TOWN COUNCIL REGULAR MEETING

Thursday, November 05, 2026 at 7:00 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. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF INVOICES**

REPORTS

6. **TOWN MANAGER**
   - **a.** Open bids for land clearing project
   - **b.** WWTP SRF # 62 Crosby Construction $547,464 Retainage $ 28,814
   - **c.** WWTP SRF # 63 Commonwealth Engineers $21,471
   - **d.** WWTP Change Order #9 extending days to completion due to delays and additional sludge removal. Results in an increase of $ 226,049.01
   - **e.** Commonwealth amendment to task order
   - **f.** Water project Change order #7 new water main, valves, services, connections at intersections. project cost increase $198,500
   - **g.** JPR contract amendment increase $246,000
   - **h.** Manager project update

     Evans Restaurant signage . Town match increased $96
7. **CLERK-TREASURER**
   - **a.** Resolution No. 11.5.2026-18 early year-end budget and appropriation review and year-end appropriation transfers

b. Additional Appropriation (Cathy A and Marshal Priem)

Police cars: $130,000 for two cars and equipment. Fund: Special LIT 2248

8. TOWN MARSHAL

9. TOWN ATTORNEY

a. Resolution 11.5.2026-19 Hitch Holdings

10. PRIVILEGE OF THE FLOOR (Public Comments to Council)

a. Please state your name and address | 3-minute guideline for comments

11. TOWN COUNCIL DISCUSSION ITEMS

a. Tony Davidson

b. Doug DeSmith

c. Cathy Burke

d. Gregg Tuholski

e. Jeff Beachy

NEXT MEETINGS:

November 10: 6:00 PM executive session

November 17: 7:00 PM work session

November 19: 7:00 PM Council meeting

12. MOTION TO ADJOURN

CHANGE ORDER NO.: 9

Owner:	Town of Bristol	Owner's Project No.:	WW22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract Name:	WWTP Improvement Project		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description: Additional Sludge Removal, NIPSCO Guy Wire Delay

Attachments: Change Order Breakdown Memo, Change Order Summary Memo, Crosby Utility Pole and Guy Wire Relocation June 29th and September 30th Correspondence, Crosby Additional Sludge Removal Correspondence

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 24,293,749.00	Part 2 Original Contract Times: Calendar days Substantial Completion: 180 Ready for final payment: 30
[~~Increase~~] [**Decrease**] from previously approved Change Orders No. 1 to No. 8: $ 134,675.23	Part 2 **[Increase]** [~~Decrease~~] from previously approved Change Orders No. 1 to No. 8 Substantial Completion: 51 Ready for final payment: 0
Contract Price prior to this Change Order: $ 24,159,073.77	Part 2 Contract Times prior to this Change Order: Substantial Completion: 231 Ready for final payment: 30
[Increase] [~~Decrease~~] this Change Order: $ 226,049.01	Part 2 **[Increase]** [~~Decrease~~] this Change Order: Substantial Completion: 105 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 24,385,122.78	Part 2 Contract Times with all approved Change Orders: Substantial Completion: 336 Ready for final payment: 30

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Town of Bristol
WWTP Improvements Project
Change Order #9

Recommended by Engineer (if required)		Accepted by Contractor	
By:	Amy Mendoza	By:	Russell Jacobs
Title:	Project Engineer	Title:	Vice President
Date:	10/20/26	Date:	10/20/2026
Authorized by Owner		**Approved by Funding Agency (if applicable)**	
By:		By:	
Title:		Title:	
Date:		Date:	

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October 20, 2026

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

RE: Job Number S22145
WWTP Improvement Project
Proposed Change Order No. 9

Dear Mr. Yoder:

Enclosed, please find the proposed Change Order No. 9 (CO #9) for the Town of Bristol's consideration and approval.

This CO #9 includes a contract cost increase of $226,049.01, use of the remaining $6,984.74 of Owner Allowance, and 105 additional days to Part 2, resulting in a new total contract price of $24,385,122.78, and time to substantial completion of Part 2 at 336 days.

Recommendation

We have reviewed the items of additional cost and determined them to be fairly priced. This proposed change order consists of the following items:

- Additional Sludge Removal
- NIPSCO Guy Wire Delay

Further details can be found in the attached memorandum. The Town plans to pay for items of cost using the remaining Owner Allowance and a portion of the available contingency funds. We recommend acceptance of this change order. The table below provides a summary of components included within this change order:

Description	Cost Change	Time Extension (Days)	Summary Notes
Additional Sludge Removal	$233,033.75	0	Sludge planned for removal was above the amount included in the bid. The additional cost was determined by applying a unit cost of $1.25/gallon to the additional sludge that was removed.
NIPSCO Guy Wire Delay	$0	105	Power lines in demolition work area required relocation of poles and associated guy wire by NIPSCO, which prevented demolition and limited site access from Vistula Street. Critical work crews were demobilized during the delay and could not immediately resume the work.
Total:	$6.984.74 to be paid via Owner Allowance $226,049.01 increase to established Contract Cost	**Part 1: 0** **Part 2: 105**	

The change orders and use of the Owner Allowance so far in this contract, including this change order, equate to a 0.86% increase from the original contract price. Note, the Owner Allowance of $150,000 was established as part of Change Order 1 in exchange for 90 additional contract days. A summary of the available contingency and Owner Allowance on the project is included in the table below.

Item	Amount, Original	Approved CO's, with Current CO (negative = credit)	Remaining Amount
Contingency	$1,214,687.45	$91,373.78	$1,123,313.67
Owner Allowance	$150,000.00	$150,000.00	$0.00
Total	**$1,364,687.45**	**$241,373.78**	**$1,123,313.67**

If you have any questions, please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, P.E.

COMMONWEALTH ENGINEERS, INC.
A wealth of resources to master a common goal.

100 East Wayne St., Suite 315
South Bend, IN 46601
PH: (574) 800-7177

CHANGE ORDER SUMMARY MEMORANDUM

DATE: October 20, 2026

SUBJECT: Wastewater Treatment Plant Improvements
Work Item Breakdown for Change Order No. 9

Change Order No. 9 for this project includes a cost increase and time extension for items further explained below. The Engineer has reviewed the costs submitted by the Contractor and considers them fair.

The attached request for change includes the resulting increase associated with the items described below.

1) **Additional Sludge Removal**
During construction, the Contractor had to remove more sludge from tanks being demolished than specification-established amounts. The initial cost included $13,375 for mobilization and testing and $31,762.50 for the removal of 26,250 gallons of biosolids. The actual quantity of biosolids removed was 212,677 gallons, an increase of 186,427 gallons beyond the original amount. At a rate of $1.25 per gallon, this constitutes an additional cost of $233,033.75. Of this cost, $6,984.74 dollars will be covered by the remaining Owner Allowance, while the remaining $226,049.01 will be an increase to the overall contract cost.

This total includes removal and disposal of sludge due to an overflow incident as well as the overall increase from planned sludge removal. The Engineer's RPR maintained records of sludge removed and the Engineer concurs with the amounts submitted. The Contractor's documentation that was submitted and reviewed by the Engineer is attached.

2) **NIPSCO Guy Wire Delay**
NIPSCO expressed concern over potential for site operations to compromise existing 480-volt service line poles in the middle of the demolition work area, which was a safety concern that required relocation of both affected utility poles and the associated guy cables. This forced an extended delay in demolition and prevented direct access to the site from Vistula Street, halting progress on site. NIPSCO was responsible for the removal of impacted electrical poles and supporting guy cables. When NIPSCO addressed the

issue, it became clear that they had expanded the scope of the work to decommission multiple other nearby cables. The Contractor has submitted a delay claim for an adjustment of contract time of 105 days to the Part 2 schedule. They did not request additional compensation at this time, but if additional costs are incurred as a direct result of this delay, we anticipate them to be submitted via a separate change order request for Engineer review.

Attached are two letters from the Contractor; one which was sent on June 29th identifying the active delay caused by the guy wire, and the second letter that was sent on September 30th detailing the 105-day delay that occurred due to the NIPSCO delay in relocating the guy wire.

Description	Cost Change	Adjustment in Contract Time (Calendar Days)
Additional Sludge Removal	$233,033.75	0
NIPSCO Guy Wire Delay	$0	105
Total:	**$6,984.74 - Owner Allowance $226,049.01 - Change In Overall Contract Cost**	**Part 2: 105**

ADDITIONAL SLUDGE REMOVAL ATTACHMENT

Thanks,

Amy Mendoza, PE (IN)
Associate, Project Engineer II
T: 800-289-1177 | D: 219-900-9104
Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA
Regional Offices: Crown Point, Evansville, Fort Wayne, Huntingburg, Indianapolis North, and South Bend, IN | Bowling Green, KY

From: Russell Jacobs <RJacobs@recrosby.com>
Sent: Monday, August 17, 2026 11:05 AM
To: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Cc: Chris Markley <cmarkley@recrosby.com>
Subject: FW: Bristol Sludge Removal

Amy:
As briefly discussed, please see the attached totals for the biosolids removed from Bristol.
Please note that our PO to Merrell Brothers included the following:

- **$13,375.00** – Mobilization and testing
- **$31,762.50** – Removal of 26,250 gallons of biosolids

The total quantity removed was **212,677 gallons**. After deducting the 26,250 gallons included in the original PO, the net additional quantity is **186,427 gallons**.
At **$1.25 per gallon**, the additional cost to haul and dispose of the remaining biosolids is:
186,427 gallons × $1.25 = $233,033.75
Please note that this total includes the removal and disposal associated with the overflow incident.
Also, the **$800.00 ladder usage charge** is between Crosby and Merrell Brothers and is separate from the above costs.
Please let me know how, or if, we need to formalize the above.

CROSBY CONSTRUCTION
Established 1963

Russell Jacobs
Vice President

rjacobs@recrosby.com
O:(260) 432-5114 C:(260) 410-8247

[WWW.RECROSBY.COM]WWW.RECROSBY.COM

From: Justin Ballinger <justin.ballinger@merrellbros.com>
Sent: Monday, August 17, 2026 10:11 AM
To: Russell Jacobs <RJacobs@recrosby.com>; Chris Markley <cmarkley@recrosby.com>; Matthew Hayden <matt.hayden@merrellbros.com>

GUY WIRE DELAY ATTACHMENTS

CROSBY CONSTRUCTION

June 29, 2026

Amy Mendoza
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Re: Town of Bristol Phase II
Wastewater Treatment Plant
Improvements Utility Pole Guy
Wire Relocation Delay

Dear Ms. Mendoza,

R. E. Crosby, Inc. is formally advising the engineer of record that the project has experienced additional delays due to the unresolved relocation of the existing utility pole guy wire. These delays have occurred through no fault of the General Contractor and continue to adversely impact demolition, excavation, backfilling, and maintenance building construction activities associated with Phase II of the Town of Bristol Wastewater Treatment Plant Improvements.

March 31, 2026
The Resident Project Representative (RPR) advised that a request had been submitted to NIPSCO for termination of the existing gas service and relocation of the existing utility guy wire.

April 23, 2026
The RPR advised that NIPSCO had responded with clarification regarding the required procedures necessary to process the guy wire relocation request.

May 5, 2026
R. E. Crosby, Inc. received the required relocation request forms and supporting information necessary to submit the application. It should be noted that neither the Contract Drawings nor the Contract Specifications identified relocation or removal of the existing utility guy wire as work required under this project.

May 18, 2026
The completed Guy Wire Relocation Request was finalized and submitted to NIPSCO. During this period, Chris Markley contacted AEP regarding the electrical conductors attached to the utility poles. AEP advised that it neither owned nor maintained the electrical distribution facilities at this location. This information was provided to Hayden Hensley of NIPSCO, who indicated that NIPSCO would coordinate directly with AEP to determine ownership and responsibility.

May 21, 2026
R. E. Crosby, Inc. submitted a follow-up request to NIPSCO/NiSource seeking confirmation that the relocation application had been received and was being processed.

June 18, 23, and 24, 2026
Multiple communications occurred between Crosby Construction's site representative, Kevin Crouch of Niblock Excavating, and Hayden Hensley of NIPSCO regarding the relocation request. A site visit was scheduled to review the existing conditions, after which NIPSCO provided a proposed relocation plan.

June 25, 2026
NIPSCO conducted a field inspection to evaluate the existing guy wire anchors relative to the planned excavation. During this inspection, Crosby Construction was instructed not to remove additional embankment material supporting the existing guy wire anchors until the relocation work had been completed.

As of the date of this letter, the utility relocation remains incomplete.

The existing guy wires have significantly impeded demolition operations by restricting both ingress and egress to the work area and by limiting the sequencing of demolition activities associated with the existing Headworks structure. While the majority of the demolition area has been backfilled and compacted to the required design elevations in accordance with the Contract Documents, demolition, excavation, backfilling, and compaction activities within the southwest quadrant of the existing lower Headworks structure cannot proceed until NIPSCO completes relocation or removal of the existing guy wire anchor system.

Consequently, the remaining portion of the existing Headworks structure cannot be demolished or backfilled as required by the Contract Documents.

Additionally, the existing guy wires have substantially restricted access for demolition equipment, hauling operations, and debris removal. These access limitations have reduced productivity, disrupted planned construction sequencing, complicated coordination among subcontractors, and required continual modifications to daily work activities.

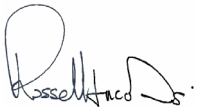
The unresolved utility relocation has directly impacted demolition operations and continues to adversely affect the overall project sequencing. These delays are beyond the control of R. E. Crosby, Inc. and are attributable solely to the outstanding utility relocation.

Accordingly, R. E. Crosby, Inc. hereby reserves all rights afforded under the Contract Documents to seek appropriate adjustments to the Contract Time and, if warranted, additional compensation for costs associated with delays, disruption, extended overhead, reduced productivity, and other impacts resulting from this unresolved utility conflict.

Should you require any additional documentation regarding this matter, please contact our office.

Sincerely

R. E. Crosby, Inc.



Russell L Jacobs
Vice President

CROSBY CONSTRUCTION

September 30, 2026

Amy Mendoza
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Re: Town of Bristol Phase II
Wastewater Treatment Plant
Improvements Utility Pole Guy
Wire Relocation Delay

Dear Ms. Mendoza,

Pursuant to our delay notification correspondence dated June 29, 2026, R. E. Crosby, Inc. is formally advising that, through no fault of Crosby Construction, the unresolved NIPSCO utility relocation and guy-wire conflict adversely impacted our ability to achieve the revised Substantial Completion Date of November 27, 2026.

Our June 29, 2026, correspondence documented the history of the utility relocation issue and its impact on demolition, excavation, backfilling, and related Phase II construction activities. As previously referenced, site activities were impacted as early as April 23, 2026, due in part to the location of the existing overhead utility guy wire.

On June 25, 2026, NIPSCO conducted a field inspection and expressed concern that continued site operations and demolition activities could compromise the existing 480-volt, three-phase electrical service pole(s) and potentially result in its collapse. Given the potential safety implications associated with a failure of the existing utility pole and overhead electrical system, Crosby had no alternative but to relocate the majority of the manpower and critical subcontractors from the project. This resulted in a significant reduction in overall site activities and productivity and disrupted the planned sequencing of the Phase II work.

NIPSCO completed the removal of the affected electrical poles and supporting guy cables on August 5, 2026. Partial site activities resumed on August 10, 2026, with full production operations resuming on August 31, 2026.

Based on the May 18, 2026, date on which the guy-wire relocation documentation was finally submitted, together with the resulting restrictions on site operations and the subsequent loss of productivity and disruption to the construction sequence, R. E. Crosby, Inc. is formally requesting an adjustment of 105 calendar days to the Contract period**.**

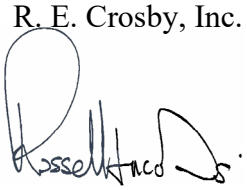
This requested adjustment is intended to account for the time lost as a result of circumstances outside of Crosby Construction's control, including the rescheduling of manpower, subcontractors, and to provide an equitable adjustment to the Phase II completion date. Accordingly, Crosby respectfully requests that the Contract period be adjust with the corresponding modification made to the Phase II Substantial Completion Date.

This letter is intended to finalize Crosby Construction's request for additional Contract Time associated with the NIPSCO utility relocation guy-wire conflict. However, Crosby reserves all rights and remedies afforded under the Contract Documents with respect to any unknown costs, impacts, subcontractor delays, materials delivery or damages that may be directly attributable to the delay in NIPSCO's completion of the aforementioned work.

Please let me know if you have any questions or require any additional documentation to support this request.

