

**Town of Georgetown
Regular Meeting
December 16, 2024
At 6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, Doug Wacker, and Matt Nolan. Also attending: Julia Keibler, Haley James, Travis Speece, Bob Woosley, Reny Keener, and Kristi Fox.

Approval of Minutes

Matt Nolan made a motion to approve the regular Town Council Meeting Minutes from November 18, 2024. Seconded by Brandon Hopf and approved 5-0.

Brandon Hopf made a motion to approve the Special Meeting Minutes from December 5, 2024. Seconded by Chris Loop and approved 5-0.

Agenda Items

Marci Lane Drainage Improvements Project - Bid Opening

The Town Council approved using ARP funds for this project. We received the following quotes:

1. Riley's Excavating : \$124,819.37 – Rock removal quote- \$300.00 p.c.y.
2. EZ Construction : \$372,785.00 – No rock removal quote
3. Libs Paving : \$129,429.00 – No rock removal quote
4. Excel Excavating : \$178,067.00 – Rock removal quote- \$300.00 p.c.y.
5. Merrell Bierman : \$159,711.00 -Rock removal quote- \$365.00 p.c.y.
6. Cornell Harbison : \$185,671.00 – Rock removal quote-\$400.00 p.c.y.
7. Temple & Temple : \$126,910.00 – Rock removal quote -\$300.00 p.c.y.
8. C & R Construction: \$102,525.00 – Rock removal quote- \$100.00 p.c.y.
9. Dirt Works - \$162,727.00 – Rock removal quote- \$150.00 p.c.y.

Bob Woosley recommends approval of C & R Construction's quote of \$102,525.00 with \$100.00 per cubic yard (P.C.Y.) for rock removal contingent upon Kristi Fox & Bob Woosley's review and approval and to allow Chris Loop to sign outside the meeting.

Chris Loop made the motion to approve the apparent lowest bid from C & R Construction for \$102,525.00 plus \$100.00 per cubic yard for rock removal and all change orders and to be paid with the ARPA Funds to cover up to \$120,000.00. Seconded by Matt Nolan and approved 5-0.

Mainstream ROW Permit

Mainstream is looking to do work through Town and has submitted a utility agreement that needs approval. The agreement has two parts, one part is open road cuts and the other is boring. Bob Woosley has reviewed the plans and figured they have about 58 bores. Bob Woosley has provided his written conditions on the agreement and has figured out the cost for the total project will be \$6,300.00.

- 58 bores @ \$100 each = \$5,800 and a \$500.00 administrative fee.

Doug Wacker made a motion to approve Mainstreams ROW Permit with the Town of Georgetown and to allow Chris Loop to sign the contract. Seconded by Matt Nolan and approved 5-0.

Mike Wilson from Mainstream will return the contract after it has been fully executed.

Clerk Treasurer- Julia Keibler

Asset management needs to be addressed from our audit. We will probably not start this project until March 2025.

Chris Loop made a motion to accept the agreement for asset management services with Larry Tippen CPA contingent upon Kristi Fox's review and approval of the contract with Mr. Tippen. Seconded by Brandon Hopf and approved 5-0.

Evan Shields has been working with us for new phones and internet at Town Hall, the Police Station and the Ballpark. A new contract was sent with the correct date on it. The requested changes have been made. It is a three-year contract and provisions if we wanted to change carriers. The utility shop is on Frontier for internet.

Jason Parrish made a motion to approve the Airespring Master Service Order Agreement for a three-year term for \$626.50 per month and a one-time fee of \$9.00. Seconded by Doug Wacker and approved 5-0.

We received the 1782 Notice from the DLGF and the budget was approved.

TIF Update/ Resolution- Nick Lawrence

The Wheatley Group presented a Resolution to the Council for approval. It is related to the establishment of a TIF district. This process started at the RDC board with a resolution that

established the parcels and the map to be included in the plan, as well as the plan that would go along with the TIF district. It was approved in November 2024 and then went in front of the Plan Commission. Their role was to confirm that the plan was in conformance with the comprehensive plan for the community. Approval was received at that meeting. Next the Town Council signs this resolution from the Plan Commission. If approved the next step will be back to the RDC for a public hearing and a confirmatory Resolution. There is also a tax impact statement being performed by Stone Municipal Group and will be distributed to all the overlapping taxing units 10 days in advance of the public hearing. This is something that we should be able to finalize in February of next year.

R-24-11, A Resolution Approving the Order of the Plan Commission and the Declaratory Resolution of the Georgetown Redevelopment Commission

Brandon Hopf made a motion to approve R-24-11, A Resolution Approving the Order of the Plan Commission and the Declaratory Resolution of the Georgetown Redevelopment Commission. Seconded by Chris Loop and approved 5-0.

Chief of Police -Travis Speece

Travis Speece gave a 2024 recap.

- Officer Lawson graduated from the Indiana Law Enforcement Academy Class Session on April 19, 2024.
- Megan Leftwitch began April 2024 and has conducted and completed an audit and inventory of documents dating from the late 1980's to current, to fall in line with the State of Indiana Retention Record Standard. She has provided a higher level of service for the public by being available during business hours and has modernized our department record-keeping procedures.
- Hired two new reserve officers. Travis Speece will bring them to the January meeting to meet.
- Over 50 criminal reports.
- 30 accident reports.
- 250 + calls of service/ assist other agencies.
- 500 + traffic stops.

Town Manager- Reny Keener

Grants

Lilly Foundation Grant: On hold until March 2025 for the amphitheater project. We are still eligible.

Southern IN Tourism Grant: We did not get approved for this grant for the pickle ball courts and the murals. Other projects scored higher than us.

Pumper Truck

The pumper truck has been used 81 times in November. The truck has saved the Town \$161,500.00.

Duke Energy Light Post Banners along State Road 64

Duke Energy has sent over a joint use agreement to add banner brackets to the street poles along State Road 64. The Council approved \$16,000.00 at the November meeting.

Doug Wacker made a motion to allow Chris Loop to sign the Duke Energy Agreement for \$0.00 to look at our street poles for future banners. Seconded by Jason Parrish and approved 5-0.

Events

Light Up Georgetown was December 7, 2024, at the Optimist Club. There were somewhere between 200 and 300 people in attendance. There will be some improvements for next year but overall, everyone seemed to enjoy it. Santa was there and people could take pictures with him. The goal will be to hold this event at the Ballpark, but it will take several years.

