



TOWN COUNCIL SPECIAL MEETING

Monday, July 08, 2024 at 4:00 PM

Council Chamber Bristol Municipal Complex

AGENDA

This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**

REPORTS

4. **TOWN MANAGER**

- a. Open Bids for CCMG 2024-1 project.

Present to JPR for review and recommendation

- b. Salary Ord amendment: 07.08.2024-17

Hire summer help for street department

Keeps current employee at \$18.00 per hour and adds a second position at \$21.00 per hour

New Police Officer

- c. Watershed Study \$44,000. Use MS4 funds

- d. Fire District study. B/T not to exceed \$3,500.

- e. CCMG 2023-1 Pay app #3 \$347,076.90 Maple Street project

- f. CCMG 2023-2 Pay application #1 \$174,389.85 Indiana project

- g. Niblock Contract documents for water main project -main street

- h. Developer agreement

- i. Award CCMG 2024-1 project

- j. Additional Appropriation first reading and request to publish

5. **TOWN ATTORNEY**

6. NEW BUSINESS

7. TOWN COUNCIL DISCUSSION ITEMS

- a. Doug DeSmith
- b. Dean Rentfrow
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

July 16 Work Session

July 18 Council meeting

8. MOTION TO ADJOURN

TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 07-08-2024-17
SALARY ORDINANCE NO. 12-07-2023 - 30

Section 4, Item b.

WHEREAS the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2024; and

WHEREAS the Town of Bristol Town Council has reviewed the financial condition of the Town for purposes of arriving at proposed total compensation to include salaries and benefits that are fiscally responsible, and which are fair, just, and equitable to its employees.

NOW THEREFORE BE IT ORDAINED by the Town of Bristol Town Council, that the total compensation for its elected officials and employees for January 1, 2024, through December 31, 2024, or from the date amended through December 31, 2024, shall be as follows:

2024 BASE PAY RATE SCHEDULE

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June.	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June.	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$2,856.27 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,634.62 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$30.00 per hour	100% General Fund
Utility Clerk [DT]	Nonexempt Full-Time	\$18.00 per hour	100% Water Fund
Town Marshal Open	Exempt Full-Time		100% Police Fund
Sergeant [AD]	Nonexempt Full-Time	\$41.83per hour	100% Police Fund
Lieutenant [DL]	Nonexempt Full-Time	\$43.27per hour	100% Police Fund
Detective [NR]	Nonexempt Full-Time	\$38.46 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$40.87per hour	100% Police Fund
Deputy Police Officer [JL]	Nonexempt Full-Time	\$33.17per hour	100% Police Fund

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Deputy Police Officer []	Nonexempt Full-Time	\$33.17 per hour	100% Police Fund
Ordinance Officer [RC]	Nonexempt Part-Time	\$24.04 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$24.04 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	\$32.05 per hour	100% General Fund
Street Superintendent – 2 [EF]	Nonexempt Full-Time	\$30.00 per hour	100% General Fund
Street Department Employee – 3 [JR]	Nonexempt Full-Time	\$26.52 per hour	100% General Fund
Utility Superintendent [TM]	Nonexempt Full-Time	\$37.08 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Full-Time	\$28.25 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Nonexempt Full-Time	\$32.45 per hour	100% Water fund
Utility Employee – 5 [DD]	Nonexempt Full-Time	\$30.00 per hour	50% Water and 50% Wastewater Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
2 Seasonal Employee(s) Various departments	Nonexempt Part-Time	\$18.00 per hour \$21.00 per hour	25% MVH Fund 75% Cemetery
Summer Park Program Director	Nonexempt Seasonal	\$17.00 per hour	100% Park Fund
Summer Program Assistant	Nonexempt Seasonal	\$15.00 per hour	100% Park Fund

GUIDELINES FOR THE PAYMENT OF BASE RATES

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2024 with the first biweekly pay date of January 12, 2024, based on the pay period designated as Sunday, December 24, 2023, through Saturday, January 06, 2024. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2024.

Exempt (EX) employees are paid to “get the job done” and their pay does not vary from week to week. Nonexempt (NE) employees are paid by the hour for all hours worked during each workweek.

The Town Council President and the Town Council members will be paid on May 31, 2024, and on November 29, 2024, for the pay rates as listed in the 2024 Base Pay Rate Schedule above. Park Board members are paid on November 29, 2024, for the amount listed in the 2024 Base Pay Rate Schedule above.

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Work Schedules/Hours/Breaks

The Town of Bristol will establish the standard workday, workweek, and starting and ending times for each department, considering current and anticipated workloads, public service needs, and other factors. Each department is responsible for communicating these work parameters to their employees. No established schedule will be construed as a guarantee of work hours or as a restriction of the Town of Bristol's right to restructure the workday or workweek.

Street Department employees will work from 7:00 a.m. until 3:00 p.m. Monday through Friday with two 15-minute paid breaks.

Water and Wastewater Department employees will work four 10-hour days per week. Either Monday through Thursday or Tuesday through Friday. Work hours are 6:30 am to 4:30 pm with two 15-minute paid breaks. An optional schedule is four 10-hour workdays with work hours of 6:30 am to 5:00 pm, with two 15-minute breaks and a 30-minute lunch break. Each employee is required to work a minimum of 1 weekend per month to perform IDEM-mandated testing. The weekend shift will be aligned with on-call duty schedules. c

Police Department employees are assigned to one of the following seven shifts:

- Shift A 6:00 a.m. – 2:00 p.m.
- Shift B 8:00 a.m. – 4:00 p.m.
- Shift C 10:00 a.m. – 6:00 p.m.
- Shift D 2:00 p.m. – 10:00 p.m.
- Shift E 4:00 p.m. – 12:00 a.m.
- Shift F 6:00 p.m. – 2:00 a.m.
- Shift M 10:00 p.m. – 6:00 a.m.

Police officers may be assigned to a non-routine shift beyond the shifts listed above.

The Town Manager, Assistant Town Manager, Clerk-Treasurer, Deputy Clerk, and Park Coordinator work from 8:00 a.m. until 4:00 p.m. Monday through Friday with two 15-minute paid breaks.

At the discretion of the Town of Bristol, nonexempt employees may be authorized to take break periods during each shift. Such breaks may not interfere with the proper performance of the employee's work responsibilities and may be set by Supervisors, or the Department Head.

Base wages are set by this salary ordinance for 2024 and any changes will require approval from the Town Council.

Employees of the Town of Bristol must meet the following guidelines in order to receive the base rates listed above per each department's guidelines.

PAY CONSIDERATIONS

Civilian Employees

**TOWN OF BRISTOL, INDIANA
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All full-time civilian employees may be scheduled to work 40-hours per work week based upon 2,080 hours per calendar year. Five 8-hour days or four 10-hour days depending upon the department's established work schedule.

All seasonal and/or part-time civilian employees may be scheduled to work less than the normal 40-hour workweek, or eight-hour shifts. However, there is no set schedule for these employees.

The Town Manager, or the Clerk-Treasurer, will determine the pay rate for their direct report employees who are hired mid-year for a position listed in the chart above, with the approval from the Town Council.

Police Department Employees

Full-time Police Department employees may be scheduled to work 40 hours in a seven-day work period.

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2024, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

**Overtime/Compensatory Time/Flextime
Civilian Employees**

Overtime compensation will be paid to nonexempt employees at time and one-half of the employee's hourly pay rate for all hours worked over 40 in a standard workweek and in accordance with the Fair Labor Standards Act (FLSA). An employee's time off while using vacation, personal leave time, holidays, bereavement leave, jury or witness duty leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Overtime is generally discouraged and must be approved by an employee's Supervisor in advance, except in an unusual or emergency situation.

The Town of Bristol may allow compensatory time in lieu of overtime pay for nonexempt employees. Compensatory time is earned at the rate of one and one-half times the actual time worked. For example, a nonexempt employee who works one hour of overtime will receive one and one-half hours of compensatory time. Compensatory time may be accrued to a maximum of 40-hours and employees should use banked time as soon as possible after it has been earned. Upon termination of employment, the nonexempt employee is entitled to receive payment for earned and unused compensatory time at the regular hourly wage rate in effect at the date of termination, or the average of the past three-years, whichever is greater.

It may be possible for employees in certain situations, with the permission of their Supervisor, to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform its duties and responsibilities. The establishment of a flexible schedule may not result in the need to hire other employees or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight-hours in a day but must not exceed 40-hours in a workweek.

Police Department Employees

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair

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Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

use of a seven-day work period for the purposes of determining compensation for overtime hours worked. Based upon the foregoing, the wage rates for full-time employees of the Police Department as set forth in the Town of Bristol’s annual salary ordinance constitutes straight-time compensation for all regularly scheduled hours of employment during each work period. All full-time Police Department employees will be paid straight time compensation for up to 40-hours in the seven-day work period. Overtime pay will be earned for all hours worked in excess of 40 hours during a seven-day work period. Overtime earned during a work period will be paid in the first regularly scheduled paycheck (the first paycheck after the seven-day work period) issued subsequent to the work period in which the extra compensation was earned.

“Call-In” Pay – Civilian and Police Department Employees

Nonexempt civilian employees who are called-in to work during nonworking hours will be paid a minimum of one-hour at their normal rate of pay for all hours worked and the hours worked will be used in the calculation of overtime for all hours worked over 40 in a workweek payable from the appropriate departmental budget.

Nonexempt civilian employees who are called-in to work during an approved scheduled vacation or personal leave time will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked. The hours worked will be paid from the appropriate departmental budget.

Nonexempt employees who are called-in to work during a holiday will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked in addition to their holiday pay, payable from the appropriate departmental budget.

Nonexempt employees in the Police Department who provide supervisory consultation will be paid in blocks of 15-minutes which will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget. Nonexempt employees in the Police Department who are “called-in” to work will be paid a minimum of one-hour. If they work beyond one hour, the amount of time will be rounded up in 15-minute increments and will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget.

ADDITIONAL PAY CONSIDERATIONS

Hiring Bonuses

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts. Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

Training and Professional Development

On-the-job training (OTJ) prepares employees to perform the responsibilities required of his or her position. The Clerk-Treasurer and regular full-time and part-time employees may obtain training or education leave without loss of pay for the purpose of participating in training that will

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increase the knowledge and efficiency in their jobs. Employees may be paid straight-time pay for eight-hours per day while attending seminars, conferences, or training classes. Time spent in training and professional development will be considered hours worked. Employees may utilize flex-time, or be compensated with overtime or compensatory time for any hours over 40 in a training workweek. Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

Certifications

Full-time employees in the Water and Wastewater Departments will receive pay for certifications that are required for the duties of their jobs. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the Water and Wastewater budgets.

Clothing Allowances

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2024: one distribution in June of 2024 and one distribution in December of 2024 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

- Chaplain Officer = Up to \$400.00 per distribution
- Reserve Officer = Up to \$500.00 per distribution
- Probationary Reserve Officer = Up to \$500.00 per distribution after completion of required training. If required training is completed between distributions, the clothing allowance shall be prorated.

All clothing allowances will be taxed according to IRS rules and included on the employee's W-2.

Tenure Incentive Pay (TIP)

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date,

they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2024 Base Pay Rate Schedule above.

Police officers should refer to Appendix #1 - TIP Full-Time Sworn Law Enforcement Compensation Matrix at the end of the Salary Ordinance for information on Tenure Incentive Pay.

Emergency Closings

Non-critical service employees are expected to report for their regular work unless the County Emergency Management issues a media broadcast statement requiring that citizens are to remain off Town streets, or their Department Head contacts them prior to the start of the workday with alternate instructions. When the decision to close is made prior to the workday, or when the decision to close is made after the workday has begun, time off from scheduled work will be paid.

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Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular Regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

Refer to the Town of Bristol Employee Handbook for additional information regarding emergency closings.

BENEFITS SCHEDULE

Health Insurance

Medical, dental, and vision benefits are offered to the Clerk-Treasurer and eligible employees on the first day of the month following thirty-days of employment. Eligible employees include:

- Regular full-time employees

The Town of Bristol contributes 90% of the medical insurance age-based premium from the General Fund on behalf of the employee and their dependents and the employee is required to contribute 10% of the medical insurance age-based premium through payroll deduction as follows

**Physicians
 Health Plan
 2024**

Age	Premium Rates	Age	Premium Rates	Age	Premium Rates
0	\$408.75	23	\$534.32	46	\$801.48
1	\$408.75	24	\$534.32	47	\$835.14
2	\$408.75	25	\$536.46	48	\$873.61
3	\$408.75	26	\$547.14	49	\$911.55
4	\$408.75	27	\$559.97	50	\$954.30
5	\$408.75	28	\$580.81	51	\$996.51
6	\$408.75	29	\$597.90	52	\$1,042.99
7	\$408.75	30	\$606.45	53	\$1,090.01
8	\$408.75	31	\$619.28	54	\$1,140.77
9	\$408.75	32	\$632.10	55	\$1,191.53
10	\$408.75	33	\$640.12	56	\$1,246.57
11	\$408.75	34	\$648.66	57	\$1,302.14
12	\$408.75	35	\$652.94	58	\$1,361.45
13	\$408.75	36	\$657.21	59	\$1,390.83
14	\$408.75	37	\$661.49	60	\$1,450.14
15	\$445.09	38	\$665.76	61	\$1,501.44
16	\$458.98	39	\$674.31	62	\$1,535.10
17	\$472.87	40	\$682.86	63	\$1,577.31
18	\$487.83	41	\$695.68	64	\$1,602.96
19	\$502.80	42	\$707.97	65+	\$1,602.96
20	\$518.29	43	\$725.07		
21	\$534.32	44	\$746.45		
22	\$534.32	45	\$771.56		

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The Town of Bristol contributes 100% for both the dental and vision insurance premiums from the General Fund on behalf of eligible employees and their dependents, as follows:

Dental Resources	Monthly Employer Contribution
Employee Only	\$37.08
Employee plus One	\$75.96
Employee plus Children	
Employee plus Family	\$133.71

VSP Vision Care	Monthly Employer Contribution
Employee Only	\$8.18
Employee plus One	\$13.78
Employee plus Children	\$14.07
Employee plus Family	\$22.68

The renewal dates for medical and dental insurance are on January 1, 2024. The renewal date for vision insurance is on March 1, 2024, and there may or may not be an increase in the premium totals after this date.

Refer to each Summary of Benefits and Coverage (SBC) document for additional information on medical, dental, and vision benefits offered by the Town of Bristol.

