Area/Service Area.

B. Project Areas

Figure 2 shows an overview of the proposed project locations. The legal locations of the Water Improvements Projects are described in the following **Table 2**.

Table 2: Project Location

Project	U.S.G.S Quadrangle Map	Township	Range	Civil Township Name	Sections
Telephone Road	Daylight	6S	9W	Ohio	10, 11, 14, 15
State Street	Boonville	5S	9W	Ohio	36
		6S	9W		1
Libbert Road	Newburgh	6S	9W	Ohio	21, 22
Paradise Tower	Newburgh	6S	9W	Ohio	14
South Wellfield	Newburgh	7S	9W	Ohio	4

1.1. Right-of-Way Acquisition

The Telephone Road project will be installed within the existing road right-of-way. The new mains along State Street will be installed in right-of-way and several proposed easements to be acquired. The new mains along Libbert Road will require proposed easement acquisitions. The Paradise Water Tower will require land acquisition. Finally, the proposed wellfield south of the existing Water Filtration Plant will also require land acquisition. Figures of all the affected parcels for land acquisition are included in **Appendix C – Project Right of Way Acquisition**.

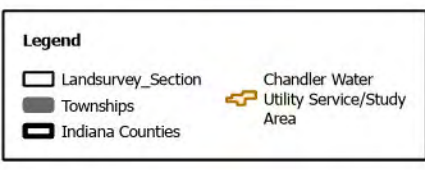
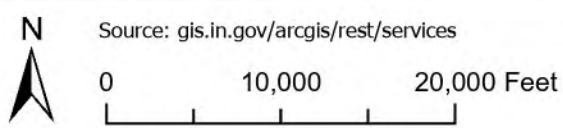
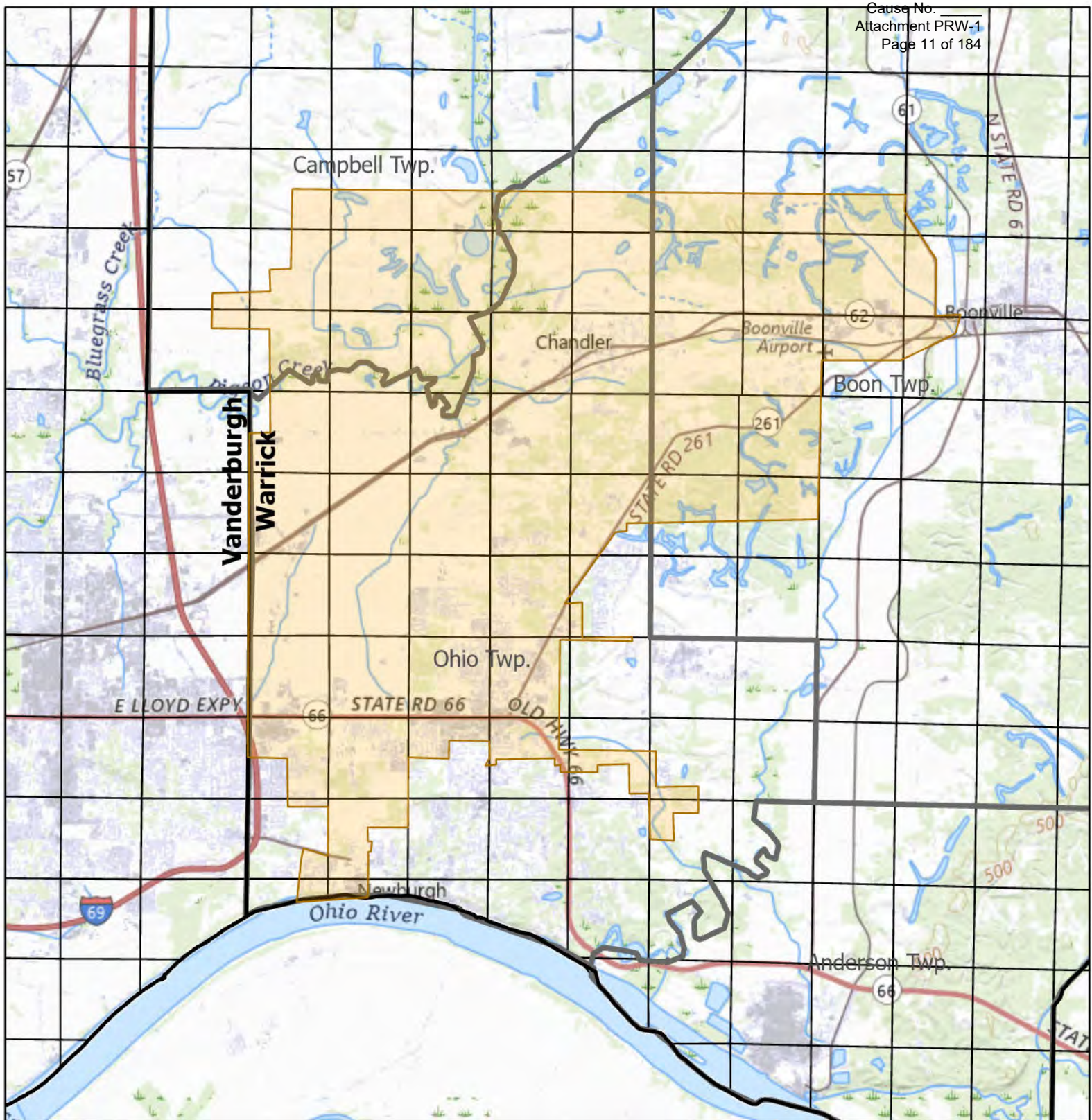
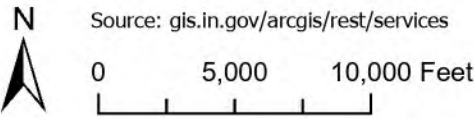
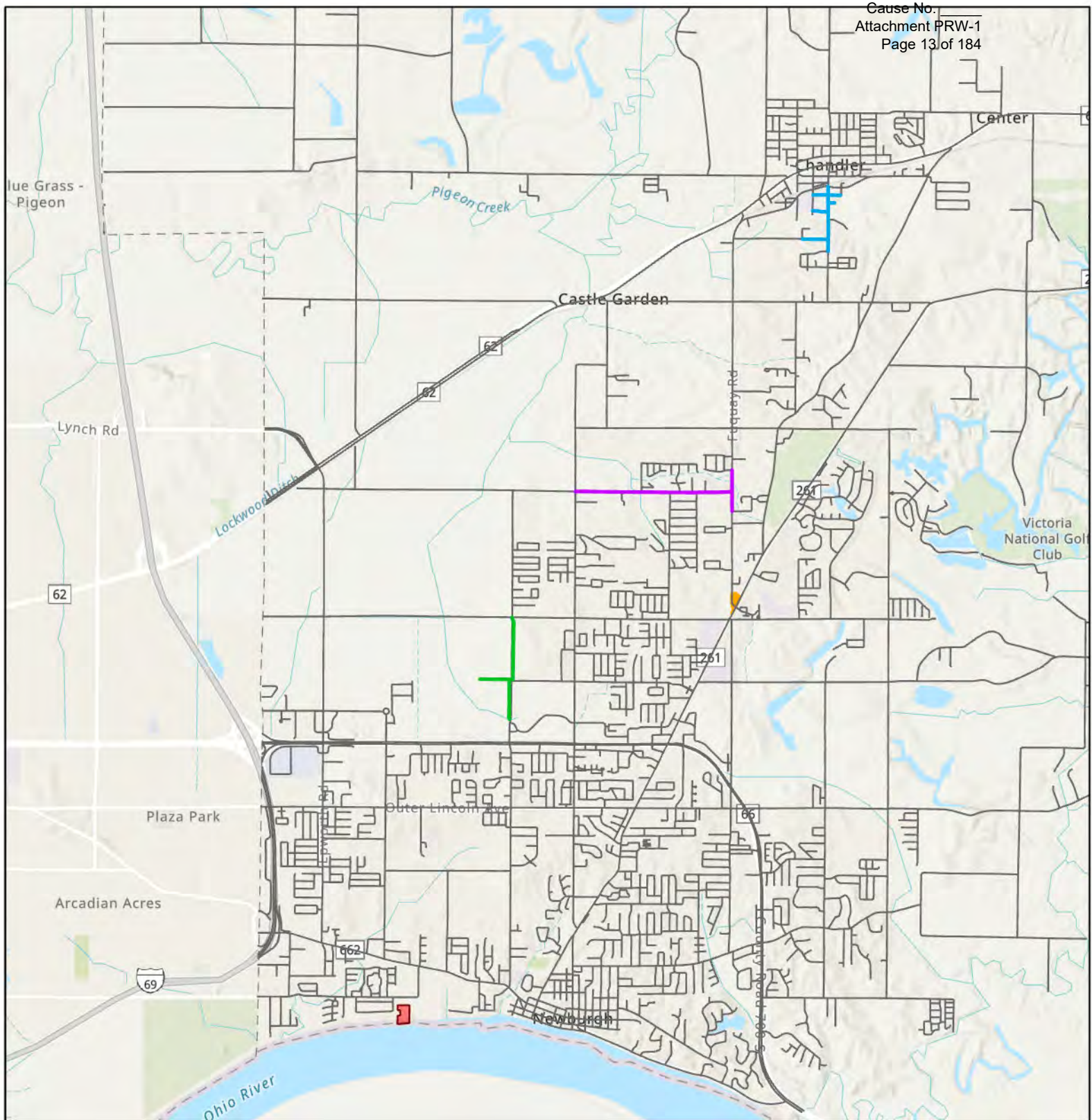


Figure 1: Water Utility Service/Study Area
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana



Legend	
	Township Roads
	Paradise Tower Proposed Location
	State Street Water Mains
	Telephone Road Existing Water Main
	Libbert Road Proposed Location
	South Wellfield

Figure 2: Project Locations
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana

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2. CURRENT NEEDS

2.1. Existing System Needs

A. Distribution System Needs

In the Chandler distribution system, there are several asbestos-cement and cast-iron pipes near the end of their useful service life that frequently experience breaks. Repairs to asbestos-cement pipes result in additional effort and expense for Chandler Utilities since material is regulated, and any pipe that is removed needs to be disposed of in a special landfill. The pipes that require the most immediate attention are those along Libbert Road and along State Street. Maintenance records indicate that the existing mains along the State Street project area have been repaired 11 times since 2020. The mains along State Street and Libbert Road need to be upsized to meet the water demands in these areas and improve fire protection capabilities. These mains also need to be relocated due to anticipated road reconstruction projects along these corridors.

The existing water infrastructure along Telephone Road between Bell Road and Fuquay Road is in conflict with the proposed road reconstruction work by others. The main needs to be relocated and increased from a 6-inch to an 8-inch pipe along this corridor to meet increasing demands in this area. A map of the existing drinking water system for the Service Area is shown in **Figure 4**.

B. Storage Needs

There are currently five storage tanks in Chandler's distribution system; these tanks provide a total storage volume of 2.36 million gallons. This storage volume does exceed the average daily output as required by 10-States Standards, but the storage is not applied evenly throughout the system. Chandler has historically operated its distribution system outside of town limits in two distinct zones: the "high-pressure zone" and the "medium-pressure zone." High service pumps from the treatment plant convey water via an existing 14-inch transmission main to the high-pressure zone and to downtown Chandler with a combined total of 1.8 million gallons of storage. Medium service pumps from the treatment plant convey water via an existing 10-inch transmission main to the medium-pressure zone which includes the remaining 0.56 million gallons of storage.

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The limiting factor for in-system storage was previously the transmission of water specifically to the high-service storage tanks. The existing 14-inch high-service transmission main was tapped multiple times since its installation in 1988 in order to meet growing water demands namely in the southwest area of the distribution system. Accordingly, Chandler implemented and is nearly complete with its Water Transmission Main Project which includes eight miles of new 24-inch transmission main from the treatment plant all the way to the corner of Jenner Road and Fuquay Road. This new transmission main will improve water reliability throughout the system and will allow Chandler to transmit water to its existing storage tanks more effectively.

When the transmission main project is complete, the amount of tank volume will then be the limiting factor for in-system storage specifically in the medium pressure zone. This current lack of storage has been problematic for Chandler Utilities to meet the demands of critical customers in this pressure zone including a dialysis center where water pressure cannot be interrupted. Additionally, the average daily demand of the system is expected to increase steadily over the next 20 years as shown in the following chapter including several significant large water users (hotels, medical facilities, and more). Chandler is interested in a new 1.5 million gallon storage tank to replace both the existing Paradise Tank and the existing Frame Hill Tank.

C. Treatment Needs

Chandler's current Water Filtration Plant was installed in 2012 and has a firm capacity of 4.32 million gallons per day (3,000 gallons per minute). Groundwater is pumped from six wells and passed through four horizontal pressure filters for iron and manganese removal. Filtered water is disinfected before it is stored in a clear well. High service and medium service pumps then convey water from the clear well to the distribution system as described above.

The horizontal pressure filters provide the main treatment for the facility. The plant was designed to be modular, allowing for additional filter cells to be added as system demands increased. The clear well was also intentionally oversized to allow for additional filter cells to be installed, and space was provided in the pump room for additional high service and medium service pumps to be installed as needed. An aerial of the water treatment plant is provided in **Figure 3**.

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With all these provisions in place for meeting increased demands, the raw water supply will likely become the limiting factor the water treatment facility over the next 20 years. As such, Chandler is interested in buying approximately 9 acres of land just south of their existing facility for future wellfield expansion. This land is already included in their Wellhead Protection Area, and a review of the US EPA's Facility Registry Service does not indicate any potential sources of contamination for the proposed land as shown in the attached **Appendix A – South Wellfield Potential Contaminant Sources Report**.

2.2. Current Population

According to the U.S. Census Bureau, the recorded population of the Town of Chandler in 2020 was 3,693 persons. Chandler Water Utility's current service area extends beyond the town limits and includes parts of Boon, Campbell, and Ohio Townships. Census Data for Warrick County and individual townships have been considered. The average household size for Warrick County is 2.66 people. The water utility primarily serves residential and small commercial customers with a few large commercial customers.

A. Current Customer Base

As of July 2024, there are 7,358 residential meters, 754 irrigation meters, and 261 commercial/industrial meters resulting in a total customer base of 8,373 metered connections. Based on the average household size of each residential customer, approximately 19,572 residents are served by Chandler Water.

2.3. Existing Consumption

The average and peak day consumption data is based on Monthly Operating Reports filed with the Indiana Department of Environmental Management for the last 10 years and is represented in **Table 3** below. This data is for net water production and includes all water that is lost. Chandler reported approximately 9% water loss for 2023.

The average daily water output from the Water Filtration Plant over the past 10 years is approximately 1.815 million gallons per day (MGD). The plant produced 2.96 MGD on June 5, 2023 which is the highest daily output of the past 10 years – this was approximately 69% of the plant's peak daily capacity and represents a

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peaking factor of 1.63 times the average daily output. The highest average daily demand during this 10-year period (ADCD10) also occurred in June of 2023 when an average of 2.523 MGD was produced daily for that entire month. 327 Indiana Administrative Code Article 8-3.3-2 states that ADCD10 divided by the total number of customers at that time (7,933 in June 2023) equals the maximum average demand per customer to be used for planning purposes. Using this approach, the average demand per customer is approximately 320 gallons per day. The estimated peak hour demand is also included in this table and was computed using a peaking factor of 1.85 times the peak day demand or approximately 3 times the average day demand.

