



TOWN COUNCIL REGULAR MEETING

Thursday, February 19, 2026 at 7:00 PM
Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF INVOICES

6. APPROVAL OF MINUTES

- a. Approval of the Council meeting minutes from February 5, 2026 and the work session on February 17, 2026.

REPORTS

Marshal Priem presentation

7. TOWN MANAGER

- a. Reith Riley pay application for \$57,852.11 close-out for CCMG 2025-1
- b. SRF disbursement 45 for Commonwealth engineering services \$35,888
- c. SRF disbursement 46 to Crosby 350,020 and \$18,422 to retainage fund
- d. SRF disb #51 Phoenix Fabricators \$61,732 w/ \$3,249 retainage
- e. SRF disb #52 JPR \$12,155
- f. Homecoming Request - Cathy Burke
- g. Project updates
 - 1. Great lakes office building
 - 2. Well field work
 - 3. INDOT/RR construction phases

RR will be providing residents with contact person if there are questions
RR will personally notify property owners of work to be done in front of their property
Access to all streets, businesses, parking areas will remain open during construction -
except when open cut work is being completed.
Opera House

[h.](#) Hometown Summer Nights/ Farmers Market - Jill Swartz

8. CLERK-TREASURER

[a.](#) public hearing to take comments on Ordinance No. 2.19.2026-1 Additional Appropriation request in the amount of \$356,164.65 CCMG 2025-1 project followed by Motion to approve Ordinance No. 2.19.2026-1

[b.](#) amending Notice to Taxpayers of Additional Appropriation that was approved last meeting
Motion to amend Ordinance No. 3.5-2026-4, publish and move to second reading \$1,629,134

9. TOWN MARSHAL

10. FIRE CHIEF

[a.](#) Feb Report

11. PARK BOARD

[a.](#) February Park Board report

12. TOWN ATTORNEY

[a.](#) Raber agreement

[b.](#) Other items

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

[a.](#) Please state your name and address | 3-minute guideline for comments

14. TOWN COUNCIL DISCUSSION ITEMS

[a.](#) Doug DeSmith

[b.](#) Dean Rentfrow

[c.](#) Cathy Burke

[d.](#) Gregg Tuholski

[e.](#) Jeff Beachy

NEXT MEETINGS:

**March 5: Executive session at 6:30pm, followed by Council meeting. Annexation public hearing |
Development standards overlay consideration.**

15. MOTION TO ADJOURN

PAYMENT APPLICATION

TO: Town of Bristol PO Box 122 Bristol, IN 46507 Attn:	PROJECT 3700170 NAME AND LOCATION: 2025-1 Community Crossings Project Various Streets Bristol, IN 46507	APPLICATION # 3 Final PERIOD THRU: 02/16/2026 PROJECT #s: DATE OF CONTRACT: 06/24/2025	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: Rieth-Riley Construction Co., Inc. 25200 State Raod 23 South Bend, IN 46614	ARCHITECT:		
FOR: 2025-1 Community Crossings Project			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$474,886.20
2. SUM OF ALL CHANGE ORDERS	\$103,634.90
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$578,521.10
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$578,521.10
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$578,521.10
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$520,668.99
8. PAYMENT DUE	\$57,852.11
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$234,734.40	(\$131,099.50)
Total approved this month	\$0.00	\$0.00
TOTALS	\$234,734.40	(\$131,099.50)
NET CHANGES	\$103,634.90	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Rieth-Riley Construction Co., Inc.

By: [Signature] Date: 2/16/2026

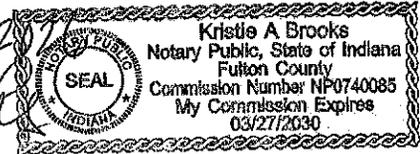
State of: IN
 County of: St. Joseph

Subscribed and sworn to before

me this 16th day of February 2026

Notary Public: Kristie A Brooks

My Commission Expires: 3-27-2030



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$57,852.11

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature: Michael Voll]
 By: [Signature] Date: 02/17/2026

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

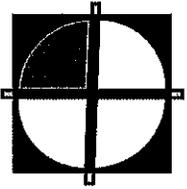
Section 7, Item a.