Readi 2.0

The Town is receiving \$1,499,163.00. This money is to be spent on Georgetown Park Improvements Playground to include the splashpad, playground, parking lot, and a bathroom facility. This does not include the amphitheater. Bob Woosley said that the playground and splashpad will probably cost \$1.9 million. We may need to make some cuts because there is not enough budget. We need to submit a source and uses form about how we are going to use the money and what we are going to commit as our match. We will have to spend the funds and then Readi will send us a reimbursement. Reny Keener will send the reimbursement contract over to Kristi Fox.

Chris Loop made a motion to approve matching \$1,000,000.00 for the Readi project and to allow Bob Woosley and Reny Keener to send the requested documents from the RDA and for this to be paid from German American, Fund 8821. Seconded by Doug Wacker and approved 5-0.

RDC Special Meeting for 1650 Georgetown – Lanesville Rd House

The RDC will hold a special meeting on December 23, 2024, at 6:00 P.M. to discuss approving demo work for this home. This home's condition is bad, and the home needs to be torn down

to allow the Town to move forward with the park project. The utility guys may be able to perform this work for a lower cost to the Town. The RDC owns this property.

OHM Advisor Contract

OHM assists the Town with the MS4 Program and reporting.

Chris Loop made a motion to approve the OHM contract. Seconded by Jason Parrish and approved 5-0.

Town Attorney – Kristi Fox

Nothing to report.

Town Engineer - Bob Woolsey

CCMG

We have officially closed out this grant. We are eligible for the next round and will be applying next month.

Bid Openings

Bob Woosley would like to open bids for the sidewalks and East & West Lift Station Wet Well Rehab projects in February.

Plan Commission

The Plan Commission will be meeting in January to discuss the proposed new zoning ordinance.

Redevelopment Commission

The RDC approved a few new grants and extensions.

Kristi Fox is unavailable to meet on the January meeting date. She would like to reschedule the meeting or move it until February.

New Business

River Hills Appointment

Chris Loop made a motion to reappoint Melanie Douglas to the River Hills Board as the Town's representative to the River Hills Board. Seconded by Jason Parrish and approved 5-0.

2025 Holiday & Meeting Schedules

The board would like to make some changes to the meeting schedule.

January Meetings:

- The RDC meeting in January will be cancelled.
- The BZA meeting in January will be moved to Wednesday, January 22, 2025, at 4:30.
- The Plan Commission meeting in January will be moved to Wednesday, January 22, 2025, at 5:30.
- The Town Council Meeting in January will be moved to Wednesday, January 22, 2025, at 6:30.

February Meetings:

- The RDC meeting in February will be moved to Monday, February 24, 2025, at 5:30.
- The Town Council Meeting in February will be moved to Monday, February 24, 2025, at 6:30.

Plan Commission Board members

Doug Wacker resigned his position, effectively immediately. Jason Parrish would like to take his spot.

Chris Loop made a motion to approve and accept Doug Wackers resignation and to appoint Jason Parrish to the Plan Commission in Doug Wacker's spot. Seconded by Doug Wacker and approved 5-0.

Nepotism Forms

There are two separate forms for each Town Council member that will need to be signed. Matt Nolan has already completed his.

2025 Salary Ordinance G-24-06

The approved salary increase is for 4% this year.

First Reading

Brandon Hopf made a motion to approve G-24-06, An Ordinance Fixing Salaries and Wages of Officers and Employees of the Town of Georgetown, Indiana for Calendar Year 2025. Seconded by Matt Nolan and approved 5-0.

Second Reading

Chris Loop made a motion to approve G-24-06, An Ordinance Fixing Salaries and Wages of Officers and Employees of the Town of Georgetown, Indiana for Calendar Year 2025. Seconded by Doug Wacker and approved 5-0.

Longevity Pay

This was adopted in the new handbook that was passed in January 2024. The chart will need to be revisited before next year.

Doug Wacker made a motion to approve the longevity pay as so indicated in the Employee Handbook for all current employees of \$16,000.00 and for this to be paid from the General Fund. Seconded by Brandon Hopf and approved 5-0.

Destination Georgetown

It has been a pleasure working with the Town. They have been working on their financials from the past year. Jeff McCaffrey has been working for Destination Georgetown and did the research on why it was designated as a private 401(3c) and not a public one. There has been a suggestion to make a name change instead of changing it from a private to a public. There are going to be new articles of incorporation. Destination Georgetown a Main Street Organization will be the new name. They would like to have funding in January so they can work on the budgeting process for Indiana Main Street. The funding was contingent based on the IRS information and should be turned into Julia Keibler.

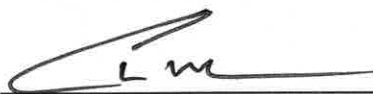
Claims Docket

Doug Wacker made a motion to approve the Claims Docket. Seconded by Chris Loop and approved 5-0.

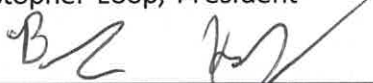
Adjournment

Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 5-0.

Minutes approved by:



Christopher Loop, President



Brandon Hopf, Vice President



Jason Parrish



Doug Wacker



Matt Nolan

Attest:


Julia Keibler, Clerk Treasurer

AGREEMENT FOR FINANCIAL AND ACCOUNTING CONSULTATION SERVICES

THIS AGREEMENT is made as of DECEMBER 16th, 2024, by and between the Town of Georgetown, a body corporate and politic ("the Town"), and Larry Tippin, CPA, a sole proprietor ("Consultant").

RECITALS

A. This Agreement acknowledges that the Town has secured the offer of Consultant to perform the accounting and financial services as described herein.

B. The Town desires to utilize the services of Consultant as an independent contractor for financial and accounting consultation for the Town.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience, training, education, and expertise.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

Scope and Level of Services. The Contractor will provide one or more of the following services, (collectively the "Services") when requested by the Town:

Assistance with updating records of Capital Assets owned by the Town and Town's Utilities, including Accumulated Depreciation computations, and any other related matters mutually agreed upon between the Town and The Contractor.

2. Term of Agreement.

This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been completed satisfactorily by Consultant. If so desired, Consultant agrees to update capital asset records in succeeding years under terms of this agreement.

3. Compensation. The Town agrees to compensate Consultant for its services at the rate of \$75 per hour and any incidental expenses agreed to between the Town and the Consultant. It is estimated that the services provided will encompass approximately 30 to 50 hours of service.

4. Standard of Performance. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. Status as Independent Contractor. Consultant is and shall at all times remain as to the Town, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees.

6. Confidentiality. Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all the Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

7. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

8. Insurance

Consultant shall at its own expense maintain in effect during the term of this contract the following insurance:

General Liability, including automobile coverage naming the Town as an Additional Insured and be given a 30-day notice of cancellation, non-renewal, or significant change of coverage.

Consultant's insurance shall be written on a "primary" basis and the Town's insurance program shall be in excess of all of Consultant's available coverage.

Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Town.

Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission, or act.

The Consultant shall provide to the Town Certificates of Insurance indicating the aforesaid coverage upon request.

9. Indemnification.

Consultant shall defend, hold harmless and indemnify the Town, its Council members, officers, employees, and agents, its constituent local public entities, and its constituent members' respective officers, employees, and agents (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

10. Termination. The Town shall have the right to terminate the services of Consultant at any time or for any reason upon 5 calendar day's written notice to Consultant. In the event this Agreement is terminated by the Town, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect, and Consultant shall have no other claim against the Town by reason of such termination, including, but not limited to, any claim for compensation.

11. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability, or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability, or sexual orientation.

12. Assignability; Subcontracting. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

14. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the Town of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

15. Nepotism. By signing this Agreement, Consultant certifies that:

Consultant is not a spouse, parent, stepparent, child, adopted child, stepchild, brother, sister, stepbrother, stepsister, brother by the half blood, sister by the half blood, niece, nephew, aunt, uncle, daughter-in-law or son-in-law of any town council member; and

If during the term of this contract a person is elected who is a relative of Consultant, Consultant will make a written disclosure of the relationship to the town council president.

16. Engaging in Activities with Iran. By signing this Agreement, Forney certifies he or she is not engaged in investment activities in the Government of Iran as described in I.C. § 5-22-16.5.

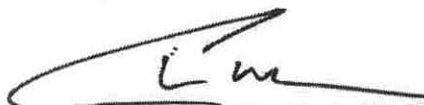
17. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"the Town"

ATTEST:

By:

 CHRIS LAP TOWN COUNCIL PRESIDENT
The Town

"Consultant"

Larry Tippin, CPA
A sole proprietor



November 11, 2024

Mr. Robert Woosley, PE
Town Engineer, Georgetown
9111 State Road 64
Georgetown, Indiana 47122

RE: Proposal for Professional Services - 2025
Georgetown Stormwater Program Support

Dear Mr. Woosley,

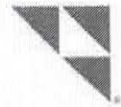
OHM Advisors (OHM) appreciates this opportunity to submit a proposal for professional services related to Georgetown's Stormwater Program Support needs. Our staff have served Georgetown, as well as surrounding communities throughout southern Indiana, for several years, on a variety of stormwater program and project-related efforts. OHM Advisors, comprised of over 750 professionals companywide, understands communities and strives to partner with them to develop and implement efficient, effective solutions. Our staff understand the challenges of stormwater program management, planning and financing strategies, GIS services, and capital improvement project designs and construction observation.

This letter provides an overview of the anticipated services, time schedule, fees, and Standard Terms and Conditions. For the purposes of this proposal, the term "Client" shall be the Town of Georgetown. All work proposed will be on a time and materials basis unless otherwise indicated. This will allow OHM to collaboratively address activities with the client and interested parties throughout these services supporting the Stormwater Program.

Stormwater Program Background & Overview

The MS4 Program was promulgated through amendments to the Clean Water Act and is based on the National Pollutant Discharge Elimination System (NPDES), the same system used to regulate wastewater plants, industrial sites, and other "point sources" discharging to rivers, lakes, and streams. Since 2003, it has been a requirement for Georgetown to address these state and federal regulations through the Phase II MS4 Program. The focus of the MS4 Program is addressing nonpoint source pollution in urban areas – essentially what is on the ground that is washed into our streams, creeks, rivers, and lakes every time it rains. On December 18th, 2021, IDEM approved and signed the new MS4 General Permit (INR040000), which contains the first major regulation changes since the original language was developed nearly two decades ago; we are currently in the fourth year of this five-year permit.

The MS4 Program requires the implementation of six minimum control measures (MCMs), including public education and outreach, public participation, illicit discharge detection/elimination, management of construction site runoff, management of post-construction site runoff, and good housekeeping of municipally owned facilities. Program performance is measured through periodic reporting and MS4 audits conducted by regulatory agencies. The MS4 Program can be best managed through proactive approaches like partnerships and efficient enhancements to existing activities.



Though Georgetown staff have been working to address many MS4 Program requirements, support of an outside specialist is beneficial to support new regulatory challenges, framework development, and implementation strategies. Such support may include MS4 Program audit support with regulatory agencies, investigation and response to illicit discharges, problems at construction sites, assistance with annual reports, employee training, lessons learned from other similar communities, or other issues. Tasks that have already been completed in response to the new permit include development and submittal of the Notice of Intent (NOI), Water Quality Characterization Report (WQCR), and Stormwater Quality Management Plan (SWQMP), and development of the draft Stormwater Management Ordinance. Tasks expected to be the focus of this upcoming year will be the finalization of Stormwater Technical Design Standards, employee training, training for developers/contractors, assistance with the MS4 annual report, development of educational materials, providing technical review of upcoming permit details and continued GIS support.

Scope of Services

MS4 PROGRAM SUPPORT ITEMS

OHM will provide support on a time and materials basis when requested by Georgetown. Based on our staff's past work with Georgetown, MS4 permit initiatives, and directives announced by the state regulators, the following activities are anticipated in the immediate future to support and enhance MS4 Program measures:

- Southern Indiana Stormwater Advisory Committee (SWAC): The SWAC is a regional partnership currently comprised of nine (9) communities, whose goal is to guide stormwater quality programs in a cost-effective, consistent, and efficient manner. Tasks typically include: develop topics/content for and lead four (4) SWAC meetings each year, manage and produce documentation and educational resources (brochures, guidebooks, etc.) developed by the SWAC, develop additional materials and update existing materials to meet new requirements, website management, maintain online social media sites, support public education and outreach initiatives, remain apprised of IDEM priorities and program directives. As part of this partnership, the SWAC will set up a regional training session at least once each year. Costs of programmatic activities that are common to the (9) SWAC communities, along with any direct expenses (SWAC purchases, website subscriptions, etc.) are shared on prorated population basis, as shown below.

o SWAC Expense Breakdown by membership

#	Community	2020 Census	SWAC %
1	Clarksville, Town of	22,333	11.0%
2	Madison, City of	12,357	6.1%
3	Sellersburg, Town of	9,310	4.6%
4	Floyd County	37,649	18.5%
5	New Albany, City of	37,841	18.6%
6	Oak Park Conservancy District	5,379	2.6%
7	Jeffersonville, City of	44,068	21.7%
8	Georgetown, Town of	3,805	1.9%
9	Clark County	30,582	15.0%
TOTALS		203,324	100.0%