Sincerely,

R. E. Crosby, Inc.



Russell L Jacobs
Vice President

Docusign Envelope ID: 0826C53A-058E-85DC-8125-991F6B3B60DA

This is **EXHIBIT K**, consisting of 4 pages, r
in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 17, 2019.

CEI # 2026-02
Amendment To Task Order No. 2022-01; 2023-02; 2023-03; 2024-02; and 2026-01

1. Background Data:

a. Effective Date of Task Order:

b. Owner: Town of Bristol, Indiana

c. Engineer: Commonwealth Engineers, Inc.

d. Specific Project: Wastewater Treatment Plant Improvements Project (S22145)

2. Description of Modifications

a. Engineer shall perform the following Additional Services:

As outlined in the Proposal for Engineering Services letter dated November 2, 2026.

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b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Current Contract Amount	Amendment No. 2026-02	Total Project Amount	Basis of Compensation
Basic Services				
Preliminary Design Phase	$512,000		$512,000	Lump Sum
Final Design Phase	$451,300		$451,300	Lump Sum
Bidding and Negotiating Phase	$51,300		$51,300	Hourly Not-to-Exceed
Construction Phase	$314,000	$74,500	$388,500	Hourly Not-to-Exceed
Resident Project Representative Phase	$759,000	$146,000	$905,000	Hourly Not-to-Exceed
Additional Services				
Field Work / Survey	$15,000		$15,000	Hourly Not-to-Exceed
Startup Assistance	$30,000		$30,000	Hourly Not-to-Exceed
Regulatory Assistance	$31,000		$31,000	Lump Sum
AIS Compliance	$10,300		$10,300	Lump Sum
Geotechnical Evaluation	$42,000		$42,000	Lump Sum
Erosion Control	$10,300		$10,300	Lump Sum
Financial / Legal Assistance	$4,700		$4,700	Hourly Not-to-Exceed
O&M Manual	$50,000		$50,000	Lump Sum
Process Site Civil Design, Additional Soil Boring, and Architect Coordination	$18,800		$18,800	Lump Sum
Architectural Design	$45,860		$45,860	Lump Sum
Mechanical, Electrical, and Plumbing Design	$23,180		$23,180	Lump Sum
Labor Standards Monitoring	$70,000	$5,800	$75,800	Hourly Not-to-Exceed
TOTAL COMPENSATION	**$2,438,740**	**$226,300**	**$2,665,040**	

* Based on a revised 33.5-month continuous construction period.

c. The schedule for rendering services under this Task Order is modified as follows:

Commonwealth proposes to complete the additional scope of work from receipt of written Notice to Proceed (NTP) from the Town of Bristol in a revised 33.5 months.

d. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Article 8.05, "Engineer's Certifications", of the Agreement is hereby amended to include the following:

"B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering

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into its Agreement with the Owner, the Engineer has enrolled in and agre
the work eligibility status of all its newly hired employees through the E-Verify program.

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

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

2. Attachments to this Amendment
   - Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2026 – June 30, 2027
   - Proposal for Engineering Services letter dated November 2, 2026

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$ 1,568,600
b.	Net change for prior amendments:	$ 870,140
c.	This amendment amount:	$ $226,300
d.	Adjusted Task Order amount:	$ 2,665,040

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

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

OWNER:		ENGINEER:	
TOWN OF BRISTOL, INDIANA		COMMONWEALTH ENGINEERS, INC.	
By:		By:	DocuSigned by: E3A3A0119D374E3...
	Mike Yoder		Albert C. Stong, P.E.
Title:	Town Manager	Title	President
Date Signed:		Date Signed:	11/3/2026
Attest:		Attest:	
By:		By:	DocuSigned by: 51D839AD0BB640A...
	Cathryn L. Antonelli		Andrew M. Robarge, P.E.
Title:	Clerk-Treasurer	Title:	Vice President
		CFO/Accounting Approval:	DocuSigned by: CE67E1F4E424461...

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COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
JULY 1, 2026 – JUNE 30, 2027

Billing Class	Rate Per Hour		Billing Class	Rate Per Hour
Principal III	$ 131.25		Environmental Scientist III	$ 48.01
Principal II	$ 120.43		Environmental Scientist II	$ 40.19
Principal I	$ 110.08		Environmental Scientist I	$ 36.20
			Construction Manager	$ 72.00
Project Manager IV	$ 108.95			
Project Manager III	$ 101.93		Resident Project Representative IV	$ 54.62
Project Manager II	$ 83.13		Resident Project Representative III	$ 45.42
Project Manager I	$ 74.84		Resident Project Representative II	$ 41.00
			Resident Project Representative I	$ 36.56
Senior Electrical Engineer	$ 101.93			
			Clerical III	$ 45.43
Senior Process Engineer	$ 90.17		Clerical II	$ 34.18
			Clerical I	$ 25.07
Project Engineer IV	$ 84.62			
Project Engineer III	$ 68.11		Reproduction Processor	$ 31.35
Project Engineer II	$ 63.93			
Project Engineer I	$ 59.27		Trainee	$ 25.00
Engineering Intern III	$ 52.69		CADD Specialist IV	$ 51.54
Engineering Intern II	$ 49.55		CADD Specialist III	$ 46.83
Engineering Intern I	$ 44.69		CADD Specialist II	$ 40.13
			CADD Specialist I	$ 32.07
Designer IV	$ 65.79			
Designer III	$ 60.08		Chief Technology Officer	$ 77.29
Designer II	$ 54.20		IT Tech	$ 35.78
Designer I	$ 43.86		Multimedia Coordinator	$ 61.43
Operations Specialist	$ 53.36		Survey Manager	$ 70.19
			Surveyor	$ 55.28
			Project Surveyor II	$ 49.90
			Project Surveyor I	$ 40.00
Environmental Compliance Manager	$ 64.68		Survey Technician	$ 34.00
Environmental Compliance Project Manager	$ 38.47			
Compliance Specialist	$ 36.20		Grants Manager	$ 69.66

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 56.8176% and 87.4236% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.38 times direct payroll rates.

Reimbursable Expenses

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

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.

Docusign Envelope ID: 0826C53A-058E-85DC-8125-991F6B3B60DA

November 2, 2026

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

RE: Proposal for Engineering Services
WWTP Improvements Project
Construction Engineering – Resident Project Representative Services Amendment

Dear Mr. Yoder:

The WWTP Improvements Project has been underway for approximately 28 months, with Parts 1 and 3 of the project substantially complete. The project has been proceeding relatively smoothly and satisfactorily, but as you are aware, delays have occurred and the Contractor was able to claim an additional 156 days in Part 2 from Change Orders 8 and 9, extending substantial completion to March 12, 2027, and final completion to April 11, 2027. These delays require additional Construction Engineering time to administer the project and additional onsite time for our Resident Project Representative (RPR). We are requesting an amendment to our contract to facilitate these additional supervision and engineering efforts.

Our last amendment completed in January 2026 processed additional construction fees for an additional 184 days in Part 1, which was noted in the memo writeup to extend our contract to November 25, 2026 for Final Completion. To reach mid-April, 2027, five additional months of Construction Engineering and Resident Project Representative coverage will be required. This brings our services allocated to April 25, 2027. The following describes the amended scope of work.

AMENDED SCOPE OF WORK

Commonwealth proposes the following professional services for this project:

- Construction Engineering (Hourly): The additional Construction Engineering amounts requested account for:
    - Additional 5 months of estimated budget for Construction Engineering activities based on current monthly rates.
- Resident Project Representative (RPR)(Hourly):
    - Additional 5 months of estimated budget for RPR activities based on current rates.

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- Labor Standards Monitoring (Hourly): As of the previous project amendment, there was sufficient budget up to December 1, 2026. An additional 4.5-months of Labor Standards is necessary to cover through the week of April 11, 2026.

FEE

Commonwealth proposes to perform the above scope of work for the fees indicated below. These are broken down as follows:

Hourly Services:

Additional Construction Engineering	$74,500 (Hourly)
Resident Project Representative.....	$146,000 (Hourly)
Additional Labor Standards.....	$ 5,800 (Hourly)
Total all Hourly Services	*$226,300 (Hourly)*

SCHEDULE:

Commonwealth proposes to complete the above scope of work from receipt of written Notice to Proceed (NTP) from the Town of Bristol.

Construction……~~21 Months (original)~~ **33.5 months (Revised)**

We look forward to completing the Town of Bristol's Wastewater Treatment Plant Improvements project. Please reach out to us with any questions you may have regarding this proposal.

If you have any questions, please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.

Amy Mendoza

Amy Mendoza, P.E.

Change Order No. 7

Date of Issuance:	11/2/2026	Effective Date:	11/5/2026
Owner:	Town of Bristol	Owner's Contract No.:	
Contractor:	Niblock	Contractor's Project No.:	N/A
Engineer:	Jones Petrie Rafinski Corp.	Engineer's Project No.:	2023-0005
Project:	Town of Bristol Water System Improvements	Contract Name:	A

The Contract is modified as follows upon execution of this Change Order:

Description:

Nnew water main, valves, services and connections at the intersection of Vistula St. and Division St. installed such that three existing valves within the intersection can be abandoned.
Services Replaced: 101 W Vistula, 105 W Vistula, 106 W Vistula 108 W Vistula, Park Service, 110 S Division St., and 112 S Division St.
Meter Pits Replaced: 101 W Vistula, 105 W Vistula, and 110 S Division St.
Services Abandoned: 101 W Vistula, 105 W Vistula, 106 W Vistula, 108 W Vistula, Both Park Services, 110 S Division St., and 112 S Division St.

Attachments:
1. Change Order Worksheet
2. Revised Plan Sheets C1001, and C1101

Change in Contract Price			**Change in Contract Time**	
Original Contract Price:		**$5,987,307.00**	**Original Contract Times:**	
Previous change orders:				
1	**$**	**56,699.00**	Substantial Completion	7/15/2025
2	**$**	**43,865.50**	Final Completion	8/19/2025
3	**$**	**(113,351.80)**	**Increase/Decrease from Change Orders (days)**	
4	**$**	**522,724.50**	Change Order 4	396
5	**$**	**281,677.00**		
6	**$**	**18,999.50**		
			Total	**396**
Net Change from Previous Change Orders:	$	810,613.70	**Contract times with all approved change orders**	
Contract Price prior to this change order:	**$**	**6,797,920.70**		
Net change from this change order	**$**	**198,500.00**	Substantial Completion	8/15/2026
Contract Price incorporating this change order	**$**	**6,996,420.70**	Final Completion	9/19/2026

Recommended:	**Accepted:**	**Accepted:**
By Engineer:	By Owner:	By Contractor:
Jones Petrie Rafinski Corp	Town of Bristol	Niblock
_____	_____	_____
Signature	*Jeff Beachy*	Signature
	Signature	
Senior Project Engineer	Council President	_____
Title	Title	Title
11/3/2026	_____	_____
Date	Date	Date

Project: Town of Bristol Water System Improvements
Change Order No. 7

Change Order Worksheet
Attachment 1

Contractor: Niblock

ITEM NO.		DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
		Mandatory Bid Alternate A1								
A1	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	$122,500.00	$122,500.00	$ -	$ -	$122,500.00
A1	2.1	Construction Staking	1	1	LSUM	$25,500.00	$25,500.00	$ -	$ -	$25,500.00
A1	3.1	Erosion Control	1	1	LSUM	$10,000.00	$10,000.00	$ -	$ -	$10,000.00
A1	4.1	Tower & Well Site Clearing	1	1	LSUM	$75,000.00	$75,000.00	$ -	$ -	$75,000.00
A1	5.1	Dewatering	1	1	LSUM	$1.00	$1.00	$ -	$ -	$1.00
A1	6.1	Maintenance of Traffic	1	1	LSUM	$35,000.00	$35,000.00	$ -	$ -	$35,000.00
A1	7.1	10" C900 PVC Water Main	1,629	1,629	LFT	$97.50	$97.50	$ -	$ -	$158,827.50
A1	7.2	8" C900 PVC Water Main	0	0	LFT	$95.00	$95.00	$ -	$ -	$0.00
A1	7.3	6" C900 PVC Water Main	63	63	LFT	$65.50	$65.50	$ -	$ -	$4,126.50
A1	8.1	10" Gate Valve & Box	9	9	EA	$4,775.00	$4,775.00	$ -	$ -	$42,975.00
A1	8.2	8" Gate Valve & Box	0	0	EA	$3,335.00	$3,335.00	$ -	$ -	$0.00
A1	8.3	6" Gate Valve & Box	1	1	EA	$2,435.00	$2,435.00	$ -	$ -	$2,435.00
A1	9.1	2" PE CTS Water Service	313	313	LFT	$45.00	$45.00	$ -	$ -	$14,085.00
A1	9.2	2" Water Service Curb Stop Assembly	2	2	EA	$3,250.00	$3,250.00	$ -	$ -	$6,500.00
A1	9.3	1" PE CTS Water Service	1772	1772	LFT	$41.50	$41.50	$ -	$ -	$73,538.00
A1	9.4	1" Water Service Curb Stop Assembly	5	5	EA	$1,890.00	$1,890.00	$ -	$ -	$9,450.00
A1	9.5	Corp & Connect to Existing	28	28	EA	$1,285.00	$1,285.00	$ -	$ -	$35,980.00
A1	9.6	Meter Pits, installed and connected	28	28	EA	$2,060.00	$2,060.00	$ -	$ -	$57,680.00
A1	10.1	Fire Hydrant Assembly - Type 1	6	6	EA	$10,000.00	$10,000.00	$ -	$ -	$60,000.00
A1	10.2	Fire Hydrant Assembly Removal	4	4	EA	$750.00	$750.00	$ -	$ -	$3,000.00
A1	11.1	10" DI 90 Deg. Bend	1	1	EA	$1,285.00	$1,285.00	$ -	$ -	$1,285.00
A1	11.2	10" DI 45 Deg. Bend	13	13	EA	$1,065.00	$1,065.00	$ -	$ -	$13,845.00
A1	11.3	10" DI 22.5 Deg. Bend	0	0	EA	$1,050.00	$1,050.00	$ -	$ -	$0.00
A1	11.4	12" x 10" Tapping Valve & Sleeve	1	1	EA	$10,000.00	$10,000.00	$ -	$ -	$10,000.00
A1	11.5	10" x 10" Tee Fitting	2	2	EA	$2,375.00	$2,375.00	$ -	$ -	$4,750.00
A1	11.6	10" x 8" Reducer Fitting	0	0	EA	$900.00	$900.00	$ -	$ -	$0.00
A1	11.7	10" x 6" Tee Fitting	2	2	EA	$2,000.00	$2,000.00	$ -	$ -	$4,000.00
A1	11.8	10" Plug	3	3	EA	$630.00	$630.00	$ -	$ -	$1,890.00
A1	11.9	8" x 8" Tee Fitting	0	0	EA	$1,690.00	$1,690.00	$ -	$ -	$0.00
A1	11.10	6" x 6" Tapping Valve & Sleeve	1	1	EA	$6,500.00	$6,500.00	$ -	$ -	$6,500.00
A1	11.11	6" DI 90 Deg. Bend	2	2	EA	$650.00	$650.00	$ -	$ -	$1,300.00
A1	12.1	INDOT Pavement Restoration - HMA Surface	12.46	12.46	TON	$250.00	$250.00	$ -	$ -	$3,115.00
A1	12.2	INDOT Pavement Restoration - HMA Intermediate	11.73	11.73	TON	$200.00	$200.00	$ -	$ -	$2,346.00
A1	12.3	INDOT Pavement Restoration - HMA Base	22.31	22.31	TON	$150.00	$150.00	$ -	$ -	$3,346.50
A1	12.4	INDOT Pavement Restoration - Compacted Subgrade Type 1C	59.22	59.22	TON	$55.00	$55.00	$ -	$ -	$3,257.10
A1	13.1	Local Roadway Pavement Restoration - HMA Surface	1	1	TON	$250.00	$250.00	$ -	$ -	$250.00
A1	13.2	Local Roadway Pavement Restoration - HMA Intermediate	17.13	17.13	TON	$200.00	$200.00	$ -	$ -	$3,426.00
A1	13.3	Local Roadway Pavement Restoration - HMA Base	23.00	23.00	TON	$150.00	$150.00	$ -	$ -	$3,450.00
A1	13.4	Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base	5.00	5.00	TON	$80.00	$80.00	$ -	$ -	$400.00
A1	14.1	SR 120 Streetscape - 4" Sidewalk	147.20	147.20	SYD	$85.00	$85.00	$ -	$ -	$12,512.00
A1	14.2	SR 120 Streetscape - 9" PCCP	0.00	0.00	SYD	$175.00	$175.00	$ -	$ -	$0.00
A1	14.3	SR 120 Streetscape - INDOT No. 8 Agg. Backfill	0.00	0.00	SYD	$100.00	$100.00	$ -	$ -	$0.00
A1	15.1	SR 120 Streetscape - Curb Ramp Restoration	0.00	0.00	SYD	$300.00	$300.00	$ -	$ -	$0.00
A1	16.1	SR 120 Streetscape - Concrete Curb Restoration	133.00	133.00	LFT	$45.00	$45.00	$ -	$ -	$5,985.00
A1	17.1	Tower Site Temporary Access Road	1,420	1,420	SYD	$17.50	$17.50	$ -	$ -	$24,850.00
A1	17.2	Tower Site Temporary Access Road -Local Roadway Pavement Restoration - HMA Surface	22.15	22.15	TON	$250.00	$250.00	$ -	$ -	$5,537.50
A1	17.3	Tower Site Temporary Access Road - Local Roadway Pavement Restoration - HMA Base	48.82	48.82	TON	$150.00	$150.00	$ -	$ -	$7,323.00
A1	17.4	Tower Site Temporary Access Road – Additional Clearing and Grubbing	1	1	LSUM	$8,975.00	$8,975.00	$ -	$ -	$8,975.00
A1	18.1	Landscape Restoration & Seeding	1	1	LSUM	$7,750.00	$7,750.00	$ -	$ -	$5,812.50
A1	19.1	Water Main Line Stop - 6", Undistributed	0	0	EA	$10,500.00	$10,500.00	$ -	$ -	$0.00
A1	20.1	Flowable Fill, installed, for AC pipe support, as directed by Engineer or Town	16	16	CY	$415.00	$415.00	$ -	$ -	$6,640.00
A1	21.1	Storm Piping Repairs, unforeseen conditions	4	4	EA	$1,895.00	$1,895.00	$ -	$ -	$7,580.00
A1	22.1	Force Main Repairs, unforeseen conditions	1	1	EA	$6,150.00	$6,150.00	$ -	$ -	$6,150.00
A1-CO3	23.1	Asphalt Sidewalk	954	954	SY	$60.65	$60.65	$ -	$ -	$57,860.10
A1-CO3	24.1	Interior Water Service Work	3	3	EA	$775.00	$775.00	$ -	$ -	$2,325.00
A1-CO3	25.1	Additional Maintenance of Traffic Equipment	64	64	DAILY	$205.00	$205.00	$ -	$ -	$13,120.00
		Mandatory Bid Alternate A2								
A2	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	$6,500.00	$6,500.00	$ -	$ -	$6,500.00
A2	2.1	Construction Staking	1	1	LSUM	$25,500.00	$25,500.00	$ -	$ -	$25,500.00
A2	3.1	Erosion Control	1	1	LSUM	$8,500.00	$8,500.00	$ -	$ -	$8,500.00
A2	4.1	Tower/Well Site Earthwork & Grading	1	1	LSUM	$133,500.00	$133,500.00	$ -	$ -	$133,500.00
A2	5.1	Dewatering	1	1	LSUM	$3,500.00	$3,500.00	$ -	$ -	$3,500.00
A2	6.1	Landscape Restoration & Seeding	1	1	LSUM	$65,000.00	$65,000.00	$ -	$ -	$65,000.00
A2	7.1	Maintenance of Traffic	1	1	LSUM	$1,500.00	$1,500.00	$ -	$ -	$1,500.00
A2	8.1	12" C900 PVC Water Main	110	110	LFT	$107.50	$107.50	$ -	$ -	$11,825.00
A2	8.2	16" C900 PVC Water Main	0	0	LFT	$315.00	$315.00	$ -	$ -	$0.00
A2- CO6	8.21	16" C900 PVC Water Main	107	107	LFT	$200.00	$200.00	$ -	$ -	$21,400.00
A2	8.3	10" C900 PVC Water Main	150	150	LFT	$97.50	$97.50	$ -	$ -	$14,625.00
A2	8.4	8" C900 PVC Water Main	15	15	LFT	$95.00	$95.00	$ -	$ -	$1,425.00
A2	9.1	12" Gate Valve & Box	3	3	EA	$5,725.00	$5,725.00	$ -	$ -	$17,175.00
A2	9.2	16" Gate Valve & Box	0	0	EA	$17,000.00	$17,000.00	$ -	$ -	$0.00
A2	9.3	10" Gate Valve & Box	1	1	EA	$4,775.00	$4,775.00	$ -	$ -	$4,775.00
A2	10.1	1" PE CTS Water Service	95	95	LFT	$17.50	$17.50	$ -	$ -	$1,662.50
A2	10.2	1" Water Service Curb Stop Assembly	1	1	EA	$1,650.00	$1,650.00	$ -	$ -	$1,650.00
A2	11.1	16" DI 45 Deg. Bend	0	0	EA	$2,790.00	$2,790.00	$ -	$ -	$0.00
A2	11.2	10" DI 45 Deg. Bend	4	4	EA	$1,065.00	$1,065.00	$ -	$ -	$4,260.00
A2	11.3	8" DI 45 Deg. Bend	2	2	EA	$750.00	$750.00	$ -	$ -	$1,500.00

