**CHANGE ORDER NO.:** 9

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

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

Description: Additional Sludge Removal, NIPSCO Guy Wire Delay

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

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


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Town of Bristol
WWTP Improvements Project
Change Order #9

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

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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October 20, 2026

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

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

Dear Mr. Yoder:

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

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

Recommendation

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

- Additional Sludge Removal
- NIPSCO Guy Wire Delay

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

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

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

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

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

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**



Amy Mendoza, P.E.

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

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

# CHANGE ORDER SUMMARY MEMORANDUM

**DATE:** October 20, 2026

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

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

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

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

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

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

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

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

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

# ADDITIONAL SLUDGE REMOVAL ATTACHMENT

Thanks,

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

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

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

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

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

CROSBY CONSTRUCTION
Established 1963

*Russell Jacobs*
*Vice President*

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

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

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

# GUY WIRE DELAY ATTACHMENTS

CROSBY
CONSTRUCTION

June 29, 2026

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

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

Dear Ms. Mendoza,

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

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

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

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

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

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

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

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

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

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

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

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

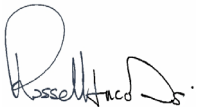
The unresolved utility relocation has directly impacted demolition operations and continues to adversely affect the overall project sequencing. These delays are beyond the control of R. E. Crosby, Inc. and are attributable solely to the outstanding utility relocation.

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

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

Sincerely

R. E. Crosby, Inc.



Russell L Jacobs
Vice President

CROSBY
CONSTRUCTION

September 30, 2026

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

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

Dear Ms. Mendoza,

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

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

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

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

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

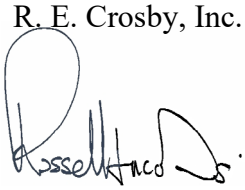
This requested adjustment is intended to account for the time lost as a result of circumstances outside of Crosby Construction's control, including the rescheduling of manpower, subcontractors, and to provide an equitable adjustment to the Phase II completion date. Accordingly, Crosby respectfully requests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

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

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

Sincerely,

R. E. Crosby, Inc.



Russell L Jacobs
Vice President