

July 5, 2022

Be it ever remembered on the 5th day of July, 2022, the day set by the Commissioners for the holding of their regular meeting at the Newton County Government Center. Comes now Glen "Butch" Cain, Kyle D. Conrad, and Tim Drenth as the duly elected and active Board of Commissioners. Also present were Auditor Tamra M. James, Commissioners' Assistant Ashley Large and Attorney Pat Ryan.

President Butch Cain called the meeting to order with Daisy Cicero reciting the pledge to the flag.

Payroll

Tim Drenth made a motion, second by Kyle D. Conrad to approve the Payroll and Longevity for June 24, 2022. Motion was passed.

Claims

Kyle D. Conrad made a motion, second by Tim Drenth to approve the claims for July 5, 2022. Motion was passed.

Credit Cards

Kyle D. Conrad made a motion to approve departmental credit cards as presented, second by Tim Drenth. Motion passed unanimously.

Wessler Engineering/Fairground Septic Project

Jon Borgers, came before Commissioners to update Phase 1 and Phase 2 of project status. They will be taking bids in an open public meeting. There will be a 5 foot cover and water main will be 4 foot. Drilling can't be done until it is known what's underground. They may need to drill under the road. There will be a mount system going in the crop so acreage will need to be adjusted. Phase 1 is done. KDM hauled 2 loads at \$300.00 each. A Fair Board member will keep checking on the waste and let KDM know if it's full. Kevin will need training to know how to properly winterize and maintain the pumps. Jon will check with Twin Lakes Sewer in Monticello to see if they can suggest how to winterize the E1 Pumps. Pat Ryan thanked Kevin Madison for the hard work and being available at the last minute.

Building and Plan Commission

Daisy Cicero advised that, thanks to a lot of work by Tim Myers, the zoo on the north end paperwork was filed on the 26th of the month. The Geo-permitting the commissioners approved at the beginning of the year will start to be utilized. Daisy also advised she will be leaving our area permanently between July 22-25, 2022.

Economic Development

Tim Myers advised that the Hazeldon Event on June 26, 2022 was agreed upon by those in attendance, as well as those who worked it, that it was one of the nicest most wonderful events they've held. There were a lot of county offices that came out to help. He will also be back in the Commercial Building at the fair and is hoping to fill it with local businesses during Fair Week.

E911

Ray Chambers discussed the difference in acquiring a remount vs new. A remount will cost \$109,000.00 and a \$4,100.00 chassy charge. This could be started in February and be done in 120 days where the other wouldn't be built for 2 -3 years. It is a 2014 with 100,000 and a diesel.

Ray is still looking for employees and to be able to retain employees. There was a discussion on how to provide funding for comparable salaries as other counties. This topic will be revisited to try to find a solution.

Recycling

Diane Gonczy updated on mid-year cost comparison and we are on track with last year. She then updated they have been spending some extra time at the different sites doing clean up, such as mowing, weeding, etc. She will be at the fair to do an Earth Night in the Commercial Building.

Purdue Extension

Deb Arseneau advised they will be losing their part time secretary. Her last day will be July 29, 2022. Deb would like permission to advertise for that position. The Commissioners gave their permission, she will now be asking Council for their permission.

Highway

Sharon Domonkos informed Commissioners she will be losing 2 employees. She has been interviewing to fill these positions.

Butch Cain asked Sharon if she'd received the bids back for IIS 24. She informed she has only received only 2 and is

Butch Cain then told Sharon that in the Drainage Board Meeting it was discussed that west of the Town of Morocco, where the old bridge was and the 4 culverts were put in, there has been no work done. Sharon informed no one has reached out to her and she is not sure who is in charge of that project. Butch informed Sharon that Beau Watkins was supposed to get in contact with her and the contractor. Sharon will reach out to Beau. Sharon is helping with the Fair.

Maintenance

Jacob Shufflebarger informed that July 9-17 we are scheduled to get a new roof on the Courthouse building, weather depending.

Jacob then informed the Panic Button System quotes are complete. He will have all paperwork done at one time for Commissioners to sign.

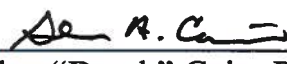

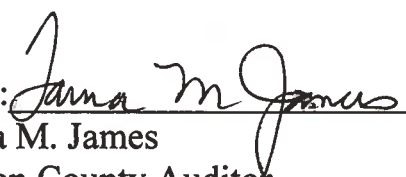
ML Talent Strategies

Commissioners signed the Consulting Service Agreement.

American Legion Roselawn

Butch Cain read a letter from American Legion Post #238 Roselawn asking for a donation toward a generator so they could have the status of being a shelter for the community. Commissioners agreed to take it under advisement.

Adjournment- Tim Drenth moves to adjourn meeting, second by Kyle D. Conrad. All in favor.

 _____ Glen "Butch" Cain, President	 _____ Kyle D. Conrad	_____ Tim Drenth
Attest:  _____ Tamra M. James Newton County Auditor		



**Consulting Services Agreement
between**

MJL Partners, LLC DBA ML Talent Strategies
12175 Visionary Way, Suite 1230
Fishers, Indiana 46038

and

Newton County Board of Commissioners
4117 S 240W, Suite 100
Morocco, IN 47963

This agreement by and between MJL Partners, LLC, DBA ML Talent Strategies hereinafter referred to as "ML" located at 12175 Visionary Way, Suite 1230, Fishers, Indiana 46038 and Newton County Board of Commissioners 4117 S 240W, Suite 100, Morocco, IN 47963 hereinafter referred to as "Client" located at TBD sets forth the terms of ML's engagement to provide the services, hereinafter referred to as "Deliverables," as set out below, to the Client Company.

Services: ML shall provide Talent Strategy Consulting (hereinafter referred to as "Deliverables") for Client, as agreed upon by both parties. The agreed upon Deliverables in this service agreement is attached.

Term: This Agreement shall become effective and shall remain in effect for twenty-four (24) months from agreement execution date. After the initial twenty-four (24) months, this agreement will move to month to month with a sixty (60) day written cancellation notice.

Fee: ML shall invoice Client per payment schedule outlined in Deliverables and Fee Payment Schedule for (1) its Deliverables, which shall be calculated based on current charges and (2) for any reasonable travel and out-of-pocket expenses incurred while performing its services under this agreement, only if such services have been approved by Client. The Client shall pay the fee to ML on the 7th day of each month with the first payment due April 7th, 2022. All payments will be made to ML via ACH or Credit Card. If the Client wishes to pay via Credit Card, a 3.5% service fee will be added to each payment.

Termination: Either party may terminate the Agreement immediately with cause. "Cause" is defined as committing a material breach of the Agreement, engaging in willful or intentional misconduct, or engaging in unlawful or unethical conduct.

If Client terminates this agreement without cause, Client shall be required to pay the contract in full plus any outstanding fees for any Deliverables performed prior to the termination notice.

Independent Contractor: ML shall be deemed for all purposes to be an independent contractor and not an employee, partner or in joint venture with the Client Company by reason of this agreement or the relationship between the parties created hereby.

ML Talent Strategies
12175 Visionary Way, Suite 1230
Fishers, Indiana 46038



Confidentiality: All the information provided by the Client or obtained by ML, in the course of providing Deliverables under this Agreement, which is related to Client, its operations, organization, members structure, business, or otherwise, is confidential and proprietary to the Client and shall not be disclosed to any third party by ML either during or after the termination of the Agreement without prior written consent of Client.

Non-Solicitation: The Parties agree that during the Term of the Agreement and for a period of one (1) year immediately following the termination of the Agreement (regardless of how the relationship terminates) (the “Restricted Period”), they will not directly or indirectly:

- Encourage, solicit, induce, or attempt to encourage, solicit or induce any employee, contractor or other person having business dealings with the other Party to terminate, withdraw, curtail, or cease their employment or other relationship with the other Party.
- Offer employment or contract relationship with any employee or contractor associated with the other party.

We acknowledge that the restrictions in this section are fair and reasonable and are narrowly tailored to protect the Parties’ legitimate and real business interests and that any violation of these non-solicit and non-competition provisions is likely to cause irreparable harm for which monetary compensation will not make the other Party whole and shall entitle the aggrieved party to injunctive relief.

Notices: All notices and other communications shall be in writing and shall be deemed to have been duly given if delivered via email with proof of deliver or shipped via reputable service providing proof of deliver, as follows:

To: Aszure Gray
Chief Revenue Officer
ML Talent Strategies
12175 Visionary Way, Suite 1230
Fishers, Indiana 46038
aszure.gray@mltalentstrategies.com

Client hereby appoints the following individual:

To: Glen A. Cain, President
Newton County Board of Commissioners
4117 S 240W, Suite 100
Morocco, IN 47963
bcain@newtoncounty.in.gov

Ownership: In accordance with Copyright Law, all rights, title and interest in all materials designed, developed, customize, or delivered to Client, under this agreement, hereinafter referred to as “the Work”, will be the property of the Client.

ML Talent Strategies
12175 Visionary Way, Suite 1230
Fishers, Indiana 46038


TALENTSTRATEGIES

Liability and Insurance: If a party breaches this Agreement, such party's liability is limited to reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Neither party shall be liable for any indirect or consequential loss or damage caused by any breach, delay, or negligence.