Project: Town of Bristol Water System Improvements
Change Order No. 7

Change Order Worksheet
Attachment 1

Contractor: Niblock

ITEM NO.		DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
A2	11.4	16" x 12" Reducer Fitting	1	1	EA	$2,050.00	$2,050.00	$ -	$ -	$2,050.00
A2	11.5	12" x 10" Reducer Fitting	1	1	EA	$1,135.00	$1,135.00	$ -	$ -	$1,135.00
A2-CO6	11.52	16" x 12" Tee Fitting	1	1	EA	$6,000.00	$6,000.00	$ -	$ -	$6,000.00
A2	11.6	12" x 12" Tee Fitting	1	1	EA	$2,425.00	$2,425.00	$ -	$ -	$2,425.00
A2	11.7	12" x 8" Tee Fitting	1	1	EA	$2,265.00	$2,265.00	$ -	$ -	$2,265.00
A2	11.8	8" x 8" Tapping Valve & Sleeve	1	1	EA	$7,900.00	$7,900.00	$ -	$ -	$7,900.00
A2	12.1	Tower/Well Site 12" PVC Storm Sewer	160	160	LFT	$70.00	$70.00	$ -	$ -	$11,200.00
A2	12.2	Tower/Well Site Storm Inlet	1	1	EA	$1,900.00	$1,900.00	$ -	$ -	$1,900.00
A2	12.3	Tower/Well Site Drywell	2	2	EA	$6,500.00	$6,500.00	$ -	$ -	$13,000.00
A2	12.4	Tower/Well Site 4" PVC Sewer	45	45	LFT	$100.00	$100.00	$ -	$ -	$4,500.00
A2	13.1	Tower Site - INDOT No. 53 Compacted Aggregate	1,040	1,040	TON	$41.00	$41.00	$ -	$ -	$42,640.00
A2	14.1	Wellhouse #6 Structure	1	1	LSUM	$52,500.00	$52,500.00	$ -	$ -	$52,500.00
A2	14.2	Wellhouse #6 Mechanical & Electrical	1	1	LSUM	$94,750.00	$94,750.00	$ -	$ -	$94,750.00
A2	15.1	Water Well No. 6 - Peerless Midwest	1	1	LSUM	$153,000.00	$153,000.00	$ -	$ -	$153,000.00
A2	15.2	Midwest	1	1	LSUM	$93,290.00	$93,290.00	$ -	$ -	$93,290.00
A2	16.1	Chemical Building Structure	1	1	LSUM	$81,500.00	$81,500.00	$ -	$ -	$81,500.00
A2	16.2	Chemical Building Mechanical & Electrical	1	1	LSUM	$235,000.00	$235,000.00	$ -	$ -	$235,000.00
A2-CO6	16.4	Floride Feed Skid, Plumbing and Appurtenances (Credit)	1	1	LSUM	-$10,455.00	-$10,455.00	$ -	$ -	-$10,455.00
A2-CO6	16.5	Water Softener (Credit)	1	1	LSUM	-$600.00	-$600.00	$ -	$ -	-$600.00
A2	17.1	Well Site Electrical	1	1	LSUM	$70,000.00	$70,000.00	$ -	$ -	$70,000.00
A2	18.1	Water Main Line Stop - 8", Undistributed	2	2	EA	$11,500.00	$11,500.00	$ -	$ -	$23,000.00
A2-CO5	19.1	Tower/Well Site Fencing with Gates	1	1	LSUM	$115,455.00	$115,455.00	$ -	$ -	$115,455.00
A2-CO5	19.2	Additional Site Clearing For Fence	1	1	LSUM	$32,635.00	$32,635.00	$ -	$ -	$32,635.00
A2-CO5	19.3	RecPro Pavement Mill & Resurface	1,570	1,570	SY	$16.80	$16.80	$ -	$ -	$26,376.00
		Mandatory Bid Alternate A3								
A3	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	$20,000.00	$20,000.00	$ -	$ -	$20,000.00
A3	2.1	Construction Staking	1	1	LSUM	$25,500.00	$25,500.00	$ -	$ -	$25,500.00
A3	3.1	Erosion Control	1	1	LSUM	$12,750.00	$12,750.00	$ -	$ -	$12,750.00
A3	4.1	Tower & Well Site Clearing	1	1	LSUM	$20,000.00	$20,000.00	$ -	$ -	$20,000.00
A3	5.1	Dewatering	1	1	LSUM	$45,000.00	$45,000.00	$ -	$ -	$45,000.00
A3	6.1	Maintenance of Traffic	1	1	LSUM	$5,000.00	$5,000.00	$ -	$ -	$5,000.00
A3	7.1	12" C900 PVC Water Main	1,328	1,328	LFT	$101.50	$101.50	$ -	$ -	$134,792.00
A3	7.2	12" C900 PVC Water Main by HDD	8,563	8,563	LFT	$130.00	$130.00	$ -	$ -	$1,113,190.00
A3	7.3	Railroad Crossing	113	113	LFT	$700.00	$700.00	$ -	$ -	$79,100.00
A3	7.4	12" HDPE Water Main	390	390	LFT	$95.00	$95.00	$ -	$ -	$37,050.00
A3	7.5	12" HDPE Water Main & Casing - SR 120 Crossing	110	110	LFT	$450.00	$450.00	$ -	$ -	$49,500.00
A3	7.6	8" C900 PVC Water Main	35	35	LFT	$95.00	$95.00	$ -	$ -	$3,325.00
A3	7.7	6" C900 PVC Water Main	20	20	LFT	$65.50	$65.50	$ -	$ -	$1,310.00
A3	8.1	12" Gate Valve & Box	29	29	EA	$5,725.00	$5,725.00	$ -	$ -	$166,025.00
A3	8.2	8" Gate Valve & Box	2	2	EA	$3,335.00	$3,335.00	$ -	$ -	$6,670.00
A3	8.3	6" Gate Valve & Box	1	1	EA	$2,435.00	$2,435.00	$ -	$ -	$2,435.00
A3	9.1	2" PE CTS Water Service	40	40	LFT	$45.00	$45.00	$ -	$ -	$1,800.00
A3	9.2	2" Water Service Curb Stop Assembly	2	2	EA	$3,250.00	$3,250.00	$ -	$ -	$6,500.00
A3	10.1	Fire Hydrant Assembly - Type 1	20	20	EA	$10,000.00	$10,000.00	$ -	$ -	$200,000.00
A3	10.2	Fire Hydrant Assembly - Type 2	3	3	EA	$10,000.00	$10,000.00	$ -	$ -	$30,000.00
A3	10.3	Fire Hydrant Assembly Removal	1	1	EA	$750.00	$750.00	$ -	$ -	$750.00
A3	11.1	12" DI 45 Deg. Bend	13	13	EA	$1,400.00	$1,400.00	$ -	$ -	$18,200.00
A3	11.2	12" DI 22.5 Deg. Bend	5	5	EA	$1,300.00	$1,300.00	$ -	$ -	$6,500.00
A3	11.3	12" DI 11.25 Deg. Bend	3	3	EA	$1,265.00	$1,265.00	$ -	$ -	$3,795.00
A3-CO6	11.3	8" DI 45 Deg. Bend	2	2	EA	$750.00	$750.00	$ -	$ -	$1,500.00
A3	11.4	12" x 12" Tapping Valve & Sleeve	1	1	EA	$11,500.00	$11,500.00	$ -	$ -	$11,500.00
A3	11.5	12" x 12" Tee Fitting	6	6	EA	$2,425.00	$2,425.00	$ -	$ -	$14,550.00
A3	11.6	12" x 8" Tee Fitting	0	0	EA	$2,265.00	$2,265.00	$ -	$ -	$0.00
A3	11.7	12" x 8" Reducer Fitting	2	2	EA	$1,030.00	$1,030.00	$ -	$ -	$2,060.00
A3	11.8	12" HDPE/PVC Material Transition Fitting	2	2	EA	$1,785.00	$1,785.00	$ -	$ -	$3,570.00
A3	11.9	12" HDPE Thrust Anchor	2	2	EA	$5,000.00	$5,000.00	$ -	$ -	$10,000.00
A3	11.10	12" Plug	5	5	EA	$825.00	$825.00	$ -	$ -	$4,125.00
A3	11.11	8" x 8" Tapping Valve & Sleeve	1	1	EA	$7,900.00	$7,900.00	$ -	$ -	$7,900.00
A3	12.1	River Crossing Monitoring Structure	1	1	EA	$32,500.00	$32,500.00	$ -	$ -	$32,500.00
A3	13.1	Clean Water Release Valve	1	1	EA	$24,250.00	$24,250.00	$ -	$ -	$24,250.00
A3	14.1	Local Roadway Pavement Restoration - HMA Surface	8	8	TON	$250.00	$250.00	$ -	$ -	$2,000.00
A3	14.2	Intermediate	15	15	TON	$200.00	$200.00	$ -	$ -	$3,000.00
A3	14.3	Local Roadway Pavement Restoration - HMA Base	15	15	TON	$150.00	$150.00	$ -	$ -	$2,250.00
A3	14.4	Aggregate No. 53 Base	30	30	TON	$80.00	$80.00	$ -	$ -	$2,400.00
A3	15.1	Parking Lot Pavement Restoration HMA Surface	2	2	TON	$125.00	$125.00	$ -	$ -	$250.00
A3	15.2	Parking Lot Pavement Restoration HMA Base	3	3	TON	$100.00	$100.00	$ -	$ -	$300.00
A3	15.3	Aggregate No. 53 Base	5	5	TON	$41.50	$41.50	$ -	$ -	$207.50
A3	16.1	Landscape Restoration & Seeding	1	1	LSUM	$23,500.00	$23,500.00	$ -	$ -	$23,500.00
A3	17.1	Water Main Line Stop - 8", Undistributed	1	1	EA	$11,500.00	$11,500.00	$ -	$ -	$11,500.00
A3	17.2	Water Main Line Stop - 12", Undistributed	1	1	EA	$14,500.00	$14,500.00	$ -	$ -	$14,500.00
		Mandatory Bid Alternate A4								
A4	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	$12,500.00	$12,500.00	$ -	$ -	$12,500.00
A4	2.1	Construction Staking	1	1	LSUM	$25,500.00	$25,500.00	$ -	$ -	$25,500.00
A4	3.1	Erosion Control	1	1	LSUM	$18,000.00	$18,000.00	$ -	$ -	$18,000.00
A4	4.1	Site Clearing	1	1	LSUM	$4,500.00	$4,500.00	$ -	$ -	$4,500.00
A4	5.1	Dewatering	1	1	LSUM	$1.00	$1.00	$ -	$ -	$1.00
A4	6.1	Maintenance of Traffic	1	1	LSUM	$3,500.00	$3,500.00	$ -	$ -	$3,500.00
A4	7.1	12" C900 PVC Water Main	60	60	LFT	$107.50	$107.50	$ -	$ -	$6,450.00
A4	7.2	12" C900 PVC Water Main by HDD	542	542	LFT	$130.00	$130.00	$ -	$ -	$70,460.00
A4	7.3	12" HDPE Water Main	840	840	LFT	$95.00	$95.00	$ -	$ -	$79,800.00
A4	7.4	10" C900 PVC Water Main	90	90	LFT	$97.50	$97.50	$ -	$ -	$8,775.00
A4	7.5	10" C900 PVC Water Main by HDD	2,940	2,940	LFT	$102.50	$102.50	$ -	$ -	$301,350.00
A4	7.6	8" C900 PVC Water Main	14	14	LFT	$95.00	$95.00	$ -	$ -	$1,330.00
A4	7.7	6" C900 PVC Water Main	230	230	LFT	$52.50	$52.50	$ -	$ -	$12,075.00
A4	8.1	12" Gate Valve & Box	1	1	EA	$5,725.00	$5,725.00	$ -	$ -	$5,725.00