Table 3: Summary of Current Water Demands

Demand Type	Demand
Average Day Demand (gpd)	1,815,000
Peak Day Demand (gpd)	2,958,000
Highest Avg Daily Demand (gpd)	2,523,000
Max Avg Demand/Customer (gpd)	320
Peak Hour Demand (gpm)	3,800

From Indiana Department of Environmental Management

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2.4. Significant Water Users – As of 2023

The ten largest users of the Chandler Water Utility are listed below with their 2023 usage:

A. Residential

- Beaver Creek Apartments – 20,143 gpd
- Park Place East – 16,432 gpd
- Warrick Trail Apartments – 15,557 gpd
- Pinecrest Pointe – 13,616 gpd

B. Commercial

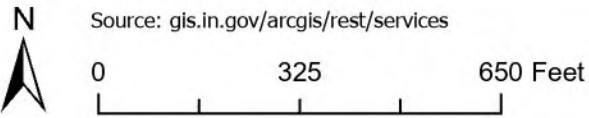
- Ryjo Enterprises – 22,054 gpd
- Castle High School – 12,886 gpd

C. Industrial

- Prime Foods – 67,004 gpd (meter recently replaced, flows likely larger)

D. Institutional

- Deaconess Hospital – 118,469 gpd (6-inch meter)
- Deaconess Hospital – 44,118 gpd (3-inch meter)
- Healthsouth/Deaconess – 9,269 gpd



Legend



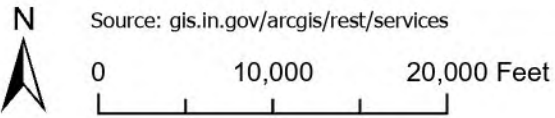
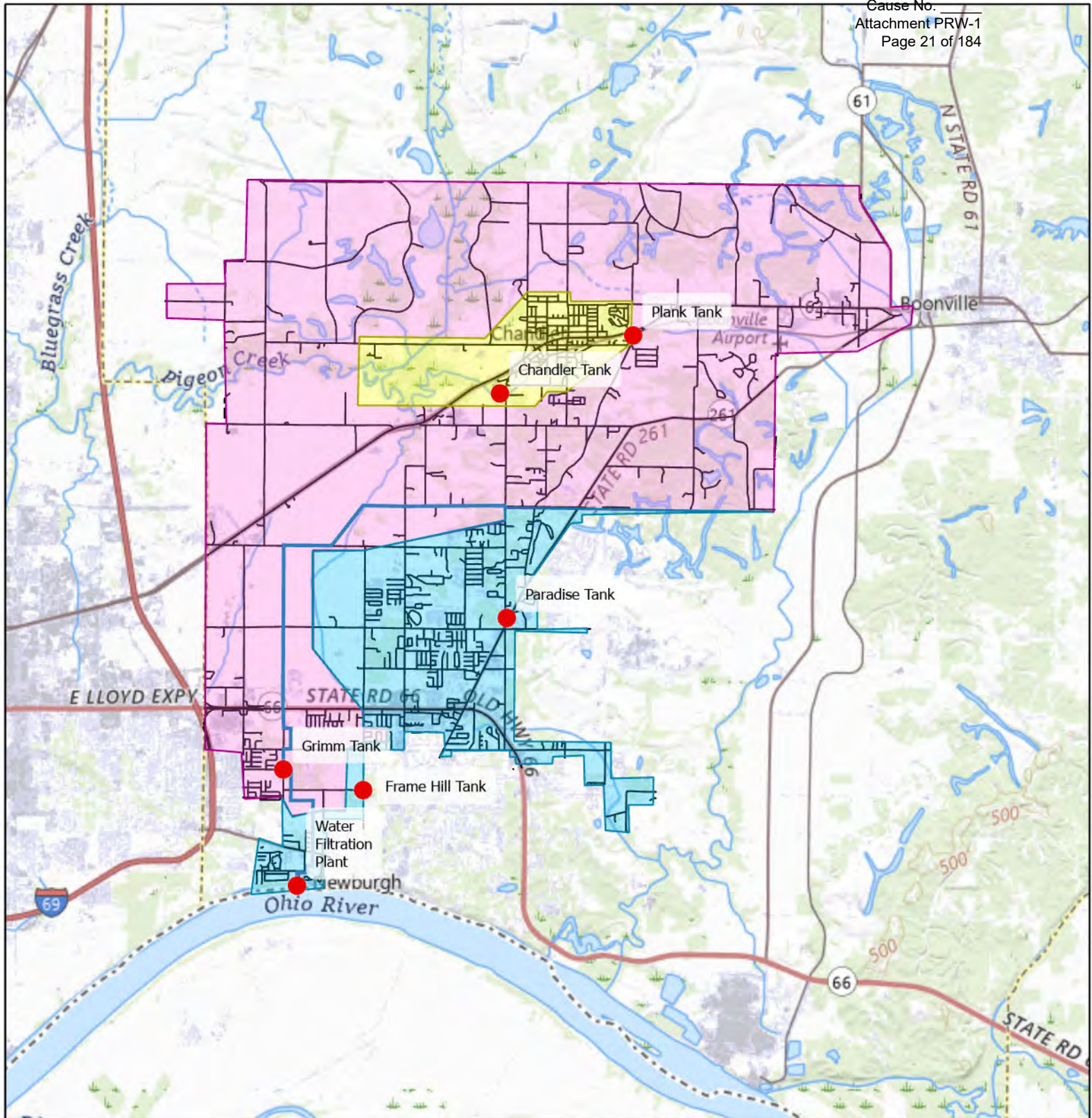
-  Water Treatment Plant
-  Plant Features

Figure 3: Water Treatment Plant Aerial
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana



Legend	
— Service Area Pipes	📍 Downtown Low Pressure Zone
📍 High Pressure Zone	📍 24" Transmission Main Project
📍 Medium Pressure Zone	

Figure 4: Existing Drinking Water System
 Preliminary Engineering Report
 Town of Chandler
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3. FUTURE NEEDS

3.1. Population Projection

A. Projected Population and Customer Base

Population projections for the Chandler Water Utility are based on the average historical population growth rate of the Planning Area. The population growth rate in the Town of Chandler has remained relatively stable for the last twenty years, because most usable land has already been developed within the town's corporate limits. Growth is occurring in Ohio Township, where most of the Planning Area is located, as shown in **Table 4**.

Table 4: Historical Population of Region

	YEAR			
	1990	2000	2010	2020
Warrick County	44,920	52,383	59,689	63,898
Boon Township	11,708	12,844	12,755	13,583
Campbell Township	620	480	906	1,119
Ohio Township	24,933	31,002	37,749	41,238
Town of Newburgh	2,880	3,088	3,325	3,344
Town of Chandler	3,099	3,094	2,887	3,693
Remainder	18,954	24,820	31,537	34,201

From www.stats.indiana.edu

Since no individual or group of census counts covers the area directly, the historical population of the Planning Area was interpolated from the historical population of the various entities in the proportion of the township that is included in the Planning Area. The estimated historical population of the Planning Area based on these proportions is shown in **Table 5**.

Table 5: Historical Population of the Planning Area

	Year				
	1990	2000	2010	2020	2023
Boon Township	2,931	3,216	3,194	3,401	3,450
Campbell Township	94	73	138	171	175
Ohio Township	14,420	17,920	22,374	24,627	25,475
Planning Area	17,445	21,209	25,706	28,199	29,100
Average Annual Growth Rate¹		2.2%	2.1%	1.0%	1.1%

From www.stats.indiana.edu

¹ Assumes straight-line growth rates between data points.

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The average growth rate of the population in the planning Area is 2.0% from 1990 to 2023. For the purposes of planning water system improvements, an average growth rate of 2.0% per year through the 20-year planning period was used.

The population in the Planning Area currently served by the Chandler Water Utility is about 19,572. In these projections, it is assumed that substantially all new residents in the Planning Area will connect to the municipal water system. Projecting the annual growth rate through the Planning Period, with all future growth connecting to Chandler’s water system, the Chandler Water Utility will serve about 29,260 persons by the end of the 20-year planning period. **Table 6** outlines these projections.

Table 6: Projected Planning Area Population

	YEAR					
	2023	2025	2030	2035	2040	2044
Boon Township	3,450	3,574	3,896	3,925	4,278	4,620
Campbell Township	175	181	197	215	234	253
Ohio Township	25,475	26,392	28,767	31,356	34,178	36,912
Planning Area	29,100	30,148	32,861	35,819	39,043	42,166
Customers (Population)	19,572	20,355	22,390	24,629	27,092	29,260
Customers (Meters)	8,373	8,708	9,579	10,537	11,590	12,517

3.2. Projected 20-year Water Demands

A. Projected Water Demands

One of the most important planning issues to address for the Water Utility is how to provide water for the growing customer base during the Planning Period. It is this growing customer base that will define many Water Utility needs during the Planning Period.

The growth of the Water Utility's customer base during the Planning Period was previously discussed. Also, the estimated current demands placed on the system by a typical connection were found to be approximately 320 gallons per day. This information will provide the basis for the projection of System Demands during the Planning Period.

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Based on these values, **Table 7** and **Figure 5** present the projected average, peak daily, and peak hour water demands of the system through the Planning Period. These values are based on the estimates of current demands described earlier, and upon projections of population growth and type of customer base. The demands that may occur during an extreme meteorological event (particularly an extreme drought) may vary substantially from these projections.

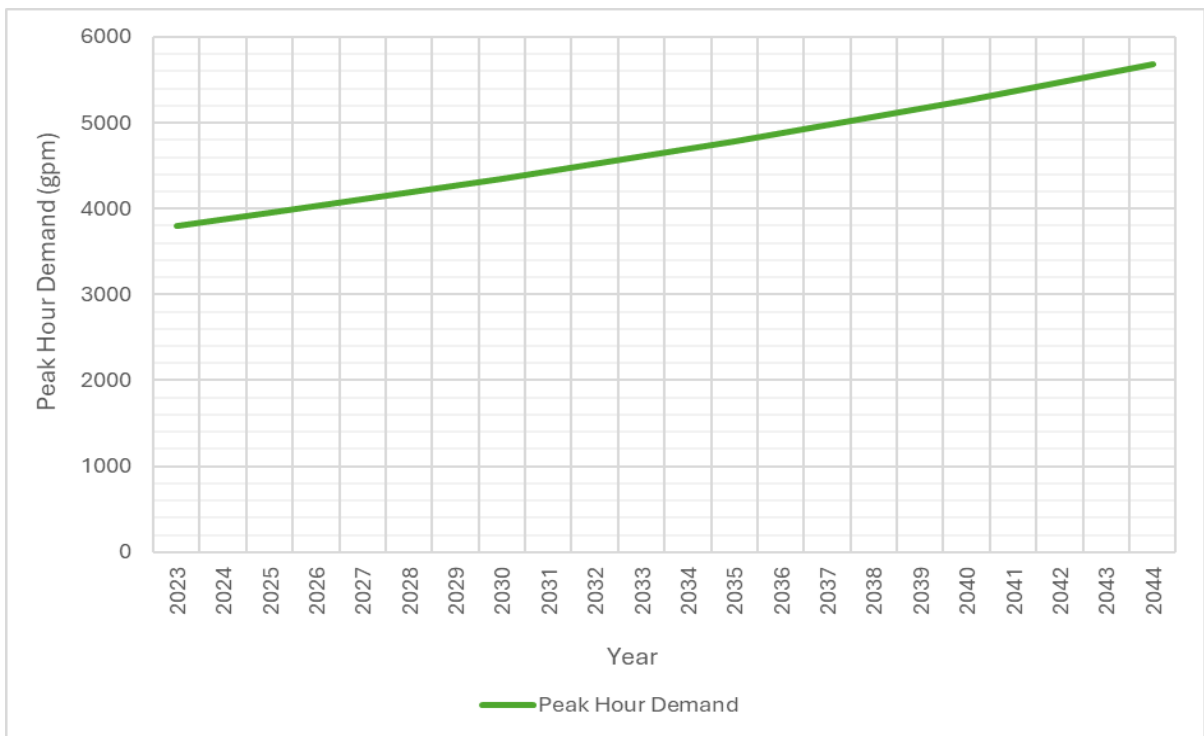
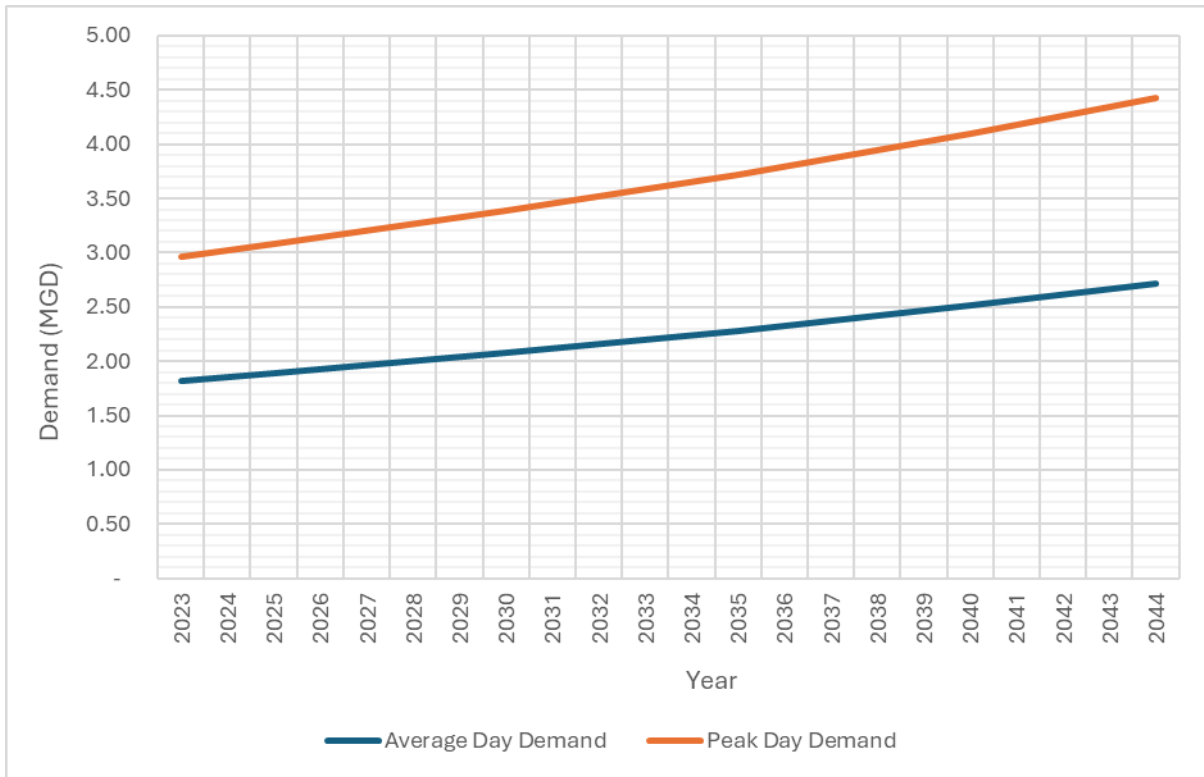
Table 7: Projected Water Demands

Year	Average Day Demand (gpd)	Peak Day Demand (gpd)	Peak Hour Demand (gpm)
2023	1,815,000	2,958,000	3,800
2025	1,887,600	3,076,348	3,952
2030	2,076,360	3,384,054	4,348
2035	2,283,996	3,722,494	4,782
2040	2,512,396	4,094,497	5,260
2044	2,713,381	4,421,986	5,681

These projected flows are shown graphically in **Figure 5**.

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Figure 5: Projected Water Demands



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4. EVALUATION OF ALTERNATIVES

4.1. No Action Alternative

A. Telephone Road Water Main Relocation

The current main conflicts with Warrick County's Telephone Road reconstruction project, therefore a no action alternative is not viable.

B. State Street Water Main

The current water infrastructure along State Street is cast-iron and asbestos-cement and near the end of its useful service life. The pipes experience breaks frequently as they age and will continue to do so, which requires costly and time-consuming maintenance. The no action alternative will result in continued maintenance and water reliability issues for the end users along this corridor.

C. Libbert Road Water Main

The current water infrastructure along Libbert Road is asbestos-cement and near the end of its useful service life. The existing 4-inch main is undersized for fire protection and for anticipated growth along this corridor. Additionally, the existing main is a hydraulic bottleneck in the distribution system. Lastly, road reconstruction is anticipated along this corridor which will require relocation in the near future. The no action alternative will result in continued maintenance and water supply issues for the customers along this section of Libbert Road and will not address the hydraulic issues or anticipated road reconstruction conflicts.

D. Paradise Composite Water Tower

Two tanks combined, the Paradise Tank and the Frame Hill Standpipe, provide the water distribution system with 560,000 gallons that help supply the medium-pressure zone within the system. This amount of storage is inadequate for current flows to the approximately 4,100 customers in the medium-pressure zone. The service pumps are frequently experiencing lengthy run times to meet current system demands including critical customers such as a dialysis center. This is especially during summer months; Chandler Utilities personnel must manually operate a valve several times each week to back feed the existing Paradise Tower from the high-pressure zone to maintain flows. Additional

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storage is needed as the customer base in this area is expected to grow over the study period. Because of this, a no action approach is not viable.

E. South Wellfield at Water Treatment Plant

Chandler currently utilizes 6 raw water wells at their treatment plant with a firm combined capacity of 5,000 gpm. The peak hour demand is projected to exceed 5,000 gpm during the study period so additional wells will be required. Additionally, Chandler has experienced some fall-off regarding the productions of their existing wells. They typically clean approximately 3 wells each year to try to maintain production rates. The no action alternative will not allow Chandler to meet the demands of their growing water system, so this approach is not viable.

4.2. Alternatives Investigated

A. Telephone Road Water Main Relocation

The proposed layout of the water main will be within Warrick County right-of-way outside of the edge of pavement. Since Warrick County has requested the relocation of the water main and coordinated it with other utilities, this is considered the only feasible layout. Alternatives for installation methods are summarized in the following paragraphs.

Alternative 1 is to replace the existing water main via open cut installation methods. The disturbed area will be the trench width of the proposed water main and water service lines for the entire length of the project. The disturbed area will then need to be restored with new seeding in grass areas or with pavement restoration for roadways and residential driveways. Open cut installation is typically cost effective when trench depths are relatively shallow. However, open cut installation frequently causes maintenance of traffic issues for motorists and pedestrians.