Force Majeure: Except as is otherwise expressly provided in this agreement, neither party shall be responsible for delays or failures in performance resulting from acts beyond the party's control. Such acts shall include but not be limited to acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquake, floods, and other disasters.

Governing Law: This agreement shall be deemed created in, governed by, and construed and enforced in accordance with, the laws of the State of Indiana without regard to its conflicts of law principles. Any lawsuit or other litigation relating to this Agreement filed by either party must be filed and tried in the federal or state courts of Indiana.

Severability: In the event any part of this agreement shall be declared invalid or unenforceable, the remaining parts shall continue to be valid and enforceable.

Entire Agreement: This agreement constitutes the entire agreement between the parties relating to this engagement and supersedes all prior agreements or understandings between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set out below.

MJL Partners, LLC, DBA ML Talent Strategies

Signature: _____

Azure Gray

Azure Gray, Chief Revenue Officer

Date: 03/17/2022

Newton County Board of Commissioners

Signature: _____

Glen A. Cain

Glen A. Cain, President

Date: _____

ML Talent Strategies
12175 Visionary Way, Suite 1230
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DELIVERABLES	
<p>Deliverable #1: ML Talent Strategies will provide a TalentTEAM made up of a dedicated Fractional VP of Talent, and HR support to deliver the following to the Client for twelve (12) months. Early engagement priorities are highlighted in bold.</p> <ul style="list-style-type: none">• Provide on-site presence twice monthly.• Design, implement and manage an efficient, effective and enjoyable onboarding experience for candidates.• Provide an outsourced HR department for all talent plans and compliance needs.• Protect Newton County from risk by ensuring the organization is in compliance with all employment laws.• Be available for all HR and people-related issues.• Implement all solutions and recommendations approved by client.• Design, implement and manage an efficient, effective and enjoyable onboarding experience for candidates• Provide an outsourced HR department for all talent plans, compliance needs and recruitment• Protect Newton County Board of Commissioners LLC from risk by ensuring the organization is in compliance with all employment laws• Be available for all HR and people-related issues• Implement all solutions and recommendations approved by client• Any necessary travel and expenses billed at actual costs, approved by client in advance• Provide structure and training for performance management.• Improve talent attraction by assessing employer brand and making recommendations.• Implement and manage all talent development, engagement, and retention relationships.• Develop and implement leadership ladder and development passages for climbing leadership ladder for internal career pathing.• Develop and implement talent review process resulting in identification of top talent, pivotal role analysis and succession plans for all pivotal roles.• Develop and implement culture and communication plan.• Train all leaders in systems and SOP's to ensure adoption of talent systems.• Oversee and lead all talent needs as identified by Senior Leadership.	
<p>Deliverable #2: – ML Talent Strategies will deliver a comprehensive and turn-key, two (2) – year talent strategy. The talent strategy will be the property of Client. The deliverable includes:</p> <ul style="list-style-type: none">• Executive Summary• State of Talent Forecast by Vertical/Location/Role• Talent SWOT Analysis• Employee Engagement Analysis• 2-Year Talent Strategy• Strategy Implementation Plan by Quarter• Quick Wins• Implementation Options• All Observation/Research Data	

ML Talent Strategies
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The deliverable will be accomplished in four phases. Actions we take to develop the plan include, but are not limited to:

PHASE 1 - FOUNDATION (Weeks 1-2)

- Purpose/Mission/Values
- DNA Documents/Artifacts
- Organizational Structure
- Growth Plan/Strategy
- Financial Statements
- Analysis of Labor Market

PHASE 2 - EXPERIENCE (Weeks 3-6)

- On-site presence
- Engagement Survey
- Employee Interviews
- Job Shadow
- Audit Meetings
- Communication Flow Understanding
- Meeting Rhythm Understanding
- Office Environment

PHASE 3 - DEEP DIVE (Weeks 7-8)

- Leadership Team Evaluation
- Talent Systems Analysis (Attraction/Development/Engagement)
- Employer Brand Analysis

PHASE 4 - STRATEGY DEVELOPMENT (Weeks 9-13)

- Develop the strategy
- Present the strategy to leadership

Deliverable #3 = \$6,500.00 per month for 12 months

- Provide on-site presence twice monthly
- Implement and manage the talent strategy
- Provide an outsourced HR department for all talent plans and compliance needs
- Protect Newton County from risk by ensuring the organization is in compliance with all employment laws
- Be available for all HR and people-related issues
- Implement all solutions and recommendations approved by client
- Includes sourcing, training, and coaching a full-time HR person in second year
- Client can reduce support and fee in Year 2 when client is ready to adjust scope based on new, full-time HR hire

INVESTMENT & FEE PAYMENT SCHEDULE:

Deliverable #1 = \$7,800.00 per month for 12 months

Deliverable #2 = \$22,500

ML Talent Strategies
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Fishers, Indiana 46038



- Payment #1 – \$7,500 prior to launch meeting
- Payment #2 – \$7,500 upon completion of Phase 2
- Payment #3 - \$7,500 upon delivery of TalentDNA to client

Deliverable #3 = \$6,500.00 per month for 12 months

- Includes sourcing, training, and coaching a full-time HR person in second year
- Client can reduce support and fee in Year 2 when client is ready to adjust scope based on new, full-time HR hire

PROJECT INVESTMENT ADDENDUMS: Both parties acknowledge additional costs to implement the Client talent strategy are expected and not included in the fee paid to ML. All additional costs will be approved by Client before costs are incurred. (Below are examples (not an exhaustive list) of costs that could be incurred that are not included in the ML fees)

- Significant scope changes to the engagement may change the cost of this proposal and deliverable deadlines.
- Travel costs
- Any recruitment other than HR Director noted in Deliverable #3
- Costs associated with ad placement recruitment
- Assessment fees – Caliper, DiSC, etc. Hard assessment costs not included review of assessments is included.
- trueU Membership fees
- Sales Training
- Coaching – based on specific needs, it may be necessary to engage with coaches in specific topic areas.

MJL Partners, LLC, DBA ML Talent Strategies

Signature: Aszure Gray

Date: 03/17/2022

Aszure Gray, Chief Revenue Officer

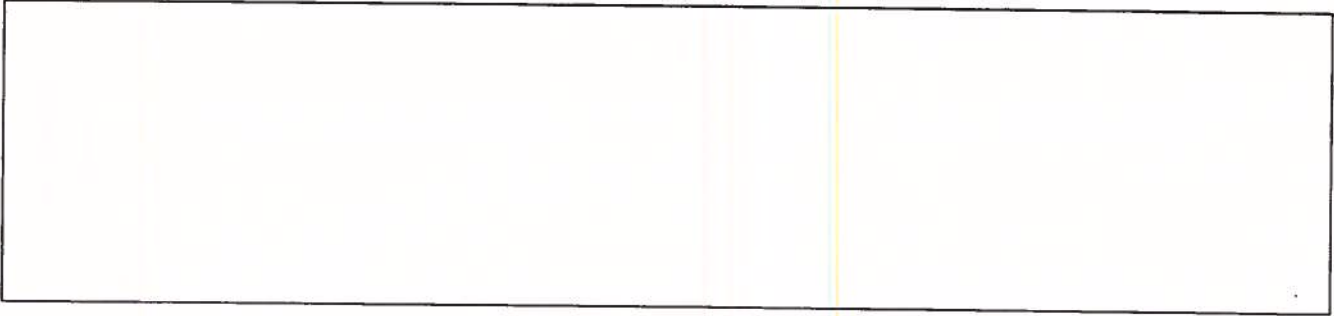
Newton County Board of Commissioners

Signature: Glen A. Cain

Date: _____

Glen A. Cain, President

ML Talent Strategies
12175 Visionary Way, Suite 1230
Fishers, Indiana 46038



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Fishers, Indiana 46038

Change Order No. 02

Date of Issuance: June 6, 2022	Effective Date: June 6, 2022
Owner: Newton County Commissioners	Owner's Contract No.: N/A
Contractor: KDM Services LLC	Contractor's Project No.: N/A
Engineer: Wessler Engineering, Inc.	Engineer's Project No.: 247321.06.01
Project: Newton County Fairgrounds On-Site Sanitary, Phase I	Contract Name: N/A

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

Description: In lieu of placing crushed stone around the 3 septic tanks for the Sand Mound System, the contractor has proposed placing a concrete pad over the top of the structures (approximately 60' long, 10' wide, 6" thick). This would add protection from traffic due the nature of the area, and provide a better surface to work from, in addition to adding weight to prevent potential tank flotation when the structures are emptied.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$ 95,995.00	Substantial Completion: <u>90 days</u>
	Ready for Final Payment: <u>120 days</u>
	days or dates
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 23,136.00	Substantial Completion: <u>0 days</u>
	Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 119,131.00	Substantial Completion: <u>90 days</u>
	Ready for Final Payment: <u>120 days</u>
Increase of this Change Order:	Increase of this Change Order:
\$ 6,120.00	Substantial Completion: <u>0 days</u>
	Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 125,251.00	Substantial Completion: <u>90 days</u>
	Ready for Final Payment: <u>120 days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Manager</u>	Title: <u>President, Commissioner</u>	Title: <u>member / owner</u>			
Date: <u>June 6, 2022</u>	Date: <u>June 6, 2022</u>	Date: <u>6-6-2022</u>			

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

00420-1

PROJECT: Newton County Fairgrounds On-Site Sanitary - Phase 1
OWNER: Newton County Commissioners
ENGINEER: WASSER ENGINEERING, INC.
CONTRACTOR: KDM SERVICES LLC

CHANGE ORDER SUMMARY

Subsequent Change Orders		VALUE
Number	Approved (Date)	
01	5/2/2022	23,136.00
02	6/6/2022	6,120.00
TOTAL \$		29,256.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is not due.