MetLife and AD&D Insurance

The Town of Bristol offers all eligible employees upon their date of hire participation in the MetLife and AD&D insurance benefits. Eligible employees include:

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

Short-Term Disability Insurance

The Town of Bristol provides a short-term disability insurance plan through MetLife at no cost to the employees. Eligible employees include:

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$438.04 per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Employees may be eligible for short-term disability insurance on the first day of the month following 30-days of employment. Employer Paid Short Term - Elimination Period (Accident) – 0 days &

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Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60 percent of the eligible employee’s pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee’s costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee’s budget lines as stated in the 2024 Base Pay Rate Schedule.

Refer to the Town of Bristol Employee Handbook for additional information on short-term disability insurance offered by the Town of Bristol.

Long-Term Disability Insurance

The Town of Bristol provides a long-term disability insurance plan through United Healthcare at no cost to the employees. Eligible employees include:

- Regular full-time employees

The Town of Bristol pays 100% of the employees’ salary-based premiums totaling \$312.83 per month from the General, Water, and Sewer Fund. The renewal date for long-term disability insurance is January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Long-term disability insurance becomes effective at the point that the short-term disability leave is exhausted and may continue until the employee reaches the Social Security National Retirement Age.

Vacation, personal leave time, holiday pay, etc., will stop accruing during the time that the employee is out on long-term disability leave. Participation in the Town of Bristol’s insurance benefit plans may be continued as determined by the appropriate carrier depending upon their ability to transfer each plan to an individual, non-Town sponsored benefit.

Refer to the Summary Plan Description (SPD) document for additional information on long-term disability insurance offered by the Town of Bristol.

NationWide - Civilian and Police Department Sworn Officers

Civilian

NationWide 457 and 401(a) plans offer eligible employees of the Town of Bristol a voluntary way to save for their retirement through tax-deferred contributions to their own individual accounts. Eligible employees include:

- Regular full-time employees
- Regular part-time employees

Eligible employees may participate in the 457(b)-retirement savings plan or a Roth IRA plan from their first day of employment.

Upon hire and during an employee’s first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited

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into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$2,000.00 to the full-time employee's 401(a) account and \$1,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$2,000 to the full-time employee's 401(a) account and \$1,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

PoliceDepartment–SwornOfficer

Upon hire and during an employee's first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$3,000.00 to the full-time employee's 401(a) account and \$2,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$3,000 to the full-time employee's 401(a) account and \$2,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

The Clerk-Treasurer has been appointed as the administrator of the Plan and is authorized to make deductions from the pay of employees who voluntarily participate, and to make such other arrangements as are necessary to implement the plan. The Town of Bristol bears the incidental expense of collecting the employees' deferrals and other minor administrative expenses.

Refer to the Summary Plan Description (SPD) document for additional information on retirement savings benefits offered by the Town of Bristol.

Vacation Benefits

Vacation benefits with pay are available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Elected officials are exempt from vacation benefits. Employees in the following employment classification(s) are eligible to earn and use vacation benefits as described in this policy:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

The amount of vacation benefits that employees receive each year increases with the length of their employment as shown in the following schedule:

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Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 st after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 st through the fourth January 1 st	Ten-days (80-hours)	Five-days (40-hours)
On January 1 st of years five through nine	15-days (120-hours)	Seven and one-half days
On January 1 st in year ten and thereafter	20-days (160-hours)	Ten- (80-

Nonexempt employees may use vacation benefits in minimum increments of 15-minutes. Exempt employees may use vacation benefits in minimum increments of four-hours. Vacation benefits are credited for all years of continuous service for eligible employees who are on an active pay status. Vacation benefits are not earned while an employee is in a non-paid status, e.g. leave under the Family and Medical Leave Act (FMLA).

In the event that available vacation is not used by the end of the calendar year, the unused time will be forfeited. In certain situations, the Town Council may approve an extension of up to 40-hours of vacation benefits to be carried over into the next year to be used within the first 30-days of that year. Newly hired employees may carry over up to 40-hours of vacation benefits into the next year, but it must be used within the first 30-days of that year.

Upon voluntary termination of employment, employees will be paid for unused vacation benefits that have been earned through the last day of work. Upon involuntary termination of employment, employees will not be paid for unused vacation benefits that have been earned through the last day of work.

Vacation benefits are paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. Vacation benefits are not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on vacation benefits.

Personal Leave Time (PLT) Benefits

The Town of Bristol provides personal leave time (PLT) to all eligible employees for periods of temporary absence due to illnesses, injuries, or to take care of personal matters. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive four (5) PLT days on January

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1st of each year. Employees will not receive PLT if they are on an unpaid leave, or on a disability leave.

PLT may be used in one-half day increments. In the event that available PLT is not used by the end of the calendar year, it may be carried over to be used by the end of the following calendar year, or it will be paid out. Upon termination of employment, employees will not be paid for unused PLT that has been earned through the last day of work.

PLT is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. PLT is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on personal leave time (PLT) benefits.

Holidays

The Town of Bristol may grant paid holidays to all eligible employees. Eligible employee classification(s) include:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Paid holidays in 2024 include the following:

Holiday	Date
New Year's Day	1/1/2024
Martin Luther King Jr. Day	01/15/2024
Presidents Day	02/19/2024
Memorial Day	5/27/2024
Independence Day	7/4/2024
Labor Day	9/2/2024
Columbus Day	10/14/2024
Veterans Day	11/11/2024
Thanksgiving Day	11/28/2024
Day after Thanksgiving	11/29/2024
Christmas Eve Day Observed on	12/24/2024
Christmas Day	12/25/2024
New Year's Eve Day Observed on	12/31/2024
New Year's Day	01/01/2025

Newly hired employees are eligible to receive holiday pay as soon as their employment begins.

The holiday schedule is determined by the Town Council. However, the holiday schedule may be amended by a Department Head, with written notice distributed to all departments within the municipality. If the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

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If a recognized holiday falls during an eligible employee's approved paid absence such as vacation, personal leave time, or holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. An employee absents without authorization on the workday preceding or following a holiday will not receive holiday pay. An employee scheduled to return from an unpaid leave on the day after a holiday, or whose leave without pay is approved through the end of the last business day preceding a holiday will not be paid for the holiday.

If eligible civilian full-time nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at a rate of time and one-half for the hours worked on the holiday. Police officers will receive straight-time pay for all hours worked on the holiday and will receive

compensatory time at a rate of time and one-half the police officer's regular rate of pay for all hours work on that day, in lieu of holiday pay.

Paid time off for holidays is paid at the employee's base pay rate at the time of the day off. A holiday is considered an eight-hour day for civilian full-time employees and a four-hour day for civilian part-time employees. Paid time off for holidays is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on holidays.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately. Employees in the following categories are eligible for bereavement leave:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Up to five consecutive days of paid bereavement leave may be provided to eligible employees in the event of the death of a spouse, child, parent or parent-in-law, sibling, grandparent or other resident of the employee's household. In the event of the death of a family member not listed above, an employee may use vacation or personal leave time to cover the absence. In extenuating circumstances, a Department Head may approve an extended bereavement leave.

Bereavement leave is paid at the employee's base pay rate at the time of the day off. One day of bereavement leave is considered an eight-hour day for full-time employees and a four-hour day for part-time employees. Paid time off for bereavement leave is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on bereavement leave.

Jury Duty

Employees may request up to one-week of paid jury duty leave each time they receive a jury duty summons. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees
- Temporary/seasonal employees

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Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee shall turn in any compensation received for the jury duty, or employees may request vacation, or personal leave time and retain any compensation earned for jury duty.

Jury duty is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day and is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on jury duty.

Witness Duty

If a civilian employee has been subpoenaed or otherwise requested to testify as witnesses by the Town of Bristol, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the Town of Bristol will be paid his or her normal rate of pay for the time expended. Police officers who have been subpoenaed will receive paid time for the entire period of witness duty plus one hour of preparation time.

Employees will be granted time off to appear as a witness when requested by a party in a court of law when subpoenaed to do so other than by the Town of Bristol. Employees may utilize any available vacation, personal leave time, or compensatory time to receive compensation for the period of the absence, however, are not required to do so.

Refer to the Town of Bristol Employee Handbook for additional information on witness duty.

Time Off to Vote

Generally, employees can find time to vote either before or after their regular work schedule. If nonexempt employees are unable to vote in an election during their nonworking hours, the Town of Bristol may grant unpaid time off to vote.

Refer to the Town of Bristol Employee Handbook for additional information on time off to vote.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees will continue to receive full pay while on leave for 15-day training assignments and shorter absences. The portion of any military leaves of absence in excess of 15-days will be unpaid. However, employees may use any available vacation, or personal leave time for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, personal leave time, or holidays, etc., will be suspended during the leave after the first 30-days and will resume upon the employee's return to active employment.

Refer to the Town of Bristol Employee Handbook for additional information on military leave.

Business Travel Expense Policy

The Town of Bristol may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in

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advance by the Town Marshal, the Clerk-Treasurer, or the Town Manager. Civilian employees whose travel plans have been approved are responsible for making their own travel arrangements. Arrangements for police officers will be made by the Police Department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to

accomplishing business travel objectives may be reimbursed by the Town of Bristol. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi, Uber, or Lyft fares, only when there is no less expensive alternative.
- Mileage costs for use of personal vehicles, only when less expensive transportation is not available, and payable at the current IRS rate cents per mile, provided the employee demonstrates proof that he or she carries motor vehicle liability insurance as required by law. No mileage reimbursement will be made for travel between an employee's home and their workplace.
- Parking costs and highway-related tolls when an employee is entitled to claim reimbursement for mileage (see above).
- Cost of standard accommodations in low to mid-priced hotels, or similar lodgings, to include room costs, associated local taxes, and necessary business-related charges.
- Reimbursement for meals at a rate of \$45.00 per diem per day.
- The Town of Bristol will not reimburse employees for the purchase of alcoholic beverages under any circumstance.
- Tips not exceeding 15% of the total cost of a meal or 10% of a ground transportation fare.
- Charges for telephone calls, fax, and similar services required for business purposes.

Personal expenses incurred in traveling are not reimbursable, including but not limited to: room service, personal telephone calls, laundry, entertainment, in-room movies, and alcoholic beverages.

Per diem rates paid in advance or by reimbursement on a claim form must document the name of the employee, the date(s) for reimbursement, and additional details, as required.

When travel is completed, employees should submit completed travel expense reports to include itemized receipts or other proper documentation, approved by his or her Department Head of the actual expenses incurred to the Clerk-Treasurer. Employees should contact their Department Head for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. The Town Council in its absolute and sole discretion shall make the final determination as to whether any such claim(s) will be paid.

Refer to the Town of Bristol Employee Handbook for additional information on business and travel expenses.

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Section 4, Item b.

PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this
____ day of May, 2024

YAY

NAY

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Raymond D Rentfrow	
	Doug DeSmith	

ATTEST: _____
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

**TOWN OF BRISTOL, INDIANA
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**Appendix #1 - Tenure Incentive Pay (TIP)
 Full-Time Sworn Law Enforcement Compensation Matrix**

Year(s) of service	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Point	\$ -	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00
2 Points	\$ -	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00
3 Points	\$ -	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00
4 Points	\$ -	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00
5 Points	\$ -	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00
6 Points	\$ -	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00
7 Points	\$ -	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00
8 Points	\$ -	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00
9 Points	\$ -	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00
10 Points	\$ -	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00
11 Points	\$ -	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00
12 Points	\$ -	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00
13 Points	\$ -	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
14 Points	\$ -	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
15 Points	\$ -	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
16 Points	\$ -	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
17 Points	\$ -	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
18 Points	\$ -	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
19 Points	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
20 Points	\$ -	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
21 Points	\$ -	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
22 Points	\$ -	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
23 Points	\$ -	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00

Year(s) of service	14	15	16	17	18	19	20	21	22	23	24	25+
1 Point	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
2 Points	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
3 Points	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
4 Points	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
5 Points	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
6 Points	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
7 Points	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
8 Points	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
9 Points	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
10 Points	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
11 Points	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00
12 Points	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00
13 Points	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00
14 Points	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00
15 Points	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00
16 Points	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00
17 Points	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00
18 Points	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00
19 Points	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00
20 Points	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00
21 Points	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00
22 Points	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00
23 Points	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00	\$ 4,700.00

Rank	Patrolman	Corporal	Sergeant	Detective	Chief Deputy	Marshal
Points earned	1	2	3	3	4	5
Education		AA	BS/BA	MA	Ph.D.	
Points earned		2	4	6	8	
Specialized Training		1 Week	2 Weeks	3-10 Weeks	10-20 Weeks	
Points earned (Max 10 Points)		1	2	3	4	



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

November 1, 2023

Mike Yoder
Town of Bristol
303 E Vistula St
Bristol, IN 46507

RE: Bristol Business Route/ South Development Zone Storm Water Study

Dear Mike:

Thank you for contacting Jones, Petrie, Rafinski (JPR) to provide design and engineering services for the Town of Bristol. JPR welcomes the opportunity to bring our services to this project.

Project Understanding

As the Town of Bristol continues to further economic development to the south of town, it is imperative to maintain suitable drainage of the area. Proposed improvements will affect the drainage patterns of the surrounding watershed well beyond the area of improvements. While all new development sites are required to develop and maintain internal stormwater management facilities, the Town will need to understand similar obligations for Town developed assets.

The area of interest for evaluation is outlined on Figure One attached to the end of this proposal. To finalize the drainage study, several tasks will need to be completed. These tasks include gathering topographic data, determining drainage and watershed areas, performing time of concentration calculations, determining flow methods, and calculating anticipated discharge to the various drainage ways. The engineering team will also need to identify and evaluate known or apparent runoff from topographic features south of the Town. This information will aid in deciding necessary structure modifications in the watershed and subsequent downstream locations.

Further analysis not included in this proposal will entail the hydraulic design of structures in need of modification and determining the appropriate sizing of structures.

Scope of Services

The following are the tasks that JPR will perform.

Task 1 – Data Accumulation:

This effort will include:

- Research and obtain data pertaining to the study area including but not limited to topographic features, protected wetlands, hydrologic factors, and rainfall estimates.
- Delineate storm shed areas based on area of interest detailed on Figure One.
- Calculate the time of concentration for each drainage area.
- Determine anticipated discharge into public rights of way and waterways based on proposed economic development.
- Determine capacities of culverts downstream that may require modifications.
- Identify suspected private drain tiles.
- Identify suspected sub-surface natural seeps or springs.
- Conduct volumetric cross sections of existing drainage ways.

Task 2 – Analysis:

- Prepare models for storm sheds using acceptable local practices.
- Initiate computer simulation of storm events pre- and post-development.
- Provide preliminary report.

Task 3 – Prepare Report

- Conduct a review of the preliminary report with the Town and County Drainage Board (if needed).
- Prepare final report including phased recommendation opinion of cost and implementation.