Alternative 2 is to replace the existing water main via trenchless installation methods. This approach utilizes a drilling rig to directionally bore the proposed water main below grade without disturbing the surface. Directionally boring also minimizes maintenance of traffic issues for motorists and pedestrians during construction. However, trenchless installation is typically more expensive than open cut installation. Additionally, trenchless installation may not be suitable for water projects with many changes in pipe direction, many

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tie-ins with a side street mains and service connections, and/or many valves and hydrants.

Alternative 3 is a combination of open cut and trenchless installation methods.

B. State Street Water Main Replacement

Alternative 1 is to replace the water main roughly in the same location as the existing main which is within the edge of pavement. This method avoids having to acquire any easements. However, this method requires a significant amount of costly pavement restoration. Additionally, State Street is an important corridor into the downtown Chandler area from the south. This corridor is likely to undergo road reconstruction and drainage improvements during the study period, so replacing the watermain in its current location may lead to potential conflicts with future road reconstruction projects.

Alternative 2 is to replace the water main and relocate it to a corridor outside the edge of pavement. This will include easements as necessary if there is not sufficient room between the edge of pavement and the existing right of way line. The easements will add to the project costs, but they will minimize road restoration requirements and will minimize potential conflicts with future road reconstruction projects.

As described in the Telephone Road alternatives above, the State Road alternatives also consider open cut installation versus trenchless installation.

C. Libbert Road Water Main Replacement

Alternative 1 is to replace the existing 4-inch main with a new 4-inch line. This alternative is cost effective for the installation of the water main alone. However, a 4-inch main does not allow Chandler to provide adequate fire protection along this corridor. 327 Indiana Administrative Code 8-3.2-15 requires fire hydrants to be connected to a water main at least six inches in diameter.

Alternative 2 is to replace the existing 4-inch main with a new 8-inch main to provide adequate fire protection capabilities. This approach will also eliminate a hydraulic bottleneck in the distribution system since the existing 4-inch main ties in to existing 6-inch mains on the north and south ends of the project.

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As described in the Telephone Road and State Road alternatives above, the Libbert Road alternatives also consider open cut installation versus trenchless installation as well as replacement at the same location versus relocation to a new alignment with additional easements.

D. Paradise Composite Water Tower

Alternative 1 is to replace the existing Paradise Tank at roughly the same location with a new composite 1.2-million gallon composite tower. This alternative may be the most cost-effective for the new tank itself. However, this alternative would keep the existing Frame Hill Standpipe in service and doing so would add complexity to the control system for filling each tank (the new Paradise Tank and the existing Frame Hill Standpipe). The existing Frame Hill Standpipe offers only limited storage, so preserving this tank and integrating controls for a two-tank system may not be practical.

Alternative 2 is to decommission the existing Paradise Tank and Frame Hill Standpipe and replace with a single 1.5-million gallon composite tower near the original Paradise Tank location. This alternative will simplify the controls and telemetry needs for the system by consolidating the medium pressure storage to one updated facility.

For both alternatives, several locations were considered for the proposed location of the new tank. Available land in this area is very limited, so the most suitable location was found to be a property adjacent to the existing Paradise Tank. This location allows for the existing medium pressure transmission mains to tie directly into the proposed tank, eliminating the need for any costly transmission main extensions which would likely be required for alternative tank locations.

E. South Wellfield at Water Treatment Plant

Alternative 1 is to add supply wells to the existing Town of Chandler property in the open space just west of the existing treatment plant building. This land is currently owned by Chandler, but it may not be large enough for multiple wells, especially when additional filter cells or additional backwash storage lagoons are needed in the future.

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Alternative 2 is to buy the approximately 9-acre tract of land just south of the existing treatment plant. This area is large enough for multiple additional supply wells and allows Chandler to utilize their existing property for other treatment plant needs. This alternative also allows the Town of Chandler to supplement their existing groundwater supply with surface water from the Ohio River. This adds redundancy to their supply options and avoids the risk of the facility becoming “landlocked” as the water system continues to grow.

4.3. Alternatives Selected

Exhibits showing the extent and location of each of the selected alternatives can be found in **Appendix B – Water Improvements Project Locations**. The scope of each proposed project is described in the following paragraphs.

A. Telephone Road

Alternative 3 is selected. The proposed water main will be open cut for most of the project, but the main will be directionally drilled under roads and one creek to minimize disturbance and maintenance of traffic issues. All long-side services will also be directional drilled for the same reason. This project will include approximately 6,900 LF of open cut main, 700 LF of directional drilled main, 14 fire hydrants, 59 service reconnections, and associated incidental items.

B. State Street Water Main Replacement

Alternative 2 is selected. The proposed water main will be installed outside the edge of pavement either in existing right of way or in new waterline easements. This will minimize road restoration costs and potential conflicts with future road reconstruction projects. The scope will include approximately 5,000 LF of open cut main, 260 LF of directional drilled main, 9 hydrants, 51 service reconnections, and associated incidental items. Approximately 10 easements will be required per the initial layout of this alternative.

C. Libbert Road Water Main Replacement

Alternative 2 is selected. The existing 4-inch main will be replaced with 8-inch main to eliminate the hydraulic bottleneck and to allow for proper fire protection along this corridor. The new main will be located outside the edge of pavement in existing right of way where possible and in newly acquired

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easements where required. The scope will include 5,460 LF of open cut main, 240 LF of directional drilled main, 9 hydrants, 30 service connections, and associated incidental items. Approximately 22 easements will be required per the current layout of this alternative.

D. Paradise Composite Water Tower

Alternative 2 is selected. This will eliminate the two existing small storage tanks in the medium pressure zone and will replace with a new 1.5-million-gallon composite tower near the existing Paradise Tank. The scope will include the tank itself, a new automation and controls package, site work, and associated incidental items. The parcels south of the existing Paradise Tank have already been purchased by the Town of Chandler for this purpose.

E. South Wellfield at Water Treatment Plant

Alternative 2 is selected. Chandler will attempt to purchase the land south of the existing treatment plant for future development of a wellfield. This will be a strategic asset for Chandler's water supply source and water infrastructure redundancy as their water system continues to grow.

**Chandler 2024 Water Improvements Project
 Preliminary Engineering Report**

5. PROPOSED PROJECT

5.1. Project Description

The five projects being considered are the Telephone Road Relocation Project, State Street Water Main Replacement, Libbert Road Water Main Replacement, the Paradise Composite Water Tower, and the South Wellfield Expansion as described in the previous section and shown in **Appendix B – Water Improvements Project Locations**.

5.2. Project Schedule

The target construction dates for the Water Improvement Projects are represented in **Table 8**.

Table 8: Water Improvement Projects Target Milestones

Project	Construction Year	Estimated Duration (Months)
Telephone Road Relocation	2024	10
Paradise Water Tower	2025	18
Libbert Road Water Main	2025	10
State Street Water Main	2026	12
South Wellfield (Land Purchase Only)	2027	6

5.3. Total Project Cost Estimate (Engineer’s Opinion of Probable Cost)

The Engineer’s Opinion of Probable Cost can be found in **Appendix D – Construction Costs**. A summary of the anticipated construction and non-constu is included in **Table 9**.

**Chandler 2024 Water Improvements Project
Preliminary Engineering Report**

Table 9: Construction and Non-Construction Costs

Project	Construction Cost (Including Contingency)	Estimated Non- Construction Cost (Engineering)	Total
Telephone Road	\$1,025,590.00	\$317,900.00	\$1,343,490.00
State Street	\$1,182,000.00	\$313,523.00	\$1,495,523.00
Libbert Road	\$1,050,000.00	\$341,500.00	\$1,391,500.00
Paradise Tower	\$6,215,000.00	\$892,900.00	\$7,107,900
South Wellfield	\$0.00	\$0.00	\$0.00
	\$9,472,590.00	\$1,865,823.00	\$11,338,413.00

The non-construction costs depicted in **Table 9** include survey, design, bidding, construction administration, construction observation, permits/meetings, and subconsultant fees if applicable for each project. Support documentation for these non-construction costs are included in **Appendix E – Non-Construction Costs**.

Costs for right-of-way services and for land (easements or fee simple) are included in **Table 10**. Additional details for right-of-way services and support documentation for land costs are provided in **Appendix F – Land Costs**.

Table 10: Water Improvement Projects ROW Services and Land Costs

Project	Right of Way Services	Land Costs	Total
Telephone Road	\$--	\$--	\$--
State Street	\$104,200.00	\$77,250.00	\$181,450.00
Libbert Road	\$208,700.00	\$122,250.00	\$330,950.00
Paradise Tower	\$--	\$680,667.00	\$680,667.00
South Wellfield	\$31,480.00	\$1,318,500.00	\$1,349,980.00
	\$344,380.00	\$2,198,667.00	\$2,543,047.00

Finally, this project includes an allowance for legal, financial advisory, and miscellaneous bond issuance costs. These costs are provided by Chandler’s rate consultant and amount to a total of \$1,273,540.00. A summary of the combined total project costs including this allowance is represented in **Table 11**.

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Table 11: Water Improvement Projects Total Project Costs (dollars)

Project Component	Cost
Land & Rights-of-way Acquisition	\$2,543,047.00
Design, Engineering Fees, and Construction Observation	\$1,865,823.00
Financing Fees	\$1,273,540.00
Construction Costs	\$9,472,590.00
Non-Construction Sub-total	\$15,155,000.00

Based on analysis by Chandler’s rate consultant, a typical residential water bill will increase by approximately 52% for the typical 4,000 gallon/month usage. This increase is based on financing of the entire project costs through bonds, and by issuing a bond anticipation note (BAN) for financing the most immediate needs. The rate increase presented in this report is based on a rate analysis by the Town’s rate consultant – this analysis has been conducted to determine the rate effect on the Town’s customers as well as the final rate structure.

Appendix A – South Wellfield Potential Contaminant Sources Report



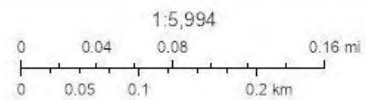
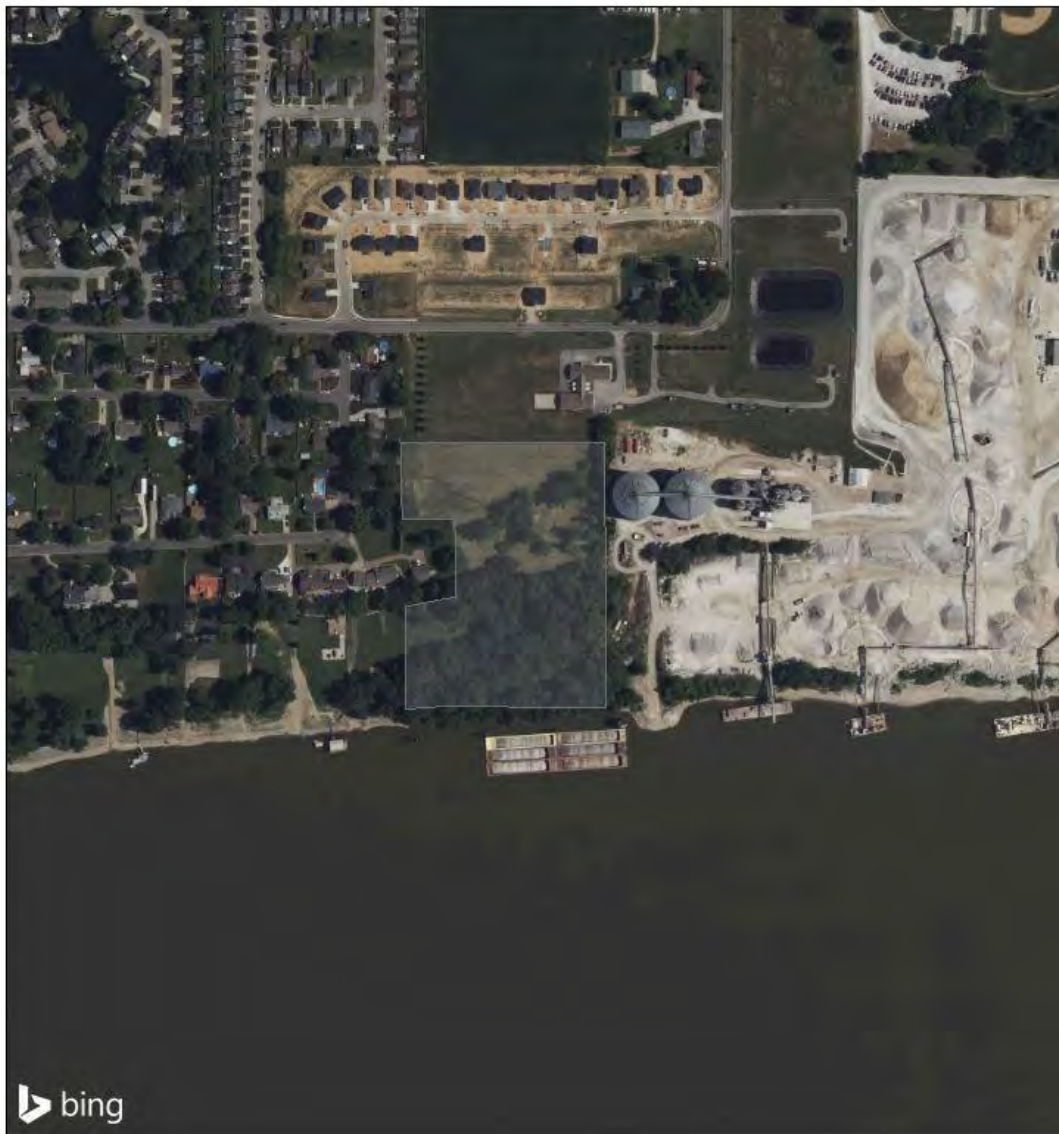
Potential Sources of Contamination Report

Area of Interest (AOI) Information

Area : 379,116.82 ft²

Jul 8 2024 10:53:06 Eastern Daylight Time

Letter ANSI A Portrait

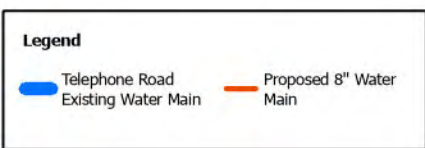
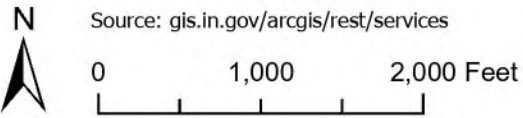


Summary

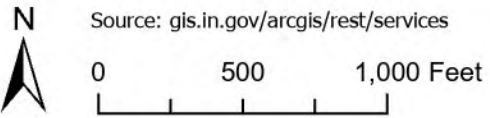
Name	Count	Area(ft ²)	Length(ft)
Base Realignment and Closure (BRAC)	0	N/A	N/A
Brownfield	0	N/A	N/A
FIFRA and TSCA	0	N/A	N/A
Integrated Compliance Information System (ICIS)	0	N/A	N/A
NPDES Facilities	0	N/A	N/A
NPDES Major	0	N/A	N/A
Radiation Facilities (RADINFO)	0	N/A	N/A
RCRA-All Sites	0	N/A	N/A
RCRA Active	0	N/A	N/A
RCRA Inactive	0	N/A	N/A
RCRA Large Quantity Generators (LQG)	0	N/A	N/A
RCRA Transporters	0	N/A	N/A
RCRA Underground Storage Tanks	0	N/A	N/A
Superfund	0	N/A	N/A
Superfund National Priority List	0	N/A	N/A
Toxic Release Inventory (TRI)	0	N/A	N/A

Data Source: Environmental Protection Agency Office of Water; Facility Registry Service