- **MS4 Annual Report Assistance:** A review and summary of Georgetown's MS4 Program progress must be submitted to IDEM MS4 regulators by April 1st, 2025. OHM will provide language for regional activities, such as the Stormwater Advisory Committee, that Georgetown can include in their report. OHM will also assist with providing wording, data analysis, and documentation review specific to Georgetown.
- **MS4 Permit Initiatives:** In addition to regional initiatives through the SWAC, OHM Advisors may assist with Georgetown -specific activities such as: developing written procedures for construction site inspection tracking, operational and maintenance (O&M) plan for all stormwater structural measures owned/operated by the Town, and post-construction BMP inspections; annual employee training; reviewing and updating data of the stormwater system including outfalls; assist with surface visual inspections of at least 15% of the mapped stormwater system; assist with SVAP (stream visual assessment protocols) implementation; provide GIS data and technical equipment support for stormwater data collection efforts; and perform annual facility inspections.
- **Technical Design Standards:** With the new permit requirements for the Indiana MS4 Permit and the Construction Stormwater General Permit (INRA00000), revisions to existing ordinances are currently being finalized. Alongside the new ordinance, the revisions to current stormwater design standards are also required and will be included in this scope of work.
- **GIS Services:** OHM is available to as assistance with system mapping, including support for data collection equipment setup, merging databases, data collection cleaning/edits, and transferring system information from as-builts into GIS.

ADDITIONAL MS4 & STORMWATER PROGRAM SUPPORT SERVICES

Other situations may arise for Georgetown that OHM is prepared to support, on a time and materials basis. These efforts could include:

- Additional procedural changes as a result of permit revisions and feedback from IDEM;
- Georgetown Stormwater Board meetings participation and presentations;
- MS4 Program audit preparation, participation, and support;
- Municipal employee training;
- IDEM and other regulatory agency coordination;
- Stormwater program funding sustainability analyses, user fee evaluation, long-term funding strategies, etc.;
- Field investigation support (i.e., illicit discharges, active construction sites, flooding/standing water, etc.);
- Field data collections, conditions assessments, and asset mapping (i.e., stormwater system mapping updates, data for planning, maintenance initiatives, and conceptual design, etc.);
- Stormwater quantity management support (i.e., drainage capacity issues, etc.);
- Conceptual plan development, project cost projections, alternatives analyses, value engineering;
- Permitting assistance – state and federal permits (401/404, etc.);
- Improvement project design, bidding support, contractor coordination, construction observation, etc.
- Other services when requested and agreed upon by both parties.



Responsibilities of Client

The CLIENT will provide historical materials and documentation on activities currently being implemented to support stormwater program measures and develop materials for designs and related services.

Additional Services

The CLIENT may request additional services that are not included with the original Scope of Services. OHM Advisors will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

Schedule

OHM is available immediately upon approval and execution of this Letter Proposal. Services will be provided, when requested, throughout the remainder of 2024 and entirety of 2025, as available budget allows.

Fee

We will perform the above services on a time and materials basis, per the attached Hourly Rate Schedule (Exhibit 1). The contract limit is \$5,000. We will not exceed the contract limit without the CLIENT's prior approval. Invoicing will be performed monthly and include a summary of activities performed during the billing period.



Acceptance

If this proposal is acceptable to you, a signature on this letter of acceptance will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact Steve Emly by email at steve.emly@ohm-advisors.com or by phone at (502) 693-1437. Thank you allowing us to continue to be of service., and we look forward to working with you on this project.

Orchard, Hiltz, & McCliment, Inc.

CONSULTANT



Steve W. Emly, PE

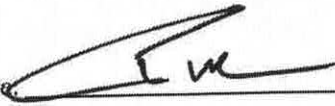
Principal

11/11/2024

Town of Georgetown, Indiana

CLIENT

Signature



Name:

CHRIS LOOP

Title:

TOWN COUNCIL PRESIDENT

Date:

12-16-2024

Attachments: 2023 KY/IN Rate Schedule

Cc: R. Keener, Georgetown Town Manager
C. Cunningham, OHM
R. Korthals, OHM

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Kentucky firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Kentucky will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS' preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$152.00
Project Specialist III	\$180.00
Project Specialist II	\$160.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$140.00
Graduate Engineer I	\$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$115.00
Technician IV	\$148.00
Technician III	\$130.00
Technician II	\$115.00
Technician I	\$96.00
Engineering / Architectural / Interior Design Aide	\$75.00
Professional Surveyor III	\$170.00
Professional Surveyor II	\$158.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$128.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
Surveyor Aide	\$75.00
Planner IV	\$163.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$72.00
Graphic Designer	\$120.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00

AIRESPRING
MASTER SERVICE ORDER AGREEMENT
10/24/2024

(This MSOA is valid if signed by the Customer on or before 1/31/2025)

CUSTOMER: The Town of Georgetown, Indiana
OMR #:
Channel Mgr: Terri O'Leary
Agent: Evan Shields
Agent ID: TDM0022
Solutions Engineer:
Submitted by: Terri O'Leary

CUSTOMER BILLING ADDRESS:

Street: 9111 State Rd. 64 P.O. Box 127
City: Georgetown
State: IN
ZIP Code: 47122

CUSTOMER CONTACT:

Name: Julia Keibler
Title: City Treasurer
Phone: 812-951-3012
Email: julia.keibler@georgetown.in.gov

TECHNICAL/VENDOR CONTACT:

Name: Evan Shields
Title: City Consultant
Phone: 502-338-7646
Email: evan.shields@shieldedsolutions.com

BILLING CONTACT:

Name: Julia Keibler
Title: City Treasurer
Phone: 812-951-3012
Email: julia.keibler@georgetown.in.gov

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.

Customer Initial: 

Agent: Evan Shields

City Hall - 9111 STATE ROAD 64, GEORGETOWN IN 47122-8978 (812-501)