Compensation

The lump sum fee to provide the tasks outlined in the Scope of Services is as follows:

Task 1 – Data Accumulation	\$20,000.00
Task 2 - Analysis	\$19,000.00
	(Allowance)
Task 3 – Prepare Report	\$5,000.00
Total	\$44,000.00

Reimbursable Expenses

At this stage of the project, reimbursable expenses of \$1,000 are anticipated.

Note: All reimbursable expenses are billed at 1.1 times the cost.

Exclusions

Please note the following assumptions and clarifications regarding our fees above:

1. Out-of-scope services are not included in this proposal but can be provided as an Additional Service at our standard hourly rates (work will not commence on any out-of-scope services unless and until approved by the client).
2. Hydraulic Design of affected culverts and bridges is not included in this proposal.
3. Permitting

Jones Petrie Rafinski appreciates the opportunity to be of service on this project and is prepared to commence work immediately upon your acceptance of this proposal. Since the project will be ongoing, our services will be billed monthly. Payment is due upon receipt of our invoice. Work can be suspended on any account that is 30 days past due until the account is paid in full. We reserve the right to charge monthly interest at the rate of 1.5% if the account is past due (18% annually). Should you have any questions or comments concerning our services or charges during the course of the work, please bring them to our attention immediately so that any problem can be resolved quickly.

If you have any questions about this proposal, please do not hesitate to contact me. If acceptable, please execute the proposal by signature, where indicated, and return a copy to my attention by email at kenjones@JPR1source.com.

Again, thank you for this opportunity. We look forward to being of service.

Sincerely,



Kenneth K. Jones, PS
President

PROPOSAL ACCEPTANCE

This **PROPOSAL FOR BRISTOL BUSINESS ROUTE DRAINAGE STUDY, BRISTOL, INDIANA**, is hereby accepted, and authorization to proceed hereby granted:

Accepted By: _____ Date: _____

Printed Name and Title: _____

Business Name: _____

Billing Address: _____

Billing/Account Manager: _____

Account Manager Phone Number: _____

Account Manager E-mail Address: _____

Please note: Jones Petrie Rafinski offers electronic invoicing if requested. Please sign below if you would prefer that option.

I prefer my invoice transmitted through electronic email: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

TO (Contractor): Town of Bristol
 PO Box 122
 Bristol, IN 46507

FROM (SUBCONTRACTOR):
 Niblock Excavating
 PO Box 211
 Bristol, IN 46507

PROJECT:
 2023-1 Community Crossings Project
 Maple Street

VIA (ENGINEER):
 Jones Petrie Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

APPLICATION NO: THREE (3)
 INVOICE NO: 11798
 INVOICE DATE: July 3, 2024
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: _____ CONTRACT DATE: June 1, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		
Change Order approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	
Approved this month		
Number	Date Approved	
TOTALS:	\$ -	\$ -
Net change by Change Orders	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NIBLOCK EXCAVATING

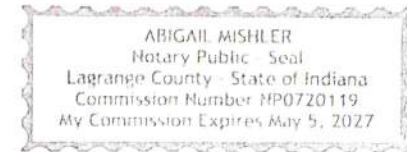
By: Chad Niblock (President)

Application is made for Payment, is shown below, in connection with the Contract. Continuation Sheet showing, SCHEDULE OF VALUES, is attached.

1. ORIGINAL CONTRACT SUM	\$ 965,387.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 965,387.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 844,064.50
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on S of V)	\$ 84,406.45
b. 10% of Stored Material (Column F on S of V)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)	\$ 84,406.45
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 759,658.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 412,581.15
8. CURRENT PAYMENT DUE	\$ 347,076.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 205,729.45

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 3rd day of July, 2024
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$347,076.90

(attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____

Michael Vol

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: THREE (3)
APPLICATION DATE: 7/3/2024
PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
From Industrial to Legion									
1.01	Mobilization and Demobilization	\$ 13,750.00	\$ 13,750.00	\$ -	\$ -	\$ 13,750.00	100%	\$ -	\$ 1,375.00
1.02	Maintaining Traffic	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	100%	\$ -	\$ 950.00
1.03	Construction Engineering	\$ 9,950.00	\$ 9,950.00	\$ -	\$ -	\$ 9,950.00	100%	\$ -	\$ 995.00
1.04	Clearing Right of Way	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%	\$ -	\$ 1,500.00
1.05	Excavation, Common	\$ 42,750.00	\$ 42,750.00	\$ -	\$ -	\$ 42,750.00	100%	\$ -	\$ 4,275.00
1.07	Tree, Remove. 60 in.	\$ 6.00	\$ 6.00	\$ -	\$ -	\$ 6.00	100%	\$ -	\$ 0.60
1.08	Milling, Asphalt, 1 1/2 in.	\$ 18,500.00	\$ 18,500.00	\$ -	\$ -	\$ 18,500.00	100%	\$ -	\$ 1,850.00
1.09	Milling, Asphalt Approach, 1 1/2 in.	\$ 1,187.50	\$ 1,187.50	\$ -	\$ -	\$ 1,187.50	100%	\$ -	\$ 118.75
1.10	Sign, Sheet, Remove	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
1.11	Erosion Control	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -	\$ 250.00
1.12	Compacted Aggregate, No. 53	\$ 44,625.00	\$ 44,625.00	\$ -	\$ -	\$ 44,625.00	100%	\$ -	\$ 4,462.50
1.13	Compacted Aggregate, No. 73	\$ 9,750.00	\$ 9,750.00	\$ -	\$ -	\$ 9,750.00	100%	\$ -	\$ 975.00
1.15	No. 4 Stone for Trench Drain	\$ 17,150.00	\$ 17,150.00	\$ -	\$ -	\$ 17,150.00	100%	\$ -	\$ 1,715.00
1.16	HMA, 2, 64, Surface 9.5 mm	\$ 84,360.00	\$ 84,360.00	\$ -	\$ -	\$ 84,360.00	100%	\$ -	\$ 8,436.00
1.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 36,200.00	\$ 36,200.00	\$ -	\$ -	\$ 36,200.00	100%	\$ -	\$ 3,620.00
1.18	HMA, 2, 64, Base 25.0 mm	\$ 77,995.00	\$ 77,995.00	\$ -	\$ -	\$ 77,995.00	100%	\$ -	\$ 7,799.50
1.19	HMA for Approach, Type B	\$ 6,665.00	\$ 6,665.00	\$ -	\$ -	\$ 6,665.00	100%	\$ -	\$ 666.50
1.20	Joint Adhesive, Surface	\$ 2,925.00	\$ 2,925.00	\$ -	\$ -	\$ 2,925.00	100%	\$ -	\$ 292.50
1.21	Joint Adhesive, Intermediate	\$ 2,925.00	\$ 2,925.00	\$ -	\$ -	\$ 2,925.00	100%	\$ -	\$ 292.50
1.22	Liquid Asphalt Sealant	\$ 225.00	\$ 225.00	\$ -	\$ -	\$ 225.00	100%	\$ -	\$ 22.50
1.24	Widening with HMA, Type B	\$ 35,280.00	\$ 35,280.00	\$ -	\$ -	\$ 35,280.00	100%	\$ -	\$ 3,528.00
1.25	Asphalt for Tack Coat	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	100%	\$ -	\$ 270.00
1.26	Cracks in Asphalt Pavement, Fill	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%	\$ -	\$ 200.00
1.32	Pipe, 12 in., HDPE, Perforated	\$ 8,400.00	\$ 8,400.00	\$ -	\$ -	\$ 8,400.00	100%	\$ -	\$ 840.00
1.33	Geotextile for Trench Drain	\$ 2,080.00	\$ 2,080.00	\$ -	\$ -	\$ 2,080.00	100%	\$ -	\$ 208.00
1.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
1.35	Mulched Seeding, Type 'R'	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,000.00	\$ -
1.36	Line, Paint, Solid, White, 4 in.	\$ 5,737.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,737.50	\$ -
1.40	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 6,957.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,957.50	\$ -
1.41	Line, Thermoplastic, Solid, White, 4 in.	\$ 770.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 770.00	\$ -
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -
1.43	Line, Thermoplastic, Solid, Yellow, 12 in.	\$ 1,937.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,937.50	\$ -
1.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
1.45	Pavement Message Marking, Thermoplastic, Lane Arro	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
1.46	Sign, Ground Mounted, Reset	\$ 470.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 470.00	\$ -
1.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,880.00	\$ -
1.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 805.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 805.00	\$ -
1.50	Section Corner Monument, Remove and Replace	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
Total From Industrial to Legion		\$ 479,381.00	\$ 446,423.50	\$ -	\$ -	\$ 446,423.50	93%	\$ 32,957.50	\$ 44,642.35
From Depot to Indiana									
2.01	Mobilization and Demobilization	\$ 10,500.00	\$ 7,875.00	\$ 2,625.00	\$ -	\$ 10,500.00	100%	\$ -	\$ 1,050.00
2.02	Maintaining Traffic	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00	100%	\$ -	\$ 850.00
2.03	Construction Engineering	\$ 9,950.00	\$ -	\$ 9,950.00	\$ -	\$ 9,950.00	100%	\$ -	\$ 995.00
2.04	Clearing Right of Way	\$ 3,250.00	\$ -	\$ 3,250.00	\$ -	\$ 3,250.00	100%	\$ -	\$ 325.00

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: THREE (3)
APPLICATION DATE: 7/3/2024
PERIOD TO:

ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2.05	Excavation, Common	\$ 30,780.00	\$ -	\$ 30,780.00	\$ -	\$ 30,780.00	100%	\$ -	\$ 3,078.00
2.06	Remove, Full Depth PCCP	\$ 4,462.50	\$ -	\$ 4,462.50	\$ -	\$ 4,462.50	100%	\$ -	\$ 446.25
2.07	Tree, Remove. 60 in.	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ 1.00	100%	\$ -	\$ 0.10
2.08	Milling, Asphalt, 1 1/2 in.	\$ 7,812.50	\$ -	\$ 7,812.50	\$ -	\$ 7,812.50	100%	\$ -	\$ 781.25
2.10	Sign, Sheet, Remove	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00	100%	\$ -	\$ 210.00
2.11	Erosion Control	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	\$ 150.00
2.12	Compacted Aggregate, No. 53	\$ 26,987.50	\$ -	\$ 26,987.50	\$ -	\$ 26,987.50	100%	\$ -	\$ 2,698.75
2.13	Compacted Aggregate, No. 73	\$ 9,425.00	\$ -	\$ 9,425.00	\$ -	\$ 9,425.00	100%	\$ -	\$ 942.50
2.14	Dense Graded Subbase	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00
2.16	HMA, 2, 64, Surface 9.5 mm	\$ 43,200.00	\$ -	\$ 43,200.00	\$ -	\$ 43,200.00	100%	\$ -	\$ 4,320.00
2.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -	\$ 2,000.00
2.18	HMA, 2, 64, Base 25.0 mm	\$ 40,375.00	\$ -	\$ 40,375.00	\$ -	\$ 40,375.00	100%	\$ -	\$ 4,037.50
2.20	Joint Adhesive, Surface	\$ 958.75	\$ -	\$ 958.75	\$ -	\$ 958.75	100%	\$ -	\$ 95.88
2.21	Joint Adhesive, Intermediate	\$ 195.00	\$ -	\$ 195.00	\$ -	\$ 195.00	100%	\$ -	\$ 19.50
2.22	Liquid Asphalt Sealant	\$ 73.75	\$ -	\$ 73.75	\$ -	\$ 73.75	100%	\$ -	\$ 7.38
2.23	HMA Patching Full Depth, Type B	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -	\$ 1,500.00
2.25	Asphalt for Tack Coat	\$ 1,320.00	\$ -	\$ 1,320.00	\$ -	\$ 1,320.00	100%	\$ -	\$ 132.00
2.26	Cracks in Asphalt Pavement, Fill	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	\$ 100.00
2.27	Guardrail End Treatment, Flared	\$ 940.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 940.00	\$ -
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 12.5 ft.	\$ 9,100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,100.00	\$ -
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	\$ 4,350.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,350.00	\$ -
2.30	Guardrail Reflector	\$ 420.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 420.00	\$ -
2.31	PCCP for Approaches, 6 in.	\$ 4,275.00	\$ -	\$ 4,275.00	\$ -	\$ 4,275.00	100%	\$ -	\$ 427.50
2.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
2.36	Mulched Seeding, Type 'U'	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,500.00	\$ -
2.37	Topsoil, Undistributed, 6 in.	\$ 21,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,250.00	\$ -
2.38	Line, Paint, Solid, White, 4 in.	\$ 2,287.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,287.50	\$ -
2.39	Line, Paint, Solid, White, 6 in.	\$ 85.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 85.50	\$ -
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 3,507.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,507.50	\$ -
2.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 240.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 240.00	\$ -
2.46	Sign, Ground Mounted, Reset	\$ 705.00	\$ -	\$ 705.00	\$ -	\$ 705.00	100%	\$ -	\$ 70.50
2.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,200.00	\$ -
2.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 2,310.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,310.00	\$ -
2.49	Fence, Chain Link, Reset	\$ 20,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,250.00	\$ -
2.50	Section Corner Monument, Remove and Replace	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
Total from Depot to Indiana		\$ 321,811.50	\$ 7,875.00	\$ 235,696.00	\$ -	\$ 243,571.00	76%	\$ 78,240.50	\$ 24,357.10
From Indiana to SR 120									
3.01	Mobilization and Demobilization	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00	\$ -	\$ 5,500.00	100%	\$ -	\$ 550.00
3.02	Maintaining Traffic	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00	100%	\$ -	\$ 1,050.00
3.03	Construction Engineering	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	\$ 500.00
3.05	Excavation, Common	\$ 3,562.50	\$ -	\$ 3,562.50	\$ -	\$ 3,562.50	100%	\$ -	\$ 356.25
3.06	Remove, Full Depth PCCP	\$ 2,187.50	\$ -	\$ 2,187.50	\$ -	\$ 2,187.50	100%	\$ -	\$ 218.75
3.08	Milling, Asphalt, 1 1/2 in.	\$ 7,250.00	\$ -	\$ 7,250.00	\$ -	\$ 7,250.00	100%	\$ -	\$ 725.00
3.09	Milling, Asphalt Approach, 1 1/2 in.	\$ 625.00	\$ -	\$ 625.00	\$ -	\$ 625.00	100%	\$ -	\$ 62.50
3.10	Sign, Sheet, Remove	\$ 325.00	\$ -	\$ 325.00	\$ -	\$ 325.00	100%	\$ -	\$ 32.50