CONTRACTOR: KDM Services LLC

by Valerie Madison Date 6-6-2022
Printed Name Valerie Madison

In accordance with the Contract Documents based on on-site observations and the data comprising this Application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount shown herein.

ENGINEER: Wasser Engineering, Inc.

Recommended By Jonathan E. Bowers Date 6/6/2022
Printed Name Jonathan E. Bowers P.E. Project Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

ENGINEER'S PROJECT NO: 24131.06.01
APPLICATION DATE: 6/6/2022
APPLICATION NO: 5.13.2022
PERIOD FROM: 5.13.2022 PERIOD TO: 6/6/2022

Application is made for Payment in correction with the Contract:

1 ORIGINAL CONTRACT SUM	\$ 55,985.00
2 TOTAL VALUE FROM CHANGE ORDER SUMMARY (See Item 3 Page)	\$ 29,256.00
3 CONTRACT SUM TO DATE (Line 1 Plus Line 2)	\$ 125,241.00
4 CURRENT APPLICATION PLUS NEW STORED THIS APPLICATION HAS CURRENT STORED FROM PREVIOUS APP. INSTALLED THIS APPLICATION (Column 10 Plus Column 21 less Column 15)	\$ 4,937.50
5 RETAINAGE THIS APPLICATION $10\% \text{ of } 50\%$ (Line 4 of Line 4)	\$ 1
6 TOTAL COMPLETED TO-DATE PLUS CURRENT STORED (Column 12 Plus Column 23)	\$ 106,507.00
7 TOTAL RETAINAGE $10\% \text{ of } 50\%$ (Line 6 of Line 6)	\$ 4,199.75
8 TOTAL COMPLETED TO-DATE PLUS CURRENT STORED LESS TOTAL RETAINAGE (Line 6 less Line 7)	\$ 101,707.25
9 LESS PREVIOUS APPLICATIONS (Line 8 Previous Application)	\$ 67,169.75
10 AMOUNT DUE THIS APPLICATION (Line 8 less Line 9)	\$ 14,537.50
11 BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 8)	\$ 23,543.75

STATE OF _____ COUNTY OF _____
Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

OWNER'S APPROVAL

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

OWNER: _____

Approved By Allen A. Cain Date 6-6-2022
Printed Name Allen A. Cain

SCHEDULE OF VALUES

PROJECT: Newton County Fairgrounds On-Site Sanitary - Phase I

OWNER: Newton County Commissioners

ENGINEER: Wessler Engineering, Inc.

CONTRACTOR: KDM Services LLC

ENGINEER'S PROJECT NO.: 247321.06.01

APPLICATION DATE: 6/6/2022

APPLICATION NO.: 2

PERIOD FROM: 5/13/2022

PERIOD TO: 6/3/2022

(1) Item No.	(2) Description	(3) Unit	(4) Quantity	(5) Unit Price	(6) Total Value	(7) Previous Application(s)		(8) Current Application		(9) Total Completed To-Date	
						Quantity	Value	Quantity	Value	Quantity	Value
1	Low Pressure Service Lateral, HDPE DR 11, 1 1/2-Inch	LF	90	\$ 18.00	\$ 1,620.00	90	\$ 1,620.00	0	\$ -	90	\$ 1,620.00
2	Low Pressure Sewer Main, HDPE DR 11, 2-Inch	LF	975	\$ 21.00	\$ 20,475.00	975	\$ 20,475.00	0	\$ -	975	\$ 20,475.00
3	6" PVC SDR-35 Sanitary Service Lateral (Gravity)	LF	50	\$ 25.00	\$ 1,250.00	50	\$ 1,250.00	0	\$ -	50	\$ 1,250.00
4	Simplex Grinder Pump Station No. 3	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	1	\$ 15,000.00
5	Service Valve Assembly	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00
6	Inline Flushing Cleanout	EA	3	\$ 2,100.00	\$ 6,300.00	3	\$ 6,300.00	0	\$ -	3	\$ 6,300.00
7	Connection Flushing Cleanout	EA	2	\$ 850.00	\$ 1,700.00	0	\$ -	2	\$ 1,700.00	2	\$ 1,700.00
8	SMS Spetic Tanks (Total of 3)	LS	1	\$ 30,000.00	\$ 30,000.00	90%	\$ 27,000.00	10%	\$ 3,000.00	1	\$ 30,000.00
9	Erosion and Sediment Control	LS	1	\$ 3,625.00	\$ 3,625.00	50%	\$ 1,812.50	50%	\$ 1,812.50	1	\$ 3,625.00
10	Final Cleanup and Restoration	LS	1	\$ 8,025.00	\$ 8,025.00	0%	\$ -	100%	\$ 8,025.00	1	\$ 8,025.00
11	Mobilization / Demobilization / Bonds / Insurance	LS	1	\$ 4,500.00	\$ 4,500.00	60%	\$ 2,700.00	0%	\$ -	1	\$ 2,700.00
ORIGINAL CONTRACT SUM:					\$ 95,995.00		\$ 79,657.50		\$ 14,537.50		\$ 94,195.00

CHANGE ORDERS TOTAL:	\$ 29,255.00	\$ 3,312.00	\$ -	\$ 3,312.00
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CONTRACT SUM TO DATE (Original Contract Sum Plus Change Orders Total):	\$ 125,251.00	\$ 82,969.50	\$ 14,537.50	\$ 97,507.00
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CHANGE ORDERS

PROJECT:	Newton County Fairgrounds On-Site Sanitary - Phase I	ENGINEER'S PROJECT NO.:	247321.06.01
OWNER:	Newton County Commissioners	APPLICATION DATE:	6/6/2022
ENGINEER:	Wessler Engineering, Inc.	APPLICATION NO.:	2
CONTRACTOR:	KDM Services LLC	PERIOD FROM:	5/13/2022
		PERIOD TO:	6/3/2022

CHANGE ORDER NO. 1:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Item No.	Description	Unit	Quantity	Unit Price	Total Value	Previous Application(s) Quantity	Previous Application(s) Value	Current Application(s) Quantity	Current Application(s) Value	Total Completed To-Date Quantity	Total Completed To-Date Value		
1	Price Escalation from Bid to Award	LS	1	\$ 3,312.00	\$ 3,312.00	1	\$ 3,312.00	0	\$ -	1.00	\$ 3,312.00		
2	Grinder Station for Horse and Pony	LS	1	\$ 19,824.00	\$ 19,824.00	0	\$ -	0	\$ -	0.00	\$ -		
CHANGE ORDER NO. 1 TOTAL:					\$ 23,136.00		\$ 3,312.00		\$ -		\$ 3,312.00		

CHANGE ORDER NO. 2:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Item No.	Description	Unit	Quantity	Unit Price	Total Value	Previous Application(s) Quantity	Previous Application(s) Value	Current Application(s) Quantity	Current Application(s) Value	Total Completed To-Date Quantity	Total Completed To-Date Value		
3	Concrete Pad Above Septic Tanks	LS	1	\$ 6,120.00	\$ 6,120.00	0.00	\$ -	0.00	\$ -	0.00	\$ -		
CHANGE ORDER NO. 2 TOTAL:					\$ 6,120.00		\$ -		\$ -		\$ -		
CHANGE ORDERS TOTAL:					\$ 29,256.00		\$ 3,312.00		\$ -		\$ 3,312.00		



More than a Project™

**AGREEMENT
BETWEEN THE
NEWTON COUNTY BOARD OF COMMISSIONERS
AND
WESSLER ENGINEERING, INC.
FOR
NEWTON COUNTY FAIRGROUNDS ON-SITE TREATMENT SYSTEM**

THIS AGREEMENT, entered into by and between the Newton County Board of Commissioners, 4117 S 240 W, Suite 100, Morocco, Indiana 47963, (hereinafter named OWNER) and Wessler Engineering, Inc. 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER):

WITNESSETH THAT:

WHEREAS, ENGINEER proposes to provide Professional Services to OWNER for the Newton County Fairgrounds On-Site Treatment System, herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of a new on-site wastewater collection, treatment, and disposal system at the Newton County Fairgrounds near Kentland, Indiana, and shall include the following:

- A new low pressure sewer collection system to serve five restroom facilities on the fairgrounds site;
- A new sand mound system for treatment and disposal of the sewage including septic tanks, dosing pump station, and three sand mounds; and
- A dump station for the existing campground.

WHEREAS, ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this AGREEMENT for the above-described PROJECT; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

ENGINEER shall provide the following Professional Services:

A. DESIGN PHASE

1. Obtain and review the Indiana State Department of Health (ISDH) Technical Data Sheet (TDS) for the project. The TDS was based on soil borings taken at a site on the north edge of the fairgrounds property, and a design daily flow of 3,600 gallons per day. It requires a minimum septic tank capacity of 7,200 gallons and an elevated sand mound soil absorption field with a minimum of 4,800 square foot basal area.
2. Review information provided by the Owner and the Fair Board regarding existing utilities at the site.
3. Provide necessary field surveys for design purposes.
4. Prepare 75% Design Phase documents incorporating the final design criteria presented in the ISDH TDS and preliminary plan drawings. Prepare and attend a 75% Design Review Meeting, including a presentation and discussion of the 75% Design documents and an opinion of the construction cost. The format of the meeting will be to include sufficient presentation materials so that each item and be adequately reviewed, and decisions made by the Owner on how to proceed with the Final Design documents.
5. Based on the review of the 75% Design Phase documents, prepare Final Design Drawings, with technical specifications and bidding documents. Review the Final Design documents with the Owner, and upon approval by the Owner, submit to the ISDH along with a construction permit application.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to OWNER and permits have been obtained.