Appendix B – Water Improvements Project Locations

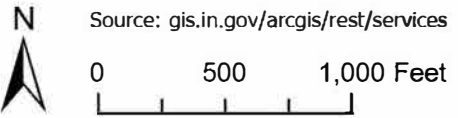
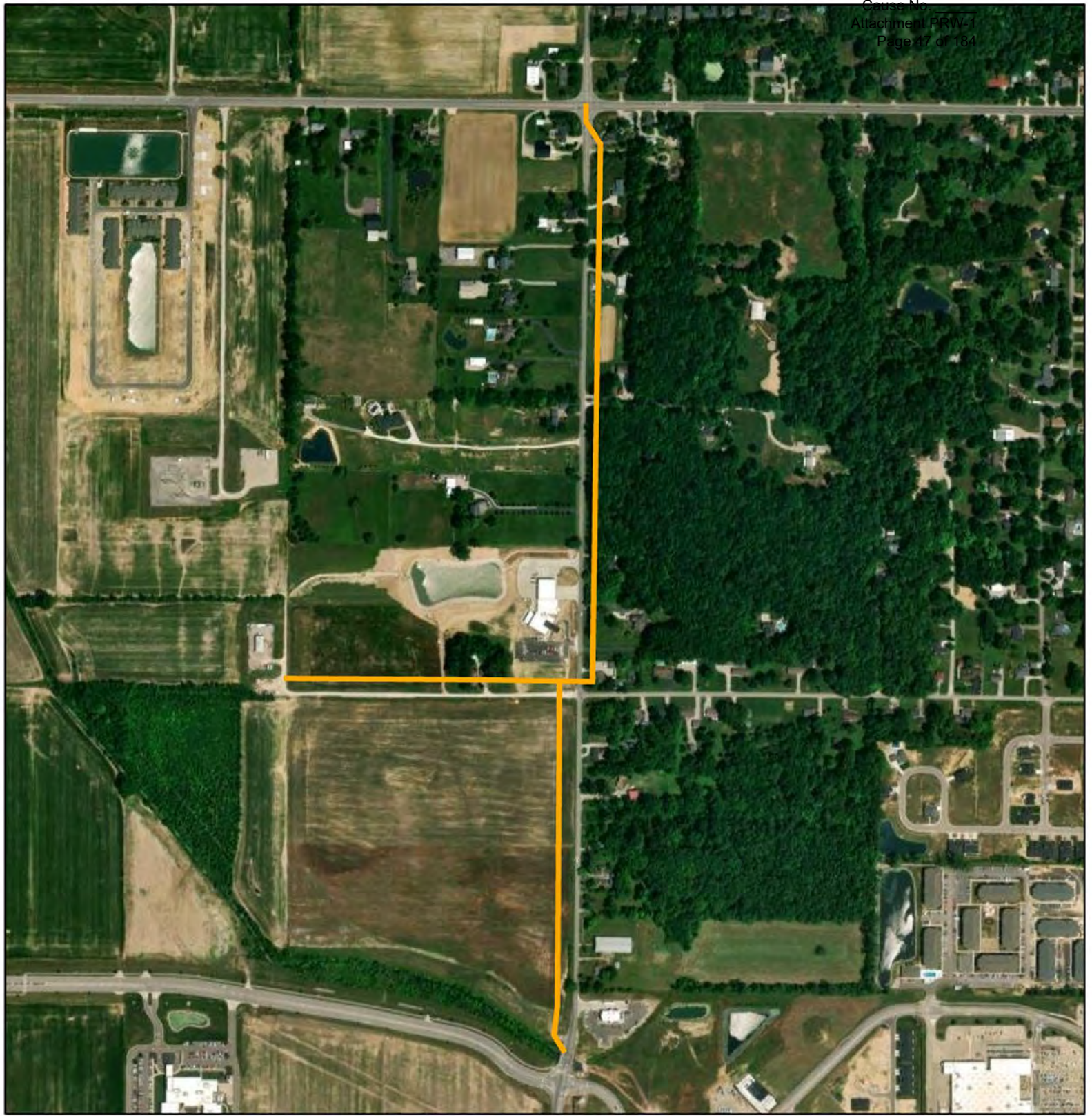


Appendix B: Telephone Road Relocation
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana



Legend	
	Replace with 8"
	Replaced with 6"
	Replace with 2"
	New 6"

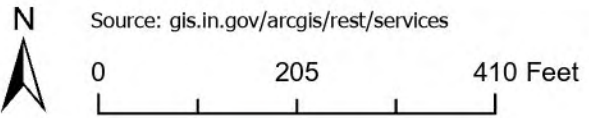
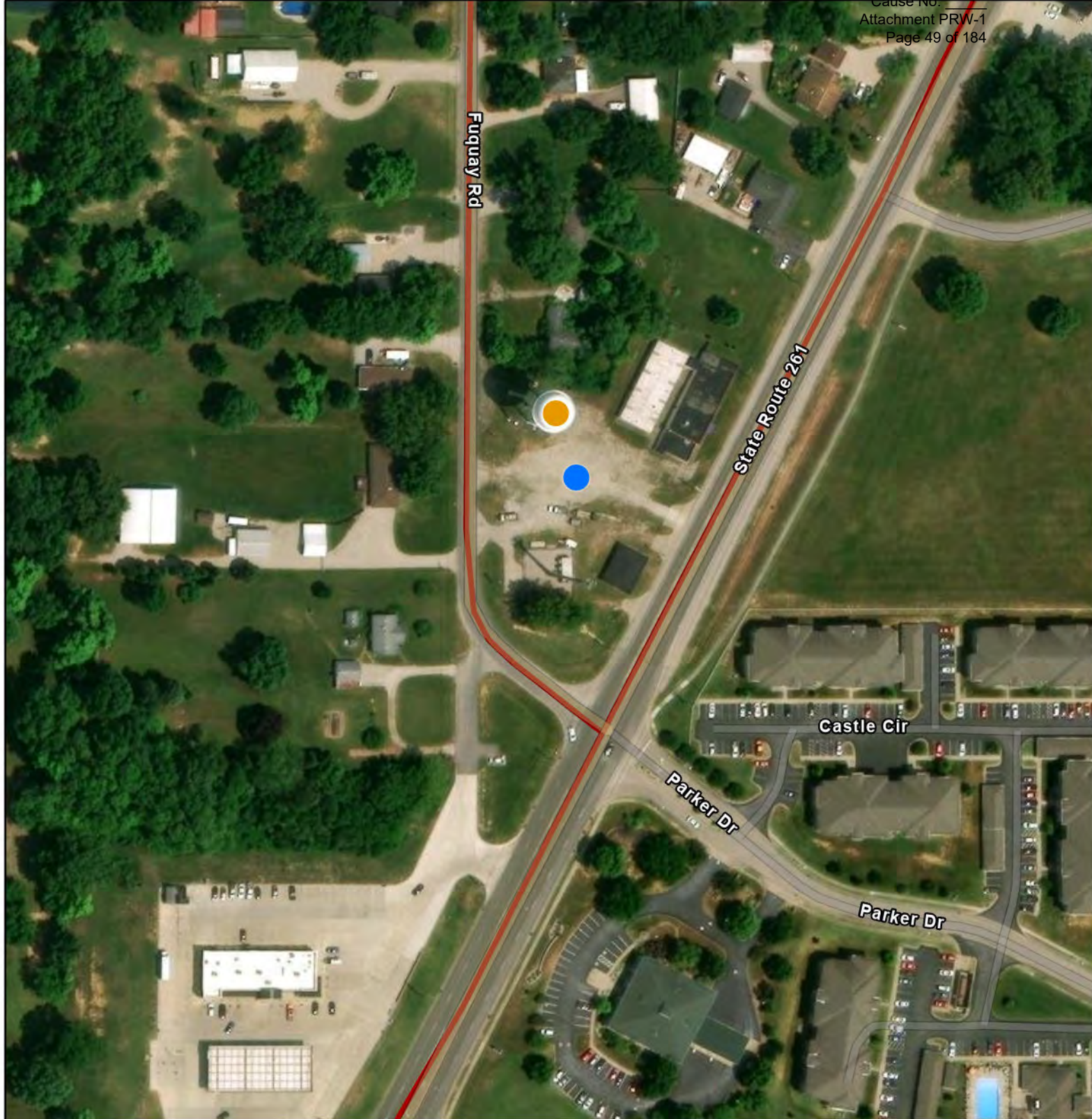
Appendix B: State Street Replacement Location
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana



Legend

Libbert Road
Proposed Location

Appendix B: Libbert Road Replacement Location
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana



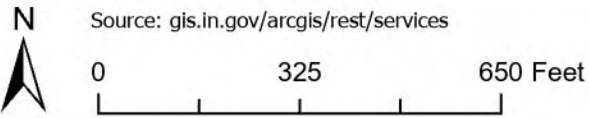
Source: gis.in.gov/arcgis/rest/services



Legend

- Paradise Tower Streets (Red line)
- Existing Tower Location (Yellow circle)
- Proposed Tower Location (Blue circle)

Appendix B: Paradise Tower Location
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana

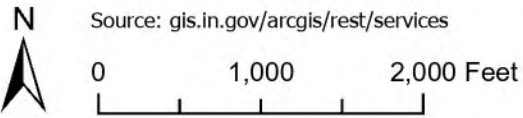


Legend

South Wellfield Land

Appendix B: South Wellfield Location
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana

Appendix C – Project Right-of-Way Acquisition Affected Parcels

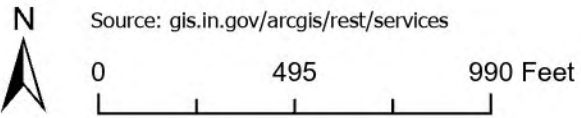


Legend

— Telephone Road Pipes

NOTE:
As the Telephone Road project is within the INDOT ROW, there is no need for procuring more land.

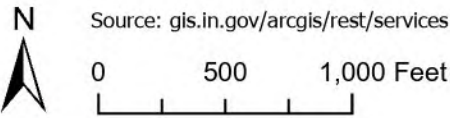
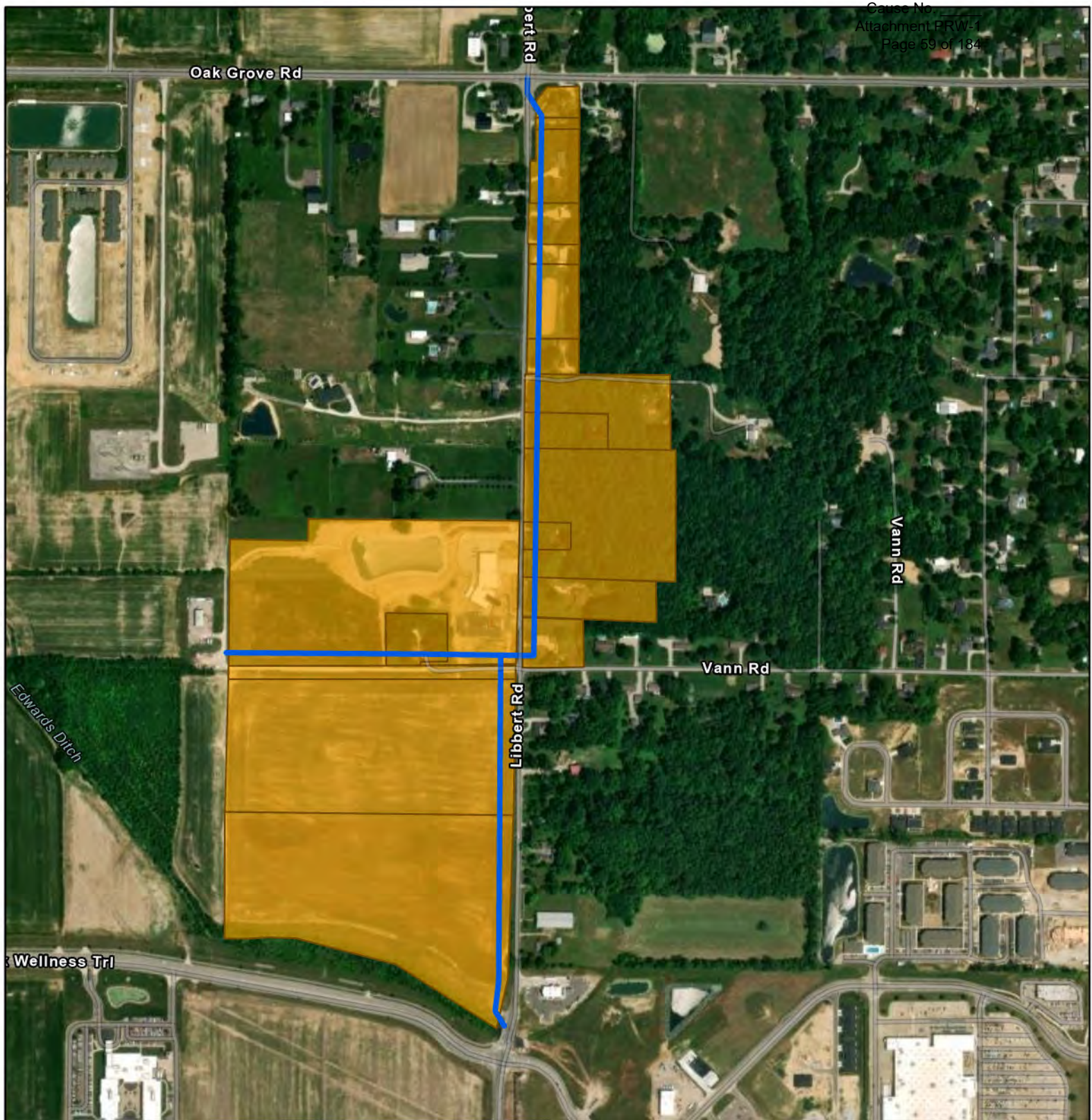
Appendix C: Affected Properties Along Telephone Road
Preliminary Engineering Report
Telephone Road
Warrick County, Indiana



Legend	
State Street Water Mains	State Street Easement
State Street Easement	State Street Affected Properties



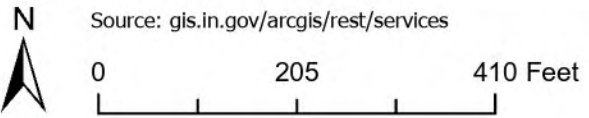
Appendix C: State Street Affected Properties
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana
Des



Legend

- Libbert Road Proposed Location
- Libbert Road Affected Properties

Appendix C: Libbert Road Affected Properties
Preliminary Engineering Reports
Town of Chandler
Warrick County, Indiana



Source: gis.in.gov/arcgis/rest/services



Legend

- Paradise Tower Streets
- Paradise Tower Affected Properties

Appendix C: Paradise Tower Affected Properties
Preliminary Engineering Report
Town of Chandler
Warrick County, Indiana
Des

Appendix D – Construction Cost Estimates

CONSTRUCTION COST SUMMARY					
	Telephone ¹	State	Libbert	Paradise	South Wellfield
CONST	\$ 1,025,590.00	\$ 1,182,000.00	\$ 1,050,000.00	\$ 6,215,000.00	\$ -

¹ Construction cost includes bid and change order request from Jerry Aigner

Appendix D1 – Telephone Road Construction Costs

Telephone Road Construction Cost Summary			
Item	Description	Amount	Support Document
1	Telephone Road Waterline Relocation Base Bid	\$ 988,850.00	Bid Form from Jerry Aigner Const. dated 03/04/2024
2	Telephone Road Waterline Relocation Change Order	\$ 36,740.00	Email of Change Order Amount dated 06/14/2024
		\$ 1,025,590.00	

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Chandler, 401 E Lincoln Avenue, Chandler, Indiana 47610**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with supporting data; and
 - D. **Contractors Bid for Public Work - Form 96**
 - E. **Bid Form Attachment A- Bid Prices**
- 2.02 The following documents are required to be submitted within 5 days of request by Owner after bid opening, and are made a condition of this bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform Work in accordance with the Contract Documents at the unit prices indicated in Bid Form Attachment A – Bid Prices, attached to, and submitted with, this Bid Form.
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for **90 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	2-28-2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Jerry Aigner Construction, Inc.
(typed or printed name of organization)

By:

Jerry L Aigner
(individual's signature)

Name:

Jerry L Aigner
(typed or printed)

Title:

President
(typed or printed)

Date:

3/4/2024
(typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Carra Meuth
(individual's signature)

Name:

Carra Meuth
(typed or printed)

Title:

Witness
(typed or printed)

Date:

3/4/24
(typed or printed)

Address for giving notices:

944 N. Baker Rd
Boonville IN 47601

Bidder's Contact:

Name:

Jordan Aigner
(typed or printed)

Title:

Estimator / Engineer
(typed or printed)

Phone:

812-430-8023

Email:

Jordana@aignerconstruction.com

Address:

944 N. Baker Rd
Boonville, Indiana 47601

Bidder's Contractor License No.: (if applicable) _____

BASE BID

BID FORM ATTACHMENT A - BID PRICES

OWNER: Chandler Utilities

PROJECT: Telephone Road Waterline Relocation

Bidder will complete the Work for the following Unit price(s):

Administrative

- 1 Mobilization/Demobilization (not to exceed 5% of base bid)
- 2 Maintenance of Traffic

Sitework

- 3 Pavement Removal
- 4 Erosion Control
- 5 Structure Backfill
 - 5 01 Over Water Mains

Water Systems

- 6 Water Mains
 - 6 01 2-Inch Water Mains
 - 6 02 4-Inch Water Mains
 - 6 03 6-Inch Water Mains
 - 6 04 8-Inch Water Mains
 - 6 05 6-inch Water Mains, Horizontal Directional Drill
 - 6 06 8-inch Water Mains, Horizontal Directional Drill

7 Valves

- 7 01 2-Inch Ball Valves
- 7 02 6-Inch Gate Valves
- 7 03 8-Inch Gate Valves
- 7 04 Valves, Abandon

8 Hydrants

- 8 01 Fire Hydrant Assembly, Abandon Existing
- 8 02 Fire Hydrant Assembly
- 8 03 Fire Hydrant Assembly, Furnish Hydrant to Owner

9 Water Main Connections

- 9 01 Tapping Sleeve and Valve Connections (4-Inch x 4-Inch)
- 9 02 Tapping Sleeve and Valve Connections (6-Inch x 6-Inch)
- 9 03 Tapping Sleeve and Valve Connections (8-Inch x 8-Inch)
- 9 04 Type "C" Water Main Connection (2-Inch x 2-Inch)
- 9 05 Line Stop and Cap, up to 6-Inch
- 9 06 Line Stop and Cap, 8-inch to 12-inch
- 9 07 Cap, up to 6-Inch
- 9 08 Cap, 8-inch to 12-inch
- 9 09 Insertion Valve, 6-inch