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: THREE (3)
APPLICATION DATE: 7/3/2024
PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
3.11	Erosion Control	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	100%	\$ -	\$ 50.00
3.12	Compacted Aggregate, No. 53	\$ 6,375.00	\$ -	\$ 6,375.00	\$ -	\$ 6,375.00	100%	\$ -	\$ 637.50
3.13	Compacted Aggregate, No. 73	\$ 6,825.00	\$ -	\$ 6,825.00	\$ -	\$ 6,825.00	100%	\$ -	\$ 682.50
3.14	Dense Graded Subbase	\$ 2,520.00	\$ -	\$ 2,520.00	\$ -	\$ 2,520.00	100%	\$ -	\$ 252.00
3.16	HMA, 2, 64, Surface 9.5 mm	\$ 39,600.00	\$ -	\$ 39,600.00	\$ -	\$ 39,600.00	100%	\$ -	\$ 3,960.00
3.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00	100%	\$ -	\$ 1,050.00
3.18	HMA, 2, 64, Base 25.0 mm	\$ 16,625.00	\$ -	\$ 16,625.00	\$ -	\$ 16,625.00	100%	\$ -	\$ 1,662.50
3.19	HMA for Approach, Type B	\$ 3,720.00	\$ -	\$ 3,720.00	\$ -	\$ 3,720.00	100%	\$ -	\$ 372.00
3.20	Joint Adhesive, Surface	\$ 910.00	\$ -	\$ 910.00	\$ -	\$ 910.00	100%	\$ -	\$ 91.00
3.22	Liquid Asphalt Sealant	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 70.00	100%	\$ -	\$ 7.00
3.23	HMA Patching Full Depth, Type B	\$ 17,400.00	\$ -	\$ 17,400.00	\$ -	\$ 17,400.00	100%	\$ -	\$ 1,740.00
3.25	Asphalt for Tack Coat	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00
3.26	Cracks in Asphalt Pavement, Fill	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	\$ 100.00
3.31	PCCP for Approaches, 6 in.	\$ 11,875.00	\$ -	\$ 11,875.00	\$ -	\$ 11,875.00	100%	\$ -	\$ 1,187.50
3.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
3.35	Mulched Seeding, Type 'U'	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,800.00	\$ -
3.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 560.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 560.00	\$ -
3.46	Sign, Ground Mounted, Reset	\$ 1,880.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,880.00	\$ -
3.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,600.00	\$ -
3.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 735.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 735.00	\$ -
	Total from Indiana to SR 120	\$ 164,195.00	\$ 4,125.00	\$ 149,945.00	\$ -	\$ 154,070.00	94%	\$ 10,125.00	\$ 15,407.00
	TOTAL	\$ 965,387.50	\$ 458,423.50	\$ 385,641.00	\$ -	\$ 844,064.50	87%	\$ 121,323.00	\$ 84,406.45

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Section 4, Item e.

Bid Total						Pay App. No. 1 (Aug. 30)		Pay App. No. 2 (Nov. 9)		Pay App. No. 3 (July 3)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
From Industrial to Legion													
1.01	Mobilization and Demobilization	1	LS	\$ 13,750.00	\$ 13,750.00	0.75	\$ 10,312.50	0.25	\$ 3,437.50	-	\$ -	1.00	\$ 13,750.00
1.02	Maintaining Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.15	\$ 1,425.00	0.85	\$ 8,075.00	-	\$ -	1.00	\$ 9,500.00
1.03	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	0.15	\$ 1,492.50	0.85	\$ 8,457.50	-	\$ -	1.00	\$ 9,950.00
1.04	Clearing Right of Way	1	LS	\$ 15,000.00	\$ 15,000.00	0.75	\$ 11,250.00	0.25	\$ 3,750.00	-	\$ -	1.00	\$ 15,000.00
1.05	Excavation, Common	1,500	CYS	\$ 28.50	\$ 42,750.00	-	\$ -	1,500.00	\$ 42,750.00	-	\$ -	1,500.00	\$ 42,750.00
1.07	Tree, Remove. 60 in.	6	EA	\$ 1.00	\$ 6.00	6.00	\$ 6.00	-	\$ -	-	\$ -	6.00	\$ 6.00
1.08	Milling, Asphalt, 1 1/2 in.	7,400	SYS	\$ 2.50	\$ 18,500.00	-	\$ -	7,400.00	\$ 18,500.00	-	\$ -	7,400.00	\$ 18,500.00
1.09	Milling, Asphalt Approach, 1 1/2 in.	475	SYS	\$ 2.50	\$ 1,187.50	-	\$ -	475.00	\$ 1,187.50	-	\$ -	475.00	\$ 1,187.50
1.10	Sign, Sheet, Remove	1	EA	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.11	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00
1.12	Compacted Aggregate, No. 53	1,050	TON	\$ 42.50	\$ 44,625.00	-	\$ -	1,050.00	\$ 44,625.00	-	\$ -	1,050.00	\$ 44,625.00
1.13	Compacted Aggregate, No. 73	150	TON	\$ 65.00	\$ 9,750.00	-	\$ -	150.00	\$ 9,750.00	-	\$ -	150.00	\$ 9,750.00
1.15	No. 4 Stone for Trench Drain	245	TON	\$ 70.00	\$ 17,150.00	-	\$ -	245.00	\$ 17,150.00	-	\$ -	245.00	\$ 17,150.00
1.16	HMA, 2, 64, Surface 9.5 mm	703	TON	\$ 120.00	\$ 84,360.00	-	\$ -	703.00	\$ 84,360.00	-	\$ -	703.00	\$ 84,360.00
1.17	HMA, 2, 64, Intermediate 19.0 mm	362	TON	\$ 100.00	\$ 36,200.00	-	\$ -	362.00	\$ 36,200.00	-	\$ -	362.00	\$ 36,200.00
1.18	HMA, 2, 64, Base 25.0 mm	821	TON	\$ 95.00	\$ 77,995.00	-	\$ -	821.00	\$ 77,995.00	-	\$ -	821.00	\$ 77,995.00
1.19	HMA for Approach, Type B	43	TON	\$ 155.00	\$ 6,665.00	-	\$ -	43.00	\$ 6,665.00	-	\$ -	43.00	\$ 6,665.00
1.20	Joint Adhesive, Surface	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00
1.21	Joint Adhesive, Intermediate	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00
1.22	Liquid Asphalt Sealant	4,500	LFT	\$ 0.05	\$ 225.00	-	\$ -	4,500.00	\$ 225.00	-	\$ -	4,500.00	\$ 225.00
1.24	Widening with HMA, Type B	294	TON	\$ 120.00	\$ 35,280.00	-	\$ -	294.00	\$ 35,280.00	-	\$ -	294.00	\$ 35,280.00
1.25	Asphalt for Tack Coat	9,000	SYS	\$ 0.30	\$ 2,700.00	-	\$ -	9,000.00	\$ 2,700.00	-	\$ -	9,000.00	\$ 2,700.00
1.26	Cracks in Asphalt Pavement, Fill	2	TON	\$ 1,000.00	\$ 2,000.00	-	\$ -	2.00	\$ 2,000.00	-	\$ -	2.00	\$ 2,000.00
1.32	Pipe, 12 in., HDPE, Perforated	120	LFT	\$ 70.00	\$ 8,400.00	-	\$ -	120.00	\$ 8,400.00	-	\$ -	120.00	\$ 8,400.00
1.33	Geotextile for Trench Drain	320	SYS	\$ 6.50	\$ 2,080.00	-	\$ -	320.00	\$ 2,080.00	-	\$ -	320.00	\$ 2,080.00
1.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.35	Mulched Seeding, Type 'R'	2,800	SYS	\$ 2.50	\$ 7,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.36	Line, Paint, Solid, White, 4 in.	7,650	LFT	\$ 0.75	\$ 5,737.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.40	Line, Thermoplastic, Solid, Yellow, 4 in.	6,050	LFT	\$ 1.15	\$ 6,957.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.41	Line, Thermoplastic, Solid, White, 4 in.	700	LFT	\$ 1.10	\$ 770.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	1,200	LFT	\$ 1.50	\$ 1,800.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.43	Line, Thermoplastic, Solid, Yellow, 12 in.	310	LFT	\$ 6.25	\$ 1,937.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.44	Transverse Marking, Thermoplastic, Stop Line, Whit	100	LFT	\$ 10.00	\$ 1,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.45	Pavement Message Marking, Thermoplastic, Lane Arro	10	EA	\$ 125.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.46	Sign, Ground Mounted, Reset	2	EA	\$ 235.00	\$ 470.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.47	Sign Post, Square, Type 'I', Unreinforced Anchor B	96	LFT	\$ 30.00	\$ 2,880.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.48	Sign, Sheet, with Legend, 0.100 in.,	23	SFT	\$ 35.00	\$ 805.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.50	Section Corner Monument, Remove and Replace	1	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
					\$ 479,381.00		\$ 24,486.00		\$ 421,937.50		\$ -		\$ 446,423.50
From Depot to Indiana													
2.01	Mobilization and Demobilization	1	LS	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	-	\$ -	0.25	\$ 2,625.00	1.00	\$ 10,500.00
2.02	Maintaining Traffic	1	LS	\$ 8,500.00	\$ 8,500.00	-	\$ -	-	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
2.03	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	-	\$ -	-	\$ -	1.00	\$ 9,950.00	1.00	\$ 9,950.00
2.04	Clearing Right of Way	1	LS	\$ 3,250.00	\$ 3,250.00	-	\$ -	-	\$ -	1.00	\$ 3,250.00	1.00	\$ 3,250.00
2.05	Excavation, Common	1,080	CYS	\$ 28.50	\$ 30,780.00	-	\$ -	-	\$ -	1,080.00	\$ 30,780.00	1,080.00	\$ 30,780.00
2.06	Remove, Full Depth PCCP	255	SYS	\$ 17.50	\$ 4,462.50	-	\$ -	-	\$ -	255.00	\$ 4,462.50	255.00	\$ 4,462.50
2.07	Tree, Remove. 60 in.	1	EA	\$ 1.00	\$ 1.00	-	\$ -	-	\$ -	1.00	\$ 1.00	1.00	\$ 1.00
2.08	Milling, Asphalt, 1 1/2 in.	3,125	SYS	\$ 2.50	\$ 7,812.50	-	\$ -	-	\$ -	3,125.00	\$ 7,812.50	3,125.00	\$ 7,812.50
2.10	Sign, Sheet, Remove	6	EA	\$ 350.00	\$ 2,100.00	-	\$ -	-	\$ -	6.00	\$ 2,100.00	6.00	\$ 2,100.00
2.11	Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00	-	\$ -	-	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
2.12	Compacted Aggregate, No. 53	635	TON	\$ 42.50	\$ 26,987.50	-	\$ -	-	\$ -	635.00	\$ 26,987.50	635.00	\$ 26,987.50
2.13	Compacted Aggregate, No. 73	145	TON	\$ 65.00	\$ 9,425.00	-	\$ -	-	\$ -	145.00	\$ 9,425.00	145.00	\$ 9,425.00
2.14	Dense Graded Subbase	10	CYS	\$ 120.00	\$ 1,200.00	-	\$ -	-	\$ -	10.00	\$ 1,200.00	10.00	\$ 1,200.00
2.16	HMA, 2, 64, Surface 9.5 mm	360	TON	\$ 120.00	\$ 43,200.00	-	\$ -	-	\$ -	360.00	\$ 43,200.00	360.00	\$ 43,200.00
2.17	HMA, 2, 64, Intermediate 19.0 mm	200	TON	\$ 100.00	\$ 20,000.00	-	\$ -	-	\$ -	200.00	\$ 20,000.00	200.00	\$ 20,000.00
2.18	HMA, 2, 64, Base 25.0 mm	425	TON	\$ 95.00	\$ 40,375.00	-	\$ -	-	\$ -	425.00	\$ 40,375.00	425.00	\$ 40,375.00
2.20	Joint Adhesive, Surface	1,475	LFT	\$ 0.65	\$ 958.75	-	\$ -	-	\$ -	1,475.00	\$ 958.75	1,475.00	\$ 958.75

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Section 4, Item e.