Project: Town of Bristol Water System Improvements
Change Order No. 7

Change Order Worksheet
Attachment 1

Contractor: Niblock

ITEM NO.		DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
A4	8.2	10" Gate Valve & Box	10	10	EA	$4,775.00	$4,775.00	$ -	$ -	$47,750.00
A4	8.3	6" Gate Valve & Box	4	4	EA	$2,435.00	$2,435.00	$ -	$ -	$9,740.00
A4	9.1	Fire Hydrant Assembly - Type 1	9	9	EA	$10,000.00	$10,000.00	$ -	$ -	$90,000.00
A4	9.2	Fire Hydrant Assembly - Type 2	1	1	EA	$10,000.00	$10,000.00	$ -	$ -	$10,000.00
A4	9.3	Fire Hydrant Assembly Removal	1	1	EA	$750.00	$750.00	$ -	$ -	$750.00
A4	10.1	12" DI 45 Deg. Bend	3	3	EA	$1,400.00	$1,400.00	$ -	$ -	$4,200.00
A4	10.2	12" DI 22.5 Deg. Bend	2	2	EA	$1,300.00	$1,300.00	$ -	$ -	$2,600.00
A4	10.3	12" x 10" Reducer Fitting	1	1	EA	$1,135.00	$1,135.00	$ -	$ -	$1,135.00
A4	10.4	12" x 8" Reducer Fitting	1	1	EA	$1,030.00	$1,030.00	$ -	$ -	$1,030.00
A4	10.5	12" HDPE Thrust Anchor	2	2	EA	$5,000.00	$5,000.00	$ -	$ -	$10,000.00
A4	10.6	12" HDPE/PVC Material Transition	2	2	EA	$1,785.00	$1,785.00	$ -	$ -	$3,570.00
A4	10.7	10" x 10" Tee Fitting	2	2	EA	$2,375.00	$2,375.00	$ -	$ -	$4,750.00
A4	10.8	10" x 6" Tee Fitting	4	4	EA	$2,000.00	$2,000.00	$ -	$ -	$8,000.00
A4	10.9	10" x 6" Reducer Fitting	1	1	EA	$760.00	$760.00	$ -	$ -	$760.00
A4	10.10	10" Plug	2	2	EA	$630.00	$630.00	$ -	$ -	$1,260.00
A4	10.11	8" x 8" Tapping Valve, Sleeve & Box	1	1	EA	$7,900.00	$7,900.00	$ -	$ -	$7,900.00
A4	10.12	6" x 6" Tee Fitting	1	1	EA	$1,005.00	$1,005.00	$ -	$ -	$1,005.00
A4	10.13	6" x 6" Tapping Valve, Sleeve & Box	2	2	EA	$6,500.00	$6,500.00	$ -	$ -	$13,000.00
A4	10.14	6" Plug	3	3	EA	$380.00	$380.00	$ -	$ -	$1,140.00
A4	11.1	River Crossing Monitoring Structure	1	1	EA	$32,500.00	$32,500.00	$ -	$ -	$32,500.00
A4	12.1	Local Roadway Pavement Restoration - HMA Surface	15	15	TON	$250.00	$250.00	$ -	$ -	$3,750.00
A4	12.2	Intermediate	25	25	TON	$200.00	$200.00	$ -	$ -	$5,000.00
A4	12.3	Local Roadway Pavement Restoration - HMA Base	25	25	TON	$150.00	$150.00	$ -	$ -	$3,750.00
A4	12.4	Aggregate No. 53 Base	45	45	TON	$80.00	$80.00	$ -	$ -	$3,600.00
A4	13.1	Landscape Restoration & Seeding	1	1	LSUM	$16,850.00	$16,850.00	$ -	$ -	$16,850.00
A4	14.1	Inserta Valve - 8"	1	1	EA	$14,850.00	$14,850.00	$ -	$ -	$14,850.00
A4	15.1	Water Main Line Stop - 8", Undistributed	1	1	EA	$11,500.00	$11,500.00	$ -	$ -	$11,500.00
A4	15.2	Water Main Line Stop - 6", Undistributed	2	2	EA	$10,500.00	$10,500.00	$ -	$ -	$21,000.00
A4-CO5	16.1	2" PE CTS Water Service	20	20	LFT	$45.00	$45.00	$ -	$ -	$900.00
A4-CO5	17.1	Curb Removal and Replacement at Turtle Drive	1	1	LSUM	$1,850.00	$1,850.00	$ -	$ -	$1,850.00
		Mandatory Bid Alternate A5								
A5	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	$2,500.00	$2,500.00	$ -	$ -	$2,500.00
A5	2.1	Construction Staking	1	1	LSUM	$6,500.00	$6,500.00	$ -	$ -	$6,500.00
A5	3.1	Erosion Control	1	1	LSUM	$2,500.00	$2,500.00	$ -	$ -	$2,500.00
A5	4.1	Tower/Well Site Final Grading & Cleanup	1	1	LSUM	$12,800.00	$12,800.00	$ -	$ -	$12,800.00
A5	5.1	Tower Site Pavement - HMA Surface	212	212	TON	$135.00	$135.00	$ -	$ -	$28,620.00
A5	5.2	Tower Site Pavement - HMA Intermediate	422	422	TON	$105.00	$105.00	$ -	$ -	$44,310.00
A5	5.3	Tower Site Pavement - HMA Base	422	422	TON	$105.00	$105.00	$ -	$ -	$44,310.00
A5	6.1	Landscape Restoration & Seeding	1	1	LSUM	$75,000.00	$75,000.00	$ -	$ -	$75,000.00
A5	7.1	Water System Control Installation & Integration	1	1	LSUM	$560,000.00	$560,000.00	$ -	$ -	$560,000.00
A5	8.1	Well & Tower System Start-Up	1	1	LSUM	$25,500.00	$25,500.00	$ -	$ -	$25,500.00
A6	1	12" C900 PVC Water Main	32	32	LFT	$122.50	$122.50	$ -	$ -	$3,920.00
A6	2	6" C900 PVC Water Main	2,805	2,805	LFT	$65.50	$65.50	$ -	$ -	$183,727.50
A6	3	4" C900 PVC Water Main	2	2	LFT	$60.00	$60.00	$ -	$ -	$120.00
A6	4	12" Gate Valve & Box	2	2	EA	$5,725.00	$5,725.00	$ -	$ -	$11,450.00
A6	5	6" Gate Valve & Box	9	9	EA	$2,435.00	$2,435.00	$ -	$ -	$21,915.00
A6	6	4" Gate Valve	1	1	EA	$2,400.00	$2,400.00	$ -	$ -	$2,400.00
A6	7	1" PE CTS Water Service	737	737	LFT	$41.50	$41.50	$ -	$ -	$30,585.50
A6	8	1" Water Service Curb Stop Assembly	32	32	EA	$1,890.00	$1,890.00	$ -	$ -	$60,480.00
A6	9	Fire Hydrant Assembly - Type 1	11	11	EA	$10,000.00	$10,000.00	$ -	$ -	$110,000.00
A6	10	Fire Hydrant Assembly Removal	8	8	EA	$750.00	$750.00	$ -	$ -	$6,000.00
A6	11	Fire Hydrant Assembly, Remove & Reconnect	2	2	EA	$3,500.00	$3,500.00	$ -	$ -	$7,000.00
A6	12	6" DI 45 Deg. Bend	17	17	EA	$695.00	$695.00	$ -	$ -	$11,815.00
A6	13	6" DI 11.25 Deg. Bend	1	1	EA	$680.00	$680.00	$ -	$ -	$680.00
A6	14	12" DI 45 Deg. Bend	2	2	EA	$1,735.00	$1,735.00	$ -	$ -	$3,470.00
A6	15	8" x 4" Reducer Fitting	0	0	EA	$710.00	$710.00	$ -	$ -	$0.00
A6	16	12" x 6" Reducer Fitting	1	1	EA	$1,190.00	$1,190.00	$ -	$ -	$1,190.00
A6	17	6" x 6" Tee Fitting	1	1	EA	$1,160.00	$1,160.00	$ -	$ -	$1,160.00
A6	18	12" x 8" Tee Fitting	1	1	EA	$2,525.00	$2,525.00	$ -	$ -	$2,525.00
A6	19	12" x 12" x 8" Tee Fitting	1	1	EA	$2,525.00	$2,525.00	$ -	$ -	$2,525.00
A6	20	12" x 12" x 10" Tee Fitting	2	2	EA	$2,890.00	$2,890.00	$ -	$ -	$5,780.00
A6	21	8" x 6" Tapping Valve & Sleeve on AC Pipe	2	2	EA	$8,825.00	$8,825.00	$ -	$ -	$17,650.00
A6	22	4" x 4" Tapping Valve & Sleeve on AC Pipe	2	2	EA	$7,650.00	$7,650.00	$ -	$ -	$15,300.00
A6	23	Water Main Line Stop - 6", Undistributed	1	1	EA	$10,500.00	$10,500.00	$ -	$ -	$10,500.00
A6	24	Plug, 12"	1	1	EA	$705.00	$705.00	$ -	$ -	$705.00
A6	25	Installing service at Hardings	1	1	EA	$1,890.00	$1,890.00	$ -	$ -	$1,890.00
A6	26	6x6x4 Tee Fitting	1	1	EA	$1,150.00	$1,150.00	$ -	$ -	$1,150.00
A6	27	Water Main and valves Abandonment	1	1	LSUM	$25,000.00	$25,000.00	$ -	$ -	$25,000.00
A6	28	INDOT full depth restoration outside of CCMG work	60	60	SYD	$195.00	$195.00	$ -	$ -	$11,700.00
A6	29	Lawn Restoration	1	1	LSUM	$5,000.00	$5,000.00	$ -	$ -	$5,000.00
A6	30	Maint. of Traffic for Pearl St.	1	1	LSUM	$7,500.00	$7,500.00	$ -	$ -	$7,500.00
A6	31	Mobilization Beyond Contract Area	1	1	LSUM	$8,500.00	$8,500.00	$ -	$ -	$8,500.00
A6-CO5	32	Remove and Replace Concrete Pad at Bailys Auto	1	1	LSUM	$1,950.00	$1,950.00	$ -	$ -	$1,950.00
A6-CO5	33	Flowable Fill	8	8	CY	$3,320.00	$3,320.00	$ -	$ -	$26,560.00
A6-CO5	34	6" Plug	1	1	EA	$380.00	$380.00	$ -	$ -	$380.00
A7-CO7	1.0	12" HDPE DIPS Directional Drill	0	320	LFT	$0.00	$170.00	$ 54,400.00	$ -	$54,400.00
A7-CO7	1.1	10" C900 Open Cut	0	60	LFT	$0.00	$150.00	$ 9,000.00	$ -	$9,000.00
A7-CO7	1.2	8" C900 Open Cut	0	19	LFT	$0.00	$95.00	$ 1,805.00	$ -	$1,805.00
A7-CO7	1.3	6" C900 Open Cut	0	13	LFT	$0.00	$75.00	$ 975.00	$ -	$975.00
A7-CO7	2.0	8x8 Tee	0	1	EA	$0.00	$1,690.00	$ 1,690.00	$ -	$1,690.00
A7-CO7	3.0	Investigation for existing service	0	1	LSUM	$0.00	$3,500.00	$ 3,500.00	$ -	$3,500.00
A7-CO7	4.0	2" PE CTS Water Service, crossing to Gas Station	0	64	LFT	$0.00	$45.00	$ 2,880.00	$ -	$2,880.00
A7-CO7	4.1	2" PE CTS Water Service, to 101 Exist Vault	0	185	LFT	$0.00	$45.00	$ 8,325.00	$ -	$8,325.00
A7-CO7	4.2	2" PE CTS Water Service, south to 110+112 Div	0	236	LFT	$0.00	$45.00	$ 10,620.00	$ -	$10,620.00
A7-CO7	5.0	2" Curb Stops	0	3	EA	$0.00	$3,250.00	$ 9,750.00	$ -	$9,750.00

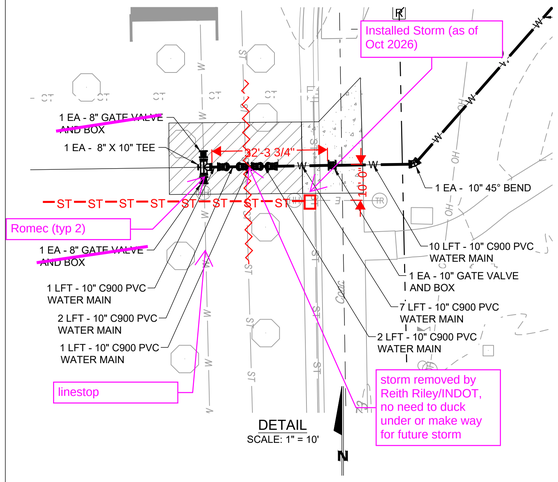
Project: Town of Bristol Water System Improvements
Change Order No. 7