B. BID PHASE

After acceptance by OWNER of the Bid Documents, and upon authorization by OWNER to proceed with Bid Phase Services, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bid Documents have been issued.
2. Prepare for and conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
3. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

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 Page No. 2 of 6

4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bid Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding a contract for the Work.

ENGINEER's services under the Bid Phase will be considered complete upon signing of the Construction Agreement between OWNER and Contractor, or upon cessation of negotiations with prospective Contractors.

C. CONSTRUCTION ADMINISTRATION PHASE

Upon successful completion of the Bid Phase for the PROJECT, and upon written authorization from OWNER, ENGINEER shall begin Construction Administration Phase services upon issuance of a Notice-to-Proceed to the successful Contractor.

1. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. Participate in pre-construction meeting prior to commencement of work.
3. Attend up to three (3) construction progress meetings with OWNER and Contractor and prepare meeting minutes.
4. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
5. Recommend Change Orders and Work Directive Changes to OWNER, as appropriate, and prepare Change Orders and Work Directive Changes as required.
6. Review and approve or take other appropriate action in respect to Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall meet any Contractor's submittal schedule that ENGINEER has accepted.

7. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
8. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
9. Review applications for payment and recommend an amount the Contractor is to be paid.
10. Receive, review, and transmit to OWNER the maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals.
11. Provide the services of a Resident Project Representative (RPR) to conduct periodic site visits during the course of construction to provide more extensive observation of the Contractor's work. Duties, responsibilities, and authority of the RPR are set forth in Attachment 3 to this Agreement. The furnishing of such RPR's services will not limit, extend, or modify the ENGINEER's responsibilities or authority except as expressly set forth in Attachment No. 3. For this PROJECT, the ENGINEER estimates a total of 40 hours of RPR services will be required during construction.
12. Review the notice from Contractor that the Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, and conduct an inspection to determine if the Work is substantially complete. If after review and inspection, OWNER and the ENGINEER consider the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
13. Conduct a final observation to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

ENGINEER's services under the Construction Administration Phase will be considered complete upon issuance of ENGINEER's recommendation for final acceptance and payment to Contractor.

ARTICLE II ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by the ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond the ENGINEER's control.
- B. Engineering services related to bid protests or re-bidding of any portion of the PROJECT due to bids exceeding the established budget, cost overruns, or other matters which are beyond the control of the ENGINEER.

ARTICLE III COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I.A through I.B shall be on a lump sum fee basis as follows.

Article I.A – Design Phase	\$66,000.00
Article I.B – Bid Phase	<u>\$8,000.00</u>
Total Lump Sum Fee:	\$74,000.00
- B. Compensation for Professional Services described in Article I.C shall be on a time and materials basis in the not-to-exceed amount of \$24,000.00.
- C. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- D. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

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ARTICLE IV STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this 6th day of June, 2022.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
**NEWTON COUNTY BOARD OF
COMMISSIONERS**

Robert W. Holden, II, Ph.D., P.E.
Senior Vice President

Glen "Butch" Cain
Board President

Attest:
Jonathan E. Borgers, P.E.
Project Manager

Attest:
Anna Janus

Date: 6-6-2022

Date: June 6, 2022

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Newton County Board of Commissioners
4117 S 240 W, Suite 100
Morocco, IN 47963

JEB/T:/Contracts/Newton County/Proposals/P#03388/Y:\02 PROPOSALS\Newton County P\03388 - Newton Co
Fairgrounds Septic\Newton County Fairgrounds On-Site Treatment Agreement - Draft.docx

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2022 Hourly Rate and Reimbursable Expense Schedule
No. 3 – E-Verify Affidavit
No. 4 – Indiana Iran Investment Certification

WESSLER
ENGINEERING, INC.
Page No. 6 of 6



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ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or



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relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.



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ATTACHMENT NO. 2
2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
Senior Project Manager I/II	\$200/\$225
Senior Project Engineer I/II	\$200/\$225
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$135
Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Electrical Engineer	\$115
Control System Engineer I/II/III/IV	\$115/\$135/\$155/\$170
Control System Technician	\$90
Environmental Services Senior Project Manager I/II	\$155/\$165
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60



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Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

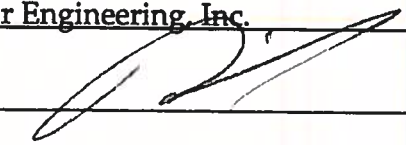
This Schedule is subject to change.

January 1, 2022

ATTACHMENT NO. 3
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract 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 undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.
 By (Written Signature): 
 (Printed Name) Brent A. Siebenthal
 (Title): President

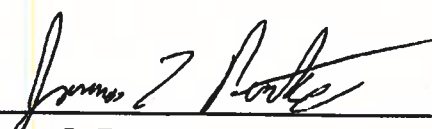
Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA
 COUNTY OF MARION

SS:



Subscribed and sworn to before me this 4th day of January, 2022.

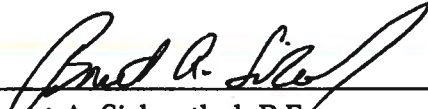
(Signed) 
 James L. Purtee
 My commission expires March 5, 2026
 Residing in Johnson County, State of Indiana

ATTACHMENT NO. 4

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By: 
Brent A. Siebenthal, P.E.
President

APPLICATION AND CERTIFICATION FOR PAYMENT

PROJECT:	Newton County Fairgrounds On-Site Sanitary - Phase I	ENGINEER'S PROJECT NO.:	247331.06.01
OWNER:	Newton County Commissioners	APPLICATION DATE:	7/5/2022
CONTRACTOR:	Wessler Engineering, Inc.	APPLICATION NO.:	3
	KDM Services LLC	PERIOD FROM:	6/1/2022
		PERIOD TO:	7/1/2022

CHANGE ORDER SUMMARY

Subsequent Change Orders		VALUE
Number	Approved (date)	
01	5/2/2022	\$ 23,136.00
02	6/6/2022	\$ 6,120.00
TOTAL \$		\$ 29,256.00

Application is made for Payment in connection with the Contract.

1 ORIGINAL CONTRACT SUM	\$	95,995.00
2 TOTAL VALUE FROM CHANGE ORDER SUMMARY (See Left This Page)	\$	29,256.00
3 CONTRACT SUM TO DATE (Line 1 Plus Line 2)	\$	125,251.00
<hr/>		
4 CURRENT APPLICATION plus NEW STORED THIS APPLICATION less CURRENT STORED FROM PREV. APP., INSTALLED THIS APPLICATION (Column 10 plus Column 21 less Column 19)	\$	27,744.00
5 RETAINAGE THIS APPLICATION	\$	-
6 TOTAL COMPLETED TO-DATE plus CURRENT STORED (Column 12 plus Column 23)	\$	125,251.00
7 TOTAL RETAINAGE	\$	-
8 TOTAL COMPLETED TO-DATE plus CURRENT STORED less TOTAL RETAINAGE (Line 6 less Line 7)	\$	125,251.00
9 LESS PREVIOUS APPLICATIONS (Line 8 Previous Application)	\$	101,707.25
0 AMOUNT DUE THIS APPLICATION (Line 8 less Line 9)	\$	23,543.75
1 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$	-

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

CONTRACTOR: KDM Services LLC

By: _____ Date: _____

Printed Name: _____

Notary Public: _____

My Commission Expires: _____

OWNER'S APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount shown herein.

ENGINEER: Wessler Engineering, Inc.