Proposal: 377713-1124762533-001

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
5	Cloud Business Phone System - Business Seat (Self Install) - 3-Year Term Award winning, full-featured cloud phone system, featuring Voicemail, Find Me / Follow Me, Online Portal, and more.	\$13.50	\$0.00	\$67.50	\$0.00
1	Usage Bundle - Unlimited Outbound & 2,500 Toll Free Minutes	\$10.00	\$0.00	\$10.00	\$0.00
4	IP Phone - Yealink T46U - 3-Year Term 16-Line Gigabit IP Phone (Supports PoE - Does not include power adapter)	\$269.00	\$0.00	FREE	\$0.00
1	IP Phone - Yealink W76P - 3-Year Rental Term IP DECT Phone Bundle -- Includes the W56H Handset and the W70B Base Station.	\$7.00	\$0.00	\$7.00	\$0.00
5	Inbound Caller Name (CNAM) - All Lines, Trunks or Seats must be subscribed. - Month-Month Term Inbound CNAM displays an incoming caller's name and phone number.	\$1.00	\$1.00	\$5.00	\$5.00
1	Outbound Caller Name (CNAM) - Month-Month Term Outbound CNAM is a feature that displays your name on the Caller ID display of the called party.	\$1.00	\$1.00	\$1.00	\$1.00
1	Test and Turn Up - 3-Year Term AireSpring provides an on-site technician to test the physical circuit, install and configure AireSpring-supplied hardware and AireSpring service to make sure that they are performing to specifications. Technician will not configure or test Customer-supplied equipment / Customer Premise Equipment (CPE). Includes up to 2 hours of labor. Travel is also included if the customer's location is within 30 driving miles of a state capital or a city that has a population of 200,000+, unless separately quoted otherwise. Additional labor fee: \$125 per hour (billed in 15 minute increments). Test and Turn up will take place during standard business hours: 8 AM to 5 PM Local Site Time, Monday through Friday, except Federal holidays. Additional charges for non-standard business hours and expedited Test and Turn up must be quoted and will require pre-approval by the customer. Any cancellation less than 24 hours prior to a Test and Turn up dispatch will be charged a same-day Cancellation Fee of \$300.00 per circuit. Parking and toll charges will be billed at cost. Union escort and union work charges and other pass through charges will be billed at cost plus 10%. If the installation Field Engineer arrives on site and is turned away by the customer, is denied access to the MPOE or Demarc location or begins the installation and is then instructed by the customer to not complete the installation, a minimum site visit fee of \$200 per circuit will still	\$8.00	\$0.00	\$8.00	\$0.00

be charged. In such cases, a separate full Test and Turn up fee will be charged if a Field Engineer is dispatched a second time to complete the installation.

1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$98.50	\$6.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Broadband - 300 Mbps / 10 Mbps - Loop - Spectrum	FREE	\$0.00
1	Internet Broadband - 300 Mbps / 10 Mbps - Port	\$142.00	\$0.00
1	IP Addresses - Spectrum (Cable): 2 (Usable: 1) - Month-Month Term	\$20.00	\$0.00
Connectivity Subtotal		\$162.00	\$0.00
Location Total		\$260.50	\$6.00

Police Dept. - 1636 HENRIOTT RD, GEORGETOWN IN 47122-9043 (812-501)

Proposal: 377713-1124762533-002

Customer Initial: 

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
2	Cloud Business Phone System - Business Seat (Self Install) - 3-Year Term Award winning, full-featured cloud phone system, featuring Voicemail, Find Me / Follow Me, Online Portal, and more.	\$13.50	\$0.00	\$27.00	\$0.00
1	Usage Bundle - Unlimited Outbound & 1,000 Toll Free Minutes	\$4.00	\$0.00	\$4.00	\$0.00
2	IP Phone - Yealink T46U - 3-Year Term 16-Line Gigabit IP Phone (Supports PoE - Does not include power adapter)	\$269.00	\$0.00	FREE	\$0.00
2	Inbound Caller Name (CNAM) - All Lines, Trunks or Seats must be subscribed. - Month-Month Term Inbound CNAM displays an incoming caller's name and phone number.	\$1.00	\$1.00	\$2.00	\$2.00
1	Outbound Caller Name (CNAM) - Month-Month Term Outbound CNAM is a feature that displays your name on the Caller ID display of the called party.	\$1.00	\$1.00	\$1.00	\$1.00
1	Test and Turn Up - 3-Year Term AireSpring provides an on-site technician to test the physical circuit, install and configure AireSpring-supplied hardware and AireSpring service to make sure that they are performing to specifications. Technician will not configure or test Customer-supplied equipment / Customer Premise Equipment (CPE). Includes up to 2 hours of labor. Travel is also included if the customer's location is within 30 driving miles of a state capital or a city that has a population of 200,000+, unless separately quoted otherwise. Additional labor fee: \$125 per hour (billed in 15 minute increments). Test and Turn up will take place during standard business hours: 8 AM to 5 PM Local Site Time, Monday through Friday, except Federal holidays. Additional charges for non-standard business hours and expedited Test and Turn up must be quoted and will require pre-approval by the customer. Any cancellation less than 24 hours prior to a Test and Turn up dispatch will be charged a same-day Cancellation Fee of \$300.00 per circuit. Parking and toll charges will be billed at cost. Union escort and union work charges and other pass through charges will be billed at cost plus 10%. If the installation Field Engineer arrives on site and is turned away by the customer, is denied access to the MPOE or Demarc location or begins the installation and is then instructed by the customer to not complete the installation, a minimum site visit fee of \$200 per circuit will still be charged. In such cases, a separate full Test and Turn up fee will be charged if a Field Engineer is dispatched a second time to complete the installation.	\$8.00	\$0.00	\$8.00	\$0.00
1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$42.00	\$3.00

Customer Initial: 

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Broadband - 300 Mbps / 10 Mbps - Loop - Spectrum	FREE	\$0.00
1	Internet Broadband - 300 Mbps / 10 Mbps - Port	\$142.00	\$0.00
1	IP Addresses - Spectrum (Cable): 2 (Usable: 1) - Month-Month Term	\$20.00	\$0.00
Connectivity Subtotal		\$162.00	\$0.00
Location Total		\$204.00	\$3.00

The Park - 9100 LOIS LANE, GEORGETOWN IN 47122 (812-501)
Proposal: 377713-1124762533-003

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Broadband - 300 Mbps / 10 Mbps - Loop - Spectrum	FREE	\$0.00
1	Internet Broadband - 300 Mbps / 10 Mbps - Port	\$142.00	\$0.00
1	IP Addresses - Spectrum (Cable): 2 (Usable: 1) - Month-Month Term	\$20.00	\$0.00
Connectivity Subtotal		\$162.00	\$0.00
Location Total		\$162.00	\$0.00

Total For All Locations

Monthly Fee: \$626.50

One-Time Fee: \$9.00

All orders are subject to engineering, pricing and facilities verification.

Minimum of \$250 MRC per account.

Notes: 3-year discounted phones may not exceed the number of 3-year seats selected. Customer may only order phones of the same brand.

Unless indicated, phones do not include a power supply.