10 Water Services

- 10 01 Meter Setting Relocation
- 10 02 1-inch Water Service, Open Cut
- 10 03 1-inch Water Service - Directional Bore

11 Water Main Stream Crossings

- 11 01 8-Inch Water Main Stream Crossing Valve Pits

Bases and Pavements

12 Pavements

- 12 01 Driveway Repair, Aggregate

Lawns and Grasses

13 Lawns and Grasses

- 13 01 Lawns and Grasses

Estimated Quantity	Unit Type	Unit Price	Estimated Price
	1 LS	45,036	45,036
	1 LS	15,000	15,000
	500 SY	45.00	22,500
	1 LS	20,000	20,000
	901 LF	32.00	28,832
	23 LF	100	2,300
	16 LF	200	3,200
	340 LF	50	17,000
	6,566 LF	36	236,376
	200 LF	116	23,200
	520 LF	126	65,520
	1 EA	1,200	1,200
	2 EA	2,000	4,000
	17 EA	2,800	47,600
	14 EA	2,000	28,000
	5 EA	3,500	17,500
	13 EA	7,000	91,000
	1 EA	7,500	7,500
	1 EA	3,900	3,900
	5 EA	4,000	23,000
	3 EA	6,600	19,800
	1 EA	1,200	1,200
	6 EA	2,000	12,000
	3 EA	8,500	25,500
	2 EA	1,000	2,000
	1 EA	1,000	1,000
	1 EA	10,000	10,000
	58 EA	2,500	145,000
	280 LF	30.00	8,400
	1,900 LF	16.40	31,160
	1 EA	5,000	5,000
	564 LF	11.50	6,486
	9,320 SY	2.00	18,640

BID FORM

BASE BID

Water Main Relocation Bid Amount

Total Unit Price Base Bid Amount, inclusive of all Pay Items:

Nine hundred eighty-eight thousand
(words) eight hundred fifty dollars

\$ 988,850.00
(numerals)

Bidder: Jerry Aigner Const

Date: 3-4-2024

By: *Jerry L. Aigner*
(Signature of Bid Form Signatory)

Name (typed or printed): Jerry L. Aigner



BID FORM

Pete Wamsley

From: Darren McClellan <darrenm@aignerconstruction.com>
Sent: Friday, June 14, 2024 1:23 PM
To: Cody Sims; Pete Wamsley; Carl Frey
Subject: RE: Telephone Road Casing

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Pete,

To clarify. It is a \$167/LF ADD to item 6.06 to supply and pull in a 16" HDPE casing to accommodate the 8" pipe. Making the total of item 6.06 \$293/LF.

Thanks,
Darren McClellan
Senior Project Manager

Water Main Relocation Change Order Amount:
\$167/LF * 220LF = \$36,740



Jerry Aigner Construction Inc.
M: 812-305-3886
O: 812-897-5815

From: Cody Sims <codys@aignerconstruction.com>
Sent: Friday, June 14, 2024 11:02 AM
To: Pete Wamsley <pwamsley@b-l-n.com>; Carl Frey <cfrey@b-l-n.com>
Cc: Darren McClellan <darrenm@aignerconstruction.com>
Subject: Telephone Road Casing

Pete,

Per our conversation at the pre bid, the price for 16" HDPE casing item 6.06 (bore, supply, and pull-in) will be \$167.00/LF for the 8" pipe. Please review and let us know how to proceed.

Thanks,

Cody Sims



Jerry Aigner Construction, Inc.
944 N. Baker Road
Boonville IN 47601

Office: (812)-897-5815
Cell: (812)-629-3833

Appendix D2 – State Street Construction Costs Estimate

**CHANDLER UTILITIES
STATE ST WATER MAIN REPLACEMENT**

Alternative:

Considerations:

Level of Certainty: **30% Design Level**

Prepared By: CMJ

Date: 12/12/2023

Checked By: PRW

Date: 7/17/2024

Item No.	Quantity	Unit Type	Unit Cost	Extension	Section Total
CONSTRUCTION COST ESTIMATE					
Administrative					
1		1 LS	\$60,000.00	\$60,000	\$96,000
2		1 LS	\$36,000.00	\$36,000	
Sitework					
3	72 SY		\$10.00	\$720	\$74,170
4	1 LS		\$10,000.00	\$10,000	
5	1 LS		\$12,000.00	\$12,000	
6					
6.01	1,470 LF		\$35.00	\$51,450	
Water Systems					
7					\$925,705
7.01	303 LF		\$100.00	\$30,300	
7.02	2,518 LF		\$75.00	\$188,850	
7.03	2,443 LF		\$85.00	\$207,655	
7.04	260 LF		\$240.00	\$62,400	
8					
8.01	1 EA		\$2,000.00	\$2,000	
8.02	7 EA		\$3,500.00	\$24,500	
8.03	8 EA		\$4,000.00	\$32,000	
8.04	6 EA		\$600.00	\$3,600	
9					
9.01	1 EA		\$4,500.00	\$4,500	
9.02	9 EA		\$8,500.00	\$76,500	
10					
10.01	4 EA		\$6,000.00	\$24,000	
10.02	2 EA		\$5,000.00	\$10,000	
10.03	2 EA		\$3,000.00	\$6,000	
10.04	8 EA		\$6,500.00	\$52,000	
11					
11.01	43 EA		\$3,000.00	\$129,000	
11.02	8 EA		\$3,500.00	\$28,000	
11.03	1,110 LF		\$40.00	\$44,400	
Bases and Pavements					
12					\$68,400
12.01	440 LF		\$85.00	\$37,400	
12.02	500 SY		\$50.00	\$25,000	
13					
13.01	60 SY		\$100.00	\$6,000	
Lawns and Grasses					
14					\$18,000
14.01	3,600 SY		\$5.00	\$18,000	
SUBTOTAL ESTIMATED CONSTRUCTION COSTS					\$1,182,275
TOTAL ESTIMATED CONSTRUCTION COSTS					\$1,182,000

This opinion of probable construction cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's 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 this opinion of probable construction cost.

Appendix D3 – Libbert Road Construction Costs Estimate

Chandler Utilities
Libbert Road Water Main
Alternative: Base
Considerations:
Level of Certainty: 30% Design Level

Prepared By:	BSM	Date:	11/30/2023
Checked By:	PRW	Date:	7/17/2024

No.	Item	Quantity	Unit Type	Unit Cost	Extension	Section Total
CONSTRUCTION COST ESTIMATE						
Administrative						
1	Mobilization/Demobilization	1	LS	\$55,000.00	\$55,000	\$88,000
2	Maintenance of Traffic	1	LS	\$33,000.00	\$33,000	
Sitework						
3	Pavement Removal	202	SY	\$10.00	\$2,022	\$42,272
4	Dewatering	1	LS	\$10,000.00	\$10,000	
5	Erosion Control	1	LS	\$11,000.00	\$11,000	
6	Structure Backfill					
6.01	Over Sewer Mains	550	LF	\$35.00	\$19,250	
Water Systems						
7	Water Mains					\$858,000
7.01	8-Inch Water Mains - Libbert North	2,540	LF	\$85.00	\$215,900	
7.02	8-Inch Water Mains - Libbert South	1,640	LF	\$85.00	\$139,400	
7.03	8-Inch Water Mains - Vann Extension	1,280	LF	\$85.00	\$108,800	
7.04	8-inch Water Mains, Horizontal Directional Drill	240	LF	\$240.00	\$57,600	
8	Valves					
8.01	8-Inch Gate Valves	8	EA	\$4,000.00	\$32,000	
8.02	Valves, Abandon	5	EA	\$600.00	\$3,000	
9	Hydrants					
9.01	Fire Hydrant Assembly	9	EA	\$8,500.00	\$76,500	
10	Water Main Connections					
10.01	Tapping Sleeve and Valve Connections (4-Inch x 4-Inch)	1	EA	\$5,000.00	\$5,000	
10.02	Tapping Sleeve and Valve Connections (6-Inch x 6-Inch)	3	EA	\$6,000.00	\$18,000	
10.03	Tapping Sleeve and Valve Connections (8-Inch x 8-Inch)	1	EA	\$8,000.00	\$8,000	
10.04	Line Stop and Cap, up to 6-Inch	4	EA	\$6,500.00	\$26,000	
10.05	Line Stop and Cap, 8-inch to 12-inch	1	EA	\$8,500.00	\$8,500	
11	Water Services					
11.01	Meter Setting Relocation	30	EA	\$3,500.00	\$105,000	
11.02	1-inch Water Service, Open Cut	210	LF	\$30.00	\$6,300	
11.03	1-inch Water Service - Directional Bore	960	LF	\$50.00	\$48,000	
Bases and Pavements						
12	Pavements					\$39,250
12.01	Driveway Repair	300	SY	\$60.00	\$18,000	
12.02	Road Repair, Asphalt Patch	250	LF	\$85.00	\$21,250	
Lawns and Grasses						
13	Lawns and Grasses					\$22,000
13.01	Lawns and Grasses	4,400	SY	\$5.00	\$22,000	
Subtotal Estimated Construction Costs						\$1,049,522
Construction Contingencies (00%)						\$478
TOTAL ESTIMATED CONSTRUCTION COSTS						\$1,050,000

This opinion of probable construction cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's 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 this opinion of probable construction cost.

Appendix D4– Paradise Storage Tank Construction Costs Estimate

OWNER NAME Town of Chandler
PROJECT NAME New Paradise 1.5 MG Storage Tank
Alternative:

Considerations:

Level of Certainty: **Preliminary Scoping**

Prepared By:	BSM	Date:	10/16/2023
Checked By:	PRW	Date:	7/18/2024

Item No.	Quantity	Unit Type	Unit Cost	Extension	Section Total
CONSTRUCTION COST ESTIMATE					
Administrative					
1					\$495,900
1		1 LS	\$350,000.00	\$350,000	
2		1 LS	\$100,000.00	\$100,000	
3		18 Mo	\$2,550.00	\$45,900	
Sitework					
4		1 LS	\$80,000.00	\$80,000	\$935,000
5		1 LS	\$60,000.00	\$60,000	
6		1 LS	\$100,000.00	\$100,000	
7		1 LS	\$80,000.00	\$80,000	
8		1,000 LF	\$120.00	\$120,000	
9		1 LS	\$100,000.00	\$100,000	
10		1 LS	\$165,000.00	\$165,000	
11		1 LS	\$150,000.00	\$150,000	
12		1 LS	\$80,000.00	\$80,000	
Water Systems					
13					\$79,000
13.01	200	10-Inch Water Mains LF	\$250.00	\$50,000	
14					
14.01	4	10-Inch Gate Valves EA	\$3,000.00	\$12,000	
15					
15.01	2	Fire Hydrants EA	\$8,500.00	\$17,000	
Elevated Storage Tank					
16					\$4,190,000
16.01	1	1,500,000 Gallon LS	\$4,150,000.00	\$4,150,000	
16.02	1	Tank Inspection LS	\$40,000.00	\$40,000	
Storage Tank Controls					
17		1 LS	\$450,000.00	\$450,000	\$450,000
Bases and Pavements					
18					\$40,000
18.01	500	Concrete Pavement, 8" SY	\$80.00	\$40,000	
Lawns and Grasses					
19					\$25,000
19.01	5,000	Seeding SY	\$5.00	\$25,000	
SUBTOTAL ESTIMATED CONSTRUCTION COSTS					\$6,214,900
TOTAL ESTIMATED CONSTRUCTION COSTS					\$6,215,000

This opinion of probable construction cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's 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 this opinion of probable construction cost.

**Appendix E – Non-Construction Costs
(Excludes Land Costs and ROW Services)**

NON-CONSTRUCTION COST SUMMARY					
	Telephone	State	Libbert	Paradise	Wellfield ³
Survey ^{1,2}	\$ -	\$ 62,923.24	\$ 59,400.00	\$ 8,600.00	\$ -
Design	\$ 67,300.00	\$ 66,300.00	\$ 77,000.00	\$ 118,900.00	\$ -
Bidding	\$ 15,000.00	\$ 12,000.00	\$ 15,800.00	\$ 15,900.00	\$ -
Const. Admin	\$ 35,800.00	\$ 44,300.00	\$ 41,100.00	\$ 135,100.00	\$ -
Const. Obs	\$ 183,800.00	\$ 122,000.00	\$ 132,200.00	\$ 550,400.00	\$ -
Permits/Meetings	\$ 16,000.00	\$ 6,000.00	\$ 16,000.00	\$ 22,000.00	\$ -
Subconsultants ⁴	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -
NON-CONST	\$ 317,900.00	\$ 313,523.24	\$ 341,500.00	\$ 892,900.00	\$ -

¹ No survey for Telephone Road - performed by Road Reconstruction Designers

² Survey for State Street includes \$20,523.24 supplement

³ No non-construction costs included for South Wellfield land acquisition

⁴ Electrical and Geotechnical subconsultants required for Paradise Tank Project

Appendix E1 – Telephone Road Non-Construction Costs

**CONTRACT FOR
ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 16 day of March, 2020, by and between the Town of Chandler, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

**Telephone Road Water Main and Sanitary Sewer Relocation
Bell Road to Fuquay Road
Warrick County, Indiana**

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

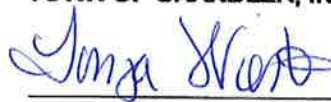
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

**CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.**

(President)



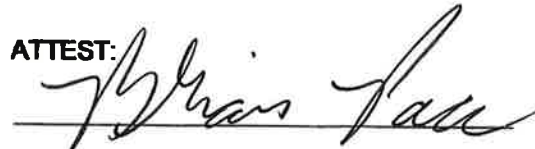
**OWNER:
TOWN OF CHANDLER, INDIANA**



Tonya Wester
Council President

ATTEST

ATTEST:



APPENDIX "A"

Services by Consultant

The CONSULTANT's understanding of the Project is as follows:

The Project includes the relocation of an existing 6-inch water main prior to Warrick County's Telephone Road Reconstruction Project. The 6-inch water main replacement begins near the intersection of Telephone Road and Bell Road and extends east approximately 6,600 feet to the intersection of Bell Road and Fuquay Road. It is assumed that the new water main will be an 8-inch PVC main located on the south side of the road and within 7 feet from the edge of pavement. Additionally, it is assumed that the water main will be located within the existing and/or proposed right of way of Telephone Road.

The Project also includes the relocation of an existing 8-inch sanitary sewer main prior to the road reconstruction project. The 8-inch sewer main replacement begins near the intersection of Telephone Road and Bell Road and extends east to the intersection of Bell Road and Fuquay Road, approximately 4,100 feet. The existing sanitary sewers are located on the south side of Telephone Road (same as the water) between Bell Road and Sandal Way. The sewer is located on the north side of Telephone Road between Sandal Way and Fuquay Road. However, the sewers do not run continuous on the north side. It is assumed that the new sewer main will be an 8-inch PVC main located on the same side of the road as the existing and will be located in the pavement area (depending on the road R/W availability and as site conditions dictate).

The CONSULTANT shall provide the OWNER with the following Services:

Sewer Design
Costs not included
in this PER

1. Water and Sewer Main Design
 - 1.1 Prepare plans to appropriate scale, specifications and estimates of construction cost for the Project.
 - 1.2 The work items and tasks incorporated into the design phase of the Project include:
 - 1.2.1 Site investigations
 - 1.2.2 Design calculations
 - 1.2.3 Construction plans and specifications
 - 1.2.4 Bidding and contract documents
2. Construction Bidding Phase
 - 2.1 Furnish the personnel to complete the following tasks:
 - 2.1.1 Assist the OWNER in bid advertising
 - 2.1.2 Send out plans and specifications to bidders
 - 2.1.3 Prepare and distribute addenda
 - 2.1.4 Assist with bidder's questions
 - 2.1.5 Conduct a pre-bid meeting
 - 2.1.6 Attend the bid opening
 - 2.1.7 Tabulate the bid results and prepare a recommendation letter

3. Construction Administration

3.1 Furnish the personnel to complete the following tasks:

- 3.1.1 Conduct a pre-construction conference
- 3.1.2 Conduct construction progress meetings
- 3.1.3 Respond to contractor's questions
- 3.1.4 Review and prepare change orders
- 3.1.5 Review shop drawings
- 3.1.6 Review pay estimates
- 3.1.7 Prepare record drawings
- 3.1.8 Attend final walkthrough

4. Part-Time Construction Observation

- 4.1 Furnish a part-time Resident Project Representative (RPR) and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the part-time RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof.

5. General

- 5.1 Prepare applications and documents to assist the OWNER in obtaining permits from various governmental agencies. It is anticipated that an IDEM Sanitary Sewer Construction Permit will be required.