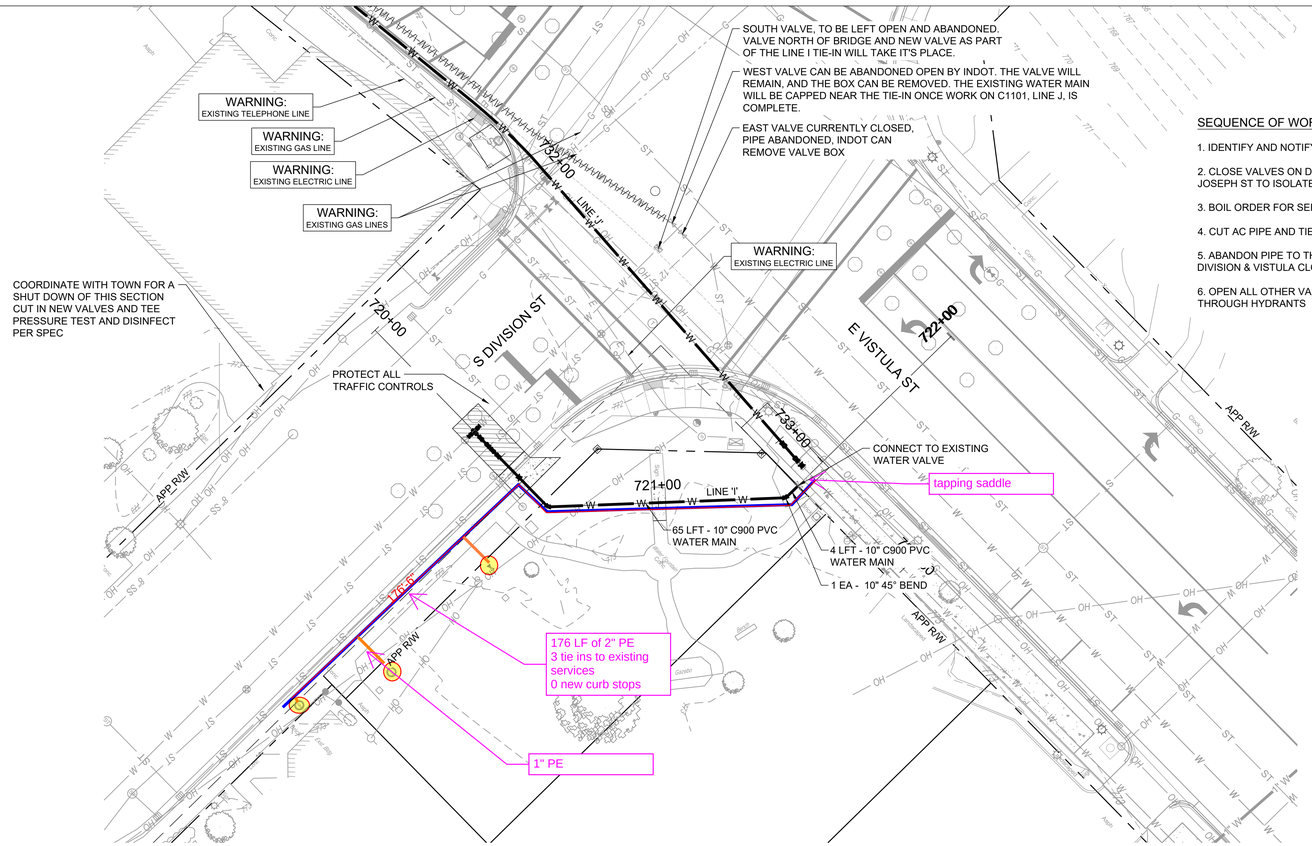
Change Order Worksheet
Attachment 1

Contractor: Niblock

ITEM NO.		DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
A7-CO7	6.0	1" PE CTS Water Service, Installation	0	7	EA	$0.00	$1,500.00	$ 10,500.00	$ -	$10,500.00
A7-CO7	6.1	1" PE CTS Water Service, materials	0	7	EA	$0.00	$700.00	$ 4,900.00	$ -	$4,900.00
A7-CO7	7.0	1" Curb Stops	0	1	EA	$0.00	$1,890.00	$ 1,890.00	$ -	$1,890.00
A7-CO7	8.0	Water Meter Pit	0	3	EA	$0.00	$2,060.00	$ 6,180.00	$ -	$6,180.00
A7-CO7	9.0	10" Gate Valves	0	2	EA	$0.00	$4,775.00	$ 9,550.00	$ -	$9,550.00
A7-CO7	10.0	12" DI Fitting	0	1	EA	$0.00	$1,400.00	$ 1,400.00	$ -	$1,400.00
A7-CO7	10.1	10" DI Fitting	0	4	EA	$0.00	$1,065.00	$ 4,260.00	$ -	$4,260.00
A7-CO7	10.2	6" 45 Bends	0	2	EA	$0.00	$695.00	$ 1,390.00	$ -	$1,390.00
A7-CO7	11.0	1" Water Service Abandonment	0	9	EA	$0.00	$500.00	$ 4,500.00	$ -	$4,500.00
A7-CO7	12.0	Abandonment of Water Main	0	1	LSUM	$0.00	$2,775.00	$ 2,775.00	$ -	$2,775.00
A7-CO7	13.0	Abandonment of Existing Valves	0	3	EA	$0.00	$2,500.00	$ 7,500.00	$ -	$7,500.00
A7-CO7	14.0	8" Linestop	0	1	EA	$0.00	$11,500.00	$ 11,500.00	$ -	$11,500.00
A7-CO7	14.1	6" Linestop	0	1	EA	$0.00	$10,500.00	$ 10,500.00	$ -	$10,500.00
A7-CO7	15.0	Flowable Fill	0	16	CY	$0.00	$415.00	$ 6,640.00	$ -	$6,640.00
A7-CO7	16.0	MJ Adapters	0	2	EA	$0.00	$1,785.00	$ 3,570.00	$ -	$3,570.00
A7-CO7	17.0	Saw Cut and Removals	0	1	LSUM	$0.00	$2,000.00	$ 2,000.00	$ -	$2,000.00
A7-CO7	18.0	Traffic control	0	1	LSUM	$0.00	$5,000.00	$ 5,000.00	$ -	$5,000.00
A7-CO7	19.0	Restoration (soil and seed)	0	1	LSUM	$0.00	$1,500.00	$ 1,500.00	$ -	$1,500.00
									Total	**$6,996,420.70**
							Total Increase	$ 198,500.00		
							Total Decrease		$ -	
							Net change this change order			$ 198,500.00
							Contract Price prior to this change order			$ 6,797,920.70
							Current Contract Price			**$ 6,996,420.70**

As-Built Red Line from Field
JPR/Niblock





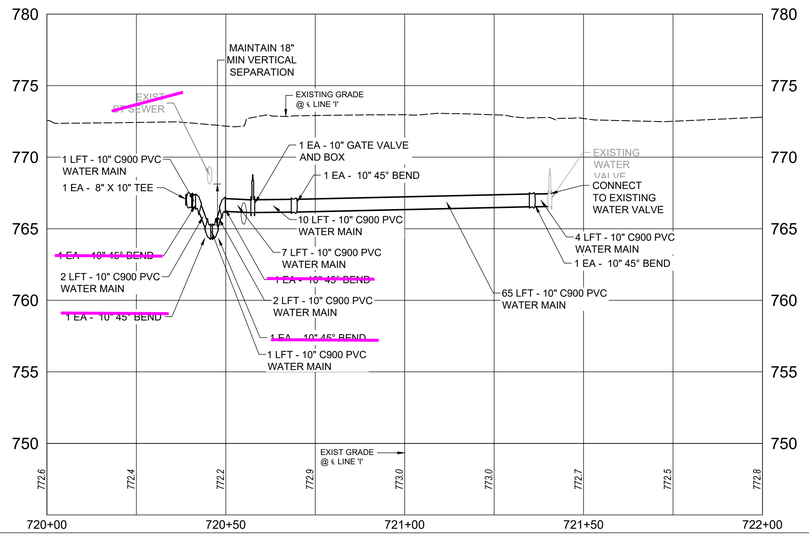
SEQUENCE OF WORK FOR LINE I:

1. IDENTIFY AND NOTIFY CUSTOMERS IN THIS ZONE
2. CLOSE VALVES ON DIVISION AT VISTULA AND AT ST JOSEPH ST TO ISOLATE ZONE (OTHERS AS NECESSARY)
3. BOIL ORDER FOR SERVICES IN THIS ZONE
4. CUT AC PIPE AND TIE IN DIRECTLY
5. ABANDON PIPE TO THE NORTH AND LEAVE VALVE AT DIVISION & VISTULA CLOSED
6. OPEN ALL OTHER VALVES, REFILL AND FLUSH THROUGH HYDRANTS

LEGEND

- (A) FULL COMPACTED BACKFILL AND CUT CLEAN EDGES, RESTORE CONCRETE TO EXISTING DEPTH
- (B) FULL COMPACTED BACKFILL AND CLEAN EDGES, RESTORE ASPHALT TO EXISTING DEPTH
- (C) MILL AND OVERLAY ASPHALT, EDGE TO EDGE
- (D) BACKFILL, RESTORE WITH TOPSOIL AND SEEDING

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1" = 20'



REV	DESCRIPTION	BY	DATE
1	CHANG ORDER 7	JF	6/12/2026

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JONES PETRIE RAFINSKI
Fort Wayne, IN p: 260.422.2522
South Bend, IN p: 574.232.4388

JENNIFER A. FOGLESONG REGISTERED No. 12200587 STATE OF INDIANA PROFESSIONAL ENGINEER
7/31/2026

TOWN OF BRISTOL WATER SYSTEM IMPROVEMENTS PROJECT - CONTRACT A

TOWN OF BRISTOL
303 E VISTULA ST
BRISTOL, IN 46507

PLAN & PROFILE
STA. 720+00 TO STA. 722+00 - LINE I

DESIGNED BY:	JF
REVIEWED BY:	JF/JW
DRAWN BY:	DK
REVIEWED BY:	JF
DATE:	JUNE 2026
JOB NUMBER:	2023-0005
HORIZ. SCALE:	1" = 20'H
VERTICAL SCALE:	1" = 5'V

C1001

File: J:\Projects\2023 Projects\2023-0005\07_Design\Engineering\Plans\Contract A - Water Main & Well #6 Plans\Line I Water Main.dwg
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As-Built Red Line from Field
JPR/Niblock

LOCATE SERVICE AT BACK OF BUILDING
INSTALL NEW CURB STOP AND WATER METER PIT
INSTALL SERVICE INTO BUILDING AS NEEDED
REMOVE EXISTING METER PIT, ABANDON PIPE AS NEEDED

COORDINATE WITH OWNER AND TOWN FOR METER SETTING

Additional coordination needed with business. Planned to be installed during INDOT shut down of this business.

SERVICE CONNECTION

CONNECT EXISTING METER PIT

SEE CROSS SECTION BELOW, THIS PAGE

2" PE Service

TAPPING VALVE CAP AND ABANDON EXISTING

12" valve for future

2 EA - 2" CURB STOPS

SERVICE CONNECTION

Water Meter Pit Replaced per Town direction (typ 3)

INSTALL 2" CURB STOP AND METER PIT. IDENTIFY TIE IN TO EXISTING IRRIGATION SYSTEM RECONNECT SERVICE

service to irrigation meter not installed here

COORDINATE WITH NEW STORM LOCATION AND TOWN, REMOVE AND REPLACE NEW METER PIT ALONG PATH OF EXISTING LINE

LOCATE SERVICE FRONT OF BUILDING
INSTALL NEW CURB STOP AND WATER METER PIT
INSTALL SERVICE INTO BUILDING AS NEEDED
REMOVE EXISTING METER PIT, ABANDON PIPE AS NEEDED

COORDINATE WITH OWNER AND TOWN FOR METER SETTING

730+00
731+00
732+00
733+00
733+50
721+99
721+00
720+00

12" HDPE WATER MAIN

LINE 'J'

WARNING: EXISTING GAS LINES
WARNING: EXISTING TELEPHONE LINE
WARNING: EXISTING GAS LINE
WARNING: EXISTING ELECTRIC LINE
WARNING: EXISTING ELECTRIC LINE

E VISTULA ST

S DIVISION ST

25' X 10' BORING PIT

APP R/W

Catch Basin #6790
Rim 771.72

Catch Basin #6698
Rim 771.82
Inlet Grate #6711
Rim 771.76
Inv 770.23 - 6" PVC NW
Catch Basin #6730
Rim 771.46
Inv 768.48 - 15" RCP W
Inv 768.78 - 12" RCP NE

Inlet Grate #6713
Rim 771.83
Inv 768.60 - 12" RCP N
Inv 768.27 - 15" HDPE S
Inv 768.46 - 12" RCP E
Inv 768.63 - 12" RCP W

CAP

IN COORDINATION WITH TOWN REMOVE AND ABANDON WATER METER ON EAST SIDE OF BUILDING, RETURN METER TO TOWN (NOT SHOWN)

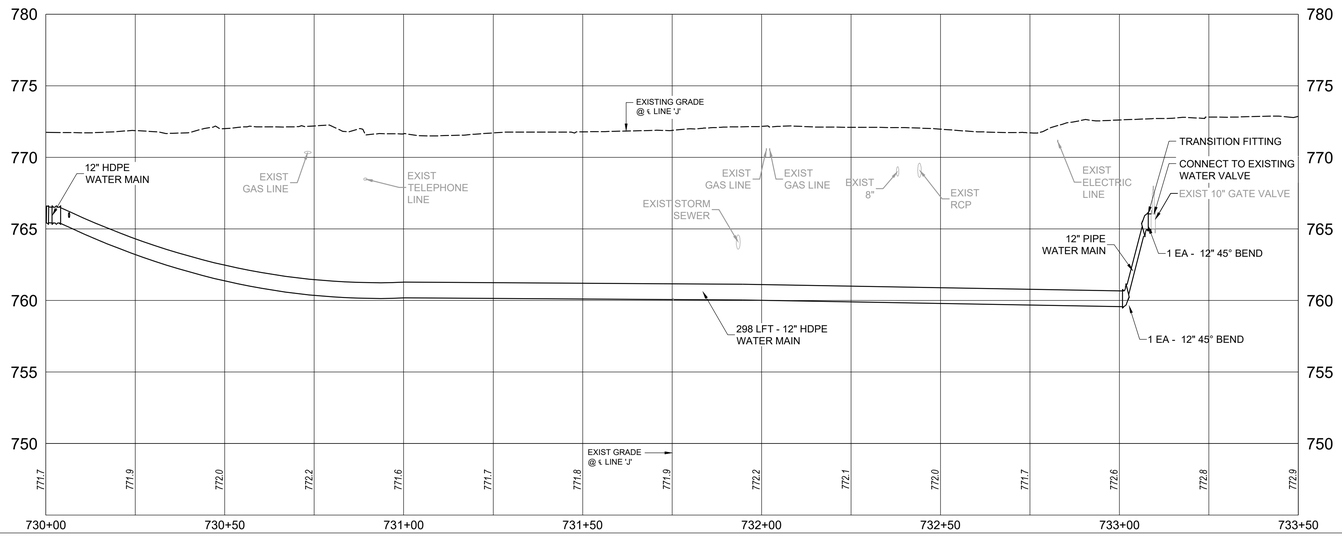
2" PE Service

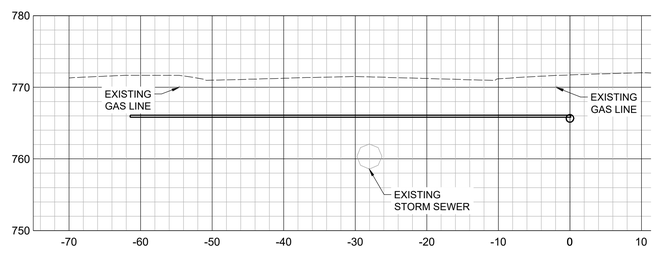
N

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1" = 20'

LEGEND

(A) FULL COMPACTED BACKFILL AND CUT CLEAN EDGES, RESTORE CONCRETE TO EXISTING DEPTH
(B) FULL COMPACTED BACKFILL AND CLEAN EDGES, RESTORE ASPHALT TO EXISTING DEPTH
(C) MILL AND OVERLAY ASPHALT, EDGE TO EDGE
(D) BACKFILL, RESTORE WITH TOPSOIL AND SEEDING





CROSS SECTION - 2" WATER SERVICE
SCALE 1" = 10'

REV	DESCRIPTION	BY	DATE
1	CHANG ORDER 7	JF	6/12/2026

The concepts, designs, plans, details and other information as shown on this document are the sole property of JPR and shall not be used in whole or in part on this specific project without the consent of JPR. None of the concepts, designs, plans, details or other information herein shall be used or disseminated without the expressed written permission of JPR. © 2026 JPR - All Rights Reserved

JONES PETRIE RAFINSKI
Fort Wayne, IN p: 260.422.2522
South Bend, IN p: 574.232.4388

JENNIFER A. FOGLESONG REGISTERED No. 12200587 STATE OF INDIANA PROFESSIONAL ENGINEER
7/31/2026

TOWN OF BRISTOL WATER SYSTEM IMPROVEMENTS PROJECT - CONTRACT A

TOWN OF BRISTOL
303 E VISTULA ST
BRISTOL, IN 46507

PLAN & PROFILE
STA. 730+00 TO STA. 733+50 - LINE J

DESIGNED BY: JF
REVIEWED BY: JF/JW
DRAWN BY: DK
REVIEWED BY: JF
DATE: JUNE 2026
JOB NUMBER: 2023-0005
HORIZ. SCALE: 1" = 20'H
VERTICAL SCALE: 1" = 5'V

C1101

File: I:\Projects\2023 Projects\2023-0005\07_Design\Engineering\Plans\Contract A - Water Main & Well #6 Plans\Line J Water Main.dwg
Saved By:dkim Plotted: 2026-08-28 8:44 AM

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES
Amendment No. 2

I. Background Data:

1) Effective Date of Original Agreement: October 6th, 2022

2) Owner: Town of Bristol, Indiana

3) Engineer: Jones Petrie Rafinski Corp

4) Project: **Water System Improvements Project**

II. Purpose of Modifications:

This amendment includes a modification of the fee structure specific to the various established project phases as defined in the Original Agreement executed on October 6th, 2022, between the Owner and Engineer. The project phases, sometimes referred to as "billing groups", "billing phases" and/or "service categories," are observed by both the Owner and Engineer as part of this project, to remain in compliance with certain Indiana Finance Authority requirements specific to the same.

The specific fee budgets assigned to each of the several service categories, as shown on page 2 herein, are estimated budgets for individual tasks only. It is common throughout the preliminary surveying and engineering phases that less time is spent within one area of the assignment while additional time/effort is spent within others, thereby making a project phase appear "under budget" or "over budget" depending on the actual level of effort and/or activity that has taken place.

In order to address this issue to the satisfaction of not only the Indiana Finance Authority, but also to the Owner and Engineer on this project, it is necessary to confirm the Engineer's ability in writing via this amendment to lower and/or increase the individual phase, or billing group, budgets to reflect the actual work completed and fee invoiced, as much as required, but without causing an increase (or decrease) to the overall fee that the project including previously agreed upon amendments.

III. Description of Modifications:

During water system planning efforts with Town Staff, and in conjunction with INDOT road reconstruction project(s) along SR 120 and adjacent to the current water main project, additional water system improvements were identified. The water system improvements proposed would be much cheaper to complete by combining with the INDOT scope and reducing restoration costs. The Town requests that this work be included in the capital improvement project currently under construction. This modification includes additional design phase services, including survey, design drawings, permit acquisition and significant coordination with INDOT and local utility authorities. This modification also includes additional construction phase services, construction administration, and full-time onsite inspection.