Recommended By: *Jonathan E. Borgers* Date: 7/5/2022

Printed Name: Jonathan E. Borgers P.E., Project Manager

OWNER: _____

Approved By: _____

Date: _____

Printed Name: _____

COPY

This Certificate is not negotiable. The Payment Due as shown herein is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Page 1

SCHEDULE OF VALUES

PROJECT: Newton County Fairgrounds On-Site Sanitary - Phase I
OWNER: Newton County Commissioners
ENGINEER: Wessler Engineering, Inc.
CONTRACTOR: KDM Services LLC

ENGINEER'S PROJECT NO.: 247321.06.01
APPLICATION DATE: 7/5/2022
APPLICATION NO.: 3
PERIOD FROM: 6/4/2022 PERIOD TO: 7/1/2022

(1) Item No.	(2) Description	(3) Unit	(4) Quantity	(5) Unit Price	(6) Total Value	(7) Previous Application(s)		(8) Current Application		(9) Total Completed To-Date	
						Quantity	Value	Quantity	Value	Quantity	Value
1	Low Pressure Service Lateral, HDPE DR 11, 1 1/2-Inch	LF	90	\$ 18.00	\$ 1,620.00	90	\$ 1,620.00	0	\$ -	90	\$ 1,620.00
2	Low Pressure Sewer Main, HDPE DR 11, 2-Inch	LF	975	\$ 21.00	\$ 20,475.00	975	\$ 20,475.00	0	\$ -	975	\$ 20,475.00
3	6" PVC SDR-35 Sanitary Service Lateral (Gravity)	LF	50	\$ 25.00	\$ 1,250.00	50	\$ 1,250.00	0	\$ -	50	\$ 1,250.00
4	Simplex Grinder Pump Station No. 3	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	1	\$ 15,000.00
5	Service Valve Assembly	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00
6	Inline Flushing Cleanout	EA	3	\$ 2,100.00	\$ 6,300.00	3	\$ 6,300.00	0	\$ -	3	\$ 6,300.00
7	Connection Flushing Cleanout	EA	2	\$ 850.00	\$ 1,700.00	2	\$ 1,700.00	0	\$ -	2	\$ 1,700.00
8	SMS Spetic Tanks (Total of 3)	LS	1	\$ 30,000.00	\$ 30,000.00	100%	\$ 30,000.00	0%	\$ -	1	\$ 30,000.00
9	Erosion and Sediment Control	LS	1	\$ 3,625.00	\$ 3,625.00	100%	\$ 3,625.00	0%	\$ -	1	\$ 3,625.00
10	Final Cleanup and Restoration	LS	1	\$ 8,025.00	\$ 8,025.00	100%	\$ 8,025.00	0%	\$ -	1	\$ 8,025.00
11	Mobilization / Demobilization / Bonds / Insurance	LS	1	\$ 4,500.00	\$ 4,500.00	60%	\$ 2,700.00	40%	\$ 1,800.00	1	\$ 4,500.00
ORIGINAL CONTRACT SUM:					\$ 95,995.00		\$ 94,195.00		\$ 1,800.00		\$ 95,995.00

CHANGE ORDERS TOTAL: \$ 29,256.00 \$ 3,312.00 \$ 25,944.00 \$ 29,256.00

CONTRACT SUM TO DATE (Original Contract Sum Plus Change Orders Total): \$ 125,251.00 \$ 97,507.00 \$ 27,744.00 \$ 125,251.00

CHANGE ORDERS

PROJECT:	Newton County Fairgrounds On-Site Sanitary - Phase I	ENGINEER'S PROJECT NO.:	247321.06.01
OWNER:	Newton County Commissioners	APPLICATION DATE:	7/5/2022
ENGINEER:	Wessler Engineering, Inc.	APPLICATION NO.:	3
CONTRACTOR:	KDM Services LLC	PERIOD FROM:	6/4/2022
		PERIOD TO:	7/1/2022

CHANGE ORDER NO. 1:

(1) Item No.	(2) Description	(3) Unit	(4) Quantity	(5) Unit Price	(6) Total Value	(7) Previous Application(s) Quantity	(8) Value	(9) Current Application Quantity	(10) Value	(11) Total Completed Quantity	(12) To-Date Value
1	Price Escalation from Bid to Award	LS	1	\$ 3,312.00	\$ 3,312.00	1	\$ 3,312.00	0	\$ -	1.00	\$ 3,312.00
2	Grinder Station for Horse and Pony	LS	1	\$ 19,824.00	\$ 19,824.00	0	\$ -	1	\$ 19,824.00	1.00	\$ 19,824.00
CHANGE ORDER NO. 1 TOTAL:					\$ 23,136.00		\$ 3,312.00		\$ 19,824.00		\$ 23,136.00

CHANGE ORDER NO. 2:

(1) Item No.	(2) Description	(3) Unit	(4) Quantity	(5) Unit Price	(6) Total Value	(7) Previous Application(s) Quantity	(8) Value	(9) Current Application Quantity	(10) Value	(11) Total Completed Quantity	(12) To-Date Value
3	Concrete Pad Above Septic Tanks	LS	1	\$ 6,120.00	\$ 6,120.00	0.00	\$ -	1.00	\$ 6,120.00	1.00	\$ 6,120.00
CHANGE ORDER NO. 2 TOTAL:					\$ 6,120.00		\$ -		\$ 6,120.00		\$ 6,120.00
CHANGE ORDERS TOTAL:					\$ 29,256.00		\$ 3,312.00		\$ 25,944.00		\$ 29,256.00

**Newton County Recycling Collection
2016 – 2022**

2021

Republic Collection Site	\$ 44,341.62	
Tires	<u>\$ 15,542.80</u>	
Total	\$ 59,884.42	
Other		
2021 Coordinator	\$ 18,999.96	
Office/Program Expenses-Pending	\$ 2,784.14	\$ 81,668.52
NWISWD Reimbursements 2021		<u>\$ 35,400.00</u>
Total		\$ 46,268.52

2022 to date 6/20/22

Republic Collection Site	\$ 24,306.66	
Tires	<u>\$ 8,358.80</u>	
Total	\$ 32,665.46	
Other		
2022 Coordinator	\$ 9,499.98	
Office/Program Expenses	\$ 2,240.35	\$ 44,405.79
NWISWD Reimbursements 2022-Pending		<u>\$ 35,400.00</u>
Total		\$ 9,005.79

**Newton County Recycling Collection
2016 – 2022**

2019

Republic Collection Site	\$ 38,434.10
Tires	<u>\$ 21,100.00</u>
Total	\$ 59,534.10

Other

2019 Coordinator	\$ 18,999.96	2019 Totals:
Office/Program Expenses	\$ 2,935.74	\$ 81,469.80
NWISWD Reimbursements 2019		<u>\$ 34,056.00</u>
		\$ 47,413.80

2020

Republic Collection Site	\$ 47,221.87
Tires	<u>\$ 11,200.00</u> (\$9,900 Savings from 2019)
Total	\$ 58,421.87

Other

2020 Coordinator	\$ 18,999.96	2020 Totals:
Office/Program Expenses	\$ 1,460.86	\$ 78,882.69
NWISWD Reimbursements 2020		<u>\$ 35,400.00</u>
		\$ 43,482.69

**Newton County Recycling Collection
2016 – 2022**

2016

Republic Collection Sites	\$71,862.26
Tires	<u>\$15,150.00</u>
Total	\$87,012.26

Other:

Coordinator to June	\$12,499.98	2016 Totals:
Office/Program Expenses to June	\$ 484.50	<u>\$ 99,996.74</u>

2017

Republic Collection Sites	\$38,210.13
Tires	<u>\$24,000.00</u>
Total	\$62,210.13

Other:

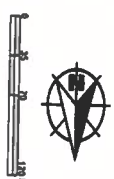
Coordinator/March –December	\$15,830.00	2017 Totals:
Office/Program Expenses	\$ 2,000.00	\$ 80,040.13
NWISWD Reimbursements		<u>\$ 33,000.00</u>
		\$ 47,040.13

2018

Republic Collection Site	\$36,525.29
Tires	<u>\$21,750.00</u>
Total	\$58,275.29

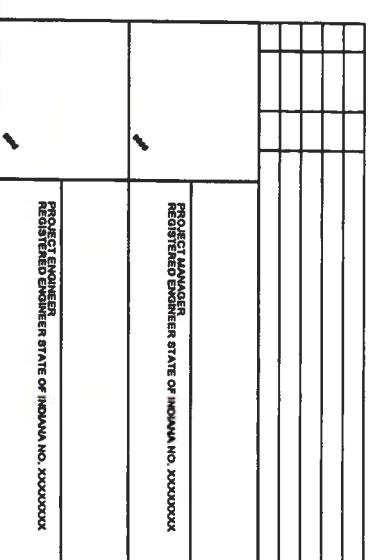
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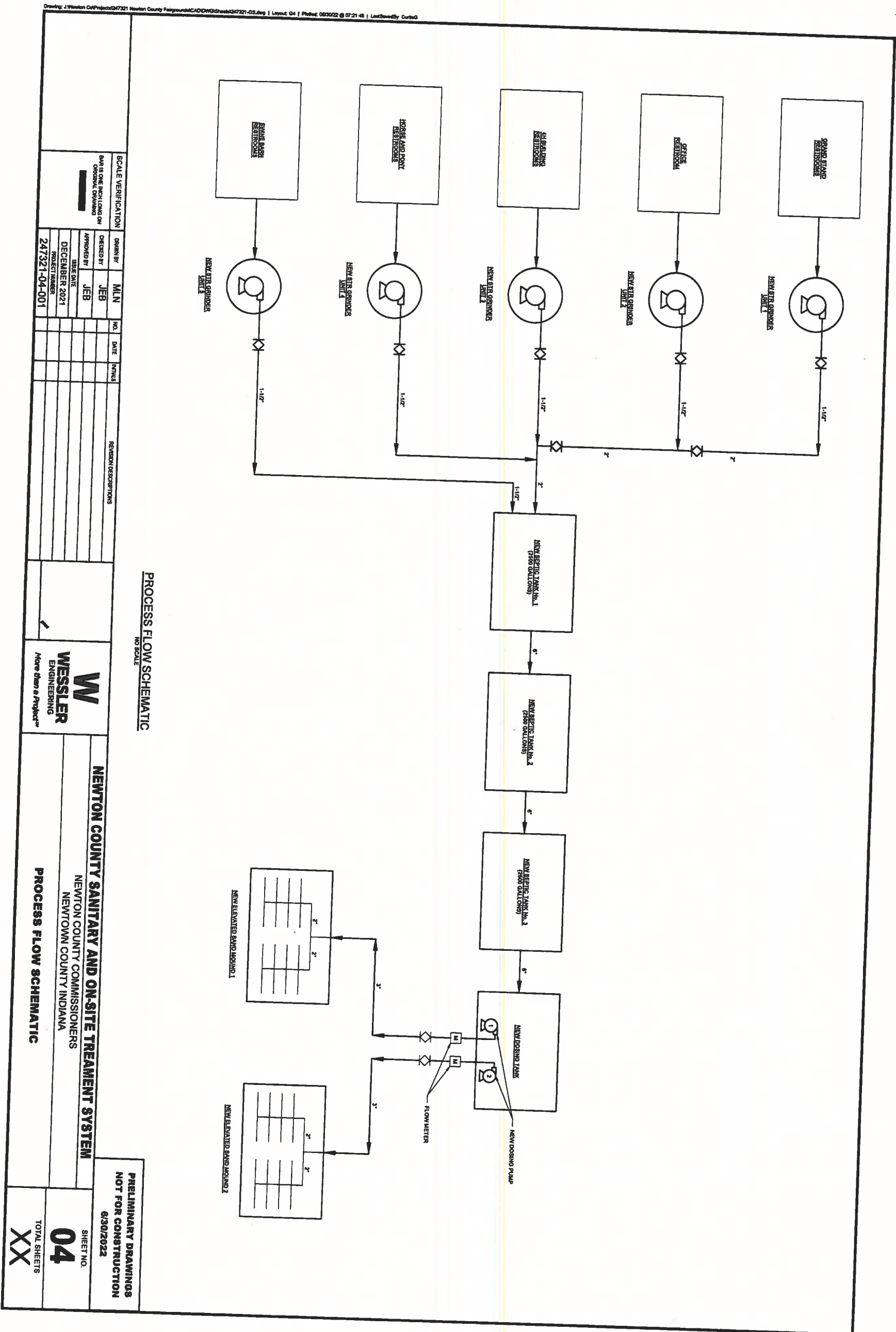
2018 Coordinator	\$19,000.00	2018 Totals:
Office/Program Expenses	\$ 2,500.00	\$ 79,775.29
NWISWD Reimbursements 2018		<u>\$ 35,400.00</u>
		\$ 44,375.29