PROJECT: 3700170
2025-1 Community Crossings Project

APPLICATION #: 3 Final
DATE OF APPLICATION: 02/16/2026
PERIOD THRU: 02/16/2026
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD		G TOTAL COMPLETED AND STORED (D + E + F)	G % COMP. (G / C)		
1	See Attached for Breakdown by	\$474,886.20	\$343,786.70	\$0.00	\$0.00	\$343,786.70	72%	\$131,099.50	\$0.00
2	CO 1 - Deduct Elkhart Street	(\$131,099.50)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$131,099.50)	\$0.00
3	CO 1 - Add St Joseph Street	\$230,820.40	\$230,820.40	\$0.00	\$0.00	\$230,820.40	100%	\$0.00	\$0.00
4	Quantity Overruns	\$3,914.00	\$3,914.00	\$0.00	\$0.00	\$3,914.00	100%	\$0.00	\$0.00
TOTALS		\$578,521.10	\$578,521.10	\$0.00	\$0.00	\$578,521.10	100%	\$0.00	\$0.00



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

Town of Bristol
303 E. Vistula Street
Bristol, IN 46507

Invoice number 65572
Date 01/28/2026

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through December 31, 2025

Task Order 2022-01 signed 10/20/22

Task Order 2023-03 signed 09/21/23

Task Order 2024-02 signed 08/15/24

Email invoices to Amy Mendoza and Jody Alvis to prepare SRF Disbursement Forms.

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
REGULATORY ASSISTANCE	31,000.00	100.00	31,000.00	31,000.00	0.00
AIS COMPLIANCE	10,300.00	100.00	10,300.00	10,300.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	100.00	42,000.00	42,000.00	0.00
EROSION CONTROL	10,300.00	100.00	10,300.00	10,300.00	0.00
O&M MANUAL	50,000.00	90.00	40,000.00	45,000.00	5,000.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	100.00	18,800.00	18,800.00	0.00
ARCHITECTURAL DESIGN	45,860.00	100.00	45,860.00	45,860.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	100.00	23,180.00	23,180.00	0.00
Total	231,440.00	97.84	221,440.00	226,440.00	5,000.00

Startup Assistance

Professional Fees

	Hours	Billed Amount
Operations Specialist	20.50	3,547.11
Professional Fees subtotal	20.50	3,547.11
Startup Assistance subtotal		3,547.11

Labor Standards Monitoring

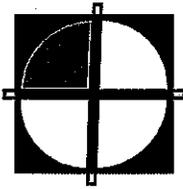
Professional Fees

	Hours	Billed Amount
Clerical II	0.25	27.71
Professional Fees subtotal	0.25	27.71
Labor Standards Monitoring subtotal		27.71

Invoice total **8,574.82**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
FIELD WORK/SURVEY	15,000.00	15,000.00	15,000.00	0.00	0.00
STARTUP ASSISTANCE	30,000.00	4,775.89	8,323.00	21,677.00	3,547.11
REGULATORY ASSISTANCE	31,000.00	31,000.00	31,000.00	0.00	0.00
AVIS COMPLIANCE	10,300.00	10,300.00	10,300.00	0.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	42,000.00	42,000.00	0.00	0.00
EROSION CONTROL	10,300.00	10,300.00	10,300.00	0.00	0.00
FINANCIAL/LEGAL ASSISTANCE	4,700.00	4,695.03	4,695.03	4.97	0.00
O&M MANUAL	50,000.00	40,000.00	45,000.00	5,000.00	5,000.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	18,800.00	18,800.00	0.00	0.00
ARCHITECTURAL DESIGN	45,860.00	45,860.00	45,860.00	0.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	23,180.00	23,180.00	0.00	0.00
LABOR STANDARDS MONITORING	70,000.00	17,804.90	17,832.61	52,167.39	27.71
Total	351,140.00	263,715.82	272,290.64	78,849.36	8,574.82



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Town of Bristol
303 E. Vistula Street
Bristol, IN 46507

Invoice number 65573
Date 01/28/2026

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through December 31, 2025

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

Task Order 2024-02 signed 08/15/24

Email invoices to Amy Mendoza and Jody Alvis to prepare SRF Disbursement Forms.