Bid Total						Pay App. No. 1 (Aug. 30)		Pay App. No. 2 (Nov. 9)		Pay App. No. 3 (July 3)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
2.21	Joint Adhesive, Intermediate	300	LFT	\$ 0.65	\$ 195.00	-	\$ -	-	\$ -	300.00	\$ 195.00	300.00	\$ 195.00
2.22	Liquid Asphalt Sealant	1,475	LFT	\$ 0.05	\$ 73.75	-	\$ -	-	\$ -	1,475.00	\$ 73.75	1,475.00	\$ 73.75
2.23	HMA Patching Full Depth, Type B	125	TON	\$ 120.00	\$ 15,000.00	-	\$ -	-	\$ -	125.00	\$ 15,000.00	125.00	\$ 15,000.00
2.25	Asphalt for Tack Coat	4,400	SYS	\$ 0.30	\$ 1,320.00	-	\$ -	-	\$ -	4,400.00	\$ 1,320.00	4,400.00	\$ 1,320.00
2.26	Cracks in Asphalt Pavement, Fill	1	TON	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
2.27	Guardrail End Treatment, Flared	4	EA	\$ 235.00	\$ 940.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 12.5 ft	2	EA	\$ 4,550.00	\$ 9,100.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	100	LFT	\$ 43.50	\$ 4,350.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.30	Guardrail Reflector	6	EA	\$ 70.00	\$ 420.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.31	PCCP for Approaches, 6 in.	45	SYS	\$ 95.00	\$ 4,275.00	-	\$ -	-	\$ -	45.00	\$ 4,275.00	45.00	\$ 4,275.00
2.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.36	Mulched Seeding, Type 'U'	1,500	SYS	\$ 3.00	\$ 4,500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.37	Topsoil, Undistributed, 6 in.	250	CYS	\$ 85.00	\$ 21,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.38	Line, Paint, Solid, White, 4 in.	3,050	LFT	\$ 0.75	\$ 2,287.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.39	Line, Paint, Solid, White, 6 in.	90	LFT	\$ 0.95	\$ 85.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	3,050	LFT	\$ 1.15	\$ 3,507.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.44	Transverse Marking, Thermoplastic, Stop Line, Whit	24	LFT	\$ 10.00	\$ 240.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.46	Sign, Ground Mounted, Reset	3	EA	\$ 235.00	\$ 705.00	-	\$ -	-	\$ -	3.00	\$ 705.00	3.00	\$ 705.00
2.47	Sign Post, Square, Type 'I', Unreinforced Anchor B	240	LFT	\$ 30.00	\$ 7,200.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.48	Sign, Sheet, with Legend, 0.100 in.,	66	SFT	\$ 35.00	\$ 2,310.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.49	Fence, Chain Link, Reset	225	LFT	\$ 90.00	\$ 20,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.50	Section Corner Monument, Remove and Replace	1	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
					\$ 321,811.50		\$ 7,875.00		\$ -		\$ 235,696.00		\$ 243,571.00
From Indiana to SR 120													
3.01	Mobilization and Demobilization	1	LS	\$ 5,500.00	\$ 5,500.00	0.75	\$ 4,125.00	-	\$ -	0.25	\$ 1,375.00	1.00	\$ 5,500.00
3.02	Maintaining Traffic	1	LS	\$ 10,500.00	\$ 10,500.00	-	\$ -	-	\$ -	1.00	\$ 10,500.00	1.00	\$ 10,500.00
3.03	Construction Engineering	1	LS	\$ 5,000.00	\$ 5,000.00	-	\$ -	-	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
3.05	Excavation, Common	125	CYS	\$ 28.50	\$ 3,562.50	-	\$ -	-	\$ -	125.00	\$ 3,562.50	125.00	\$ 3,562.50
3.06	Remove, Full Depth PCCP	125	SYS	\$ 17.50	\$ 2,187.50	-	\$ -	-	\$ -	125.00	\$ 2,187.50	125.00	\$ 2,187.50
3.08	Milling, Asphalt, 1 1/2 in.	2,900	SYS	\$ 2.50	\$ 7,250.00	-	\$ -	-	\$ -	2,900.00	\$ 7,250.00	2,900.00	\$ 7,250.00
3.09	Milling, Asphalt Approach, 1 1/2 in.	250	SYS	\$ 2.50	\$ 625.00	-	\$ -	-	\$ -	250.00	\$ 625.00	250.00	\$ 625.00
3.10	Sign, Sheet, Remove	1	EA	\$ 325.00	\$ 325.00	-	\$ -	-	\$ -	1.00	\$ 325.00	1.00	\$ 325.00
3.11	Erosion Control	1	LS	\$ 500.00	\$ 500.00	-	\$ -	-	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
3.12	Compacted Aggregate, No. 53	150	TON	\$ 42.50	\$ 6,375.00	-	\$ -	-	\$ -	150.00	\$ 6,375.00	150.00	\$ 6,375.00
3.13	Compacted Aggregate, No. 73	105	TON	\$ 65.00	\$ 6,825.00	-	\$ -	-	\$ -	105.00	\$ 6,825.00	105.00	\$ 6,825.00
3.14	Dense Graded Subbase	21	CYS	\$ 120.00	\$ 2,520.00	-	\$ -	-	\$ -	21.00	\$ 2,520.00	21.00	\$ 2,520.00
3.16	HMA, 2, 64, Surface 9.5 mm	330	TON	\$ 120.00	\$ 39,600.00	-	\$ -	-	\$ -	330.00	\$ 39,600.00	330.00	\$ 39,600.00
3.17	HMA, 2, 64, Intermediate 19.0 mm	105	TON	\$ 100.00	\$ 10,500.00	-	\$ -	-	\$ -	105.00	\$ 10,500.00	105.00	\$ 10,500.00
3.18	HMA, 2, 64, Base 25.0 mm	175	TON	\$ 95.00	\$ 16,625.00	-	\$ -	-	\$ -	175.00	\$ 16,625.00	175.00	\$ 16,625.00
3.19	HMA for Approach, Type B	24	TON	\$ 155.00	\$ 3,720.00	-	\$ -	-	\$ -	24.00	\$ 3,720.00	24.00	\$ 3,720.00
3.20	Joint Adhesive, Surface	1,400	LFT	\$ 0.65	\$ 910.00	-	\$ -	-	\$ -	1,400.00	\$ 910.00	1,400.00	\$ 910.00
3.22	Liquid Asphalt Sealant	1,400	LFT	\$ 0.05	\$ 70.00	-	\$ -	-	\$ -	1,400.00	\$ 70.00	1,400.00	\$ 70.00
3.23	HMA Patching Full Depth, Type B	145	TON	\$ 120.00	\$ 17,400.00	-	\$ -	-	\$ -	145.00	\$ 17,400.00	145.00	\$ 17,400.00
3.25	Asphalt for Tack Coat	4,000	SYS	\$ 0.30	\$ 1,200.00	-	\$ -	-	\$ -	4,000.00	\$ 1,200.00	4,000.00	\$ 1,200.00
3.26	Cracks in Asphalt Pavement, Fill	1	TON	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
3.31	PCCP for Approaches, 6 in.	125	SYS	\$ 95.00	\$ 11,875.00	-	\$ -	-	\$ -	125.00	\$ 11,875.00	125.00	\$ 11,875.00
3.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.35	Mulched Seeding, Type 'U'	800	SYS	\$ 3.50	\$ 2,800.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.44	Transverse Marking, Thermoplastic, Stop Line, Whit	56	LFT	\$ 10.00	\$ 560.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.46	Sign, Ground Mounted, Reset	8	EA	\$ 235.00	\$ 1,880.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.47	Sign Post, Square, Type 'I', Unreinforced Anchor B	120	LFT	\$ 30.00	\$ 3,600.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.48	Sign, Sheet, with Legend, 0.100 in.,	21	SFT	\$ 35.00	\$ 735.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -
					\$ 164,195.00		\$ 4,125.00		\$ -		\$ 149,945.00		\$ 154,070.00
	TOTAL CONTRACT				\$ 965,387.50		\$ 36,486.00		\$ 421,937.50		\$ 385,641.00		\$ 844,064.50

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

TO (Contractor): Town of Bristol PO Box 122 Bristol, IN 46507	PROJECT: 2023-2 Community Crossings Project	APPLICATION NO: ONE (1) INVOICE NO: 11799 INVOICE DATE: July 3, 2024 PERIOD TO:	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
FROM (SUBCONTRACTOR): Niblock Excavating PO Box 211 Bristol, IN 46507	VIA (ENGINEER): Jones Petrie Rafinski 325 S Lafayette Boulevard South Bend, IN 46601	CONTRACT DATE: February 23, 2024	
CONTRACT FOR:			

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		
Change Order approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	
Approved this month		
Number	Date Approved	
TOTALS:	\$ -	\$ -
Net change by Change Orders	\$	-

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NIBLOCK EXCAVATING

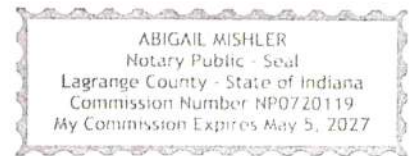
By: Chad Niblock (President)

Application is made for Payment, is shown below, in connection with the Contract. Continuation Sheet showing , SCHEDULE OF VALUES, is attached.

1. ORIGINAL CONTRACT SUM	\$ 657,987.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 657,987.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 193,766.50
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on S of V)	\$ 19,376.65
b. 10% of Stored Material (Column F on S of V)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)	\$ 19,376.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 174,389.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ 174,389.85
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)	\$ 483,597.15

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 3rd day of July, 2024
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 174,389.85

(attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: *Michael Valli*

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: ONE (1)
APPLICATION DATE: 7/3/2024

PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
101	Mob and Demob	\$ 39,500.00	\$ -	\$ 29,625.00	\$ -	\$ 29,625.00	75%	\$ 9,875.00	\$ 2,962.50
102	Maint. of Traffic	\$ 9,500.00	\$ -	\$ 4,750.00	\$ -	\$ 4,750.00	50%	\$ 4,750.00	\$ 475.00
103	Construction Engineering	\$ 9,500.00	\$ -	\$ 4,750.00	\$ -	\$ 4,750.00	50%	\$ 4,750.00	\$ 475.00
104	Clearing Right of Way	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	\$ 500.00
105	Excavation, Common	\$ 47,515.00	\$ -	\$ 47,515.00	\$ -	\$ 47,515.00	100%	\$ -	\$ 4,751.50
106	Full Depth, PCCP, Remove	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ 2,125.00	100%	\$ -	\$ 212.50
107	Curb, Concrete, Remove	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ 120.00	100%	\$ -	\$ 12.00
108	Curb and Gutter, Remove	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00
109	Sidewalk Concrete, Remove	\$ 5,250.00	\$ -	\$ 5,250.00	\$ -	\$ 5,250.00	100%	\$ -	\$ 525.00
110	Inlet, Remove	\$ 475.00	\$ -	\$ 475.00	\$ -	\$ 475.00	100%	\$ -	\$ 47.50
111	Pipe, Remove	\$ 2,322.00	\$ -	\$ 2,322.00	\$ -	\$ 2,322.00	100%	\$ -	\$ 232.20
112	Fence and Posts, Remove	\$ 415.00	\$ -	\$ 415.00	\$ -	\$ 415.00	100%	\$ -	\$ 41.50
113	Pipe End Section, Remove	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	\$ 90.00
114	Subgrade Treatment, Type III	\$ 82,894.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 82,894.00	\$ -
115	Erosion Control	\$ 7,750.00	\$ -	\$ 3,875.00	\$ -	\$ 3,875.00	50%	\$ 3,875.00	\$ 387.50
116	Dense Graded Subbase	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,500.00	\$ -
117	Compacted Aggregate, No. 53	\$ 55,486.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 55,486.50	\$ -
118	Compacted Aggregate, No. 73	\$ 9,030.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,030.00	\$ -
119	No. 4 Crushed, Washed Stone for Trench Drain	\$ 27,622.50	\$ -	\$ 27,622.50	\$ -	\$ 27,622.50	100%	\$ -	\$ 2,762.25
120	HMA, 2, 64, Surface 9.5 mm	\$ 46,540.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 46,540.00	\$ -
121	HMA, 2, 64, Intermediate 19.0 mm	\$ 78,850.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 78,850.00	\$ -
122	Joint Adhesive, Surface	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,144.00	\$ -
123	Joint Adhesive, Intermediate	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,144.00	\$ -
124	Liquid Asphalt Sealant	\$ 176.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 176.00	\$ -
125	Asphalt for Tack Coat	\$ 2.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2.00	\$ -
126	Fence, Chain Link	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,200.00	\$ -
127	Sidewalk, Concrete	\$ 59,075.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 59,075.00	\$ -
128	Curb Ramp, Concrete	\$ 13,760.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,760.00	\$ -
129	Curb, Concrete	\$ 3,535.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,535.00	\$ -
130	Curb and Gutter, Concrete	\$ 17,077.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,077.50	\$ -
131	PCCP for Approaches, 6 in.	\$ 38,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 38,500.00	\$ -
132	Mobilization and Demobilization for Seeding	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
133	Mulched Seeding, Type U	\$ 13,447.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,447.00	\$ -
134	Pipe, 8 in., PVC	\$ 9,225.00	\$ -	\$ 9,225.00	\$ -	\$ 9,225.00	100%	\$ -	\$ 922.50
135	Pipe, 18 in., PVC, Perforated	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	100%	\$ -	\$ 1,300.00
136	Geotextile for Trench Drain	\$ 3,072.00	\$ -	\$ 3,072.00	\$ -	\$ 3,072.00	100%	\$ -	\$ 307.20
137	Casting, Manhole, Adjust to Grade	\$ 475.00	\$ -	\$ 475.00	\$ -	\$ 475.00	100%	\$ -	\$ 47.50
138	Inlet, Type A8	\$ 4,900.00	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	100%	\$ -	\$ 490.00
139	6' DIA., Dry Well, Casting Type 8	\$ 23,700.00	\$ -	\$ 23,700.00	\$ -	\$ 23,700.00	100%	\$ -	\$ 2,370.00
140	Casting, Water Valve, Adjust to Grade	\$ 1,125.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,125.00	\$ -
141	Casting, Water Meter, Adjust to Grade	\$ 750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 750.00	\$ -
142	Sign, Sheet, Ground Mounted, Reset	\$ 1,850.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,850.00	\$ -
143	Line, Paint, Solid, White, 4 in.	\$ 4,640.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,640.00	\$ -
144	Line, Paint, Solid, Yellow, 4 in.	\$ 672.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 672.00	\$ -
145	Pavement Message Marking, Paint, Lane Indication A	\$ 450.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 450.00	\$ -

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: ONE (1)
APPLICATION DATE: 7/3/2024
PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
146	Transverse Marking, Paint, Stop Line, White, 24 in	\$ 943.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 943.00	\$ -
147	Transverse Marking, Paint, Crosswalk Line, White,	\$ 1,479.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,479.50	\$ -
148	Pavement Message Marking, Paint, School	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,700.00	\$ -
201	Fire Hydrant Assembly, Relocate	\$ 3,450.00	\$ -	\$ 3,450.00	\$ -	\$ 3,450.00	100%	\$ -	\$ 345.00
TOTAL		\$ 657,987.00	\$ -	\$ 193,766.50	\$ -	\$ 193,766.50	29%	\$ 464,220.50	\$ 19,376.65

Town of Bristol
Call 2023-2 Community Crossings Project

Section 4, Item f.