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>
Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after Airespring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by Airespring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring or Airespring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays Airespring or Airespring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring or Airespring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes Airespring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by Airespring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN or Security services this Agreement shall automatically renew for successive one-year terms. For SD-WAN or Security services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN or Security services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ratio of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term for all International services, ii) one hundred percent (100%) of the MRCs for domestic loop/circuit charges for all of the months remaining in any applicable term, iii) one hundred percent (100%) of MRCs for all other domestic charges for the remaining months in the initial twelve months of the term, iv) eighty percent (80%) of the MRCs for all other domestic charges for the remaining months in months 13 - 24 of the term, and v) seventy percent (70%) of the remaining MRCs for all other domestic charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For services ordered with Customer Provided Connectivity or where no circuit is provided by Airespring for such services, Customer shall pay a cancellation fee of \$750 per location if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. A 20% restocking fee of the undiscounted, retail price of Airespring provided devices shall apply and be paid by Customer for all equipment returned unopened to Airespring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). Airespring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. Airespring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided.

FOR ALL LOCAL VOICE SERVICES (non LD SIP TRUNKING)

Airespring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by Airespring or that have been ported to Airespring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. Airespring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of Airespring's unlimited local, long distance, and SMS service plans and unreasonable overutilization of Airespring's facilities. Airespring's unlimited calling plans, which include both long distance and local, as well as SMS "unlimited calling plans" are intended solely for normal commercial use. Airespring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Airespring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. Airespring's Unlimited MaX SMS product likewise may not be used for excessive texting. See Airespring's Master Service Agreement for a complete list of prohibited uses. Airespring has other plans applicable for such applications and businesses. It will be considered outside of Airespring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes or text messages per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, Airespring shall apply a surcharge of up to \$0.04 per minute or text message of use to the number of minutes or text messages by which Customer's usage exceeds this normal usage.

All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and Airespring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Customer and Airespring hereby irrevocably submit to the personal jurisdiction of and consent to venue exclusively in any state or federal court sitting in the State of Indiana, Floyd County, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INTERNET CIRCUIT INFORMATION AND PRICING

Managed Router/Gateway Shipping & Handling (Ground Shipping): \$50.00 (Expedited Shipping Additional)

For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

DEMARC EXTENSION CHARGES

\$300.00 per T1 – includes up to 2 hours of labor and 100 feet of Cat5e cable.
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

*Paperless Billing: ☐ Yes ☐ No *Email Address (must be provided for Paperless Billing):

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Minimum of \$250 MRC per account.

CLOUD COMMUNICATION SERVICES: CLOUD BUSINESS PHONE SYSTEM

Toll Free Numbers (above 50)	MRC per Number	NRC per Number
	\$0.50	\$1.00
Includes 2 Hours of Remote Configuration and Training, which should be sufficient for Standard Configurations. Custom Configurations may take longer than the included 2 hours (Examples: Custom Auto-Attendant, Music on Hold, Multi-line Hunt Groups, Etc.) Configurations and Training exceeding the included 2 hours will be billed at \$150 per hour		
Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Voice Network. Customer should utilize alternative network options for such non-supported lines and for completion of inbound and outbound fax calls. Customer is required to identify in advance all such non-supported lines (fax, alarm, etc.) that will utilize Airespring service.		
Faxing: General, standard use faxing is supported; however VOIP (Voice over IP) services are not designed to support extremely heavy fax applications such as: fax blasting, fax aggregation systems, continuous and consistent high volumes of faxing, or a high volume of long faxes over 10 pages. Optimal results are achieved by connecting fax lines directly to an FXS analog port on Airespring provided equipment. Customer may be required to make adjustments to internal wiring to connect faxes to FXS ports.		
The NPA-NXX listed by location in this MSOA determines Local Number availability and portability.		
If Professional Install is included with seat, all Airespring provided phones will be installed by Airespring at the Customer's site (Customer Provided Equipment will not be installed by Airespring). Only applicable for New Orders.		

AIRESRING SUPPLIED IP PHONES

- AirePBX is only supported with Airespring supplied equipment.
- 3-year discounted phones may not exceed the number of 3-year seats selected.

- Customer may only order phones of the same brand (does not apply to conference phones)
- Unless indicated, phones do not include a power supply.

SALES TAX and OTHER SURCHARGES will be BILLED UPFRONT on any free phones.

S&H CHARGES
(Applies to All Phones)

Of Phones

1 to 3

Above 3

Ground Shipping

\$30.00

\$10 per phone

Additional Charges for
Expedited Shipping

*Airespring Warranty (Applicable to all rentals) – Device warranty is extended for the period of the customer's contract and is subject to Airespring's terms and conditions.

*Manufacturer Warranty (Applicable to all purchases) – Device warranty is covered under the manufacturer's warranty period and is subject to Airespring's terms and conditions.

*PURCHASE with 3 YEAR CONTRACT – Special offer only available for new service. Add-on service requires extension of all services under contract for 3 years from date of add-on.

*Sales Tax based on the Full Retail Purchase Price will apply.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Usable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
2PIF	Free	\$80	ICB	ICB	ICB	ICB	ICB	ICB
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	\$10	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	ICB	ICB	ICB	ICB
Armstrong (BB)	\$15	\$20	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Fiber)	Free	\$30	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Broadband)	Free	\$30	ICB	ICB	ICB	ICB	ICB	ICB
AT&T (ABC)	Free	Free	\$8	ICB	ICB	ICB	ICB	ICB
AT&T (DSL)	\$15	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Breezeline (Fiber)	Free	\$26	\$40	ICB	ICB	ICB	ICB	ICB
Breezeline (BB)	\$6	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Brightspeed (Fiber/BB)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$25	\$30	\$50	\$75	\$100	\$200	ICB
Comcast (Cable)	\$9.95	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Consolidated Communications	Free	\$20	\$52	\$116	ICB	ICB	ICB	ICB
Cox (Fiber)	Free	Free	\$50	\$100	N/A	N/A	N/A	N/A
Cox (Cable)	\$5	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Conterra (Fiber)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
FirstLight (Fiber)	Free	\$17	\$37	\$75	\$150	ICB	ICB	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (Fiber)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Geotek (Fiber)	Free	\$25	\$50	ICB	ICB	ICB	ICB	ICB
Logix	Free	Free	\$35	\$70	\$100	ICB	ICB	ICB
Mediacom	\$5	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Midco (Fiber)	Free	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Midco (Cable)	\$15	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Sparklight (Cable)	\$9.95	\$20	\$40	ICB	ICB	ICB	ICB	ICB
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	\$20	\$30	\$40	\$60	N/A	N/A	N/A	N/A
UPN (Fiber)	Free	\$32	\$64	\$128	\$256	\$512	ICB	ICB
Verizon (Fiber)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Vyre (Fiber)	Free	\$40	ICB	ICB	ICB	ICB	ICB	ICB
Vyre (Broadband)	\$9.95	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
WOW BB	\$12	\$18	\$33	ICB	ICB	ICB	ICB	ICB
Zayo	Free	\$65	\$85	\$120	\$225	\$435	\$655	ICB
Ziply (Fiber)	Free	\$20	N/A	N/A	N/A	N/A	N/A	N/A

Orders of up to 256 IP Addresses from AT&T Fiber, Lumen/Level3 Fiber, Verizon Fiber/IE, Frontier Fiber, and Ziply Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

Zayo: If adding an IPv4/v6 IP block after initial install there is a \$250 NRC charge on top of MRC (if applicable). For clarity, the \$250 NRC is applied once (not NxBlock Count)

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

IMPORTANT: AIRESPRING WILL IDENTIFY EACH NUMBER(S) ASSOCIATED WITH EACH LOCATION AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED BY LOCATION ON THIS MSOA FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

If there are any remote/offsite users or extensions so that additional 911 addresses are needed, a supplementary 911 form is required.