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
PRELIMINARY DESIGN	512,000.00	100.00	512,000.00	512,000.00	0.00
FINAL DESIGN	417,000.00	100.00	417,000.00	417,000.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	100.00	34,300.00	34,300.00	0.00
Total	963,300.00	100.00	963,300.00	963,300.00	0.00

Construction

Consultant

	Billed Amount
Architectural Consultant	
CMID, Inc.	379.50
Consultant subtotal	379.50
Construction subtotal	379.50

Additional Resident Project Representative

Professional Fees

	Hours	Billed Amount
Designer I	8.00	1,134.96
Resident Project Representative II	152.00	20,205.36
Construction Manager	1.00	223.34
Professional Fees subtotal	161.00	21,563.66

Reimbursable Expenses

	Units	Billed Amount
Subsistence		799.25
Miles	2,029.00	1,633.35
Lodging & Travel		2,936.98
Reimbursable Expenses subtotal		5,369.58

Additional Resident Project Representative subtotal 26,933.24

Invoice total **27,312.74**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	51,294.94	51,294.94	5.06	0.00
CONSTRUCTION	140,000.00	120,222.79	120,602.29	19,397.71	379.50
ADDITIONAL CONSTRUCTION ENGINEERING	70,000.00	69,998.04	69,998.04	1.96	0.00
RESIDENT PROJECT REPRESENTATIVE	255,000.00	255,000.00	255,000.00	0.00	0.00
ADDITIONAL RESIDENT PROJECT REPRESENTATIVE	300,000.00	197,224.86	224,158.10	75,841.90	26,933.24
Total	1,779,600.00	1,657,040.63	1,684,353.37	95,246.63	27,312.74



February 12, 2026

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

**RE: Job Number S22145
WWTP Improvement Project
Contractor's Application for Partial Payment No. 19**

Dear Mr. Yoder:

Enclosed, please find the Contractor's Application for Partial Payment No. 19 for the WWTP Improvements Project.

Commonwealth has reviewed the Contractor's Application for Payment and finds it to be complete and accurate. Therefore, Commonwealth recommends payment to Crosby Construction as follows:

- **Contractor Payment, Application No. 19: \$ 350,019.90**

Commonwealth recommends payment to the project retainage account as follows:

- **Retainage Withheld, Application No. 19: \$ 18,422.10**

For summary reference purposes, the current record of recommended payments (including this recommendation) is:

Mike Yoder
Town of Bristol
Page 2 of 2
February 12, 2026

Partial Payment No.	Payment to Contractor	Retainage Withheld	Total
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
2 (08/2024)	\$274,468.30	\$14,445.70	\$288,914.00
3 (09/2024)	\$1,326,624.87	\$69,822.36	\$1,396,447.23
4 (10/2024)	\$727,739.90	\$38,302.10	\$766,042.00
5 (11/2024)	\$705,049.16	\$37,107.85	\$742,157.01
6 (12/2024)	\$746,978.18	\$39,314.64	\$786,292.82
7(01/2025)	\$422,687.38	\$22,246.70	\$444,934.08
8 (02/2025)	\$801,200.19	\$42,168.43	\$843,368.62
9 (03/2025)	\$403,436.03	\$21,233.48	\$424,669.51
10 (04/2025)	\$1,894,449.86	\$99,707.89	\$1,994,157.75
11 (05/2025)	\$2,124,226.54	\$111,801.40	\$2,236,027.94
12 (06/2025)	\$1,009,196.72	\$53,115.62	\$1,062,312.34
13 (07/2025)	\$1,052,058.88	\$55,371.52	\$1,107,430.40
14(08/2025)	\$1,563,783.96	\$82,304.42	\$1,646,088.38
15 (09/2025)	\$1,498,844.17	\$78,886.54	\$1,577,730.71
16 (10/2025)	\$1,209,214.72	\$63,642.88	\$1,272,857.60
17 (11/2025)	\$898,030.06	\$47,264.74	\$945,294.80
18 (12/2025)	\$865,135.35	\$45,533.44	\$910,668.79
19 (01/2026)	\$350,019.90	\$18,422.10	\$368,442.00
Total	\$18,467,084.17	\$971,951.81	\$19,439,035.98
Project Completion for this Division of work based on monetary value:			81%
Project Completion for this Division of work based on contract duration:			107%

If you have any questions, comments, or concerns, please do not hesitate to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.