ATTACHMENT A-1

Duties, Responsibilities and Limitations of Authority Of Part-Time Resident Project Representative

The CONSULTANT shall furnish a part-time Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor.

Through part-time on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
 - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:* Record date of receipt of Shop Drawings and Samples.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Reports:*
 - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the

CONSULTANT Change Orders, Work Change Directives, and Field Orders.

- c. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.

9. *Completion:*

- a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
- b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.

C. Limitations of Authority by RPR

The Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.
2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
7. Shall not authorize the OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

APPENDIX "B"

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Utility plans available to the OWNER covering utility facilities, the location of signals and underground conduits throughout the affected areas.
4. Plans of existing structures within the Project limits, if available.
5. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect on the Project.
6. Designate a representative to act on behalf of the OWNER with respect to the Services to be performed under the Agreement with such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions pertinent to the Services covered by the Agreement.
7. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
8. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
9. Autocad base files, route survey and geotechnical information for the Warrick County Telephone Road Reconstruction Project.

APPENDIX "C"

Notice to Proceed and Schedule

Unless otherwise directed by the OWNER, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

APPENDIX "D"

Compensation

Sewer Design
Costs not included
in this PER

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Item 1, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a.	Appendix "A", Item 1 (Water Main Design)	\$ 67,300.00
b.	Appendix "A", Item 1 (Sewer Main Design)	\$ 61,600.00
2. Compensate the CONSULTANT for the contract administration and for additional services as requested in writing by the OWNER, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
3. Compensate the CONSULTANT for any Post Design Services provided on behalf of the OWNER on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). Post Design Services include any additional submissions of final tracings not due to the fault of the CONSULTANT.
4. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT, that extend the project design completion beyond 24 months from notice-to-proceed.
5. The compensation to the CONSUTLANT for such professional services under Appendix "A", Item 2 (Bidding Phase), Item 3 (Construction Administration), Item 4 (Part-Time Construction Observation) and Item 5 (General) shall be determined at a later date.

ATTACHMENT "D-1"
Classifications and Billing Rates
Year 2019/2020

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$300.00
Department Manager	295.00
Project Manager	225.00
Project Engineer	155.00
Engineer Intern	115.00
Senior Environmental Analyst	215.00
Environmental Analyst	110.00
Land Surveyor	170.00
Senior Project Coordinator	275.00
Project Coordinator	125.00
CAD Technician	120.00
Survey Technician	125.00
R/W Services Technician	120.00
RPR	130.00
Legal/Contracts	225.00
Office Intern	60.00
Administration	110.00

The Hourly Rates are subject to revision in July of each year.

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this 16 day of JANUARY, 2024, by and between the Town of Chandler, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated March 16, 2020, to provide professional engineering services for the Telephone Road Water Main and Sanitary Sewer Relocation, Bell Road to Fuquay Road, and,

WHEREAS, the OWNER desires to begin construction observation, administration and bidding for the project, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On Page 2, Appendix "A" of the original Agreement, paragraph 4 is revised as follows:
 4. Construction Observation
 - 4.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is anticipated that the RPR will be on site forty four (44) hours/week for the twenty six (26) week construction duration.

2. On Page 2, Appendix "A" of the original Agreement, paragraph 5 is revised as follows:
 5. General
 - 5.1 Prepare applications and documents to assist the OWNER in obtaining permits from various governmental agencies. It is anticipated that one (1) IDEM Sanitary Sewer Construction Permit, one (1) County Road Crossing Permit and one (1) Construction Stormwater General Permit will be required.

3. On Page 1, Appendix "D" of the original Agreement, under paragraph 1, add the following:

c. Appendix "A", Item 2 (Construction Bidding Phase)	\$15,000.00
--	-------------

- 4. On Page 1, Appendix "D" of the original Agreement, paragraph 5 is stricken.
- 5. On Page 1, Appendix "D" of the original Agreement, add the following:
 - 6. Compensate the CONSULTANT for the Services under Appendix "A", Item 3 (Construction Administration), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of thirty five thousand eight hundred dollars (\$35,800.00). The CONSULTANT is to be compensated monthly.
 - 7. Compensate the CONSULTANT for the Services under Appendix "A", Item 4 (Construction Observation), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of one hundred eighty three thousand eight hundred dollars (\$183,800.00). The CONSULTANT is to be compensated monthly.
 - 8. Compensate the CONSULTANT for the Services under Appendix "A", Item 5, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of sixteen thousand dollars (\$16,000.00). The CONSULTANT is to be compensated monthly.
- 6. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated March 16, 2020, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

DocuSigned by:
Thomas C. Longest
(President)

OWNER:
TOWN OF CHANDLER, INDIANA

[Signature]
COUNCIL PRESIDENT
1/16/24

ATTEST:

DocuSigned by:
Larry Haag

ATTEST:

[Signature]

Appendix E2 – State Street Non-Construction Costs

**CONTRACT FOR
ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 19th day of September, 2022, by and between the Town of Chandler, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

**State Street Water Main Replacement
Town of Chandler, Indiana**

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
TOWN OF CHANDLER, INDIANA

DocuSigned by:
James B. Longest
(President)...

[Signature]
Council Resident

ATTEST:
DocuSigned by:
Larry Haag
CCE8AA7D84C549D...

ATTEST.
[Signature]

APPENDIX "A"

Services by Consultant

The CONSULTANT's understanding of the Project is as follows:

The Project includes the replacement of 2,700 LF of 6" AC water main along State Street between Washington Street and Nancy Lane with a new 8" PVC main. The Project also includes replacement of approximately 300 LF of 4" main along Cherry Street west of State Street, the addition of approximately 650 LF of 6" PVC on Oak Street between State Street and Jaycee Street, and addition of approximately 900 LF of 6" PVC west along Greenwood from State Street to the existing 6" dead end main.

The CONSULTANT shall provide the OWNER with the following Services:

1. Route Survey
 - 1.1 Perform the fieldwork for the route survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
2. Design
 - 2.1 Prepare plans to appropriate scale, specifications and estimates of construction cost for the Project.
 - 2.2 The work items and tasks incorporated into the design phase of the Project include:
 - 2.2.1 Site investigations
 - 2.2.2 Design calculations
 - 2.2.3 Construction plans and specifications
 - 2.2.4 Bidding and contract documents
3. Construction Observation
 - 3.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is anticipated that the RPR will be on site 44 hours/week for the 16 week construction duration.
4. Construction Bidding Phase
 - 4.1 Furnish the personnel to complete the following tasks:
 - 4.1.1 Assist the OWNER in bid advertising
 - 4.1.2 Send out plans and specifications to bidders
 - 4.1.3 Prepare and distribute addenda
 - 4.1.4 Assist with bidder's questions

- 4.1.5 Conduct a pre-bid meeting
- 4.1.6 Attend the bid opening
- 4.1.7 Tabulate the bid results and prepare a recommendation letter

5. Construction Administration

5.1 Furnish the personnel to complete the following tasks:

- 5.1.1 Conduct a pre-construction conference
- 5.1.2 Conduct construction progress meetings
- 5.1.3 Respond to contractor's questions
- 5.1.4 Review and prepare change orders
- 5.1.5 Review shop drawings
- 5.1.6 Review pay estimates
- 5.1.7 Prepare record drawings
- 5.1.8 Attend final walkthrough

6. General

- 6.1 Prepare applications and documents to assist the OWNER in obtaining permits from various governmental agencies. It is anticipated that one (1) IDEM NOI Permit and one (1) Construction in a Floodway Permit will be required.
- 6.2 Meet with the OWNER or its representatives, when requested or necessary for consultation or conference.

ATTACHMENT A-1

Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

The CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor.

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
 - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. ***Interpretation of Contract Documents:*** Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. ***Modifications:*** Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. ***Records:***
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. ***Reports:***
 - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the CONSULTANT Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.
12. *Completion:*
 - a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

The Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.
2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. **Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.**
6. **Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.**
7. **Shall not authorize the OWNER to occupy the Project in whole or in part.**
8. **Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.**

APPENDIX "B"

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Designate a representative to act on behalf of the OWNER with respect to the Services to be performed under the Agreement with such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions pertinent to the Services covered by the Agreement.
4. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
5. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Notice to Proceed and Schedule

Unless otherwise directed by the OWNER, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

\$20,523.24 Supplement for additional survey approved June 8, 2023

APPENDIX "D"

Compensation

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Items 1, 2 and 4, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a. Appendix "A", Item 1 (Survey)	\$ 42,400.00
b. Appendix "A", Item 2 (Design)	\$ 66,300.00
c. Appendix "A", Item 4 (Bidding Phase Services)	\$ 12,000.00
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 3 (Construction Observation), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expenses plus 10%) with a not to exceed limit of one hundred twenty two thousand dollars (\$122,000.00). The CONSULTANT is to be compensated monthly.
3. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Construction Administration), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of forty four thousand three hundred dollars (\$44,300.00). The CONSULTANT is to be compensated monthly.
4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
5. Compensate the CONSULTANT for the contract administration and for additional services as requested in writing by the OWNER, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
6. Compensate the CONSULTANT for section corner perpetuation (if required) and any work required due to changes in the proposed right-of-way as a result of property owner negotiations or at the request of the OWNER on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
7. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT, that extend the project design completion beyond 24 months from notice-to-proceed.

ATTACHMENT "D-1"**Classifications and Billing Rates****Year 2022/2023**

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$300.00
Department Manager	300.00
Project Manager	240.00
Project Engineer	180.00
Engineer Intern	130.00
Senior Environmental Analyst	225.00
Environmental Analyst	115.00
Land Surveyor	195.00
Senior Project Coordinator	290.00
Project Coordinator	135.00
CAD Technician	130.00
Survey Technician	145.00
R/W Services Technician	135.00
RPR	135.00
Legal/Contracts	230.00
Office Intern	70.00
Administration	130.00

The Hourly Rates are subject to revision in July of each year.

APPENDIX "E"

Standard Terms and Conditions

- 1. STANDARD OF CARE.** The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.
- 2. CHANGE OF SCOPE.** The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.
- 3. USE OF DOCUMENTS.** All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 4. RELATIONSHIP WITH CONTRACTORS.** CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.
- 5. DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.
- 6. TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.
- CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.
- 7. INSURANCE.** CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.
- 8. INDEMNITY.** OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.
- 9. LIMITATIONS OF LIABILITY.** No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.
- 10. CONSULTANT VERIFICATION.** The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.
- 11. LATE PAYMENTS.** If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.
- 12. MISCELLANEOUS.** The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.
- 13. E-VERIFY.** Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.
- 14. NO INVESTMENT IN IRAN.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

APPENDIX "F"

E-Verify Affidavit

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The OWNER may terminate the Contract for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the Owner."

Beam, Longest and Neff, L.L.C.

DocuSigned by: (Business Name)

By: James B Longest

828953282077430... (Signature)

James B. Longest

(Printed)

President

Appendix E3 – Libbert Road Non-Construction Costs

CONTRACT FOR
ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 20 day of FEBRUARY, 2024, by and between the Town of Chandler, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

Libbert Road Water Main Replacement
Town of Chandler, Indiana

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

DocuSigned by:
Thomas C. Longest

E7AEED1E2EBD42D...
(President)

OWNER:
TOWN OF CHANDLER, INDIANA

Tonya Wester

Tonya Wester

Council President

ATTEST:

DocuSigned by:
Larry Haag

CCE8A7D64C549D...

ATTEST:

[Signature]

APPENDIX "A"

Services by Consultant

The CONSULTANT's understanding of the Project is as follows:

The Project involves the construction of an 8-inch water main beginning approximately 235 feet northwest of the intersection of Warrick Trail and Libbert Road. The 8-inch water main extends north approximately 4,200 feet north near the southeast intersection of Oak Grove Road and Libbert Road. This project also includes the construction of a 6-inch water main beginning at the intersection of Vann Road and Libbert Road. The 6-inch water main extends west along the south side of Vann Road approximately 1,300 feet. The water main will be installed approximately 50 feet from the centerline of the road.

The CONSULTANT shall provide the OWNER with the following Services:

1. Route Survey
 - 1.1 Perform the fieldwork for the route survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
2. Design
 - 2.1 Prepare plans to appropriate scale, specifications and estimates of construction cost for the Project.
 - 2.2 The work items and tasks incorporated into the design phase of the Project include:
 - 2.2.1 Site investigations
 - 2.2.2 Design calculations
 - 2.2.3 Construction plans and specifications
 - 2.2.4 Bidding and contract documents
3. Right-of-Way Engineering and Services
 - 3.1 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
 - 3.2 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
 - 3.3 Furnish personnel for right-of-way management, appraising, owner negotiations and negotiation reviews as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.
 - 3.4 Prepare transfer documents as needed for the acquisition of right-of-way, easements or right-of-entry for the Project
 - 3.5 Furnish personnel for the recording of all transfer documents

3.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.

4. Construction Observation

4.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is anticipated that the RPR will be on site 44 hours/week for the 18 week construction duration.

5. Construction Bidding Phase

5.1 Furnish the personnel to complete the following tasks:

- 5.1.1 Assist the OWNER in bid advertising
- 5.1.2 Send out plans and specifications to bidders
- 5.1.3 Prepare and distribute addenda
- 5.1.4 Assist with bidder's questions
- 5.1.5 Conduct a pre-bid meeting
- 5.1.6 Attend the bid opening
- 5.1.7 Tabulate the bid results and prepare a recommendation letter

6. Construction Administration

6.1 Furnish the personnel to complete the following tasks:

- 6.1.1 Conduct a pre-construction conference
- 6.1.2 Conduct construction progress meetings
- 6.1.3 Respond to contractor's questions
- 6.1.4 Review and prepare change orders
- 6.1.5 Review shop drawings
- 6.1.6 Review pay estimates
- 6.1.7 Prepare record drawings
- 6.1.8 Attend final walkthrough

7. General

7.1 Prepare applications and documents to assist the OWNER in obtaining permits from various governmental agencies. It is anticipated that one (1) IDEM NOI Permit, one (1) County Road Crossing Permit and one (1) Construction in a Floodway Permit will be required.

7.2 Meet with the OWNER or its representatives, when requested or necessary for consultation or conference.

ATTACHMENT A-1

Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

The CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor.

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
 - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the CONSULTANT Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.
12. *Completion:*
 - a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

The Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.
2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
7. Shall not authorize the OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

APPENDIX "B"

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
4. Utility plans available to the OWNER covering utility facilities, the location of signals and underground conduits throughout the affected areas.
5. Plans of existing structures within the Project limits, if available.
6. Designate a representative to act on behalf of the OWNER with respect to the Services to be performed under the Agreement with such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions pertinent to the Services covered by the Agreement.
7. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
8. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Notice to Proceed and Schedule

Unless otherwise directed by the OWNER, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

APPENDIX "D"

Compensation

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Items 1, 2 and 5, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a.	Appendix "A", Item 1 (Survey)	\$ 59,400.00
b.	Appendix "A", Item 2 (Design)	\$ 77,000.00
c.	Appendix "A", Item 5 (Bidding Phase Services)	\$ 15,800.00

2. Compensate the CONSULTANT for the Services under Appendix "A", Item 3 (Right-of-way Engineering and Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
<i>Right-of-Way Engineering</i>	
20 Year Title Search Residential (0 Reports)	\$ 430.00 per report
20 Year Title Search Commercial (0 Reports)	\$ 455.00 per report
20 Year Title Search Municipal (0 Reports)	\$ 505.00 per report
Title Updates (0 Updates)	\$ 205.00 per report
Legal Descriptions (22 Descriptions)	\$ 1,250.00 per description
Parcel Plats (20 Parcels)	\$ 950.00 per parcel
R/W Staking (20 Parcels)*	\$ 720.00 per parcel
<i>Right-of-Way Services</i>	
<i>Appraisals</i>	
- Waiver Valuation (0 Parcels)	\$ 725.00 per parcel
- Value Finding (20 Parcels)	\$ 2,200.00 per parcel
<i>Second Appraisals (if needed)</i>	
-Waiver Valuation (0 Parcels)	\$ 725.00 per parcel
- Value Finding (5 Parcels)	\$ 2,200.00 per parcel
Negotiations (20 Parcels)	\$ 2,250.00 per parcel
Negotiations Review (20 Parcels)	\$ 375.00 per parcel
R/W Management (20 Parcels)	\$ 1,365.00 per parcel

Closing -Transfer Documents, recording
and certification (20 Parcels) \$ 600.00 per parcel

Misc. Fees (contractor estimates, partial release fees) \$ 1,000.00

* Restaking required through no fault of the CONSULTANT shall be compensated at an additional \$720.00 per parcel.

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately two hundred eight thousand seven hundred dollars (\$208,700.00) will be required to complete this work. The CONSULTANT will contact the OWNER when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

3. Compensate the CONSULTANT for the Services under Appendix "A", Item 4 (Construction Observation), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expenses plus 10%) with a not to exceed limit of one hundred thirty two thousand two hundred dollars (\$132,200.00). The CONSULTANT is to be compensated monthly.
4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6 (Construction Administration), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of forty one thousand one hundred dollars (\$41,100.00). The CONSULTANT is to be compensated monthly.
5. Compensate the CONSULTANT for the Services under Appendix "A", Item 7, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
6. Compensate the CONSULTANT for the contract administration and for additional services as requested in writing by the OWNER, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
7. Compensate the CONSULTANT for section corner perpetuation (if required) and any work required due to changes in the proposed right-of-way as a result of property owner negotiations or at the request of the OWNER on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
8. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT, that extend the project design completion beyond 24 months from notice-to-proceed.