The primary objective of the additional water main improvements is to eliminate aging asbestos cement pipes and existing valves in the middle of the high-traffic intersection of SR 15 (Division St) and SR 120 (Vistula St). Relocating the water main and valves outside of this intersection will provide safer access for town staff. The work can be described as:

- Near the western end of the current project on Vistula, the expanded scope will extend new water main west on SR 120, across SR 15, to replace the aging asbestos cement piping. This scope will include adjustments of the water service to two businesses and reconnection of 3 homes.

- A new crossing of the St Joseph River at Apollo St will be added to replace and relocate the aging water main currently located under the Division St Bridge. The relocation of this connection between the north water main loop and the main downtown distribution system will also relocate the valves to a more favorable location away from traffic. No water services will be displaced or impacted by this new river crossing.

- Abandonment of water mains under the Vistula St (SR 120) and Division St (SR 15), relocating the three main water valves located in the pavement of this intersection to locations move favorable for safe operation and maintenance by Town Staff.

As part of this new scope, JPR has submitted a Preliminary Engineering Report Amendment to SRF for use of contingency funds for the construction change order. The SRF has granted approval for this scope.

This also includes additional services and construction administration associated with Town requested change orders and actions necessary to manage the delays caused by the Contract B general contractor in 2026.

Pursuant to the discussion in Section II above, and effective both retroactively back to the effective date of the original agreement as noted above and until completion of the services rendered in the future, this amendment hereby formally grants the Engineer permission to add fees as noted below, with the Town's acknowledgment that these fees will be obtained through the allocated contingency fund associated with this project. Compensation will not exceed **the total Lump Sum amount** unless approved in writing by the Owner via future amendments to the agreement that are executed by both parties.

(REVISED) ENGINEER FEE STRUCTURE

Phase No.	Phase Task	Current Fee	Fee Change	Revised Fee
		Amendment No. 1		Amendment No. 2
1	Study and Report Phase	$30,000.00	$ -	$30,000.00
2	Preliminary Design Phase	$560,000.00	$ -	$560,000.00
3	Final Design Phase	$300,000.00	$48,000.00	$348,000.00
4	Bidding and Negotiating Phase	$51,000.00	$ -	$51,000.00
5	Construction Phase - Const Admin	$412,232.27	$90,000.00	$502,232.27
6	Post-Construction Services	$60,000.00	$ -	$60,000.00
7	RPR (Inspection)	$391,000.00	$108,000.00	$499,000.00
8	Easement Assistance	$46,767.73	$ -	$46,767.73
9	Direct Expenses	$40,000.00	$ -	$40,000.00
	TOTAL	**$1,891,000.00**	**$246,000.00**	**$2,137,000.00**

IV. SCHEDULE:

This amendment adds four (4) months to the services provided associated with this project. Construction Admin and RPR services in 2027 are not included in this Amendment.

V. COMPENSATION:

This amendment extends the monthly rates previously established in the contract for each of the Phases noted in the table above. The new total for this contract will be $2,137,000.00. This amendment **increases** the total compensation to be paid to the Engineer associated with the provided services.

VI. CONCLUSION:

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

The "Effective Date" of this Amendment is November 5th, 2026.

OWNER:	**ENGINEER**:
Town of Bristol, Indiana	**Jones Petrie Rafinski Corp.**
By:	By:
Print Name: Jeff Beachy	Print Name: Kenneth Jones, Jr., PS
Title: Town Council President	Title: Chief Financial Officer
Date Signed:	Date Signed: 11/5/2026

EVAN’S SIDEWALK CAFE

Restaurant Improvement Proposal

PRELIMINARY COST QUOTE | October 14, 2026

Proposed improvements: replace the restaurant sign panel, service the existing sign lighting, and replace the front entrance door with a Provincial-stained knotty alder wood door with clear glass.

Itemized project budget

Improvement / pricing basis	Amount
Sign panel and lighting service Signtech Sign Services contractor quote; tax included.	$1,828.83
Entrance door — selected product Krosswood Doors, 36 × 80 in., knotty alder, right-hand/inswing, 9-lite arch-top clear glass, Provincial stain, wood prehung front door. Home Depot price shown in supplied screenshot.	$1,894.65
Sign quote + selected door subtotal	**$3,723.48**

Included sign work

Remove and dispose of the current sign panel; survey, design, fabricate and install one 36-inch-high × 96-inch-wide flat polycarbonate panel with custom translucent graphics; service sign lighting at installation.

Door reference and final scope

Selected door: Krosswood knotty alder wood prehung front door with Provincial stain and 9-lite arch-top clear glass. The supplied product screenshot specifies a 36 × 80 in. right-hand/inswing configuration. Door price: $1,894.65, as shown in the supplied Home Depot screenshot.

Budget notes

The $3,723.48 subtotal combines the supplied sign quote with the selected door price. Door sales tax is not included in the displayed product price. Door installation will be completed by the owners; no installation labor charge is included. Sign permit and acquisition fees, if needed, are additional at cost per the supplied contractor quote. Porch or wind-block construction is outside this budget.

Pricing sources: supplied Signtech quotation dated October 8, 2026; supplied Home Depot product and price screenshots. The $1,894.65 door price is shown as a Special Buy and may change.

• QUOTATION •

Signtech
SIGN SERVICES
GOSHEN • 537-8080
Since 1997

1508 Basher Rd. Goshen, IN 46528
www.SigntechSigns.com

Contractor agrees to complete the following for:

Evan's Sidewalk Cafe

Attention: Ticiana Lobo Mota

-Remove and Dispose of current sign panel

-Survey, Design, Fabricate, and Install (1) 36"H x 96"W Flat Polycarbonate Panel with Custom Translucent Graphics
~See reference image for details~

-Service for the Sign Lighting at time of install included

Job to be completed for $1,828.83 with tax included.
New Customer Terms: Full payment due before production.
Balance due upon completion.
Permit and Acquisition Fees additional and billed at cost if needed.

Quoted by Dylan Westbrook **Date** 10 / 8 / 2026

The above prices, Specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any or all signs are the property of Signtech Sign Services until such is paid in full. *QUOTES VALID FOR 30 DAYS

Accepted by _____ **Date** _____

RESOLUTION NO. 11.5.2026-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AUTHORIZING AN EARLY YEAR-END BUDGET AND APPROPRIATION REVIEW AND YEAR-END APPROPRIATION TRANSFERS

WHEREAS, the Town Council of the Town of Bristol, Indiana, has adopted appropriations for Fiscal Year 2026; and

WHEREAS, Indiana Code 6-1.1-18-6 permits the transfer of appropriations from one major budget classification to another within the same department, office, or fund as provided by law; and

WHEREAS, Fiscal Year 2026 has included significant capital improvements, infrastructure projects, utility projects, and other expenditures that warrant an early review of appropriations and projected year-end expenditures; and

WHEREAS, the Town Council desires to identify any potential budget deficiencies prior to year-end so that any necessary additional appropriations may be considered and acted upon in a timely manner; and

WHEREAS, conducting an early year-end review allows the Clerk-Treasurer to evaluate projected expenditures, outstanding obligations, available appropriations, and potential year-end transfers in order to determine whether additional appropriations will be warranted before December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana, as follows:

1. The Town Council acknowledges and approves the Clerk-Treasurer's early year-end review of the Town's 2026 appropriations and projected expenditures.
2. The Clerk-Treasurer is authorized to review and implement appropriation transfers between major budget classifications within the same department, office, or fund, as permitted by Indiana law, when such transfers are necessary to accurately determine remaining appropriation balances and projected year-end spending authority.
3. Such transfers shall not increase the total appropriations previously approved for any fund and shall be recorded as part of the Town's year-end financial records.
4. Upon completion of the review, the Clerk-Treasurer shall report the results to the Town Council and recommend any additional appropriations, transfers, or other

budgetary actions deemed necessary to ensure compliance with Indiana budget laws and the orderly completion of year-end financial activities.

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, this 5th day of November, 2026.

TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke, Member

Gregg Tuholski, Member

Doug DeSmith, Member

Tony Davidson, Member

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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 7:00 p.m., on Thursday, November 19, 2026 – Ordinance No. 11-19-2026-28.

Increase:

FUND #	Appropriation #	Amount	Reason
2248	2248-002-4466	$130,000	(2) police cars
2248	2248-002-4440	$30,000	Outfitting for (2) police cars

Total: $130,000

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: November 5, 2026
Cathy Antonelli, Clerk-Treasurer

RESOLUTION NO. 11-5-2026-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT AND APPROVING THE ACQUISITION OF REAL PROPERTY IN LIEU OF CONDEMNATION PURSUANT TO INDIANA CODE 32-24-1-1, ET SEQ.

WHEREAS, the Town of Bristol, Indiana (the "Town") is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the "Council"); and

WHEREAS, pursuant to Ind. Code § 36-1-4-5, the Town is authorized to condemn any real property needed by the Town for a public use pursuant to the procedures set forth in Ind. Code 32-24-1-1, et seq. (the "Act"); and

WHEREAS, the Town requires a portion of the real property owned by Hitch Holdings Indiana LLC, an Indiana limited liability company (the "Seller"), consisting of approximately 2.41 acres and located at 1203 South Division Street, Bristol, Indiana (Parcel Key Numbers 20-03-27-451-009.000-031 and 20-03-27-451-008.000-031), as legally described and depicted in the Purchase Agreement (as defined below) (the "Property"), for the connection of Earthway Drive to Division Street (the "Project"), and has sought to acquire the Property utilizing its powers of eminent domain pursuant to the Act; and

WHEREAS, based upon appraisals secured for the Property from Steven M. Sante, MAI, and Iverson C. Grove, MAI, the Town determined that the fair market value of the Property plus any additional damages to the Seller as a consequence of a taking under the Act was $323,400; and

WHEREAS, the Town delivered to the Seller a Uniform Property Acquisition Offer pursuant to Ind. Code § 32-24-1-5 dated November 5, 2025, and received the Seller's response dated November 26, 2025, and thereafter delivered revised offers dated July 28, 2026 and August 28, 2026, (collectively, the "Uniform Offer") the latter of which the Seller accepted; and

WHEREAS, as a result of good faith negotiations between the Town and the Seller as required by the Act, the parties have reached an understanding as to the terms of the Town's acquisition of the Property in lieu of filing a complaint for condemnation, which terms are memorialized in the Real Estate Purchase Agreement between the Seller and the Town (the "Purchase Agreement") attached hereto as Exhibit A; and

WHEREAS, under the Purchase Agreement, the Town will (i) pay the Seller a purchase price of $243,400.00 (the "Purchase Price") plus $80,000.00 as additional cash consideration to help offset business-disruption costs, both payable at closing; (ii) replace the Seller's security fence and provide two stormwater connection points, as described therein; (iii) following completion of the Project, convey to the Seller the area identified in the Purchase Agreement as the Returned Area; and (iv) use reasonable efforts to acquire and convey to the Seller the approximately 2.17-

acre parcel located at 700 South Division Street, Bristol, Indiana (the "Northern Property"), or, if the Town determines in good faith that it is unable or unwilling to do so, pay the Seller $230,500.00, all as more particularly set forth in the Purchase Agreement; and

WHEREAS, the Council believes that the acquisition of the Property is in the best interest of the Town and its citizens and now desires to approve the acquisition of the Property pursuant to the Purchase Agreement in lieu of condemnation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana that:

Section 1 The foregoing Recitals are fully incorporated herein by this reference.

Section 2 The Council hereby determines that the Property is needed by the Town for a public use, namely the Project, and approves the acquisition of the Property through good faith negotiations pursuant to the Act, in lieu of condemnation, subject to the terms and conditions set forth herein and in the Purchase Agreement.

Section 3 The Council hereby authorizes and approves the execution and delivery of the Purchase Agreement, in substantially the form attached hereto, with such changes thereto as the Town Council President or Town Manager deem necessary and appropriate to effectuate this Resolution and to consummate the acquisition of the Property, said officer's execution and attestation thereof to be conclusive evidence of their approval of such changes; provided, however, that no such change shall increase the Purchase Price, the $80,000.00 business-disruption payment, or the $230,500.00 substitute payment described in the Purchase Agreement without further action of the Council.

Section 4 For purposes of Section 9(a) of the Purchase Agreement, the Council hereby formally approves the Town's purchase of the Property for the Purchase Price under the terms set forth in the Purchase Agreement. The Council further approves the payment of the $80,000.00 business-disruption payment and the diligence, title, survey, environmental, recording, escrow, closing, and related costs allocated to the Town in the Purchase Agreement.

Section 5 The Clerk-Treasurer is hereby authorized to pay the Purchase Price and the $80,000.00 business-disruption payment on the Closing Date (as defined in the Purchase Agreement) following the satisfaction or waiver of the conditions set forth in the Purchase Agreement. The Clerk-Treasurer is further authorized to pay the other closing and related costs described in Section 4 of this Resolution.

Section 6 The Council hereby authorizes the Town Manager, the Town Engineer, and the Town's counsel to undertake the Town's due diligence under the Purchase Agreement, including title, survey, and environmental review, to deliver notice of the Closing Date, and, if the Town Manager determines

upon the advice of counsel that a condition to the Town's performance has not been satisfied, to waive such condition or to terminate the Purchase Agreement in accordance with its terms, in each case with prompt notice to the Council.

Section 7 The Council hereby authorizes the Town Manager, the Town Engineer, and the Town's contractors to perform the Town's obligations under the Purchase Agreement relating to the replacement security fence, stormwater facilities, and Project access, in each case in accordance with the Purchase Agreement and the final Project design approved by the Town Engineer.

Section 8 The Council acknowledges the Town's undertakings in the Purchase Agreement with respect to the Returned Area and the Northern Property. The Council authorizes the Town Manager to use reasonable efforts to acquire the Northern Property as provided in the Purchase Agreement; provided, however, that (a) the acquisition of the Northern Property shall be subject to further approval of the Council to the extent required by Indiana law, including Ind. Code §§ 36-1-10.5-1, et seq., and/or 32-24-1-1, et seq., and the appropriation of funds therefor, and (b) because the conveyance of the Returned Area and the Northern Property to the Seller is part of the consideration for the Town's acquisition of the Property in lieu of condemnation, any such conveyance shall be made in accordance with the Purchase Agreement and applicable Indiana law and shall be subject to such further approval of the Council as may be required thereby. If the Town determines in good faith that it is unable or unwilling to acquire the Northern Property within the period provided in the Purchase Agreement, the Council authorizes the substitute payment of $230,500.00 to the Seller, subject to appropriation and to the terms of the Purchase Agreement.

Section 9 Each of the Town Council President and Town Manager is hereby authorized to execute and deliver appropriate conveyance instruments, documents, certificates, and agreements in the name of and on behalf of the Town in connection with the transactions set forth in this Resolution and to take any and all actions which such person deems necessary or appropriate regarding such transactions; provided, however, that the terms and conditions of any such document shall be consistent with the terms and conditions approved in this Resolution. Any and all documents executed by the Town Council President or Town Manager in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the Town Council President, Town Manager, Town Clerk-Treasurer, or the Town's counsel in connection with the actions contemplated by this Resolution, be, and they hereby are, ratified and approved.

Section 10 Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Town Council President, Town Manager, or Town Clerk-Treasurer on behalf of the Town

shall be in a form approved by, and satisfactory to, the Town Council President or Town Manager upon the advice of counsel, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Town Council President or Town Manager.

Section 11 This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

RESOLVED THIS 5TH DAY OF NOVEMBER 2026.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

_____
Jeff Beachy, President

_____
Cathy Burke

_____
Gregg Tuholski

_____
Doug DeSmith

_____
Tony Davidson

ATTEST:

_____
Cathy Antonelli, Clerk-Treasurer

EXHIBIT A

Real Estate Purchase Agreement

[Attached]

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made effective as of the Effective Date (defined below), by and between **HITCH HOLDINGS INDIANA LLC**, an Indiana limited liability company ("Seller"), and the **TOWN OF BRISTOL, INDIANA**, an Indiana municipal corporation ("Purchaser").

RECITALS

WHEREAS, Purchaser is an incorporated municipality authorized to acquire real property under Indiana Code § 36-1-4-5 and is required to make a good-faith offer to acquire real property before initiating a condemnation action under Indiana Code § 32-24-1-1 et seq.; and

WHEREAS, Purchaser desires to acquire from Seller, in lieu of condemnation and for the Earthway Drive connection to Division Street project (the "Project"), a portion of Seller's real property located at 1203 South Division Street, Bristol, Indiana, and Seller desires to sell and convey such property to Purchaser pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser delivered to Seller a revised uniform property acquisition offer dated August 28, 2026 (the "Uniform Offer"), which Seller accepted, and this Agreement is the definitive purchase agreement contemplated by the Uniform Offer and incorporates only those Uniform Offer commitments expressly stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purchase and Sale**. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, approximately 2.41 acres constituting a portion of the real property located at 1203 South Division Street, Bristol, Indiana, and identified as Parcel Key Numbers 20-03-27-451-009.000-031, and 20-03-27-451-008.000-031, as legally described on **Exhibit A** and generally depicted on **Exhibit B**, together with all rights and title Seller has to all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the "Real Estate").