PHASE I

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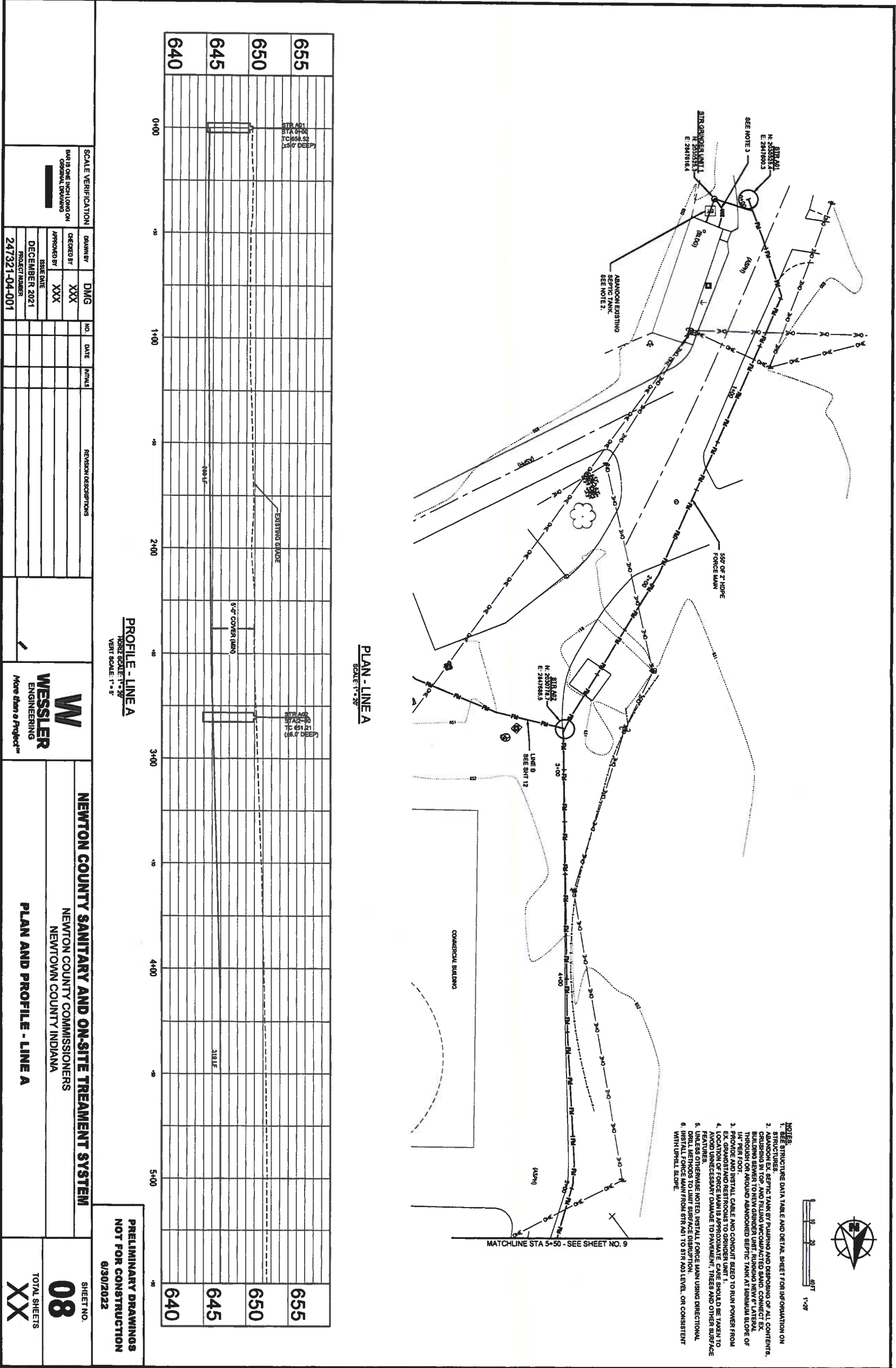