Amy Mendoza, PE
Project Engineer

Enclosure

Contractor's Application for Payment

Owner: <u>Town of Bristol</u>	Owner's Project No.: <u>WW 22532001</u>
Engineer: <u>Commonwealth Engineers, Inc.</u>	Engineer's Project No.: <u>S22145</u>
Contractor: <u>Crosby Construction</u>	Contractor's Project No.: <u>24105-01</u>
Project: <u>WWTP Improvement Project</u>	
Contract: <u>WWTP Improvement Project</u>	
Application No.: <u>19</u>	Application Date: <u>2/6/2026</u>
Application Period: From <u>1/10/2026</u> to <u>2/6/2026</u>	

1. Original Contract Price	\$ 24,293,749.00
2. Net change by Change Orders	\$ (222,612.70)
3. Current Contract Price (Line 1 + Line 2)	\$ 24,071,136.30
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 19,439,035.96
5. Retainage	
a. <u>5%</u> X \$ <u>19,188,034.58</u> Work Completed	\$ 959,401.73
b. <u>5%</u> X \$ <u>251,001.38</u> Stored Materials	\$ 12,550.07
c. Total Retainage (Line 5.a + Line 5.b)	\$ 971,951.80
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 18,467,084.16
7. Less previous payments (Line 6 from prior application)	\$ 18,117,064.26
8. Amount due this application	\$ 350,019.90
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 4,632,100.34

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); ~~and~~ (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; (4) all items and amounts on the face of this Contractor's Application for Payment are correct; (5) all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; (6) the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate, (7) no part of the "Balance Due This Payment" has been received, and (8) the undersigned and his subcontractors have - (check applicable line):

- a. Complied with all labor provisions of said Contract.
- b. Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is checked, describe briefly nature of dispute on an attached sheet).