Bid Total						Pay App. No. 1 (July 3)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	QTY	AMNT
101	Mob and Demob	1	LS	\$ 39,500.00	\$ 39,500.00				
102	Maint. of Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.75	\$ 29,625.00	0.75	\$ 29,625.00
103	Construction Engineering	1	LS	\$ 9,500.00	\$ 9,500.00	0.50	\$ 4,750.00	0.50	\$ 4,750.00
104	Clearing Right of Way	1	LS	\$ 5,000.00	\$ 5,000.00	0.50	\$ 4,750.00	0.50	\$ 4,750.00
105	Excavation, Common	2,210	CYS	\$ 21.50	\$ 47,515.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00
106	Full Depth, PCCP, Remove	170	SYS	\$ 12.50	\$ 2,125.00	2,210.00	\$ 47,515.00	2,210.00	\$ 47,515.00
107	Curb, Concrete, Remove	12	LFT	\$ 10.00	\$ 120.00	170.00	\$ 2,125.00	170.00	\$ 2,125.00
108	Curb and Gutter, Remove	120	LFT	\$ 10.00	\$ 1,200.00	12.00	\$ 120.00	12.00	\$ 120.00
109	Sidewalk Concrete, Remove	525	SYS	\$ 10.00	\$ 5,250.00	120.00	\$ 1,200.00	120.00	\$ 1,200.00
110	Inlet, Remove	1	EA	\$ 475.00	\$ 475.00	525.00	\$ 5,250.00	525.00	\$ 5,250.00
111	Pipe, Remove	108	LFT	\$ 21.50	\$ 2,322.00	1.00	\$ 475.00	1.00	\$ 475.00
112	Fence and Posts, Remove	1	LS	\$ 415.00	\$ 415.00	108.00	\$ 2,322.00	108.00	\$ 2,322.00
113	Pipe End Section, Remove	4	EA	\$ 225.00	\$ 900.00	1.00	\$ 415.00	1.00	\$ 415.00
114	Subgrade Treatment, Type III	5,348	SYS	\$ 15.50	\$ 82,894.00	4.00	\$ 900.00	4.00	\$ 900.00
115	Erosion Control	1	LS	\$ 7,750.00	\$ 7,750.00		\$ -	-	\$ -
116	Dense Graded Subbase	50	CYS	\$ 90.00	\$ 4,500.00	0.50	\$ 3,875.00	0.50	\$ 3,875.00
117	Compacted Aggregate, No. 53	1,563	TON	\$ 35.50	\$ 55,486.50		\$ -	-	\$ -
118	Compacted Aggregate, No. 73	129	TON	\$ 70.00	\$ 9,030.00		\$ -	-	\$ -
119	No. 4 Crushed, Washed Stone for Trench Drain	381	TON	\$ 72.50	\$ 27,622.50		\$ -	-	\$ -
120	HMA, 2, 64, Surface 9.5 mm	358	TON	\$ 130.00	\$ 46,540.00	381.00	\$ 27,622.50	381.00	\$ 27,622.50
121	HMA, 2, 64, Intermediate 19.0 mm	830	TON	\$ 95.00	\$ 78,850.00		\$ -	-	\$ -
122	Joint Adhesive, Surface	1,760	LFT	\$ 0.65	\$ 1,144.00		\$ -	-	\$ -
123	Joint Adhesive, Intermediate	1,760	LFT	\$ 0.65	\$ 1,144.00		\$ -	-	\$ -
124	Liquid Asphalt Sealant	1,760	LFT	\$ 0.10	\$ 176.00		\$ -	-	\$ -
125	Asphalt for Tack Coat	2	TON	\$ 1.00	\$ 2.00		\$ -	-	\$ -
126	Fence, Chain Link	1	LS	\$ 1,200.00	\$ 1,200.00		\$ -	-	\$ -
127	Sidewalk, Concrete	695	SYS	\$ 85.00	\$ 59,075.00		\$ -	-	\$ -
128	Curb Ramp, Concrete	64	SYS	\$ 215.00	\$ 13,760.00		\$ -	-	\$ -
129	Curb, Concrete	70	LFT	\$ 50.50	\$ 3,535.00		\$ -	-	\$ -
130	Curb and Gutter, Concrete	495	LFT	\$ 34.50	\$ 17,077.50		\$ -	-	\$ -
131	PCCP for Approaches, 6 in.	275	SYS	\$ 140.00	\$ 38,500.00		\$ -	-	\$ -
132	Mobilization and Demobilization for Seeding	2	EA	\$ 500.00	\$ 1,000.00		\$ -	-	\$ -
133	Mulched Seeding, Type U	1,582	SYS	\$ 8.50	\$ 13,447.00		\$ -	-	\$ -
134	Pipe, 8 in., PVC	205	LFT	\$ 45.00	\$ 9,225.00	205.00	\$ 9,225.00	205.00	\$ 9,225.00
135	Pipe, 18 in., PVC, Perforated	200	LFT	\$ 65.00	\$ 13,000.00	200.00	\$ 13,000.00	200.00	\$ 13,000.00
136	Geotextile for Trench Drain	512	SYS	\$ 6.00	\$ 3,072.00	512.00	\$ 3,072.00	512.00	\$ 3,072.00
137	Casting, Manhole, Adjust to Grade	1	EA	\$ 475.00	\$ 475.00	1.00	\$ 475.00	1.00	\$ 475.00
138	Inlet, Type A8	2	EA	\$ 2,450.00	\$ 4,900.00	2.00	\$ 4,900.00	2.00	\$ 4,900.00
139	6' DIA., Dry Well, Casting Type 8	2	EA	\$ 11,850.00	\$ 23,700.00	2.00	\$ 23,700.00	2.00	\$ 23,700.00
140	Casting, Water Valve, Adjust to Grade	3	EA	\$ 375.00	\$ 1,125.00		\$ -	-	\$ -
141	Casting, Water Meter, Adjust to Grade	2	EA	\$ 375.00	\$ 750.00		\$ -	-	\$ -
142	Sign, Sheet, Ground Mounted, Reset	10	EA	\$ 185.00	\$ 1,850.00		\$ -	-	\$ -

**Town of Bristol
Call 2023-2 Community Crossings Project**

Section 4, Item f.

Bid Total					
Bid Item	Description	Bid Quantity	Units	Unit Price	Total
143	Line, Paint, Solid, White, 4 in.	2,320	LFT	\$ 2.00	\$ 4,640.00
144	Line, Paint, Solid, Yellow, 4 in.	336	LFT	\$ 2.00	\$ 672.00
145	Pavement Message Marking, Paint, Lane Indication A	2	EA	\$ 225.00	\$ 450.00
146	Transverse Marking, Paint, Stop Line, White, 24 in	82	LFT	\$ 11.50	\$ 943.00
147	Transverse Marking, Paint, Crosswalk Line, White,	269	LFT	\$ 5.50	\$ 1,479.50
148	Pavement Message Marking, Paint, School	2	EA	\$ 850.00	\$ 1,700.00
201	Fire Hydrant Assembly, Relocate	1	EA	\$ 3,450.00	\$ 3,450.00
TOTAL CONTRACT					\$ 657,987.00

Pay App. No. 1 (July 3)	
Qty charged	Amount Charged
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
1.00	\$ 3,450.00
	\$ 193,766.50

TOTAL TO DATE	
QTY	AMNT
-	\$ -
-	\$ -
-	\$ -
-	\$ -
-	\$ -
-	\$ -
1.00	\$ 3,450.00
	\$ 193,766.50

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the 2023-2 Community Crossings project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$174,389.85 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 3rd day of July 2024.

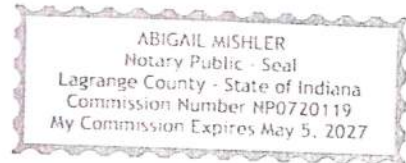
Signed : **Niblock Excavating, Inc.**

By: 
Chad Niblock, President

Personally appeared before me this 3rd day of July 2024, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana
County of Elkhart





Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) – CONTRACT A

This Agreement (“Agreement”) is by and between **Town of Bristol** (“Owner”) and **Niblock Excavating, Inc.** (“Contractor”).

Capitalized terms used in this Agreement and as not otherwise defined herein have the meanings stated in the General Conditions and the Supplementary Conditions which are attached hereto and incorporated into this Agreement.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Water System Improvements Project – Contract A

- Mandatory Bid Alternate A1 – Line ‘E’ Water Main Extension, Extension and Connection of Water Services, Vistula Street Streetscape Improvements and all restoration
- Mandatory Bid Alternate A2 – Line ‘A’ Water Main Extension & Wellsite Improvements, including all electrical components and water system control components and site restoration
- Mandatory Bid Alternate A3 – Line ‘B’ Water Main Extension and all restoration
- Mandatory Bid Alternate A4 – Line ‘D’ Water Main Extension and all restoration
- Mandatory Bid Alternate A5 – Tower Site Final Grading and Paving, SCADA Coordination and Start-Up

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Town of Bristol

Water System Improvements Project – Contract A - Water Main Extension and Water Well Improvements

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Jones Petrie Rafinski Corp.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. ~~The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

Deleted

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **365** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **400** days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s) (“Milestones”):
 1. **Milestone 1 – Construction of temporary gravel access drive to Water Tower Site and clearing of Water Tower Site and Wellfield Site.**
 - a. **Contractor shall substantially complete the work described above and in the Special Provisions 30 days after the date when the Contract Times commence to run.**
 2. **Milestone 2 – Construction of all improvements included in Contract A, Line ‘E’ Plans, including construction and testing of water main, extension and connection of water services and abandonment of non-compliant water services, streetscape improvements, pavement restoration and landscape restoration.**
 - a. **Contractor shall substantially complete the installation, testing, and startup of the above by October 14, 2024.**
 - b. **Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.**
 3. **Milestone 3 – Construction of all improvements included in Contract A, Line ‘A’, Line ‘B’ and Line ‘D’ Plans, including construction and testing of water main, construction of proposed Well #6 and construction of Well House #6 and Chemical Feed Buildings, Contract A electrical services, water system control improvements, pavement restoration and landscape/roadside restoration**
 - a. **Contractor shall substantially complete the installation, testing, and startup of the above within 365 days after the date when the Contract Times commence to run.**
 - b. **Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.**
 4. **Milestone 4 – Final site grading and asphalt pavement construction at the proposed Water Tower site, final coordination of electrical services, final coordination of water system control components and system start-up.**
 - a. **Contractor shall substantially complete the installation, testing, and startup of the above within 60 days after completion of Water Tower construction to be completed under Town of Bristol Water System Improvements Project Contract B.**

b. Contractor shall make all connections to proposed infrastructure prior to decommissioning or demolishing of any existing infrastructure.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. *Milestones:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until each Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **[\$number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **[\$number]**.~~

Deleted

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

AGR/4 – CONTRACT A

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, the following Lump Sum Prices:~~ a lump sum of \$ _____

Lump Sum Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
Total of all Extended Prices for Lump Sum Price Work (subject to final adjustment based on actual quantities)					\$

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~**Deleted**~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Town of Bristol					
Water System Improvements Project – Contract A					
Unit Price Work					
Bid Proposal Form – Mandatory Bid Alternate A1					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A1-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$122,500.00	\$122,500.00
A1-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A1-3.1	Erosion Control	1	LSUM	\$10,000.00	\$10,000.00
A1-4.1	Tower & Well Site Clearing	1	LSUM	\$75,000.00	\$75,000.00
A1-5.1	Dewatering	1	LSUM	\$1.00	\$1.00
A1-6.1	Maintenance of Traffic	1	LSUM	\$35,000.00	\$35,000.00

AGR/5 – CONTRACT A

A1-7.1	10" C900 PVC Water Main	1630	LFT	\$97.50	\$158,925.00
A1-7.2	8" C900 PVC Water Main	3	LFT	\$95.00	\$285.00
A1-7.3	6" C900 PVC Water Main	40	LFT	\$65.50	\$2,620.00
A1-8.1	10" Gate Valve and Box	9	EA	\$4,775.00	\$42,975.00
A1-8.2	8" Gate Valve and Box	1	EA	\$3,335.00	\$3,335.00
A1-8.3	6" Gate Valve and Box	2	EA	\$2,435.00	\$4,870.00
A1-9.1	2" PE CTS Water Service	390	LFT	\$45.00	\$17,550.00
A1-9.2	2" Water Service Curb Stop Assembly	1	EA	\$3,250.00	\$3,250.00
A1-9.3	1" PE CTS Water Service	1,610	LFT	\$41.50	\$66,815.00
A1-9.4	1" Water Service Curb Stop Assembly	32	EA	\$1,890.00	\$60,480.00
A1-10.1	Fire Hydrant Assembly – Type 1	6	EA	\$10,000.00	\$60,000.00
A1-10.2	Fire Hydrant Assembly – Removal	4	EA	\$750.00	\$3,000.00
A1-11.1	10" DI 90° Bend	1	EA	\$1,285.00	\$1,285.00
A1-11.2	10" DI 45° Bend	6	EA	\$1,065.00	\$6,390.00
A1-11.3	10" DI 22.5° Bend	2	EA	\$1,050.00	\$2,100.00
A1-11.4	12" x 10" Tapping Valve, Sleeve & Box	1	EA	\$10,000.00	\$10,000.00
A1-11.5	10" x 10" Tee Fitting	1	EA	\$2,375.00	\$2,375.00
A1-11.6	10" x 8" Reducer Fitting	1	EA	\$900.00	\$900.00
A1-11.7	10" x 6" Tee Fitting	2	EA	\$2,000.00	\$4,000.00
A1-11.8	10" Plug	1	EA	\$630.00	\$630.00
A1-11.9	8" x 8" Tee Fitting	1	EA	\$1,690.00	\$1,690.00
A1-11.10	6" x 6" Tapping Valve, Sleeve & Box	1	EA	\$6,500.00	\$6,500.00
A1-11.11	6" DI 90° Bend	1	EA	\$650.00	\$650.00
A1-12.1	INDOT Pavement Restoration – HMA Surface	16	TON	\$250.00	\$4,000.00
A1-12.2	INDOT Pavement Restoration – HMA Intermediate	25	TON	\$200.00	\$5,000.00
A1-12.3	INDOT Pavement Restoration – HMA Base	96	TON	\$150.00	\$14,400.00
A1-12.4	INDOT Pavement Restoration – Compacted Subgrade Type 1C	115	TON	\$55.00	\$6,325.00
A1-13.1	Local Roadway Pavement Restoration – HMA Surface	4	TON	\$250.00	\$1,000.00

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A1-13.2	Local Roadway Pavement Restoration – HMA Intermediate	7	TON	\$200.00	\$1,400.00
A1-13.3	Local Roadway Pavement Restoration – HMA Base	7	TON	\$150.00	\$1,050.00
A1-13.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	13	TON	\$80.00	\$1,040.00
A1-14.1	SR 120 Streetscape – 4” Sidewalk Restoration	940	SYD	\$85.00	\$79,900.00
A1-14.2	SR 120 Streetscape – 9” PCCP Driveway Restoration	150	SYD	\$175.00	\$26,250.00
A1-14.3	SR 120 Streetscape – INDOT No. 8 Aggregate Backfill	289	SYD	\$100.00	\$28,900.00
A1-15.1	SR 120 Streetscape – Curb Ramp Restoration	55	SYD	\$300.00	\$16,500.00
A1-16.1	SR 120 Streetscape – Concrete Curb Restoration	205	LFT	\$45.00	\$9,225.00
A1-17.1	Tower Site Temporary Access Road	1420	SYD	\$17.50	\$24,850.00
A1-18.1	Landscape Restoration & Seeding	1	LSUM	\$7,750.00	\$7,750.00
A1-19.1	Water Main Line Stop – 6”, Undistributed	2	EA	\$10,500.00	\$21,000.00
				A1 Bid Total	\$977,216.00
Bid Proposal Form – Mandatory Bid Alternate A2					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A2-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$6,500.00	\$6,500.00
A2-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A2-3.1	Erosion Control	1	LSUM	\$8,500.00	\$8,500.00
A2-4.1	Tower/Well Site Earthwork and Grading	1	LSUM	\$133,500.00	\$133,500.00
A2-5.1	Dewatering	1	LSUM	\$3,500.00	\$3,500.00
A2-6.1	Landscape Restoration and Seeding	1	LSUM	\$65,000.00	\$65,000.00
A2-7.1	Maintenance of Traffic	1	LSUM	\$1,500.00	\$1,500.00
A2-8.1	12” C900 PVC Water Main	230	LFT	\$107.50	\$24,725.00
A2-8.2	16” C900 PVC Water Main	7	LFT	\$315.00	\$2,205.00
A2-8.3	10” C900 PVC Water Main	150	LFT	\$97.50	\$14,625.00