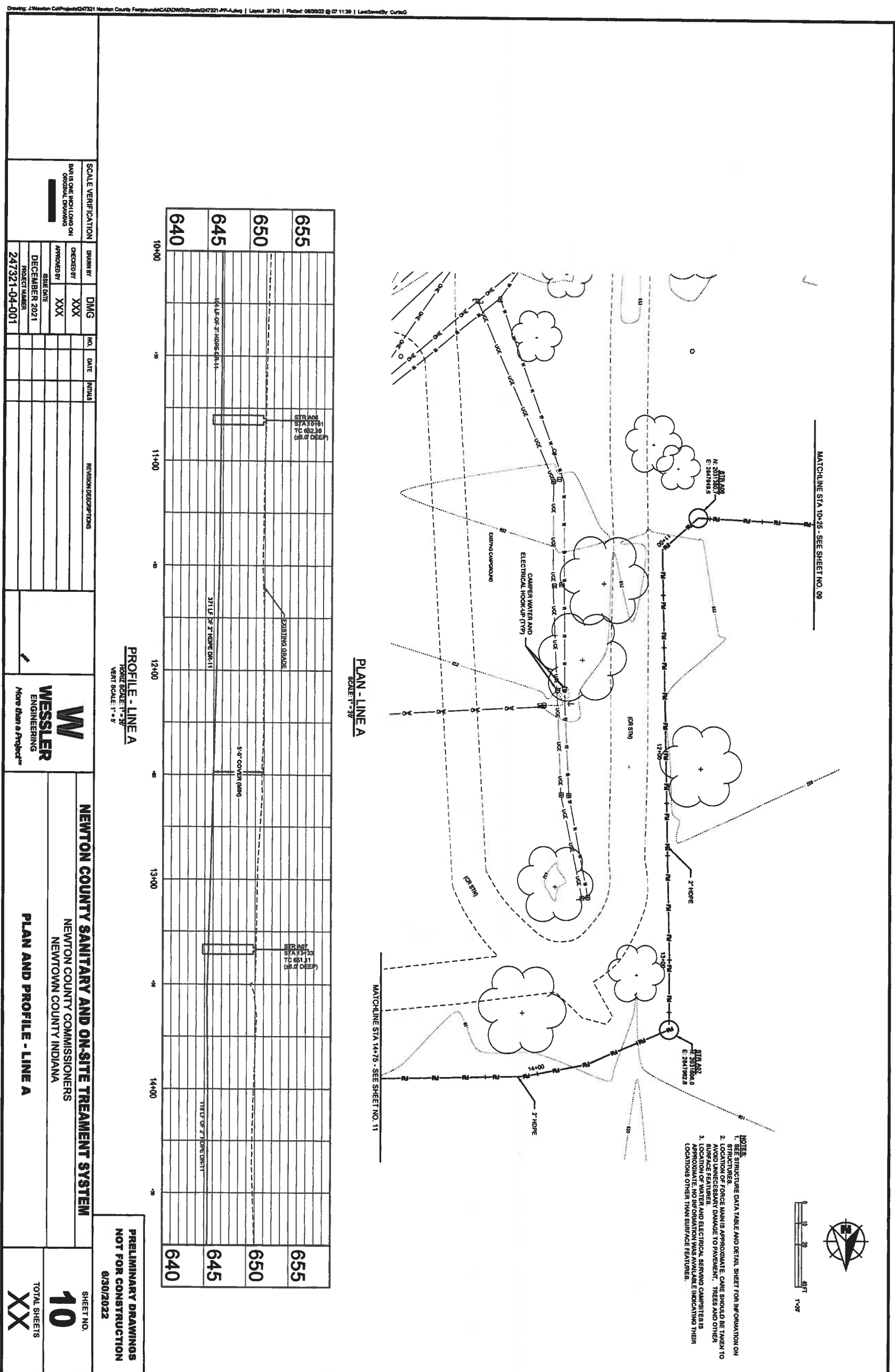


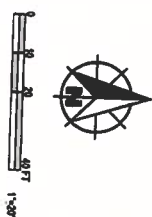
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<div>SCALE VERIFICATION</div> <div>DATE: ONE INCH LONG ON ORIGINAL DRAWING</div> <div></div>		DRAWN BY		DMG	NO.	DATE	INITIALS	REVISION DESCRIPTIONS	
		CHECKED BY		XXX					
		APPROVED BY		XXX					
		ISSUE DATE		DECEMBER 2021					
		PROJECT NUMBER		247321-04-001					
<div><div>W</div><div>WESSLER</div><div>ENGINEERING</div><div>More than a Project™</div></div>		NEWTON COUNTY SANITARY AND ON-SITE TREATMENT SYSTEM							
		NEWTON COUNTY COMMISSIONERS NEWTON COUNTY INDIANA							
		SPECIFICATIONS							
		SHEET NO. 05						PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION 6/30/2022	
		TOTAL SHEETS XX							

Drawing: J:\Newton Co\Projects\247321 Newton County Fairgrounds\CAADD\DWG\Sheet\247321-PP-A.dwg | Layout: 3P.dwg | Plotted: 06/02/22 @ 07:11:29 | Laid Out By: Curcio







PLAN - LINE A
SCALE: 1" = 20'



W
WESSLER
ENGINEERING

NEWTON COUNTY SANITARY AND ON-SITE TREATMENT SYSTEM
NEWTON COUNTY COMMISSIONERS
NEWTOWN COUNTY INDIANA

PLAN AND PROFILE - LINE A

**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

SHEET NO.
11

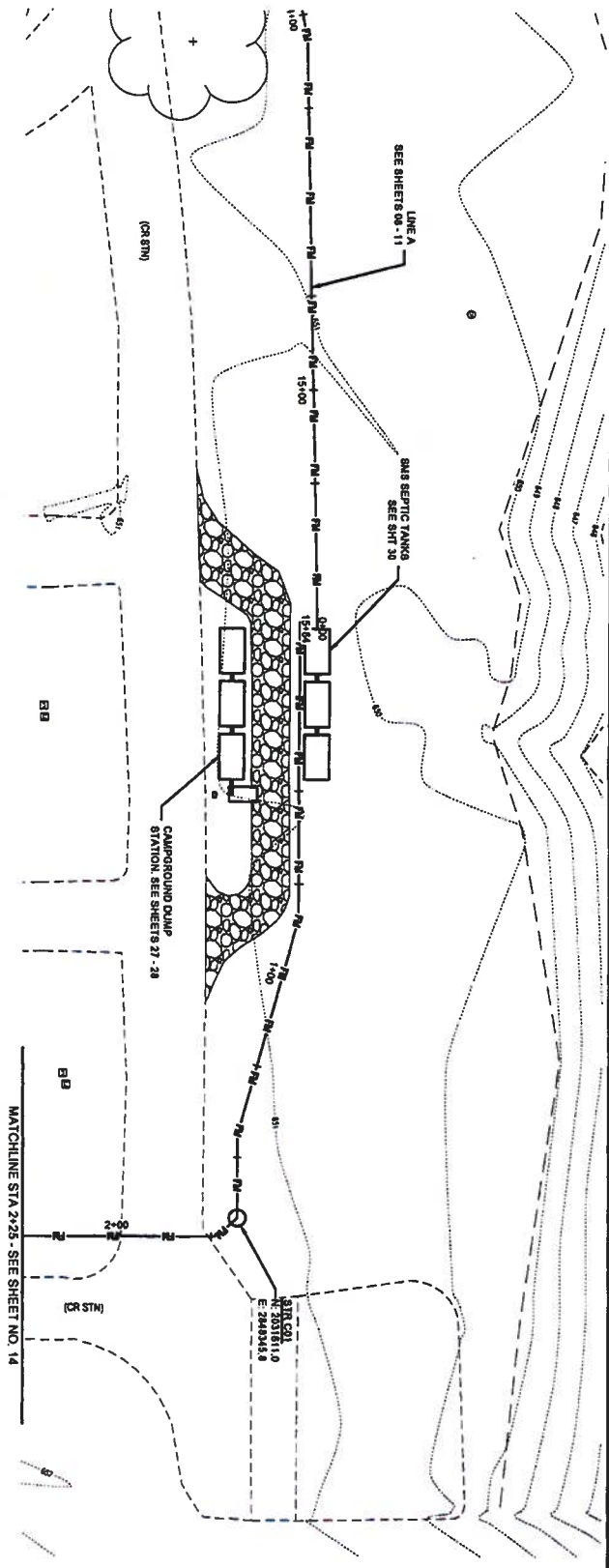
TOTAL SHEETS
XXX



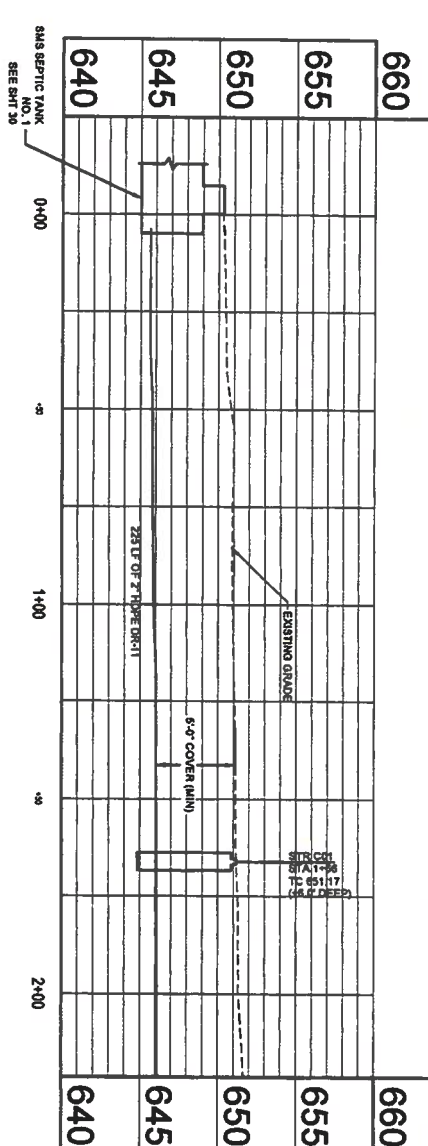
SHEET NO.
12

TOTAL SHEETS
XX

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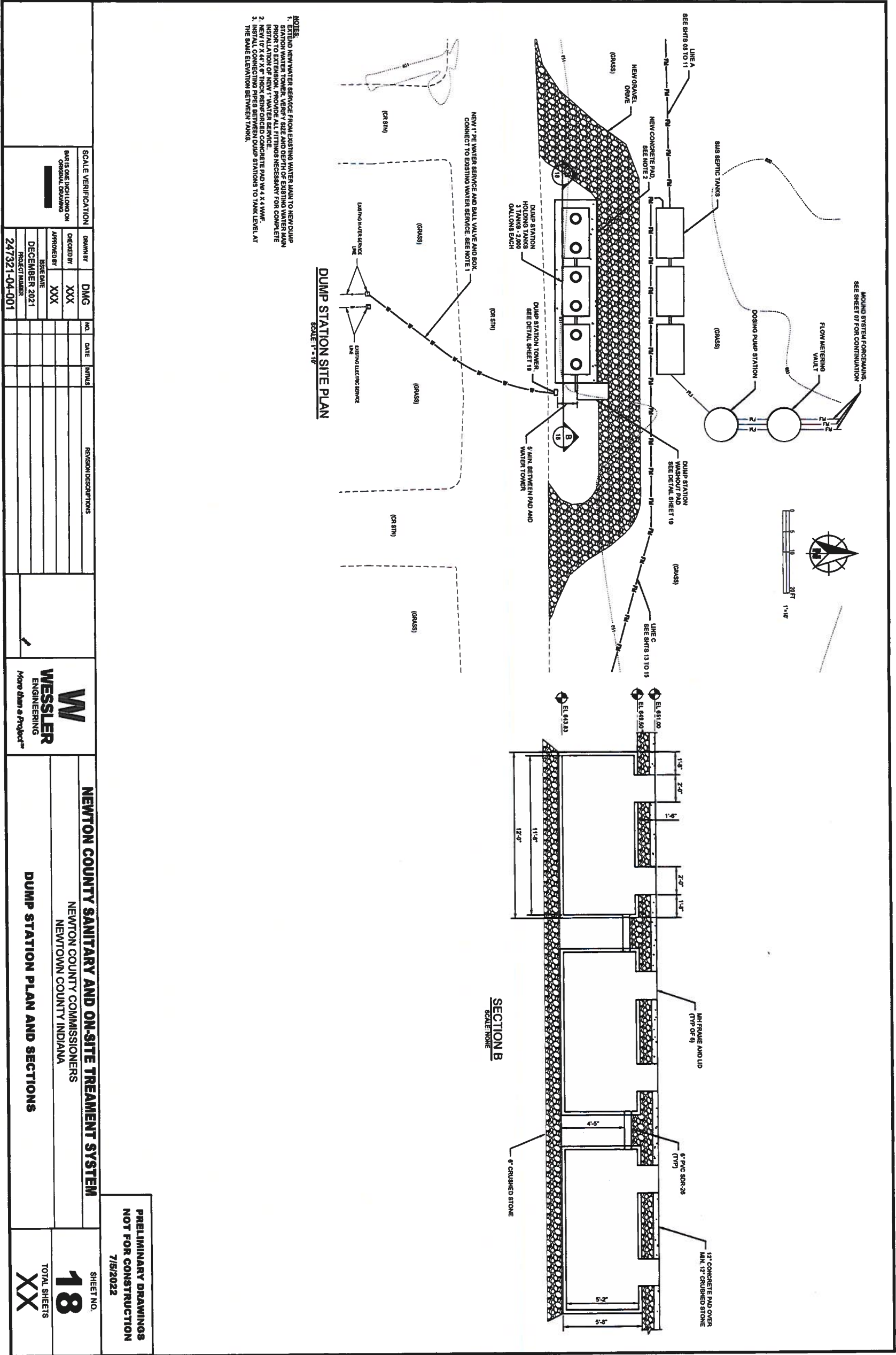
PLAN - LINE C
SCALE 1"=40'