ATTACHMENT "D-1"

Classifications and Billing Rates

Year 2023/2024

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$315.00
Department Manager	315.00
Project Manager	245.00
Project Engineer	180.00
Engineer Intern	130.00
Senior Environmental Analyst	225.00
Environmental Analyst	135.00
Land Surveyor	205.00
Senior Project Coordinator	295.00
Project Coordinator	140.00
CAD Technician	140.00
Survey Technician	150.00
R/W Services Technician	140.00
RPR	135.00
Legal/Contracts	230.00
Office Intern	70.00
Administration	170.00

The Hourly Rates are subject to revision in July of each year.

APPENDIX "E" Standard Terms and Conditions

1. STANDARD OF CARE. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

2. CHANGE OF SCOPE. The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

3. USE OF DOCUMENTS. All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

4. RELATIONSHIP WITH CONTRACTORS. CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

5. DELAYS. If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

6. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

7. INSURANCE. CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

8. INDEMNITY. OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. LIMITATIONS OF LIABILITY. No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

10. CONSULTANT VERIFICATION. The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

11. LATE PAYMENTS. If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

12. MISCELLANEOUS. The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

13. E-VERIFY. Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

14. NO INVESTMENT IN IRAN. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

APPENDIX "F"

E-Verify Affidavit

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The OWNER may terminate the Contract for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the Owner."

Beam, Longest and Neff, L.L.C.
(Business Name)

By: _____
(Signature)

Tom Longest
(Printed)

President/COO

Appendix E4– Paradise Storage Tank Non-Construction Costs

CONTRACT FOR
ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 1 day of APRIL, 2024 by and between Town of Chandler, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

Water Tower Design
Town of Chandler, Indiana

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
TOWN OF CHANDLER, INDIANA

DocuSigned by:


(President)



ATTEST:
DocuSigned by:


CCE8AA7D64C549D...

ATTEST:


APPENDIX "A"

Services by Consultant

The CONSULTANT's understanding of the Project is as follows:

OWNER desires to construct a 1.5 million gallon composite water tower at the existing paradise tower site. This site is located at the intersection of Fuquay street and SR 261. The Project will include the demolition of the existing paradise tower and the design of the new 1.5 million gallon composite water tower. The CONSULTANT shall provide the OWNER with the following Services:

1. Design
 - 1.1 Prepare plans to appropriate scale, specifications and estimates of construction cost for the Project.
 - 1.2 The work items and tasks incorporated into the design phase of the Project include:
 - 1.2.1 Site investigations
 - 1.2.2 Client coordination/input meetings
 - 1.2.3 Design calculations
 - 1.2.4 Construction plans and specifications
 - 1.2.5 Bidding and contract documents
2. Soils Investigation and Report
 - 2.1 Obtain the borings and substructure explorations, and the analysis thereof, in connection with the Project.
 - 2.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.
3. Construction Observation
 - 3.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is anticipated that the RPR will be on site 40 hours/week for the 78 week construction duration.
4. Construction Bidding Phase
 - 4.1 Furnish the personnel to complete the following tasks:
 - 4.1.1 Assist the OWNER in bid advertising
 - 4.1.2 Send out plans and specifications to bidders
 - 4.1.3 Prepare and distribute addenda
 - 4.1.4 Assist with bidder's questions
 - 4.1.5 Conduct a pre-bid meeting
 - 4.1.6 Attend the bid opening
 - 4.1.7 Tabulate the bid results and prepare a recommendation letter
5. Construction Administration

5.1 Furnish the personnel to complete the following tasks:

- 5.1.1 Conduct a pre-construction conference
- 5.1.2 Conduct construction progress meetings
- 5.1.3 Respond to contractor's questions
- 5.1.4 Review and prepare change orders
- 5.1.5 Review shop drawings
- 5.1.6 Review pay estimates
- 5.1.7 Prepare record drawings
- 5.1.8 Attend final walkthrough

6. General

- 6.1 Prepare applications and documents to assist the OWNER in obtaining permits from various governmental agencies. It is anticipated that one (1) IDEM permit will be required.
- 6.2 Meet with the OWNER or its representatives, when requested or necessary for consultation or conference. It is assumed that five (5) meetings will be required during the duration of the project.

ATTACHMENT A-1

Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

The CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor.

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
 - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the CONSULTANT Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.
12. *Completion:*
 - a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

The Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.
2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
7. Shall not authorize the OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

APPENDIX "B"

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
4. Designate a representative to act on behalf of the OWNER with respect to the Services to be performed under the Agreement with such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions pertinent to the Services covered by the Agreement.
5. Provide access, at no expense, to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
6. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Notice to Proceed and Schedule

Unless otherwise directed by the OWNER, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

APPENDIX "D"**Compensation**

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Items 1 and 4, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a.	Appendix "A", Item 1 (Design)	\$118,900.00
b.	Appendix "A", Item 1 (Electrical Design)	\$ 22,300.00
c.	Appendix "A", Item 4 (Bidding Phase Services)	\$ 15,900.00
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 2 (Soils Investigation and Report), on the basis of actual cost plus 10% with a not to exceed limit of nineteen thousand seven hundred dollars (\$19,700.00). The CONSULTANT is to be compensated monthly.
3. Compensate the CONSULTANT for Services under Appendix "A", Item 3 (Construction Observation), on an hourly basis by classification, as set out in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of subconsultants, the expenses plus 10%) with a not to exceed limit of five hundred fifty thousand four hundred dollars (\$550,400.00). The CONSULTANT is to be compensated monthly.
4. Compensate the CONSULTANT for Services under Appendix "A", Item 4 (Construction Administration), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of one hundred thirty five thousand one hundred dollars (\$135,100.00). The CONSULTANT is to be compensated monthly.
5. Compensate the CONSULTANT for Services under Appendix "A", Item 5, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of twenty two thousand dollars (\$22,000.00). The CONSULTANT is to be compensated monthly.
6. Compensate the CONSULTANT for the contract administration and for additional services as requested in writing by the OWNER, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
7. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT, that extend the project design completion beyond 24 months from notice-to-proceed.

ATTACHMENT "D-1"
Classifications and Billing Rates
Year 2023/2024

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$315.00
Department Manager	315.00
Project Manager	245.00
Project Engineer	180.00
Engineer Intern	130.00
Senior Environmental Analyst	225.00
Environmental Analyst	135.00
Land Surveyor	205.00
Senior Project Coordinator	295.00
Project Coordinator	140.00
CAD Technician	140.00
Survey Technician	150.00
R/W Services Technician	140.00
RPR	135.00
Legal/Contracts	230.00
Office Intern	70.00
Administration	170.00

The Hourly Rates are subject to revision in July of each year.

APPENDIX "E"

Standard Terms and Conditions

1. STANDARD OF CARE. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

2. CHANGE OF SCOPE. The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

3. USE OF DOCUMENTS. All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

4. RELATIONSHIP WITH CONTRACTORS. CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

5. DELAYS. If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

6. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

7. INSURANCE. CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

8. INDEMNITY. OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. LIMITATIONS OF LIABILITY. No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

10. CONSULTANT VERIFICATION. The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

11. LATE PAYMENTS. If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

12. MISCELLANEOUS. The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

13. E-VERIFY. Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

14. NO INVESTMENT IN IRAN. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

APPENDIX "F"

E-Verify Affidavit

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The OWNER may terminate the Contract for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the Owner."

Beam, Longest and Neff, L.L.C.
(Business Name)

By: _____
(Signature)

James B. Longest
(Printed)

President

Appendix F – Land Costs

LAND AND RIGHT-OF-WAY SERVICES COST SUMMARY					
	Telephone ¹	State ²	Libbert ³	Paradise ⁴	South Wellfield ⁵
Legal Descriptions	\$ -	\$ 12,500.00	\$ 27,500.00	\$ -	\$ 3,750.00
Parcel Plat	\$ -	\$ 9,500.00	\$ 19,000.00	\$ -	\$ 2,850.00
R/W Staking	\$ -	\$ 7,200.00	\$ 14,400.00	\$ -	\$ 2,160.00
Appraisals	\$ -	\$ 22,000.00	\$ 44,000.00	\$ -	\$ 6,600.00
2nd Appraisals	\$ -	\$ 6,600.00	\$ 11,000.00	\$ -	\$ 2,200.00
Negotiations	\$ -	\$ 22,500.00	\$ 45,000.00	\$ -	\$ 6,750.00
Negotiations Review	\$ -	\$ 3,750.00	\$ 7,500.00	\$ -	\$ 1,125.00
R/W Management	\$ -	\$ 13,650.00	\$ 27,300.00	\$ -	\$ 4,095.00
Closing Documents	\$ -	\$ 6,000.00	\$ 12,000.00	\$ -	\$ 1,800.00
Release Fees	\$ -	\$ 500.00	\$ 1,000.00	\$ -	\$ 150.00
LAND SERVICES	\$ -	\$ 104,200.00	\$ 208,700.00	\$ -	\$ 31,480.00
Parcels	0	10	22	2	3
Acreage	0	1.03	1.63	1.14	8.79
Land Value Estimate ⁶	\$ -	\$ 51,500.00	\$ 81,500.00	N/A	\$ 1,318,500.00
Settled Value Estimate ⁷	\$ -	\$ 77,250.00	\$ 122,250.00	N/A	N/A
LAND VALUE	\$ -	\$ 77,250.00	\$ 122,250.00	\$ 680,666.50	\$ 1,318,500.00

¹ No land requirements for Telephone Road. All ROW secured by others

² State Street ROW Services Costs based on unit prices used for Libbert Road

³ Please see Non-Construction Cost attachments for ROW Services unit prices

⁴ Paradise Tank land secured by Chandler includes land purchase price plus costs for demolishing an existing building (see attached) - no ROW Services included

⁵ South Wellfield ROW Services Costs based on unit prices used for Libbert Road

⁶ \$50,000/Acre used for Easements; \$150,000/Acre used for fee simple acquisition

⁷ Settled Value is 1.5x Land Value based on similar easement acquisition from previous projects in Chandler

Appendix F1 – Paradise Water Tower Land Cost Records

BUYER'S STATEMENT

File No.: 23100100
Escrow Officer/Closer: Jeannie M. Kiesel
Settlement Date: November 30, 2023
Buyer: Town of Chandler
Seller: Allied Investment and Development LLC
Property: 2855 State Road 261
Newburgh, IN 47630

DEBITS

Sale Price of Property		620,000.00
Title - Settlement Fee	to Lockyear Title, LLC	400.00
Title - Examination Fee	to Lockyear Title, LLC	150.00
Title - Incoming Wire Fee	to Lockyear Title, LLC	25.00
Title - Final Title Search	to Lockyear Title, LLC	37.50
Title - Owner's Title Insurance	to Lockyear Title, LLC	1,144.00
Title - State Policy Fee	to Lockyear Title, LLC	5.00
Recording Fees	to Warrick County Recorder's Office	55.00
Gross Amount Due From Buyer	TOTAL DEBITS	<u><u>\$ 621,816.50</u></u>

CREDITS

23/24 RE Tax Proration-333 days		3,361.27
23/24 RE Tax Proration-333 days		1,118.04
Less Total Credits to Buyer	TOTAL CREDITS	<u><u>\$ 4,479.31</u></u>


BALANCE

From Buyer \$ 617,337.19

APPROVED:

Town of Chandler

By: 
Tyler Kinder, Assistant Director of Chandler Utilities


Lockyear Title, LLC

Lockyear Title, LLC
ALTA Universal ID 1042354
P.O. Box 1507
Evansville, IN 47706

File No./Escrow No.: 23100100
Print Date & Time: November 29, 2023 at 04:23:PM
Officer/Escrow Officer: Jeannie M. Kiesel
Settlement Location: 221 NW Fifth Street
Evansville, IN 47708

Property Address: 2855 State Road 261
Newburgh, IN 47630

Buyer: Town of Chandler
Seller: Allied Investment and Development LLC
Lender:
Settlement Date: November 30, 2023
Disbursement Date: November 30, 2023

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 620,000.00	Sale Price of Property	\$ 620,000.00	
Prorations/Adjustments				
\$ 3,361.27		23/24 RE Tax Proration-333 days		\$ 3,361.27
\$ 1,118.04		23/24 RE Tax Proration-333 days		\$ 1,118.04
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Owner's Title Insurance to Lockyear Title, LLC Coverage: \$ 620,000.00 Premium: \$ 1,144.00	\$ 1,144.00	
		Title - Settlement Fee to Lockyear Title, LLC	\$ 400.00	
\$ 508.00		Title - Search Fee to Lockyear Title, LLC		
\$ 150.00		Title - Examination Fee to Lockyear Title, LLC	\$ 150.00	

ALTA Settlement Statement Cash - Continued

Seller		Buyer	
Debit	Credit	Debit	Credit
		Title - Incoming Wire Fee	to Lockyear Title, LLC
		\$ 25.00	
\$ 150.00		Title - Deed Preparation	to Lockyear Title, LLC
		\$ 37.50	
\$ 37.50		Title - Final Title Search	to Lockyear Title, LLC
		\$ 5.00	
		Title - State Policy Fee	to Lockyear Title, LLC
\$ 35.00		Title - Outgoing Wire Fee-Payoff	to Lockyear Title, LLC
Commission			
\$ 24,800.00		Commission	to Berkshire Hathaway HomeServices
Government Recording and Transfer Charges			
		Recording Fees	to Warrick County Recorder's Office
		\$ 55.00	
Payoffs			
\$ 182,879.43		Payoff of First Mortgage Loan	to First Federal Savings Bank
Miscellaneous			
\$ 92.11		November 22/23 RE Tax Installment	to Warrick County Treasurer
\$ 30.64		November 22/23 RE Tax Installment	to Warrick County Treasurer
\$ 213,161.99	\$ 620,000.00	Subtotals	\$ 621,816.50
		Balance Due FROM	\$ 4,479.31
\$ 406,838.01		Balance Due TO	\$ 617,337.19
\$ 620,000.00	\$ 620,000.00	TOTALS	\$ 621,816.50
			\$ 621,816.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Lockyear Title, LLC to cause the funds to be disbursed in accordance with this statement.

Town of Chandler

By: 
 Tyler Kinder, Assistant Director of Chandler Utilities

Allied Investment and Development LLC, an Indiana limited liability company

By: 

ALTA Settlement Statement Cash - Continued

Seller
Debit Credit

Buyer
Debit Credit

Krishna Khadka, Member



Jeannie M. Kiesel, Escrow Officer

WARRANTY DEED

THIS INDENTURE WITNESSETH that ALLIED INVESTMENTS AND DEVELOPMENT LLC, AN INDIANA LIMITED LIABILITY COMPANY (“Grantor”), CONVEYS AND WARRANTS to the TOWN OF CHANDLER, INDIANA (“Grantee”), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is hereby acknowledged, the following real estate located in Warrick County, in the State of Indiana, to-wit:

A part of the North Half of the Southeast Quarter of the Southeast Quarter of Section Fourteen (14), Township Six (6) South, Range Nine (9) West, Warrick County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the North Half of the Southeast Quarter of the Southeast Quarter of said Section Fourteen (14); thence North 00 Degrees 39 Minutes 45 Seconds East a distance of One Hundred Thirty-nine and Ninety-five Hundredths (139.95) feet to the point of beginning; thence South 78 Degrees 10 Minutes 00 Seconds East a distance of Two Hundred Ninety-two and Forty Hundredths (292.40) feet to the centerline of State Road #261, thence along said centerline North 27 Degrees 30 Minutes 00 Seconds East a distance of Two Hundred Fifteen and Seventy-nine Hundredths (215.79) feet to a point which is South 27 Degrees 30 Minutes 00 Seconds West a distance of Four Hundred Forty and Five Tenths (440.5) feet from the intersection of said centerline and the North line of said Half Quarter Section; thence North 68 Degrees 03 Minutes 13 Seconds West a distance of One Hundred Eighty-eight and Sixty-nine Hundredths (188.69) feet, thence South 27 Degrees 00 Minutes 10 Seconds West a distance of One Hundred and Forty-eight Hundredths (100.48) feet; thence North 69 Degrees 47 Minutes 21 Seconds West a distance of Forty-eight and Fifteen Hundredths (48.15) feet, thence South 00 Degrees 28 Minutes 00 Seconds West a distance of Eighty and Fifty-two Hundredths (80.52) feet; thence North 86 Degrees 44 Minutes 28 Seconds West a distance of One Hundred Eighteen and Ninety Hundredths (118.90) feet to the West line of said Half Quarter Section, thence along said West line, South 00 Degrees 39 Minutes 45 Seconds West a distance of Fifty-five and Thirty-two Hundredths (55.32) feet to the point of beginning.