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A2-8.4	8" C900 PVC Water Main	15	LFT	\$95.00	\$1,425.00
A2-9.1	12" Gate Valve and Box	2	EA	\$5,725.00	\$11,450.00
A2-9.2	16" Gate Valve and Box	1	EA	\$17,000.00	\$17,000.00
A2-9.3	10" Gate Valve and Box	1	EA	\$4,775.00	\$4,775.00
A2-10.1	1" PE CTS Water Service	120	LFT	\$17.50	\$2,100.00
A2-10.2	1" Water Service Curb Stop Assembly	1	EA	\$1,650.00	\$1,650.00
A2-11.1	16" DI 45° Bend	2	EA	\$2,790.00	\$5,580.00
A2-11.2	10" DI 45° Bend	4	EA	\$1,065.00	\$4,260.00
A2-11.3	8" DI 45° Bend	2	EA	\$750.00	\$1,500.00
A2-11.4	16" x 12" Reducer Fitting	1	EA	\$2,050.00	\$2,050.00
A2-11.5	12" x 10" Reducer Fitting	1	EA	\$1,135.00	\$1,135.00
A2-11.6	12" x 12" Tee Fitting	1	EA	\$2,425.00	\$2,425.00
A2-11.7	12" x 8" Tee Fitting	1	EA	\$2,265.00	\$2,265.00
A2-11.8	8" x 8" Tapping Valve, Sleeve & Box	1	EA	\$7,900.00	\$7,900.00
A2-12.1	Tower/Well Site – 12" PVC Storm Sewer	160	LFT	\$70.00	\$11,200.00
A2-12.2	Tower/Well Site – Storm Inlet	1	EA	\$1,900.00	\$1,900.00
A2-12.3	Tower/Well Site – Drywell	2	EA	\$6,500.00	\$13,000.00
A2-12.4	Tower/Well Site – 4" PVC Sewer	45	LFT	\$100.00	\$4,500.00
A2-13.1	Tower Site – INDOT No. 53 Compacted Aggregate	1040	TON	\$41.00	\$42,640.00
A2-14.1	Wellhouse #6 Structure	1	LSUM	\$52,500.00	\$52,500.00
A2-14.2	Wellhouse #6 Mechanical & Electrical	1	LSUM	\$94,750.00	\$94,750.00
A2-15.1	Water Well No. 6 – Peerless Midwest	1	LSUM	\$153,000.00	\$153,000.00
A2-15.2	Existing Well No. 3& No. 4 Improvements – Peerless Midwest	1	LSUM	\$93,290.00	\$93,290.00
A2-16.1	Chemical Building Structure	1	LSUM	\$81,500.00	\$81,500.00
A2-16.2	Chemical Building Mechanical & Electrical	1	LSUM	\$235,000.00	\$235,000.00
A2-17.1	Well Site Electrical	1	LSUM	\$70,000.00	\$70,000.00
A2-18.1	Water Main Line Stop – 8", Undistributed	2	EA	\$11,500.00	\$23,000.00
A2 Bid Total					\$1,227,350.00
Bid Proposal Form – Mandatory Bid Alternate A3					
No.	Description	Quantity	Unit	Unit Price	Line Item Price

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A3-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$20,000.00	\$20,000.00
A3-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A3-3.1	Erosion Control	1	LSUM	\$12,750.00	\$12,750.00
A3-4.1	Site Clearing	1	LSUM	\$20,000.00	\$20,000.00
A3-5.1	Dewatering	1	LSUM	\$45,000.00	\$45,000.00
A3-6.1	Maintenance of Traffic	1	LSUM	\$5,000.00	\$5,000.00
A3-7.1	12" C900 PVC Water Main	1040	LFT	\$101.50	\$105,560.00
A3-7.2	12" C900 PVC Water Main by HDD	8550	LFT	\$130.00	\$1,111,500.00
A3-7.3	12" C900 PVC Water Main by Bore and Jack – Railroad Crossing	113	LFT	\$700.00	\$79,100.00
A3-7.4	12" HDPE Water Main	390	LFT	\$95.00	\$37,050.00
A3-7.5	12" HDPE Water Main & Casing – SR 120 Crossing	110	LFT	\$450.00	\$49,500.00
A3-7.6	8" C900 PVC Water Main	20	LFT	\$95.00	\$1,900.00
A3-7.7	6" C900 PVC Water Main	20	LFT	\$65.50	\$1,310.00
A3-8.1	12" Gate Valve and Box	28	EA	\$5,725.00	\$160,300.00
A3-8.2	8" Gate Valve and Box	1	EA	\$3,335.00	\$3,335.00
A3-8.3	6" Gate Valve and Box	1	EA	\$2,435.00	\$2,435.00
A3-9.1	2" PE CTS Water Service	40	LFT	\$45.00	\$1,800.00
A3-9.2	2" Water Service Curb Stop Assembly	2	EA	\$3,250.00	\$6,500.00
A3-10.1	Fire Hydrant Assembly – Type 1	20	EA	\$10,000.00	\$200,000.00
A3-10.2	Fire Hydrant Assembly – Type 2	3	EA	\$10,000.00	\$30,000.00
A3-10.3	Fire Hydrant Assembly - Removal	1	EA	\$750.00	\$750.00
A3-11.1	12" DI 45° Bend	11	EA	\$1,400.00	\$15,400.00
A3-11.2	12" DI 22.5° Bend	6	EA	\$1,300.00	\$7,800.00
A3-11.3	12" DI 11.25° Bend	4	EA	\$1,265.00	\$5,060.00
A3-11.4	12" x 12" Tapping Valve, Sleeve & Box	1	EA	\$11,500.00	\$11,500.00
A3-11.5	12" x 12" Tee Fitting	5	EA	\$2,425.00	\$12,125.00
A3-11.6	12" x 8" Tee Fitting	1	EA	\$2,265.00	\$2,265.00
A3-11.7	12" x 8" Reducer Fitting	1	EA	\$1,030.00	\$1,030.00
A3-11.8	12" HDPE/PVC Material Transition Fitting	2	EA	\$1,785.00	\$3,570.00
A3-11.9	12" HDPE Thrust Anchor	2	EA	\$5,000.00	\$10,000.00
A3-11.10	12" Plug	4	EA	\$825.00	\$3,300.00

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A3-11.11	8" x 8" Tapping Valve, Sleeve & Box	2	EA	\$7,900.00	\$15,800.00
A3-12.1	River Crossing Monitoring Structure	1	EA	\$32,500.00	\$32,500.00
A3-13.1	Clean Water Air Release Valve	1	EA	\$24,250.00	\$24,250.00
A3-14.1	Local Roadway Pavement Restoration – HMA Surface	8	TON	\$250.00	\$2,000.00
A3-14.2	Local Roadway Pavement Restoration – HMA Intermediate	15	TON	\$200.00	\$3,000.00
A3-14.3	Local Roadway Pavement Restoration – HMA Base	15	TON	\$150.00	\$2,250.00
A3-14.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	30	TON	\$80.00	\$2,400.00
A3-15.1	Parking Lot Pavement Restoration – HMA Surface	2	TON	\$125.00	\$250.00
A3-15.2	Parking Lot Pavement Restoration – HMA Base	3	TON	\$100.00	\$300.00
A3-15.3	Parking Lot Pavement Restoration – Compacted Aggregate No. 53 Base	5	TON	\$41.50	\$207.50
A3-16.1	Landscape Restoration & Seeding	1	LSUM	\$23,500.00	\$23,500.00
A3-17.1	Water Main Line Stop – 8" Undistributed	1	EA	\$11,500.00	\$11,500.00
A3-17.2	Water Main Line Stop – 12" Undistributed	1	EA	\$14,500.00	\$14,500.00
A3 Bid Total					\$2,123,797.50
Bid Proposal Form – Mandatory Bid Alternate A4					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A4-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$12,500.00	\$12,500.00
A4-2.1	Construction Staking	1	LSUM	\$25,500.00	\$25,500.00
A4-3.1	Erosion Control	1	LSUM	\$18,000.00	\$18,000.00
A4-4.1	Site Clearing	1	LSUM	\$4,500.00	\$4,500.00
A4-5.1	Dewatering	1	LSUM	\$1.00	\$1.00
A4-6.1	Maintenance of Traffic	1	LSUM	\$3,500.00	\$3,500.00
A4-7.1	12" C900 PVC Water Main	60	LFT	\$107.50	\$6,450.00
A4-7.2	12" C900 PVC Water Main by HDD	450	LFT	\$130.00	\$58,500.00

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A4-7.3	12" HDPE Water Main	790	LFT	\$95.00	\$75,050.00
A4-7.4	10" C900 PVC Water Main	90	LFT	\$97.50	\$8,775.00
A4-7.5	10" C900 PVC Water Main by HDD	2,900	LFT	\$102.50	\$297,250.00
A4-7.6	8" C900 PVC Water Main	5	LFT	\$95.00	\$475.00
A4-7.7	6" C900 PVC Water Main	215	LFT	\$52.50	\$11,287.50
A4-8.1	12" Gate Valve and Box	1	EA	\$5,725.00	\$5,725.00
A4-8.2	10" Gate Valve and Box	10	EA	\$4,775.00	\$47,750.00
A4-8.3	6" Gate Valve and Box	4	EA	\$2,435.00	\$9,740.00
A4-9.1	Fire Hydrant Assembly – Type 1	9	EA	\$10,000.00	\$90,000.00
A4-9.2	Fire Hydrant Assembly – Type 2	1	EA	\$10,000.00	\$10,000.00
A4-9.3	Fire Hydrant Assembly – Removal	1	EA	\$750.00	\$750.00
A4-10.1	12" DI 45° Bend	3	EA	\$1,400.00	\$4,200.00
A4-10.2	12" DI 22.5° Bend	2	EA	\$1,300.00	\$2,600.00
A4-10.3	12" x 10" Reducer Fitting	1	EA	\$1,135.00	\$1,135.00
A4-10.4	12" x 8" Reducer Fitting	1	EA	\$1,030.00	\$1,030.00
A4-10.5	12" HDPE Thrust Anchor	2	EA	\$5,000.00	\$10,000.00
A4-10.6	12" PVC/HDPE Material Transition	2	EA	\$1,785.00	\$3,570.00
A4-10.7	10" x 10" Tee Fitting	2	EA	\$2,375.00	\$4,750.00
A4-10.8	10" x 6" Tee Fitting	3	EA	\$2,000.00	\$6,000.00
A4-10.9	10" x 6" Reducer	1	EA	\$760.00	\$760.00
A4-10.10	10" Plug	2	EA	\$630.00	\$1,260.00
A4-10.11	8" x 8" Tapping Valve, Sleeve & Box	1	EA	\$7,900.00	\$7,900.00
A4-10.12	6" x 6" Tee Fitting	1	EA	\$1,005.00	\$1,005.00
A4-10.13	6" x 6" Tapping Valve, Sleeve & Box	2	EA	\$6,500.00	\$13,000.00
A4-10.14	6" Plug	3	EA	\$380.00	\$1,140.00
A4-11.1	River Crossing Monitoring Structure	1	EA	\$32,500.00	\$32,500.00
A4-12.1	Local Roadway Pavement Restoration – HMA Surface	15	TON	\$250.00	\$3,750.00
A4-12.2	Local Roadway Pavement Restoration – HMA Intermediate	25	TON	\$200.00	\$5,000.00
A4-12.3	Local Roadway Pavement Restoration – HMA Base	25	TON	\$150.00	\$3,750.00

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A4-12.4	Local Roadway Restoration – Compacted Aggregate No. 53 Base	45	TON	\$80.00	\$3,600.00
A4-13.1	Landscape Restoration & Seeding	1	LSUM	\$16,850.00	\$16,850.00
A4-14.1	Inserta Valve – 8”	1	EA	\$14,850.00	\$14,850.00
A4-15.1	Water Main Line Stop – 8”, Undistributed	1	EA	\$11,500.00	\$11,500.00
A4-15.2	Water Main Line Stop – 6”, Undistributed	2	EA	\$10,500.00	\$21,000.00
A4 Bid Total					\$856,903.50
Bid Proposal Form – Mandatory Bid Alternate A5					
No.	Description	Quantity	Unit	Unit Price	Line Item Price
A5-1.1	Mobilization and Demobilization (5% Max)	1	LSUM	\$2,500.00	\$2,500.00
A5-2.1	Construction Staking	1	LSUM	\$6,500.00	\$6,500.00
A5-3.1	Erosion Control	1	LSUM	\$2,500.00	\$2,500.00
A5-4.1	Tower/Well Site Final Grading & Cleanup	1	LSUM	\$12,800.00	\$12,800.00
A5-5.1	Tower Site Pavement - HMA Surface	212	TON	\$135.00	\$28,620.00
A5-5.2	Tower Site Pavement - HMA Intermediate	422	TON	\$105.00	\$44,310.00
A5-5.3	Tower Site Pavement - HMA Base	422	TON	\$105.00	\$44,310.00
A5-6.1	Landscape Restoration & Seeding	1	LSUM	\$75,000.00	\$75,000.00
A5-7.1	Water System Control Installation and Integration	1	LSUM	\$560,000.00	\$560,000.00
A5-8.1	Well & Tower System Start-Up	1	LSUM	\$25,500.00	\$25,500.00
A5 Bid Total					\$802,040.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$5,987,307.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. The following Bid Alternates are included in the approved Contract

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Mandatory Bid Alternates A1, A2, A3, A4, and A5.

Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$5,987,307.00.