Jeff Carlson
RPR
02/10/2026

Contractor: Crosby Construction
Signature: Russell Jacobs **Date:** 2/6/2026

Recommended by Engineer	Approved by Owner
By: <u>Amy Mendoza</u>	By: <u>1</u>
Title: <u>Project Engineer</u>	Title: <u>Council President Jeff Beachy</u>
Date: <u>2/12/26</u>	Date: <u>February 19, 2026</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.: 19		Application Period: From 1/10/2026 to 02/06/26		Application Date: 02/06/26					
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
1	Bond / Insurance	242000	\$ 242,000.00			242,000.00	100%	-	
2	Mobilization / Demobilization	958000	\$ 910,100.00			910,100.00	95%	47,900.00	
3	General Conditions / Supervision	600000	\$ 412,500.00	\$ 25,000.00		437,500.00	73%	162,500.00	
4	Dewatering - Installation	151440	\$ 151,440.00			151,440.00	100%	-	
5	Dewatering Maintenance	355000	\$ 280,000.00	\$ 10,000.00		290,000.00	82%	65,000.00	
6	Demo - Existing Treatment Facility Structures	144335				-	0%	144,335.00	
7	Demo - Onsite Pipe Removal / Abandonment	70200				-	0%	70,200.00	
8	Demo - Reed Sludge Drying Beds	39000	\$ 39,000.00			39,000.00	100%	-	
9	Demo - Lab / Office Building	40825				-	0%	40,825.00	
10	Demo - Maintenance Building	36800				-	0%	36,800.00	
11	Demo - Pavement / Sidewalks	11500				-	0%	11,500.00	
12	Concrete - Treatment Tank Slab	349280	\$ 349,280.00			349,280.00	100%	-	
13	Concrete - Treatment Tank Walls	1342250	\$ 1,342,250.00			1,342,250.00	100%	-	
14	Concrete - Treatment Tank Walkways / Top Slab	214760	\$ 214,760.00			214,760.00	100%	-	
15	Concrete - Grout Tank Slabs	87320	\$ 87,320.00			87,320.00	100%	-	
16	Concrete - UV Slabs	25370	\$ 25,370.00			25,370.00	100%	-	
17	Concrete - UV Walls	92040	\$ 92,040.00			92,040.00	100%	-	
18	Concrete - Cascade Slab	44530	\$ 44,530.00			44,530.00	100%	-	
19	Concrete - Cascade Walls	140300	\$ 140,300.00			140,300.00	100%	-	
20	Concrete - Headworks Slab	33040	\$ 33,040.00			33,040.00	100%	-	
21	Concrete - Headworks Walls	257240	\$ 257,240.00			257,240.00	100%	-	
22	Concrete - Headworks Top Slab	140300	\$ 140,300.00			140,300.00	100%	-	
23	Concrete - ASH Modifications	43920				-	0%	43,920.00	
24	Concrete - Lab/Off Foundations	52900				-	0%	52,900.00	
25	Concrete - Lab/Off Slab	46000				-	0%	46,000.00	
26	Concrete - Maintenance Foundations	51750				-	0%	51,750.00	
27	Concrete - Maintenance Slab	57500				-	0%	57,500.00	
28	Concrete - Blower Pads	54280	\$ 27,140.00			27,140.00	50%	27,140.00	
29	Concrete - Generator Pad	11328				-	0%	11,328.00	
30	Concrete - Outfall Structure	38940	\$ 38,940.00			38,940.00	100%	-	
31	Concrete - Stoops / Sidewalks	47150	\$ 7,000.00			7,000.00	15%	40,150.00	
32	Concrete - Poles Bases	6900				-	0%	6,900.00	
33	Reinforcement - Material ONLY	402706	\$ 386,653.46		\$ 16,052.54	402,706.00	100%	-	
34	Reinforcement - Treatment Tank	421850	\$ 421,850.00			421,850.00	100%	-	
35	Reinforcement - UV	18300	\$ 18,300.00			18,300.00	100%	-	
36	Reinforcement - Cascade	27450	\$ 27,450.00			27,450.00	100%	-	
37	Reinforcement - Headworks	27450	\$ 27,450.00			27,450.00	100%	-	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.: 19		Application Period: From 1/10/2026 to 02/06/26		Application Date: 02/06/26					
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
38	Reinforcement - Control / Maintenance Bldgs	27313					0%	27,313.00	
39	Reinforcement - ASH Tanks	4313					0%	4,313.00	
40	Masonry	270600	\$ 270,600.00			270,600.00	100%	-	
41	Masonry Veneers	98185					0%	98,185.00	
42	Treatment Tank - Stairs w/ HR	96380	\$ 77,500.00	\$ 18,880.00		96,380.00	100%	-	
43	Treatment Tank - Top HR	111020	\$ 100,000.00	\$ 11,020.00		111,020.00	100%	-	
44	Headworks - Stairs w/ HR	101260	\$ 96,000.00	\$ 3,500.00		99,500.00	98%	1,760.00	
45	Headworks - Misc Metals / Grating	30256	\$ 27,090.00	\$ 3,166.00		30,256.00	100%	-	
46	UV - Misc Metals / Grating	21960	\$ 20,960.00			20,960.00	95%	1,000.00	
47	Cascade - Misc Metals / Grating	40260	\$ 30,195.00	\$ 6,200.00		36,395.00	90%	3,865.00	
48	Pipe Bollards	41480					0%	41,480.00	
49	Headworks - Roof Structure	62535	\$ 59,789.00			59,789.00	96%	2,746.00	
50	Lab/Off - Pole Building	182900					0%	182,900.00	
51	Lab/Off - Interior Framing	63000					0%	63,000.00	
52	Maintenance - Pole Building	115000					0%	115,000.00	
53	Canopy Structures	46000	\$ 16,100.00	\$ 4,600.00		20,700.00	45%	25,300.00	
54	Drywall / Insulation	77000	\$ 3,650.00			3,650.00	5%	73,350.00	
55	Doors / Frames / Hrdw	97680	\$ 15,000.00		\$ 12,023.27	27,023.27	28%	70,656.73	