EXCEPT THEREFROM that part conveyed to the State of Indiana by Warranty Deed dated June 9, 2008 and recorded July 14, 2008 as Document No. 2008R-006405 in the Office of the Recorder of Warrick County, Indiana.

This conveyance is hereby made subject to all existing and recorded restrictions, exceptions, reservations, easements, rights-of-way, conditions, and covenants of whatever nature, if any, and is

expressly subject to all municipal, city, county, and state zoning laws and other ordinances, regulations, and restrictions, including statutes and other laws of municipal, county or other governmental authorities applicable to and enforceable against the real estate described herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the above granted premises, and has good right to sell and convey the same; and Grantor, its successors and assigns, shall warrant and defend the title unto Grantee, its successors and assigns, against all lawful claims whatsoever.

This conveyance is hereby made subject to the first installment of real estate taxes and assessments for 2023 due and payable in May, 2024 and all real estate taxes and assessments thereafter.

The undersigned person who has executed this Deed in the name of ALLIED INVESTMENTS AND DEVELOPMENT LLC represents and certifies that he has full power and authority to execute and deliver this Deed on behalf of said limited liability company.

[Signature Page Follows]

Tax Code: 87-12-14-400-055.000-019
87-12-14-400-054.000-019

Mail Tax Duplicates to: Town of Chandler
401 E. Lincoln Avenue
Chandler, IN 47610

Property Address: 2855 State Road 261
Newburgh, IN 47630

Grantee's Address: 401 E. Lincoln Avenue
Chandler, IN 47610

This instrument was prepared by Justin Johnson, Jackson Kelly PLLC, 221 N.W. Fifth Street, Evansville, IN 47708, Telephone (812) 422-9444.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. */Justin Johnson/*



SALES DISCLOSURE FORM
 State Form 46021 (R13 / 12-21)
 Prescribed by Department of Local Government Finance
 Pursuant to IC 6-1.1-5.5

SDF ID

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 County Year Unique ID

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3. Do NOT place personally identifiable information (e.g. consulate numbers, passport numbers; government ID numbers, etc.) on this form as it may become publicly available.

NOTE: All questions must be answered to the best of the individual's ability. If the question does not apply, write "N/A" in the space provided. If the information requested is unknown, leave the space provided blank. Failure to provide a response for the italicized fields shall not result in the rejection of the underlying conveyance document by local officials.

INSTRUCTIONS: For additional information on how to complete this form, see the Sales Disclosure Form Instructions.

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR
A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document (Additional contiguous properties can be listed on Page 5.)

1. Parcel Number or Tax Identification Number	Check all boxes applicable to parcel.	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
A.) 87-12-14-400-055.000-0 19	<input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input checked="" type="checkbox"/> 4. Improvement	2855 State Road 261 Newburgh, IN 47630	401 E. Lincoln Avenue Chandler, IN 47610

7. Legal Description of Parcel: **PT SE SE S14 T6 R9**

B. CONDITIONS – Check only those that apply.

<p>If condition 1 applies, filer is subject to disclosure and a disclosure filing fee.</p> <table style="width: 100%;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. A transfer of real property interest for valuable consideration.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>2. Buyer is an adjacent property owner.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>3. Vacant land (No structures on land)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>4. Exchange for other real property ("Trade") Parcel Number of traded property: _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>5. Land contract. Contract term (YYYY-YYYY): _____ Contract date (MM/DD/YYYY): _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>6. Partial interest. Describe: _____ _____ _____</td> </tr> </table>	YES	NO	CONDITION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. A transfer of real property interest for valuable consideration.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Buyer is an adjacent property owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Vacant land (No structures on land)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Exchange for other real property ("Trade") Parcel Number of traded property: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Land contract. Contract term (YYYY-YYYY): _____ Contract date (MM/DD/YYYY): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Partial interest. Describe: _____ _____ _____	<table style="width: 100%;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>7. Easements or right-of-way grants. (Please note that: (i) public utility/governmental easements; or (ii) rights-of-way that do not transfer fee simple; do not require a sales disclosure form. See the instructions for more information.)</td> </tr> </table> <p>If conditions 8-10 apply, filers are subject to disclosure, but not to the disclosure filing fee.</p> <table style="width: 100%;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>8. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, eminent domain, or probate.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>9. Documents involving the partition of land between tenants in common, joint tenants, or tenants by entirety.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>10. Transfer to a charity, not-for-profit organization, or governmental entity or agency.</td> </tr> </table>	YES	NO	CONDITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Easements or right-of-way grants. (Please note that: (i) public utility/governmental easements; or (ii) rights-of-way that do not transfer fee simple; do not require a sales disclosure form. See the instructions for more information.)	YES	NO	CONDITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, eminent domain, or probate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Documents involving the partition of land between tenants in common, joint tenants, or tenants by entirety.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Transfer to a charity, not-for-profit organization, or governmental entity or agency.
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Transfer to a charity, not-for-profit organization, or governmental entity or agency.																																						

C. TRANSACTION DETAILS – Complete only those that apply.

<table style="width: 100%;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>1. Sheriff Sale or Tax Sale</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>2. Short Sale</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>3. Quitclaim Deed</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>4. Auction</td> </tr> </table> <p>5. Other: _____ _____ _____ _____</p>	YES	NO	CONDITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Sheriff Sale or Tax Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Short Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Quitclaim Deed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Auction	<table style="width: 100%;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">6. Transaction includes multiple Sales Disclosure Forms?</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>SDF Form _____ of _____</td> </tr> </table> <p>7. Date conveyance document signed (MM/DD/YYYY): <u>11/30/23</u></p> <p>8. Approximate number of days property was on the market: <u>N/A</u></p> <p>9. Total number of parcels on this disclosure: <u>2</u> <i>(If there is more than one (1) parcel, see Page 5.)</i></p> <p>10. Select the type(s) of property below and fill out corresponding page(s). Check all that apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Residential (Complete Page 2, Sec. D-E) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Agricultural (Complete Page 2, Sec. D-E) </td> </tr> <tr> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> Commercial (Complete Page 2, Sec. F-G) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Industrial (Complete Page 2, Sec. F-G) </td> </tr> </table>	YES	NO	6. Transaction includes multiple Sales Disclosure Forms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SDF Form _____ of _____	<input type="checkbox"/> Residential (Complete Page 2, Sec. D-E)	<input type="checkbox"/> Agricultural (Complete Page 2, Sec. D-E)	<input checked="" type="checkbox"/> Commercial (Complete Page 2, Sec. F-G)	<input type="checkbox"/> Industrial (Complete Page 2, Sec. F-G)
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<input checked="" type="checkbox"/> Commercial (Complete Page 2, Sec. F-G)	<input type="checkbox"/> Industrial (Complete Page 2, Sec. F-G)																									

RESIDENTIAL OR AGRICULTURAL PROPERTY

D. SALES DATA – Complete only those that apply.
 Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4

YES	NO	CONDITION	3. Planned use of the property?
<input type="checkbox"/>	<input type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____	Describe: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	2. Property is a residential rental property.	

E. FINANCE DATA – Complete only those that apply.

1. Sales Price: _____	YES	NO	CONDITION
2. Personal Property included in transfer. Amount: _____	<input type="checkbox"/>	<input type="checkbox"/>	6. Is the seller financing the sale? (If yes, answer questions 7-8)
3. Seller paid points/closing costs. Amount: _____	<input type="checkbox"/>	<input type="checkbox"/>	7. Is buyer/borrower personally liable for loan?
4. Existence of family or business relationship between the buyer and the seller. Amount of discount (if any): \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	8. Is this a mortgage loan?
5. Describe any less-than-complete ownership interest and terms of seller financing. _____	<input type="checkbox"/>	<input type="checkbox"/>	9. Was an appraisal done?

COMMERCIAL OR INDUSTRIAL PROPERTY

F. SALES DATA – Complete only those that apply.
 Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4.

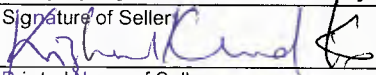
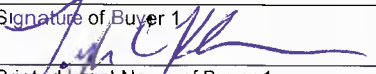
YES	NO	CONDITION	3. Planned use of the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____	Describe: <u>water tower</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Property is a residential rental property.	

G. FINANCE DATA – Complete only those that apply.
 Information contained in questions 2-13 is confidential and non-disclosable under IC § 5-14-3-4 and IC § 6-1.1-35-9

1. Sales price. Amount: <u>620000.00</u>	9. How was the sale financed? (Check any that apply)
<i>Check only those conditions that apply.</i>	<input checked="" type="checkbox"/> All Cash <input type="checkbox"/> Seller Financing <input type="checkbox"/> Construction Loan
YES NO CONDITION	<input type="checkbox"/> Mortgage Loan <input type="checkbox"/> Sale Leaseback <input type="checkbox"/> Small Business Loan
<input type="checkbox"/> <input checked="" type="checkbox"/> 2. Sale price included an existing business?	10. How was property marketed? <input type="checkbox"/> Word of mouth
<input type="checkbox"/> <input type="checkbox"/> 3. Sale price included a liquor license?	<input type="checkbox"/> List with broker <input type="checkbox"/> For sale sign <input type="checkbox"/> Buyer approached
<input type="checkbox"/> <input type="checkbox"/> 4. Transaction was part of a portfolio sale?	11. Special Circumstances? (Check any that apply)
<input type="checkbox"/> <input type="checkbox"/> 5. Any part of the property was leased at time of sale?	<input type="checkbox"/> Sale between same business entity <input type="checkbox"/> Sale in lieu of foreclosure <input type="checkbox"/> Sold at auction
<input type="checkbox"/> <input type="checkbox"/> 6. Sale included property receiving an abatement?	<input type="checkbox"/> Trade of equipment or services <input type="checkbox"/> Sale of partial interest
<input type="checkbox"/> <input type="checkbox"/> 7. Appraisal was completed for the sale? Appraisal Value \$ _____	12. Value of personal property included: \$ <u>0.00</u>
<input type="checkbox"/> <input type="checkbox"/> 8. Sale included property in a Tax Increment Finance (TIF) District?	13. Value of intangible personal property included: \$ <u>0.00</u>

RELIGIOUS USE PROPERTY TAX EXEMPTION

Is the property being transferred going to continue to be used by a church or religious society for the same property tax exempt purposes provided by IC 6-1.1-21-10(e)?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

H. PREPARER			
Preparer of the Sales Disclosure Form Jeannie M. Kiesel		Title Director	
Company Lockyear Title, LLC		E-mail address jeannie@lockyeartitle.com	Telephone number (812) 421-8405
Address (number and street, city, state, country, and ZIP Code) 221 NW Fifth Street (PO Box 1507, 47706), Evansville, IN 47708			
I. SELLER(S)/GRANTOR(S)			
Seller 1 – Name as it appears on conveyance document Allied Investments and Development LLC		Seller 2 – Name as appears on conveyance document	
Address (number and street) 4511 Marble Court		Address (number and street)	
City, state, and ZIP Code Newburgh Indiana 47630		City, state, and ZIP Code	
Country USA		Country	
E-mail address	Telephone number 812 319-4461	E-mail address	Telephone number ()
Under penalties of perjury, I hereby certify this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5. A person who knowingly and intentionally falsifies the value of transferred real property, or omits or falsifies any information required to be provided, commits a Level 5 felony.			
Signature of Seller 		Signature of Seller	
Printed Name of Seller Krishna Khadka, Member		Date signed (mm/dd/yyyy) 11/30/23	Printed Name of Seller
		Date signed (mm/dd/yyyy)	
J. BUYER(S)/GRANTEE(S) – APPLICATION FOR PROPERTY TAX DEDUCTIONS – IDENTIFY ALL THAT APPLY			
Buyer 1 – Name as it appears on conveyance document Town of Chandler		Buyer 2 – Name as it appears on conveyance document	
Address (number and street) 401 E. Lincoln Avenue		Address (number and street)	
City, state, and ZIP Code Chandler, IN 47610		City, state, and ZIP Code	
Country USA		Country	
E-mail address	Telephone number 812 925 6213	E-mail address	Telephone number ()
Pursuant to IC 6-1.1-12-44, the Sales Disclosure Form may be used to apply for certain deductions. Identify all of those that apply:			
YES	NO	CONDITION	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Will this property be the buyer's primary residence?	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Does the buyer have a homestead to be vacated for this residence? If yes, provide address:	<input type="checkbox"/>
Address (number and street)		<input type="checkbox"/>	
City, state, ZIP code, and county		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5. A person who knowingly and intentionally falsifies the value of transferred real property, or omits or falsifies any information required to be provided, commits a Level 5 felony. (Note: Both spouse's information, SSN/Driver's License/ID/Other Number is necessary if a Homestead Deduction is being filed.)			
Signature of Buyer 1 		Signature of Buyer 2/Spouse	
Printed Legal Name of Buyer 1 Tyler Kinder, Assistant Director of Chandler Utilities		Sign Date (MM/DD/YY) 11/30/23	Printed Legal Name of Buyer 2/Spouse
Last 5 Digits of Buyer 1 SSN/Driver's License/ID/Other Number *****		Sign Date (MM/DD/YY)	
		Last 5 Digits of Buyer 2/Spouse SSN/Driver's License/ID/Other Number	

PART 2 – COUNTY ASSESSOR

The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending it to the auditor:

	1. Property (Parcel Number)	2. AV of Land	3. AV of Improvement	4. Value of Depreciable Personal Property
A.)				
	5. AV Total	6. Property Class Code	7. Neighborhood Code	8. Tax District
A.)				

Assessor Stamp	10. Identify physical changes to property between the assessment date and the date of sale: _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>	CONDITION
	_____	<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?
	_____	<input type="checkbox"/>	<input type="checkbox"/>	12. State sales disclosure fee required?
	_____	13. Date of sale (mm/dd/yyyy): _____		
	_____	14. Date form received (mm/dd/yyyy): _____		

Items 15 through 18 are to be completed by the assessor when validating this sale:

15. If applicable, identify any additional special _____ _____ _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>	CONDITION
	<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?
	<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?
	18. Validated by: _____		

PART 3 – COUNTY AUDITOR

Auditor Stamp	1. State sales disclosure fee amount collected: \$ _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>	CONDITION
	2. Other local fee: \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?
	3. Total fee collected: \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	7. Is state sales disclosure fee collected?
	4. Auditor receipt book number: _____	<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?
	5. Date of transfer (mm/dd/yyyy): _____			

PART 4 – RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

SDF ID	SDF Date (mm/dd/yyyy)	Buyer 1 – Name as appears on conveyance document	
Parcel number		Address of Property (number and street)	
Check those deductions for which the individual has applied:		City, state, and ZIP Code of property	
<input type="checkbox"/> Homestead	<input type="checkbox"/> Solar Energy	<input type="checkbox"/> Wind Power	Auditor Signature
<input type="checkbox"/> Hydroelectric	<input type="checkbox"/> Geothermal		
		Date (mm/dd/yyyy)	

A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form, commits a Level 5 felony.



SALES DISCLOSURE PART 1(A)
 State Form 55632 (R / 12-21)

SDF ID

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 County Year Unique ID

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3. Do NOT place personally identifiable information (e.g. consulate numbers, passport numbers; government ID numbers, etc.) on this form as it may become publicly available.

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR			
A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document.			
<i>(Multiple parcels can be listed on this form and attached to State Form 46021 only if they are contiguous and located entirely within a single taxing district.)</i>			
1. Parcel Number or Tax Identification Number	Check all boxes applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
B.) 87-12-14-400-054.000-019	<input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	State Road 261 Newburgh, IN 47630	401 E. Lincoln Avenue Chandler, IN 47610
7. Legal Description of Parcel B:			
C.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel C:			
D.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel D:			
E.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel E:			
F.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel F:			
G.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel G:			
H.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel H:			

December 7, 2023

Estimate No. 23-105

Tyler Kinder
Town of Chandler
101 Constitution Court
Chandler, Indiana 47601


RE: 2855 Highway 261, Newburgh

Tyler,

Please see our proposal for the demolition project.

- 1) Provide a phase 1 site assessment. COMPLETED
- 2) Provide an asbestos inspection. COMPLETED
- 3) File a 10 day demolition notice with the state for commercial building. COMPLETED (SCHEDULED FOR 12/18/2023)
- 4) Demolish existing structure in its entirety, including footings.
- 5) All concrete and masonry debris shall be used as solid fill off site.
- 6) All non-masonry debris will be disposed of at a state certified landfill.
- 7) Site will be graded and compacted.
- 8) 10 loads of 53 mix gravel will be imported and graded at your direction.
- 9) 5 loads of soil will be brought in and graded at your direction.
- 10) All non-gravel disturbed areas shall be seeded and strawed, using KY31 fescue.
- 11) We will assist in utility disconnects but usually need to be requested by the owner.
- 12) Asbestos was not found in the inspection and no asbestos costs are included.

Bid price for this scope of work \$58,850.00



Town of Chandler



Jerry Aigner Construction, Inc.