~~D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.~~

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ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **TBD** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

~~A. All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

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ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

- 1. This Agreement.
- 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings (not attached but incorporated by reference) consisting of 18 sheets with each sheet bearing the following general title: **Town of Bristol Water System Improvements Project – Contract A**
- 7. Special Provisions.
- ~~7. Drawings listed on the attached sheet index.~~

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- 8. Addenda (numbers 1 to 3, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. ***Contractor's Bid (pages B/1 to B/16, inclusive).***
 - b. ***Documentation submitted by Contractor prior to Notice of Award.***
 - 1) ***Itemized Bid Proposal***
 - 2) ***Receipt of Addenda***
 - 3) ***Bid Bond***
 - 4) ***Power of Attorney***
 - 5) ***Indiana State Bid Form 96***
 - 6) ***Financial Statement***

- 7) *OEE-1 (Certification of Non-segregated Facilities)*
- 8) *OEE-2 (Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment)*
- 9) *Certification From Contractor Related to American Iron and Steel*
- 10) *MBE/WBE Good Faith Effort's Worksheet.*

- 10. The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

~~B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).~~

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- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor 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. Contractor 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

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

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor is aware of the general nature of work to be performed by Owner and others at the Site, if any, that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 8.02:
 1. "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 or in this Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Agreement.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

AGR/17 – CONTRACT A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: Town of Bristol
(typed or printed name of organization)

Contractor: Niblock Excavating, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

By: 
(individual's signature)

Date: _____
(date signed)

Date: July 3, 2024
(date signed)

Name: _____
(typed or printed)

Name: Chad Niblock
(typed or printed)

Title: _____
(typed or printed)

Title: President
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: 
(individual's signature)

Title: _____
(typed or printed)

Title: Chase Niblock, Vice President
(typed or printed)

Address for giving notices:
P.O. Box 122
Bristol, IN 46507

Address for giving notices:
P.O. Box 211
Bristol, IN 46507

Designated Representative:
Name: _____
(typed or printed)

Designated Representative:
Name: Brian Swallow
(typed or printed)

Title: _____
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
303 E Vistula St
Bristol, IN 46507

Address:
Niblock Excavating
PO Box 211
Bristol, IN 46507

Phone: _____

Phone: (574) 848-4437

Email: _____

Email: cniblock@niblockexc.com

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into as of this 2nd day of July, 2024 (the “Effective Date”), by and between the TOWN OF BRISTOL, INDIANA (the “Town”), AWT, INC., an Indiana corporation, and LUX PROPERTY CORPORATION, an Indiana corporation (collectively, the “Developers”).

RECITALS

WHEREAS, Developers are proposing development projects (collectively, the “Project”) on the parcels of land generally depicted and/or described on Exhibit A attached hereto and incorporated herein;

WHEREAS, it is anticipated that, as part of the Project, significant infrastructure and/or other public improvements may be required (the “Improvements”);

WHEREAS, Developers have requested that the Town consider and investigate annexing the parcels into the Town, creating one or more tax increment financing allocation areas (“Allocation Areas”), and enter into a reimbursement agreement payable from the tax increment generated within the Allocation Areas to assist with financing the completion of the Improvements (the “TIF Incentive”);

WHEREAS, based on Developers’: (a) proposal with respect to the Project; and (b) commitments under this Agreement; the Town has agreed to consider investigating completing the necessary steps to provide the Developers with the TIF Incentive;

WHEREAS, should the Town decide to proceed with the TIF Incentive, then the transaction encompassing the TIF Incentive shall be the “TIF Transaction”;

WHEREAS, in connection with considering and investigating the TIF Incentive (and, if applicable, proceeding with the TIF Transaction), the Town will be required to employ counsel and advisors to: (a) act as special counsel (“Counsel”) to the Town with respect to the TIF Incentive, and perform related legal services, which counsel shall include, without limitation, Krieg DeVault LLP, and (b) provide financial advisory services to the Town, which advisor shall include, without limitation, Baker Tilly Municipal Advisors LLC (the “Municipal Advisor”);

Whereas, the services provided by Counsel and the Municipal Advisor are hereinafter referred to as the “Services”;

WHEREAS, in connection with: (a) considering and investigating the TIF Incentive; and (b) if applicable, proceeding with the TIF Transaction; the Town will incur certain costs, expenses, fees, and charges, including, without limitation, costs, expenses, fees, and charges with respect to: (a) the employment of Counsel and the Municipal Advisor; (b) the performance by Counsel and the Municipal Advisor of the Services; (c) notices; (d) filings; and (e) photocopying (collectively, the “Costs”);

WHEREAS, the Costs shall include costs, expenses, fees, and charges incurred with respect to the TIF Incentive or any other step or action taken or completed in connection with the TIF Transaction;

WHEREAS, the Town has agreed to consider investigating the TIF Incentive on the condition that Developers shall commit to pay (or reimburse the Town for) all Costs;

WHEREAS, Developers have committed to pay (or reimburse the Town for) all of the Costs; and

WHEREAS, the Town and Developers desire to enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Town and Developers agree as follows:

AGREEMENT

1. **Costs.** Regardless of the status of the TIF Incentive, within fifteen (15) days after receipt of written demand accompanied by supporting bills, statements, or invoices approved by the Town (the “Supporting Invoices”), Developers shall pay (or reimburse the Town for) all Costs; provided that Developers shall not be obligated to pay (or reimburse the Town for) any Costs prior to the date on which the applicable Supporting Invoice is due and payable. Subject to Section 7, the obligation to pay (or reimburse the Town for) the Costs shall apply even if, after consideration and/or investigation, the Town determines in good faith not to proceed with the TIF Transaction. The obligations of the Developers to pay the Costs shall be joint and several.

2. **[Developer Reimbursement.** If the TIF Transaction is consummated, then Developers shall be reimbursed out of the proceeds of the TIF Transaction for all of the Costs actually paid (or reimbursed) by Developers to the Town, and/or its Counsel.]

3. **Failure.** If Developers fail to pay (or reimburse the Town for) any Costs required to be paid (or reimbursed) by Developers pursuant to the terms and conditions of this Agreement, then, in addition to the amount of the Costs due and payable (or reimbursable) by Developers, Developers shall pay to the Town: (a) interest at the rate of three percent (3%) per annum over the prime rate published in the Wall Street Journal from time to time on the delinquent payment (or reimbursement) from the date due until the date paid in full; and (b) all costs and expenses incurred by the Town to collect the delinquent payment (or reimbursement), together with the interest thereon (including, without limitation, attorneys’ fees and charges).

4. **Counsel and Municipal Advisor.** Counsel and the Municipal Advisor: (a) shall be employed by the Town; and (b) in its capacity as Counsel or the Municipal Advisor, respectively, shall take direction exclusively from the Town. All duties of Counsel and the Municipal Advisor in the performance of the Services shall be owed exclusively to the Town.

5. **No Obligation.** Nothing set forth in this Agreement shall be deemed to be an obligation of the Town to proceed with the TIF Incentive. The Town may decide at any time in good faith to cease: (a) considering and investigating the TIF Incentive or (b) proceeding with the TIF Transaction; and such a decision shall have no impact or effect on the commitments and

obligations of Developers under this Agreement up until the point of cessation.

6. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior proposals, oral or written, all previous negotiations and all other communications and understandings with respect to the subject matter hereof. This Agreement shall not be amended or modified in any manner except by an instrument signed by the authorized representatives of both parties.

7. **Termination.** Developers may terminate this Agreement at any time upon: (i) written notice to the Town, and (ii) payment to the Town of all unpaid Costs which have been incurred or have accrued through the date of such termination notice; in which case Developers and the Town shall be deemed to have decided not to proceed with the transactions contemplated by this Agreement. Upon a termination of this Agreement pursuant to the terms and conditions of this Section, this Agreement shall immediately become void and of no further force and effect.

8. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of Indiana, without regard to its principles of conflict of laws. All claims, disputes and other matters in controversy arising out of or related to this Agreement, or the performance or breach thereof, shall be decided in the Circuit or Superior Courts of Elkhart County, Indiana, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the parties. In the event of a successful effort initiated by the Town against Developers for breach or default of this Agreement, Developers shall be liable to the Town for any and all costs of collection, including but not limited to, reasonable attorneys' and professional fees, court costs, costs of investigation and defense, accrued interest, and any other reasonable expenses incurred by the enforcement of such action.

9. **Notices.** All notices required to be given under this Agreement shall be in writing, and shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

If to the Town: Town of Bristol, Indiana
303 E. Vistula Street
Bristol, Indiana 46507
Attention: Town Council President and Town Manager

With a copy to: Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, Indiana 46545
Attention: Scott C. Frissell

If to Developers: AWT, Inc.
PO Box 2955
Elkhart, Indiana 46515-2955
Attention: Abby J. Thomas

Lux Property Corporation
PO Box 2955
Elkhart, Indiana 46515-2955
Attention: Abby J. Thomas

10. **Headings**. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

11. **Recitals Incorporated**. The Recitals are hereby incorporated into and made a part of this Agreement by reference.

12. **Waiver**. No delay or failure by the Town to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13. **Counterparts**. This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

14. **Authorization**. Each undersigned person signing on behalf of a party in a representative capacity certifies that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

TOWN:

TOWN OF BRISTOL, INDIANA

By: _____
Jeff Beachy, Town Council President

DEVELOPERS:

AWT, INC.,
an Indiana corporation

By: _____
Abby J. Thomas, President

LUX PROPERTY CORPORATION,
an Indiana corporation

By: _____
Abby J. Thomas, President

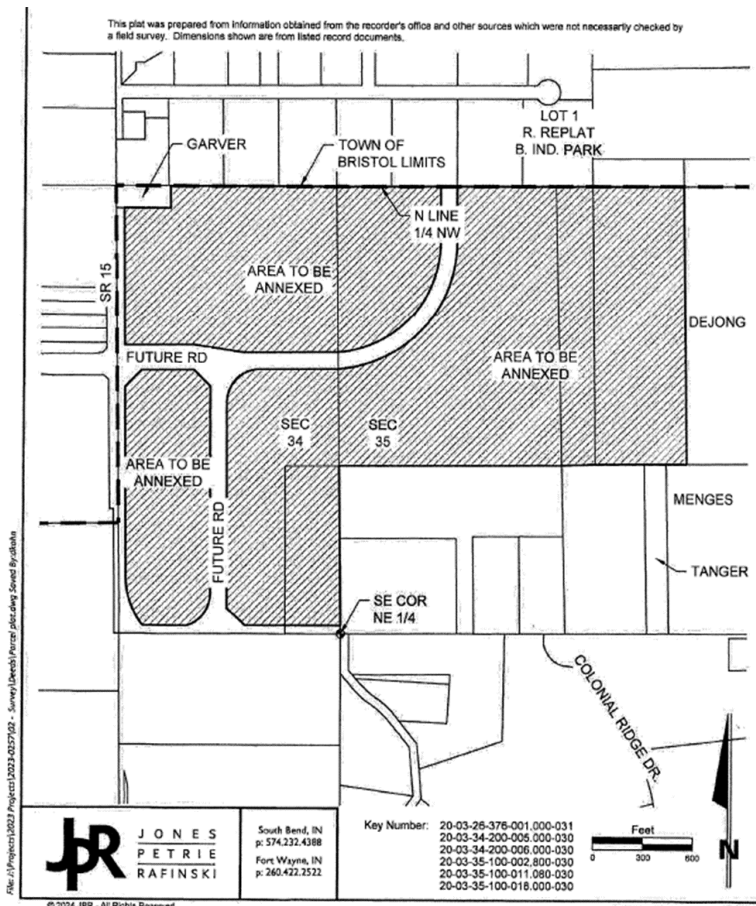
EXHIBIT A

DESCRIPTION OF PARCEL

Real property in Elkhart County, State of Indiana, identified and depicted as follows:

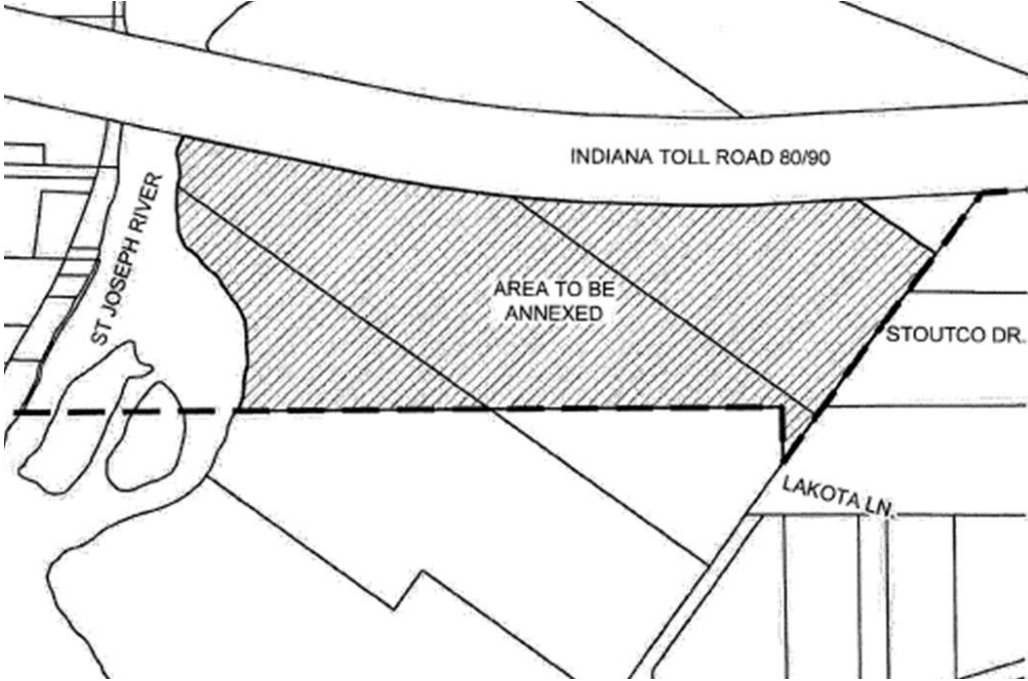
AWT, Inc. Parcels:

- State Road 15 (Parcel Number 20-03-34-200-005.000-030)
- 54430 State Road 15 (Parcel Number 20-03-34-200-006.000-030)
- County Road 10 (Parcel Number 20-03-35-100-011.000-030)
- County Road 10 (Parcel Number 20-03-35-100-018.000-030)
- County Road 10 (Parcel Number 20-03-35-100-002.000-030)



Lux Property Corporation Parcels:

- State Road 15 (Parcel Number 20-03-23-326-002.000-031)
- State Road 15 (Parcel Number 20-03-23-177.001-000-030)
- 52533 State Road 15 (Parcel Number 20-03-23-177-002.000-030)



NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the Bristol Municipal Complex, 303 E Vistula, at 7:00p.m., on the 1st of August, 2024.

Increase:

FUND #	Fund Name	Appropriation #	Amount	Reason
	MVH Unrestricted	2500-001-310	\$ 40,000	Portion of watermain replacement being added to the CCMG 2024-1 Street Project
	TIF 130 South	2203-001-430	\$220,000	Portion of watermain replacement being added to the CCMG 2024-1 Street Project

Grand Total: \$260,000

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: July 3, 2024

Cathy Antonelli, Clerk-Treasurer