911 NOTICE – USE OF CUSTOMER INFORMATION

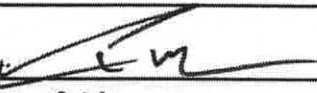
CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET. CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE; (C) SUSPENDED OR TERMINATED BROADBAND SERVICE, (D) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FOR THE EMERGENCY CENTER, KNOWN AS THE PUBLIC SERVICE ANSWERING POINT ("PSAP"), TO RECEIVE THE CUSTOMER'S CORRECT 911 ADDRESS INFORMATION, CUSTOMER MUST ROUTE THEIR 911 CALLS TO AIRESPRING USING DIDS WHICH ARE ASSIGNED BY AIRESPRING OR PORTED TO AIRESPRING AND SET UP BY AIRESPRING AS 911-ENABLED. IF CUSTOMER ROUTES 911 CALLS USING AIRESPRING 911-ENABLED DIDS TO ANOTHER PHONE COMPANY, THEN I) THE PSAP MAY NOT RECEIVE THE PROPER ADDRESS, AND II) THAT OTHER PHONE COMPANY MAY CHARGE CUSTOMER FOR SUCH CALL. ADDITIONALLY, 911 CALLS MUST BE ROUTED OVER A LOCAL TRUNK GROUP, NOT A LONG DISTANCE TRUNK GROUP TO AVOID CALL FAILURE. CUSTOMER MUST HAVE AT LEAST ONE 911-ENABLED AIRESPRING DID FOR EACH LOCATION, WITH THAT LOCATION'S CORRECT ADDRESS POPULATED IN AIRESPRING'S 911 DATABASE, FOR 911 DATABASE SERVICES TO OPERATE PROPERLY FOR DIDS UTILIZED AT THAT LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. SOME CUSTOMERS WILL HAVE THE ABILITY TO DIRECTLY UPDATE THEIR OWN E911 LOCATION VIA AN ONLINE PORTAL. CUSTOMER IS SOLELY RESPONSIBLE FOR SETTING THE E911 LOCATION ACCURATELY TO THE CORRECT PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WITH AIRESPRING. FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES: TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY PSAP PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER. CUSTOMER IS STRONGLY ADVISED TO AVOID USING INTERNAL EXTENSIONS THAT START WITH THE NUMBERS "9" OR "1" BECAUSE SUCH EXTENSIONS COULD BLOCK THE ABILITY TO REACH EMERGENCY SERVICE NUMBERS LIKE 911, 112, ETC, OR CAUSE THEM TO BE FALSELY DIALED. AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE FIFTY UNITED STATES OF AMERICA.

Please note – Letter of Agency (LOA) is required if Porting Local Numbers and should be submitted with a copy of a recent phone bill from your local provider

CONTACT & ACCOUNT INFORMATION

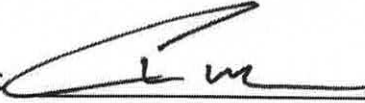
CUSTOMER NAME: The Town of Georgetown, Indiana				Billing Account Name (if different):			
SERVICE ADDRESS: [Address]				Billing Address (if different):			
CITY: [City]		*STATE: [State]	*ZIP: [ZIP]	City:		State:	ZIP:
SERVICE CONTACT/TITLE:				Billing Address Contact:			
PHONE:		FAX:		Phone:		FAX:	
CONTACT E-MAIL – IMPORTANT FOR CONTACT PURPOSES ONLY:				Contact Email – Important (For Contact Purposes Only):			
Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐							
FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):							
☐ CORPORATION		☐ GENERAL PARTNERSHIP		☐ LIMITED PARTNERSHIP		☐ LIMITED LIABILITY COMPANY	
☐ SOLE PROPRIETORSHIP		☐ NONPROFIT ORGANIZATION		☐ HOME BUSINESS		☐ OTHER:	
INCORPORATION DATE: /				*CURRENT SERVICE PROVIDER:			
STATE/COUNTRY:							
TYPE OF BUSINESS:				*YEARS IN BUSINESS:			
WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESALE PURPOSES?						☐ YES	☐ NO
Non-US company, Tax Identification Number:				Corporate Number (if applicable):			
Is Company under the ownership or control of another company? (If Yes, provide additional details)							

Customer Initial: 

Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.		
Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)		☐ Yes ☐ No
CREDIT INFORMATION		
OWNER/PARTNER NAME:	Social Security # (not FEIN): - -	
Owner/Partner Name:	Social Security # (not FEIN): - -	
Dun & Bradstreet Number:		
BANK INFORMATION		
BANK NAME:	*BANK PHONE NUMBER:	
BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:	
INTERNATIONAL USAGE		
OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? ☐ YES ☐ NO		*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
CERTIFICATION & AUTHORIZATION		
I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit https://airespring.com/service-terms/ for a complete and updated description of the terms of service.) I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.		
Signature of Applicant: 	*Printed Name of Applicant: CHRIS LOOP	
Date: 12 / 16 / 2024	*Title of Applicant: TOWN COUNCIL PRESIDENT	

Customer Initial: 

CUSTOMER:

Signature) By: 

CHRIS LOOP
Typed or Printed Name)

TOWN COUNCIL PRESIDENT
Title)

12-16-2024
Date)

Customer Initial: 

LICENSE

TO: Duke Energy Indiana, LLC

License No. _____

Date: _____

Town of Georgetown

hereinafter

referred to as Licensee, hereby requests permission to make, as of _____,
the following attachments to poles and fixtures owned by Duke Energy Indiana, LLC hereinafter referred
to as Licensor, at the rentals below stated and under the terms and conditions printed on Pages One and
Two attached and make a part hereof.