2. **Purchase Price**. The purchase price for the Real Estate shall be Two Hundred Forty-Three Thousand Four Hundred Dollars ($243,400.00) (the "Purchase Price"). At Closing, Purchaser shall pay Seller the Purchase Price plus Eighty Thousand Dollars ($80,000.00) as additional cash consideration to help offset business-disruption costs.

3. **Additional Consideration**.

(a) **Security Fence**. In connection with the Project and as an offset for removal of Seller's existing fence along the south boundary of Seller's property, Purchaser shall install a replacement chain-link fence of substantially the same height as the existing fence

along the north right-of-way line of the new street. The replacement fence shall include one gated approach point of a size and location generally consistent with **Exhibit B** and shall extend north adjacent to the Division Street (State Road 15) right-of-way to the north property line of Seller's property at 909 South Division Street. Final materials, design, alignment, gate dimensions, and location shall be determined by Purchaser in consultation with Seller, subject to field conditions, permits, applicable law, and approval of Purchaser's engineer. Purchaser may make reasonable field adjustments without Seller's consent. Temporary construction conditions or interruption of fence or gate access shall not constitute a default if Purchaser uses reasonable efforts to maintain practical access. Upon completion and Seller's acceptance, which shall not be unreasonably withheld, conditioned, or delayed, Seller shall maintain and repair the replacement fence and gate at its sole cost.

(b) **Stormwater**. Purchaser shall collaborate with Seller to configure and relocate the two stormwater features south of the east half of the road alignment identified as "storm water retention" on **Exhibit B**. As part of the Project, Purchaser shall provide two designated connection points for Seller's potential use, including a connection point serving the stormwater basin on the parcel immediately south of the Real Estate as generally shown on **Exhibit B**. Seller shall be solely responsible for all private-side engineering, regrading, permits, approvals, piping, installation, connection, use, maintenance, repair, replacement, and related costs. Final location, elevation, capacity, and design shall be subject to applicable governmental approvals and approval of Purchaser's engineer. Purchaser makes no representation or warranty that the stormwater facilities will provide capacity for any future development, expansion, or use beyond the final approved Project design.

(c) **Returned Area**. Following completion of the Project, as determined by Purchaser or Purchaser's engineer, Purchaser shall convey to Seller the area north of the new road alignment generally identified as the "Area to be Conveyed to H.H." on **Exhibit B** (the "Returned Area"). The final boundaries and legal description shall be determined by Purchaser's engineer or surveyor. Purchaser may retain or reserve all right-of-way, drainage, utility, access, slope, grading, construction, maintenance, and other easements or interests reasonably required for the Project. The Returned Area shall be conveyed by quitclaim deed in strictly "AS IS, WHERE IS" condition, with all faults, without representation or warranty, express or implied, subject to all matters of record and interests retained by Purchaser. Seller shall pay recording fees and all taxes, assessments, maintenance, and other ownership costs arising after conveyance.

(d) **Northern Property**. The parties acknowledge that Purchaser is agreeing to provide the consideration described in this subsection only because the acquisition of the Real Estate for the Project substantially impacts Seller's remaining property and that such consideration is intended to mitigate, and constitutes agreed compensation for, damages to the remainder or severance damages that Seller might otherwise claim or recover under applicable eminent-domain law. Accordingly, for a period ending twelve (12) months after Closing, Purchaser shall use reasonable efforts to acquire, or cause to be acquired, the approximately 2.17-acre parcel located north of Seller's property at 700 South Division Street, Bristol, Indiana, having an appraised value of $230,500.00 (the "Northern

Property"). Purchaser shall control all negotiations and may decline or terminate an acquisition because of unacceptable price, title, survey, environmental, governmental-approval, funding, or other commercially reasonable concerns. Purchaser shall not be required to exercise eminent domain or pay more than Purchaser determines appropriate. If Purchaser acquires the Northern Property, Purchaser shall convey it to Seller by quitclaim deed in strictly "AS IS, WHERE IS" condition, with all faults, without representation or warranty, subject to matters of record and ordinary closing adjustments. If Purchaser determines in good faith that it is unable or unwilling to acquire the Northern Property within such period, Purchaser shall notify Seller and, within thirty (30) days thereafter, pay Seller Two Hundred Thirty Thousand Five Hundred Dollars ($230,500.00). The conveyance or substitute payment shall be Seller's sole and exclusive remedy with respect to this subsection and shall be included in the full acquisition consideration and release set forth in this Agreement.

(e) **Project Access**. From the Effective Date through completion of the Project, Seller grants Purchaser and its employees, consultants, contractors, and agents an irrevocable, nonexclusive right of entry and temporary construction easement over Seller's property as reasonably necessary for surveying, staking, testing, utility locating and relocation, clearing, grading, mobilization, temporary access, and other activities related to design and construction of the Project. Purchaser shall use reasonable efforts to coordinate material access with Seller, maintain commercially reasonable insurance through its contractors, and repair material physical damage directly caused by such entry, ordinary disturbance contemplated by the Project excepted.

4. **Closing**. Subject to satisfaction or written waiver by Purchaser of the conditions in this Agreement, the transaction shall close on the date selected by Purchaser upon at least seven (7) days' written notice to Seller (the "Closing Date"), but not later than thirty (30) days after expiration of the Due Diligence Period. At Closing, the Deed (as defined in Section 5(a)) and all other closing documents shall be executed and delivered through Near North Title Group (the "Title Company") by escrow, mail, electronic delivery, or at another place or manner designated by Purchaser.

5. **Obligations at Closing**.

(a) **Seller's Obligations**. At Closing, Seller shall deliver: (i) a General Warranty Deed (the "Deed") conveying good and marketable fee simple title to the Real Estate, free of all liens, leases, mortgages, security interests, claims, options, and other encumbrances (collectively, "Encumbrances"), except taxes not yet due and the Permitted Exceptions; (ii) a Vendor's Affidavit sufficient to remove the general exceptions from the Owner's Title Policy; (iii) a Non-Foreign Affidavit complying with the Internal Revenue Code; (iv) the Indiana Sales Disclosure Form; (v) the Closing Settlement Statement; and (vi) other documents reasonably required by Purchaser or the Title Company to complete the transaction. All documents under this Section shall be in a form acceptable to Purchaser.

(b) **Purchaser's Obligations**. At Closing, Purchaser shall deliver: (i) the Purchase Price and the $80,000.00 business-disruption payment required by Section 2; (ii)

an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (iii) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (iv) other documents contemplated by this Agreement or reasonably required by Purchaser or the Title Company to complete the transaction. The Returned Area and Northern Property conveyances, or the substitute payment for the Northern Property, shall be completed in accordance with Section 3 and need not occur at Closing unless the parties otherwise agree in writing. Closing documents shall be prepared by Purchaser's legal counsel or the Title Company and shall be in form and substance satisfactory to Purchaser. Seller's approval shall be required only for a document that imposes a material obligation on Seller beyond those expressly stated in this Agreement, and such approval shall not be unreasonably withheld, conditioned, or delayed.

6. **Closing Costs**.

(a) **Seller's Closing Costs**. In addition to the other costs set forth herein, at Closing, Seller shall be obligated to pay the following: (a) all costs of obtaining and recording releases of existing Encumbrances (as defined herein); (b) the cost of the title search and examination and issuance of the Title Commitment (as defined in Section 9(d) herein); and (c) fifty percent (50%) of all escrow and closing fees and expenses charged by the Title Company.

(b) **Purchaser's Closing Costs**. At Closing, Purchaser shall be obligated to pay the following: (i) the cost of the Owner's Title Policy (as defined in Section 9(d) herein), and the Survey; (ii) the cost of all recording and filing fees in connection with the purchase of the Real Estate (i.e., the Deed); (iii) fifty percent (50%) of all escrow and closing fees and expenses charged by the Title Company; (iv) the cost of any endorsements to the Owner's Title Policy requested by Purchaser; and (v) all Environmental Assessments and related costs. Except as otherwise set forth herein, Purchaser and Seller shall each be responsible for all of their own respective costs and expenses, including attorneys' fees, incurred in connection with this transaction.

7. **Possession; Temporary Trailer Parking**. Possession of the Real Estate shall be delivered to Purchaser at Closing, subject only to the Permitted Exceptions and Seller's temporary license under this Section. Seller may continue parking trailers on the Real Estate after Closing, without charge and at Seller's sole cost and risk, until thirty (30) days after Seller receives Purchaser's written notice that its contractor is prepared to mobilize for the Project. By expiration of that period, Seller shall remove all trailers and other personal property and surrender complete and exclusive possession to Purchaser. This permission is a personal, nonexclusive, nonassignable license only and creates no leasehold or other interest in the Real Estate. Seller shall comply with applicable law, shall not interfere with Purchaser's access under Section 3(e), and shall be responsible for physical damage and releases of Hazardous Materials caused by Seller's post-Closing use. Purchaser assumes no responsibility for Seller's trailers or other personal property. Except for trailer parking expressly permitted by this Section, Seller shall remove all vehicles, inventory, equipment, personal property, waste, and debris and terminate all other occupancy, access, license, and use rights by Closing. This Section survives Closing until Seller's obligations under it are fully performed.

8. **Taxes and Assessments**. Seller shall pay at Closing all real estate taxes and assessments attributable to the Real Estate that are due or past due as of the Closing Date, including all penalties and interest. Real estate taxes and assessments for the current assessment year shall be prorated through and including the Closing Date, with Purchaser receiving a credit at Closing for Seller's allocable share of such taxes. Purchaser shall be responsible for the portion of current-year taxes and assessments attributable to the period after the Closing Date. If the actual current-year tax bill is unavailable at Closing, the proration shall be based on one hundred percent (100%) of the taxes assessed for the immediately preceding assessment year.

9. **Conditions of Performance**. Purchaser shall have from the Effective Date until the earlier of (i) the date upon which Purchaser gives Seller written notice of Closing under Section 4, or (ii) seventy-five (75) days after the Effective Date (the "Due Diligence Period"), to perform and complete its due diligence. Purchaser's obligations are contingent upon timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless waived in writing by Purchaser:

(a) **Approval**. Prior to the Closing Date, Purchaser's governing body (the Bristol Town Council) shall have formally approved Purchaser's purchase of the Real Estate for the Purchase Price under the terms set forth herein, and Purchaser shall have determined to its satisfaction that all applicable requirements of Indiana Code §§ 36-1-10.5 et seq. and 32-24-1-1 et seq. have been satisfied.

(b) **Survey**. Purchaser may obtain, at its expense, a current ALTA survey of the Real Estate (the "Survey") satisfactory to Purchaser and certified to Purchaser and the Title Company by an Indiana-registered land surveyor. The acreage and legal description shown on the Survey may replace the description on **Exhibit A** and shall control without further amendment.

(c) **Condition of the Real Estate**. Within ten (10) days after the Effective Date, Seller shall deliver all surveys, title work, condition reports, environmental assessments, plans, warranties, maintenance records, and other material information concerning the Real Estate in Seller's possession or control. During the Due Diligence Period, Purchaser and its representatives may enter the Real Estate, conduct inspections and testing, review records, and make inquiries of third parties to determine whether the Real Estate is acceptable to Purchaser. Seller consents to such entry and inquiries. If this transaction does not close, Purchaser shall repair material physical damage directly caused by its inspections, ordinary wear and disturbance excepted, and shall indemnify Seller from third-party claims for personal injury or property damage directly caused by Purchaser's entry. Project access and construction activities are governed by Section 3(f).

(d) **Title Insurance**. Purchaser may obtain an ALTA commitment (the "Title Commitment") for an owner's title insurance policy (the "Owner's Title Policy") insuring marketable fee simple title to the Real Estate in Purchaser's name and in the amount of the Purchase Price, subject only to matters approved or accepted by Purchaser (the "Permitted Exceptions"). At Purchaser's request, Seller shall provide legible copies of recorded instruments affecting the Real Estate or listed as exceptions in the Title Commitment.

(e) **Exceptions to Survey and Title Commitment**. Within thirty (30) days after Purchaser's receipt of the Survey and Title Commitment (the "Title Period"), Purchaser may notify Seller of objections to any matter shown therein (the "Title Notice"). Matters not timely objected to shall be Permitted Exceptions. Seller shall, at or before Closing, cure all monetary liens, Seller-created Encumbrances, leases, occupancy rights, and other matters Seller has expressly agreed to remove. As to other objections, Seller shall notify Purchaser within ten (10) days whether Seller elects to cure. Seller shall be deemed to have cured an objection only if the Title Company removes it or affirmatively insures or endorses over it in a manner acceptable to Purchaser. If an objection is not cured, Purchaser may, in its sole discretion: (i) extend Closing; (ii) terminate this Agreement; (iii) accept title subject to the matter; or (iv) cure the matter and deduct the reasonable cost from amounts otherwise payable to Seller. Purchaser's remedies are cumulative, and Purchaser's inspection or knowledge does not waive any title right.

(f) **Environmental Assessment**. Purchaser may conduct, at its expense, Phase I, Phase II, or other environmental investigations of the Real Estate (collectively, the "Environmental Assessments"). If Purchaser finds any environmental condition unacceptable, Purchaser may terminate this Agreement before the Due Diligence Period expires, proceed without requiring a cure, or negotiate a separate written remediation agreement with Seller. All Environmental Assessments and related reports obtained by Purchaser belong solely to Purchaser and may be relied upon only by Purchaser.

(g) **Litigation and Representations**. At Closing, no pending or threatened proceeding shall materially impair the Real Estate, this transaction, or Purchaser's intended use, and Seller's representations and covenants in Section 11 shall remain true and correct.

10. **Nonperformance**. If a condition in Section 9 is not timely satisfied or waived, Purchaser may terminate this Agreement by written notice before the Due Diligence Period expires. Upon termination, neither party has further liability except for obligations that expressly survive.

11. **Representations of Seller**. Seller covenants, represents, and warrants to Purchaser that, both as of the Effective Date and as of the Closing Date:

(a) Seller has good, indefeasible, and marketable fee simple title to the Real Estate, subject to no Encumbrances other than the Permitted Exceptions;

(b) Seller has full power and authority to execute and perform this Agreement, which is binding on Seller and does not conflict with any other agreement affecting the Real Estate;

(c) Seller has received no notice, and has no knowledge, of any uncured violation of law affecting the Real Estate;

(d) No action or proceeding is pending or threatened that affects the Real Estate or Seller's ability to complete this transaction;

(e) Except for Purchaser's proposed acquisition of the Real Estate for the

Project, including the Uniform Offer and any related activities by Purchaser, no condemnation or other taking by eminent domain of the Real Estate or any portion thereof has been instituted, Seller has received no notice of any other taking or intent to take, and no other condemnation or eminent-domain proceeding is pending or threatened;

(f) At Closing, the Real Estate will be free of all Encumbrances other than the Permitted Exceptions, including mechanic's liens and unpaid assessments, and Seller has received no notice of pending assessments;

(g) No bankruptcy, insolvency, assignment for the benefit of creditors, attachment, or execution is pending or, to Seller's knowledge, threatened against Seller or the Real Estate;

(h) No underground or above-ground storage tank is or, to Seller's knowledge, has been located on the Real Estate;

(i) Seller has not caused or permitted any Hazardous Materials to be released, stored, used, generated, treated, or disposed of on the Real Estate in violation of Environmental Laws and has no knowledge of any such violation;

(j) Seller knows of no condition that would terminate existing sewer or utility service to the Real Estate;

(k) No lease, option, purchase agreement, or other occupancy or acquisition right affects the Real Estate except as stated in this Agreement.

(l) Seller's representations and warranties shall survive Closing for twenty-four (24) months; provided that representations concerning title, authority, taxes, liens, environmental matters, Prior Liabilities, fraud, and intentional misrepresentation shall survive through the expiration of the applicable statute of limitations. Claims for breach of Seller's express representations and warranties, whether asserted under Section 21 or otherwise, are subject to the aggregate cap and environmental exclusion in Section 21. Except as expressly provided in Section 21, Purchaser's investigation, inspection, notice, or knowledge shall not waive a claim.