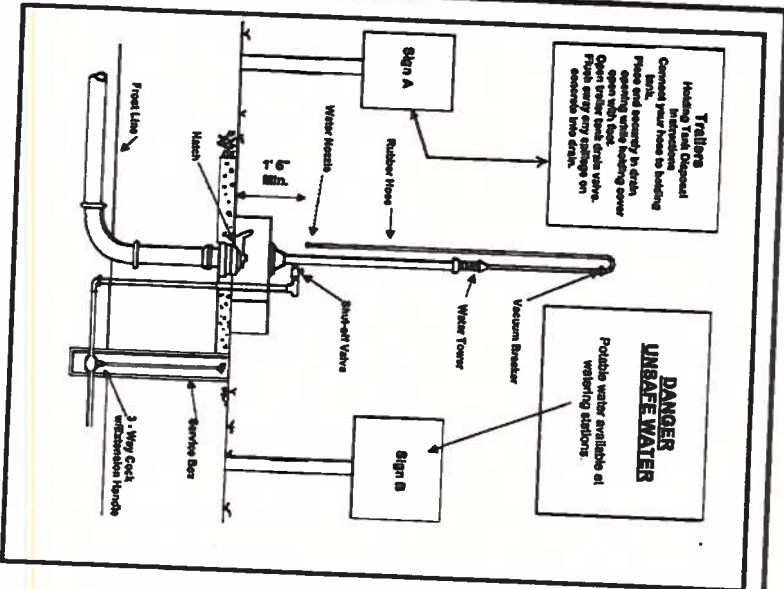


PROFILE - LINE C
HORIZ SCALE 1"=40'
VERT SCALE 1"=8'

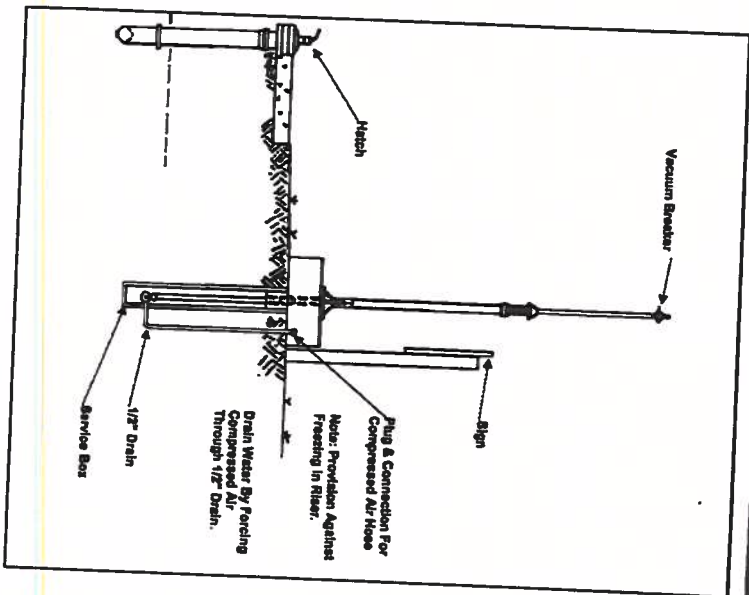
										SCALE VERIFICATION										REVISION DESCRIPTIONS																				NEWTON COUNTY SANITARY AND ON-SITE TREATMENT SYSTEM										SHEET 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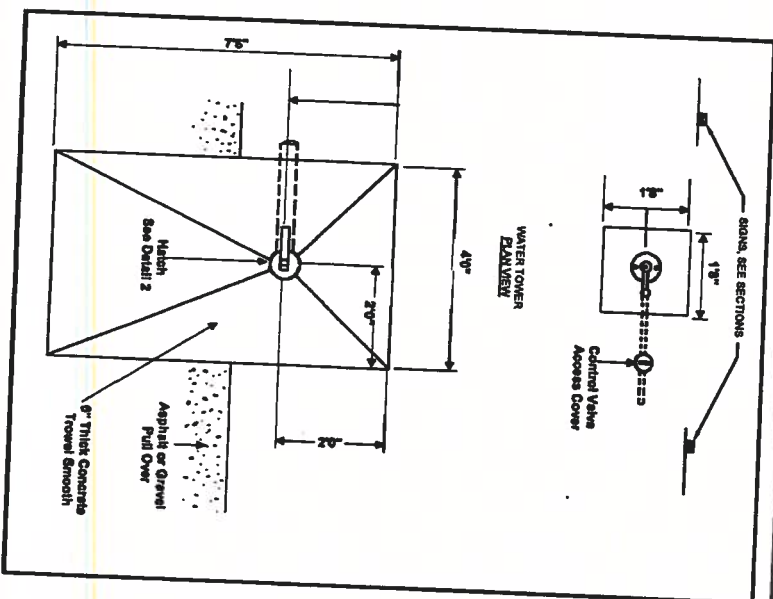




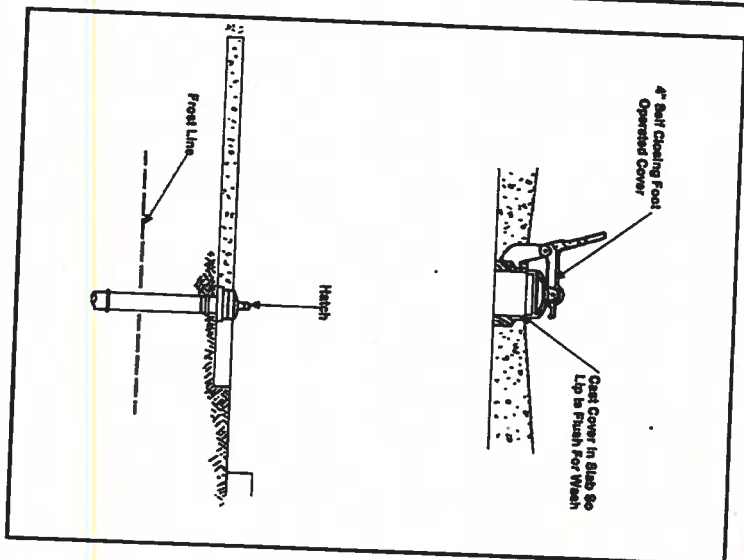
WATER TOWER SECTION NO. 1
SCALE: NONE



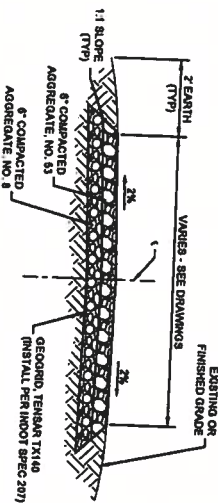
WATER TOWER SECTION NO. 2
SCALE: NONE



DUMP STATION WASH OUT PAD
SCALE: NONE



DUMP STATION WASH OUT DETAIL 2
SCALE: NONE



CRUSHED STONE DRIVE
SCALE: NONE

SCALE VERIFICATION				REVISION DESCRIPTIONS			
DRAWN BY	DMG	NO.	DATE	DATE	DATE	DATE	DATE
CHECKED BY	XXX						
APPROVED BY	XXX						
DATE	DECEMBER 2021						
PROJECT NUMBER	247321-04-001						
NEWTON COUNTY SANITARY AND ON-SITE TREATMENT SYSTEM				PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION 7/8/2022			
NEWTON COUNTY COMMISSIONERS NEWTON COUNTY INDIANA				SHEET NO. 19			
DUMP STATION DETAILS				TOTAL SHEETS XX			



Drawing: J:\Newton CAD\Projects\Q721 Newton County Fairgrounds\CADD\DWG\Sheet\Q721-4P.dwg | Layer: 20 | Plotted: 07/05/22 @ 11:55:31 | Last Saved By: CuroG