DETAIL OF ATTACHMENT

Location: _____

TYPE	See SPANS # :	RATE PER ANNUM	AMOUNT
Banners/Flags	24110TH1451DEI/Town of Georgetown Banner Request	0.00	0.00

TOTAL 0.00

FOR OFFICE USE SEE

NOTE: For any Licensee desired modification(s) to this License Agreement, including future pole additions and/or deletions, Licensee shall submit a written request to Licensor on Licensee's official letterhead for prior Licensor approval. Subsequent to Licensor's approval, Licensee will be notified and Licensee's official letterhead shall be attached hereto and incorporated into this License Agreement as Licensee's authorization for the desired modification(s) and billing purposes, as applicable. Licensee shall comply with this provision for any additions or deletions to the License Agreement or said additions or deletions shall be subject to removal or charges imposed upon Licensee.

12-16-24
DATE

Town of Georgetown

Licensee

By: _____

Chris Loop, Town Council President

The attachments described above may be made on the terms and conditions herein set forth.

12/19/24
DATE

Duke Energy Indiana, LLC

Licensor

By: _____

Kristi McCall, GM CD Resource Planning & Contracts

TERMS AND CONDITIONS

1. Licensee agrees to pay the Licensor for and maintain its attachments in accordance with the Licensor's rates, rules, terms, conditions or regulations applicable to such attachments, which shall as of the date of this License, or at any time during the period such attachments are maintained, be in effect as published in the Licensor's schedules or future supplements, amendments or revisions thereof, lawfully filed with the Indiana Utility Regulatory Commission.

2. This License shall become effective as of the date of execution by Licensor and shall continue for the next two years, provided:

- Licensor maintains the pole(s) in its (their) approximate location(s) as of the effective date of this License, and
- neither party terminates the License in accordance with Paragraph 3 below.

3. Either party may terminate this License at any time by giving written notice to the other specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date specified in the notice. Any notice mailed, addressed to Coordinator -Joint Use, Duke Energy Indiana, Inc., 329 E. Chestnut St., Corydon, Indiana 47112, shall be deemed notice to Licensor.

Any notice mailed addressed to: Chris Loop, Town Council President
9111 SR 64 PO Box 127
Georgetown, IN, 47122

shall be deemed notice to Licensee.

4. Licensee agrees to pay to Licensor the annual rental shown on Page 1 hereof. Annual rental for the initial year shall be paid on the effective date of the License. Annual rental for any subsequent year shall be paid on the anniversary date of this agreement.

5. Unless notice of termination is given by either party pursuant to Paragraph 3, above, this License shall automatically renew at the end of the second year as described in Paragraph 2 and at the end of each year thereafter until terminated pursuant to Paragraph 3 above.

6. Attachments by Licensee to the poles and fixtures of Licensor shall be made and maintained, at the sole expense of Licensee, in accordance with the current edition of the National Electrical Safety Code and any amendments or revisions which shall be made thereto, and in accordance with any lawful rules or orders now issued or that may hereafter be issued by any governmental unit. Attachments shall be made and maintained in such manner as will not conflict with the use, including maintenance, of said poles and fixtures by Licensor nor interfere with the working or use of its wires and equipment thereon or which it may from time to time place thereon. Licensee shall at any time, at its own expense, upon thirty days' written notice from Licensor, alter, improve, repair, replace, or relocate said attachments, in such a manner as Licensor may direct.

7. Licensor disclaims all liability for damages or injuries occurring to persons or property (the "Claims") that are caused by the negligence, intentional acts or omissions, wanton and willful misconduct, or failure to comply with the terms and conditions of this Agreement by Licensee, its employees, agents or contractors and Licensor reserves the right to pursue all actions available under contract, law or equity for reimbursement of any such Claims.

8. Licensee shall furnish Licensor with evidence of liability insurance satisfactory to Licensor.

9. Licensee shall not at any time make any attachments to the poles of Licensor without a permit therefore, nor shall it make any change in the location or use of its attachments without the consent in writing of Licensor.

10. Licensee shall not assign, transfer, or sublet any of the privileges described in the within application and License without the consent in writing of Licensor.

11. In the event it is necessary for any reason to replace or relocate a pole or poles upon which Licensee has made attachments under this License, including but not limited to replacement or relocation because of street improvement or because the said pole or poles become(s) inadequate because of loading or height requirements, Licensee shall, at its own expense and with either its own or contract forces, transfer attachments from old to new or relocated poles. Should it be necessary for Licensor to rearrange its equipment on a pole or to replace or relocate a pole in order to permit the attachment of Licensee in accordance with the specification of Licensor, Licensee shall reimburse Licensor for all the expense it may incur in so rearranging its equipment or in replacing the pole or poles.

12. In connection with installation, maintenance, and removal of its attachments, Licensee shall comply with all federal, state, and local laws and assume all cost and responsibility in connection therewith, without any liability on the part of the Licensor.

13. The making, execution, and delivery of this License by Licensor has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This License embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

14. Licensor does not warrant or represent that its pole and/or fixture installation(s) are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this License.

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

THIS AGREEMENT is by and between Town of Georgetown ("Owner") and
C&R Construction and Consulting, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Heritage Engineering.
- 3.02 The Owner has retained Heritage Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. All work must be completed within 180 days of Notice to Proceed. The Work will be substantially completed on or before 05/17/2025, and completed and ready for final payment on or before 06/17/2025.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1. Substantial Completion: Contractor shall pay Owner \$ N/A for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ N/A for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ N/A for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$102,525.00.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of N/A percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

- such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 1, inclusive).
 - 3. Payment bond (pages 1 to 1, inclusive).
 - 4. Drawings (not attached but incorporated by reference) consisting of Sheets 1-5 with each sheet bearing the following general title: Marci Lane Drainage Project
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 1, inclusive).
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on 12/19/2024 (which is the Effective Date of the Contract).

OWNER:

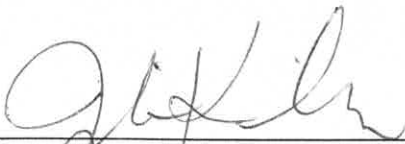
Town of Georgetown

By:


Chris Loop

Title: Town Council President

Attest:



Title:

Clerk Treasurer

Address for giving notices:

Town of Georgetown

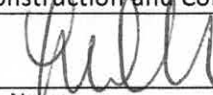
P.O. Box 127

Georgetown, IN 47122

CONTRACTOR:

C&R Construction and Consulting, LLC

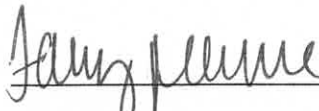
By:


Name

Title:

CEO

Attest:



Title:

Oppie Mangin

Address for giving notices:

598 Schwartz Rd NW

Corydon, IN 47112

License No.:

N/A
(where applicable)