12. **Assignment**. Purchaser may assign this Agreement, or any of its rights hereunder, to any department or agency of the Town of Bristol, Indiana, or to any third party controlling, controlled by, or under common control with, Purchaser, without Seller's prior consent; provided that any such assignment or designation by Purchaser shall be subject to such assignee's assumption in writing of all of Purchaser's obligations hereunder. Purchaser shall not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

13. **Interim Operations; Casualty and Condemnation**. Before Closing, Seller shall maintain and operate the Real Estate substantially in the manner existing on the Effective Date and shall not, without Purchaser's written consent, create any new lien, lease, easement, license, option, occupancy right, access right, contract, material alteration, or storage or release of Hazardous Materials affecting the Real Estate. Seller bears the risk of loss before Closing. If the

Real Estate is materially damaged or becomes subject to a third-party condemnation, Seller shall promptly notify Purchaser. Purchaser may terminate, extend Closing, or proceed with a credit or assignment of all insurance or condemnation proceeds.

14. **Prior Liabilities**. Purchaser assumes no liability arising from or relating to: (a) the ownership, occupancy, use, operation, or condition of the Real Estate or any adjoining or related property before Closing; (b) any Hazardous Materials present, released, discharged, emitted, deposited, disposed of, stored, generated, treated, transported, or migrating on, under, from, to, or through the Real Estate before Closing; or (c) any act, omission, event, or condition occurring or existing before Closing, regardless of when discovered and regardless of whether Seller caused, contributed to, knew of, or violated any law concerning the matter (collectively, the "Prior Liabilities"). Prior Liabilities include all obligations and liabilities under any federal, state, or local law governing health, safety, pollution, hazardous substances, waste, contamination, storage tanks, or environmental protection (collectively, "Environmental Laws"), including investigation, monitoring, testing, removal, remediation, corrective action, closure, reporting, notice, natural-resource damages, property damage, personal injury, governmental orders, liens, penalties, and third-party claims. "Hazardous Materials" means any substance or material regulated as hazardous, toxic, radioactive, infectious, explosive, pollutant, contaminant, waste, or otherwise harmful under Environmental Laws, including petroleum products, asbestos, polychlorinated biphenyls, and regulated waste. Purchaser's non-assumption of Prior Liabilities does not impose any indemnification or reimbursement obligation on Seller except as expressly provided in Section 21. Neither this Section nor the exclusion of a matter from Seller's indemnification obligations constitutes Purchaser's contractual assumption of that matter or an agreement to indemnify Seller.

15. **Acquisition Consideration; Release**. Seller acknowledges that all consideration under this Agreement fully compensates Seller for the voluntary acquisition in lieu of condemnation and for all claims arising from the acquisition or Project, including remainder or severance damages, access, business interruption, relocation, fixtures, improvements, costs, and interest. At Closing, Seller releases Purchaser and its officials, employees, agents, consultants, and contractors from all such claims, except claims based on Purchaser's unperformed express obligations under this Agreement. Seller shall not obtain duplicate compensation and shall credit or reimburse Purchaser for any duplicative benefit or award. This Section survives Closing.

16. **Municipal Protections**. Purchaser's obligations are subject to all approvals, appropriations, and procedures required by Indiana law and valid action of the Bristol Town Council. Nothing in this Agreement waives or limits any governmental, statutory, common-law, discretionary-function, public-duty, or other immunity, defense, limitation of liability, or protection available to Purchaser or its officials, employees, or agents. No official, employee, or agent of Purchaser shall have personal liability under this Agreement. Purchaser shall not be construed to indemnify Seller or any third party except to the limited extent expressly authorized by Indiana law. Neither this Agreement nor any memorandum of it may be recorded without Purchaser's prior written consent.

17. **Notices**. Notices must be in writing and delivered by hand, certified mail, nationally recognized overnight service, or email to the addresses below. A notice of default, termination, or exercise of a material remedy must also be sent by hand, certified mail, or overnight service.

If to Seller:	Hitch Holdings Indiana LLC Attn: Kevin Hiebert, Chief Financial Officer 32 Clarksville Street, Suite 207 Paris, Texas 75460 kevin@jjcfequity.com
If to Purchaser:	Town of Bristol, Indiana 303 E. Vistula Street Bristol, IN 46507 Attention: Town Manager mikeyoder@bristol.in.gov
With a copy (which shall not constitute notice) to:	Krieg DeVault LLP 4101 Edison Lakes Parkway, Suite 100 Mishawaka, IN 46545 Attn: Alex C. Bowman, Esq. abowman@kdlegal.com

Either party may change its notice information by written notice. Notice is effective when received; however, certified mail is deemed received three (3) business days after mailing; overnight delivery, on the next business day after deposit; and email, when sent without a delivery-failure notice. Email sent after 5:00 p.m. in the recipient's local time is deemed received on the next business day.

18. **Remedies**. If Seller defaults, Purchaser may terminate this Agreement, seek specific performance, or pursue any other remedy at law or in equity. Money damages are not an adequate remedy for Seller's default, and Purchaser's remedies are cumulative. If Purchaser defaults and fails to cure within thirty (30) days after written notice, Seller's sole remedy is to terminate this Agreement.

19. **Brokers**. Each party represents and warrants to the other that it has not dealt with any broker, finder, or other intermediary in connection with this Agreement. Each party shall indemnify and hold the other harmless from any loss, liability, damage, cost, expense, or claim, including reasonable attorneys' fees and court costs, arising from any brokerage commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

20. **Binding Effect**. This Agreement binds and benefits the parties and their permitted successors and assigns. No other person has any right or remedy under this Agreement.

21. **Indemnification by Seller**.

(a) Seller shall indemnify, defend, and hold harmless Purchaser and its elected and appointed officials, employees, agents, attorneys, consultants, contractors, successors, and assigns (collectively, the "Purchaser Indemnitees") from and against all losses, liabilities, damages, claims, demands, actions, causes of action, judgments, liens, penalties, fines, costs, and expenses, including reasonable attorneys', consultants', engineers', and experts' fees and all costs of investigation, monitoring, testing, removal, remediation, corrective action, closure, reporting, and compliance, arising from or relating to: (a) a breach of Seller's express representations and warranties in this Agreement; (b) a release of Hazardous Materials on, under, or from the Real Estate actually caused by Seller during Seller's ownership of the Real Estate before Closing; or (c) Seller's ownership, occupancy, use, or operation of the Real Estate before Closing. Seller shall have no obligation under this Section, or for breach of an express representation or warranty, to the extent a claim arises from an environmental condition specifically identified in the Environmental Assessments or related environmental reports obtained by Purchaser before Closing.

(b) Seller's aggregate liability under this Section and for breaches of its express representations and warranties shall not exceed the Purchase Price of $243,400.00. The obligations under this Section survive Closing for twelve (12) months, and Purchaser must deliver written notice of a claim, describing its factual basis in reasonable detail, before expiration of that period. A claim timely noticed shall survive until finally resolved. These limitations do not limit Seller's separate obligations arising from its post-Closing trailer parking under Section 7.

22. **Entire Agreement**. This Agreement constitutes the entire agreement concerning its subject matter and supersedes all prior oral and written understandings, commitments, representations, negotiations, discussions, and agreements, including the Uniform Offer, except to the extent a term of the Uniform Offer is expressly incorporated into this Agreement.

23. **Amendment**. This Agreement may not be amended, modified, or supplemented, except by a written agreement executed by both Purchaser and Seller.

24. **Headings**. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

25. **Severability**. An invalid or unenforceable provision shall be modified or disregarded only to the extent necessary, and the remainder of this Agreement remains effective.

26. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions, principles, or rules.

27. **Waiver**. A waiver must be in writing and signed by the waiving party. A waiver or failure to enforce a provision once does not waive future enforcement or any other breach.

28. **Time**. Time is of the essence. A deadline falling on a Saturday, Sunday, or federal

holiday extends to the next business day.

29. **Attorneys' Fees; Venue**. Each party shall pay its own fees and costs incurred in negotiating and executing this Agreement. In an action to enforce this Agreement, the prevailing party may recover its reasonable attorneys' fees and costs. Any action shall be filed exclusively in the state courts of Elkhart County, Indiana, and each party waives objections to jurisdiction, venue, or inconvenient forum.

30. **Construction**. This Agreement was negotiated and jointly drafted by the parties. It shall be construed according to the fair meaning of its provisions, without construing its language or resolving ambiguities against either party.

31. **Review and Consultation**. Each party has reviewed and understands this Agreement and has had an opportunity to consult legal counsel before signing it.

32. **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement. Signatures delivered by email, PDF, DocuSign, or similar electronic means are valid, binding, and admissible to the same extent as original handwritten signatures.

33. **Exclusive Dealing**. While this Agreement remains in effect, Seller shall not solicit, negotiate, or enter into any agreement with another party concerning the sale or transfer of any part of the Real Estate.

34. **Effective Date**. The Effective Date of this Agreement shall be the last date signed by a party hereto as evidenced on the signature page to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement to be effective as of the Effective Date.

SELLER:

HITCH HOLDINGS INDIANA LLC,
an Indiana limited liability company

By: _____
Kevin Hiebert, CFO

PURCHASER:

TOWN OF BRISTOL, INDIANA

By: _____
Jeff Beachy, Town Council President

ATTEST:

_____
Clerk-Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Attached.

EXHIBIT "A"

Project: Bristol Business Route (New Earthway Connection) Sheet 1 of 2
Parcel: Parcel 1 and 1A

Parcel 1

Part of Key No. 20-03-27-451-009.000-031

Part of Deed Record 2024-18281, Tract I

A part of the West Half of the Southeast Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows: Commencing at the southeast corner of the West Half of the Southeast Quarter of said Section; thence North 0 degrees 52 minutes 51 seconds West 455.83 feet on the east line of the West half of the Southeast Quarter of said Section to the southeast corner of the grantor's land and being the point of beginning of this description; thence South 89 degrees 56 minutes 09 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 660.30 feet on the south line of the grantor's land to the southwest corner thereof; thence North 0 degrees 45 minutes 25 seconds West 95.69 feet on the west line of the grantor's land; thence North 66 degrees 29 minutes 57 seconds East 4.73 feet; thence easterly 271.60 feet along an arc to the right having a radius of 650.00 feet and subtended by a long chord having a bearing of North 78 degrees 28 minutes 11 seconds East and a length of 269.63 feet; thence South 89 degrees 34 minutes 10 seconds East 390.78 feet to the east line of the grantor's land; thence South 0 degrees 52 minutes 51 seconds East 147.81 feet to the point of beginning and containing 2.17 acres, more or less.

Prepared for: New Earthway Connection
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: July 2, 2025
Job Number: 2021-0113

J:\Projects\2021 Projects\2021-0113 Bristol\Sur\New Earthway Connection\Parcel 1 Hitch Holdings\2025-07-02 Hitch Holdings Parcel 1 and 1A Exhibit A.doc

EXHIBIT "A"

Project: Bristol Business Route (New Earthway Connection) Sheet 2 of 2
Parcel: Parcel 1 and 1A

ALSO

Parcel 1A

Part of Key No. 20-03-27-451-008.000-031

Part of Deed Record 2024-18281, Tract II

A part of the West Half of the Southeast Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows: Commencing at the southeast corner of the West Half of the Southeast Quarter of said Section; thence North 0 degrees 52 minutes 51 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 455.83 feet on the east line of the West half of the Southeast Quarter of said Section; thence South 89 degrees 56 minutes 09 seconds West 660.30 feet to the southeast corner of the grantor's land and further being the point of beginning of this description; thence continuing South 89 degrees 56 minutes 09 seconds West 221.89 feet on the south line of the grantor's land; thence North 66 degrees 29 minutes 57 seconds East 240.58 feet to the east line of the grantor's land; thence South 0 degrees 45 minutes 25 seconds East 95.69 feet on said east line to the point of beginning and containing 0.24 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

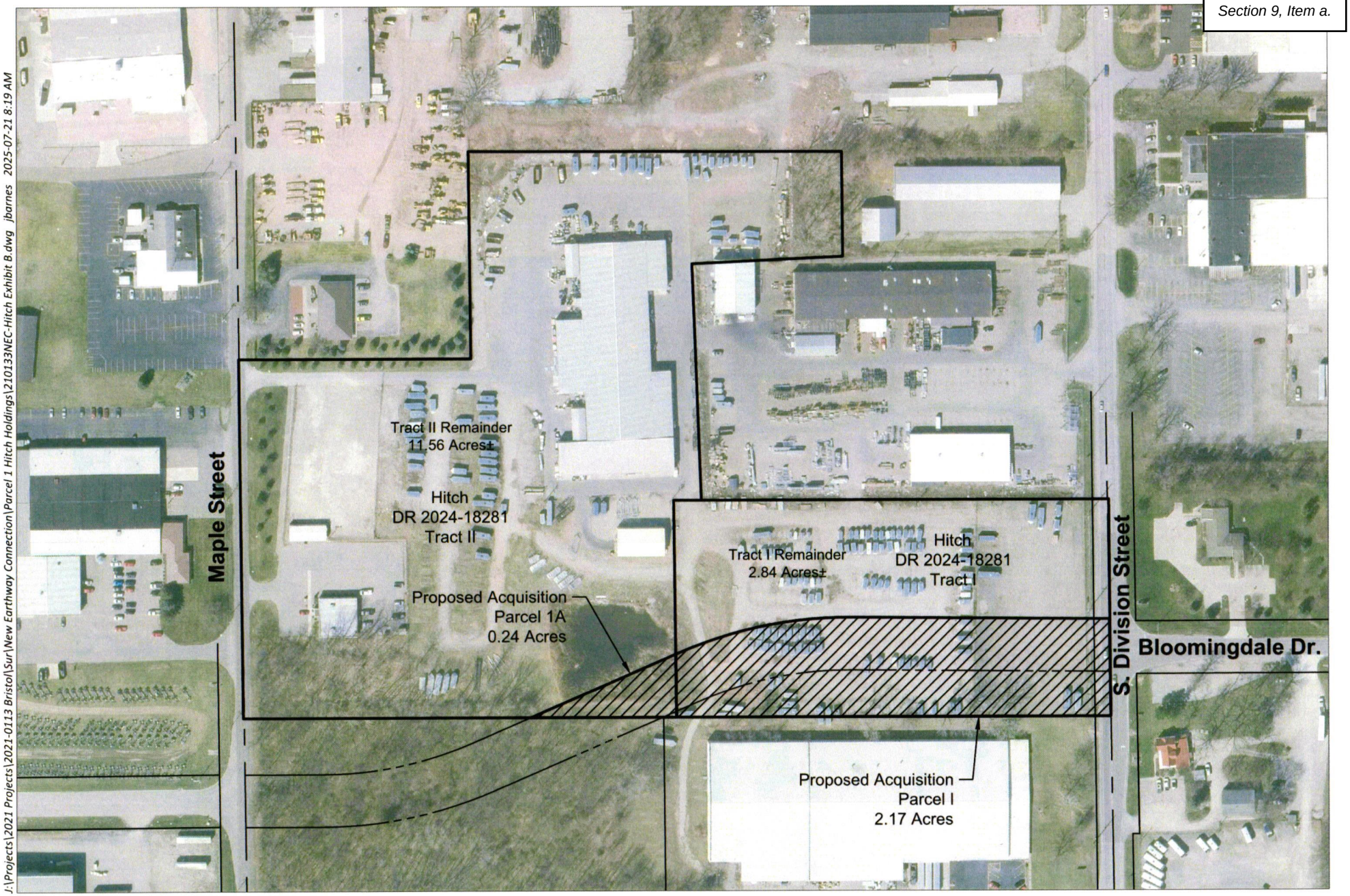
Prepared for: New Earthway Connection
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: July 2, 2025
Job Number: 2021-0113

J:\Projects\2021 Projects\2021-0113 Bristol\Sur\New Earthway Connection\Parcel 1 Hitch Holdings\2025-07-02 Hitch Holdings Parcel 1 and 1A Exhibit A.doc

EXHIBIT B

DEPICTION OF LAND

Attached.



J:\Projects\2021 Projects\2021-0113 Bristol\Sur\New Earthway Connection\Parcel 1 Hitch Holdings\210133NEC-Hitch Exhibit B.dwg jbarnes 2025-07-21 8:19 AM

New Earthway Connection

Figure 1
Acquisition Sketch Hitch Holdings Indiana, LLC

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JONES PETRIE RAFINSKI
South Bend, IN p: 574.232.4388
Fort Wayne, IN p: 260.422.2522

Feet
0 100 200