56	Access Hatches	45360	\$ 45,360.00			45,360.00	100%	-	
57	Coiling Doors	79560	\$ 20,000.00			20,000.00	25%	59,560.00	
58	Painting / Coatings	390000	\$ 136,500.00	\$ 69,000.00		205,500.00	53%	184,500.00	
59	Flooring	22080					0%	22,080.00	
60	Acoustical Ceilings	16215					0%	16,215.00	
61	Casework	52000	\$ 5,200.00			5,200.00	10%	46,800.00	
62	Toilet Accessories / Partitions / Lockers	39100					0%	39,100.00	
63	Cascade Aerator	111838	\$ 111,838.00			111,838.00	100%	-	
64	Chemical Feed Equipment / Storage Tank	118486	\$ 94,789.00			94,789.00	80%	23,697.00	
65	Samplers Equipment	19054		\$ 17,149.00		17,149.00	90%	1,905.00	
66	Influent Pumps	203583	\$ 203,583.00			203,583.00	100%	-	
67	Sludge Pumps	47298	\$ 47,298.00			47,298.00	100%	-	
68	Influent Screening	257888	\$ 257,888.00			257,888.00	100%	-	
69	UV Equipment	257600	\$ 257,600.00			257,600.00	100%	-	
70	SBR Equipment	1810555	\$ 1,810,555.00			1,810,555.00	100%	-	
71	Davit Cranes	22500	\$ 16,875.00			16,875.00	75%	5,625.00	
72	ASH Blowers	178361			\$ 156,434.00	156,434.00	88%	21,927.00	
73	Fine Bubble Aerators	114000	\$ 114,000.00			114,000.00	100%	-	
74	SCADA	480125	\$ 470,523.00			470,523.00	98%	9,602.00	
75	Process Piping - Influent Pump Sta.	239448	\$ 227,476.00	\$ 11,972.00		239,448.00	100%	-	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work							Contractor's Application for Payment		
Owner:	Town of Bristol			Owner's Project No.:	WW 22532001				
Engineer:	Commonwealth Engineers, Inc.			Engineer's Project No.:	S22145				
Contractor:	Crosby Construction			Contractor's Project No.:	24105-01				
Project:	WWTP Improvement Project								
Contract:	WWTP Improvement Project								
Application No.:	19	Application Period:	From 1/10/2026 to 02/06/26	Application Date:	02/06/26				
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
76	Process Piping - SBR Piping	620388	\$ 620,388.00			620,388.00	100%	-	
77	Process Piping - SBR Blowers	54420	\$ 54,420.00			54,420.00	100%	-	
78	Process Piping - ASH Blowers	32652				-	0%	32,652.00	
79	Process Piping - Headworks	32652	\$ 32,652.00			32,652.00	100%	-	
80	Process Piping - UV	21768	\$ 21,768.00			21,768.00	100%	-	
81	Process Piping - Sludge Holding Tank #1	65304				-	0%	65,304.00	
82	Process Piping - Sludge Holding Tank #2	21768				-	0%	21,768.00	
83	Process Valves - Influent PS	82824	\$ 82,824.00			82,824.00	100%	-	
84	Process Valves - SBR Valve (Not by Aqua)	109620	\$ 109,620.00			109,620.00	100%	-	
85	Process Valves - SBR Blower Valves	14616	\$ 14,616.00			14,616.00	100%	-	
86	Process Valves - ASH Blower Valves	14616			\$ 12,920.00	12,920.00	88%	1,696.00	
87	Process Valves - Sludge Holding Tank #1	21924				-	0%	21,924.00	
88	Slide Gates - Headworks	19358	\$ 19,358.00			19,358.00	100%	-	
89	Slide Gates - UV	38717	\$ 38,717.00			38,717.00	100%	-	
90	Pipe Insulation - Headworks	31050				-	0%	31,050.00	
91	Pipe Insulation - Sludge Holding Tank #1	51750				-	0%	51,750.00	
92	Pipe Insulation - Sludge Holding Tank #2	69000				-	0%	69,000.00	
93	Plumbing / HVAC - Headworks	136880	\$ 102,660.00	\$ 20,532.00		123,192.00	90%	13,688.00	
94	Plumbing / HVAC - Lab/Off	325496				-	0%	325,496.00	
95	Plumbing / HVAC - Maintenance	168432				-	0%	168,432.00	
96	Plumbing / HVAC - Treatment Fac.	231768	\$ 231,768.00			231,768.00	100%	-	
97	Electrical - Temp Electric / Structures	324000	\$ 324,000.00			324,000.00	100%	-	
98	Electrical - New Lab/Off	215033			\$ 20,530.71	20,530.71	10%	194,502.29	
99	Electrical - New Maintenance	149535			\$ 13,147.92	13,147.92	9%	136,387.08	
100	Electrical - New Headworks	167122	\$ 167,122.00			167,122.00	100%	-	
101	Electrical - New Treatment SBR	406827	\$ 406,827.00			406,827.00	100%	-	
102	Electrical - New UV	106946	\$ 106,946.00			106,946.00	100%	-	
103	Electrical - New WW / VV Structure	116571	\$ 116,571.00			116,571.00	100%	-	
104	Electrical - Demolition	38506				-	0%	38,506.00	
105	Electrical - Underground Conduit/Wire	563997	\$ 507,598.00			507,598.00	90%	56,399.00	
106	Electrical - Generator / ATS	240100		\$ 192,080.00		192,080.00	80%	48,020.00	
107	Electrical - Screen Equipment	66612	\$ 66,612.00			66,612.00	100%	-	
108	Electrical - Blowers	80432	\$ 78,824.00	\$ 1,608.00		80,432.00	100%	-	
109	Electrical - Pole Lights	25268			\$ 2,587.09	2,587.09	10%	22,680.91	
110	Erosion Control	18000	\$ 14,400.00	\$ 900.00		15,300.00	85%	2,700.00	
111	Excavation / Backfill - Wet Well / VV	192760	\$ 192,760.00			192,760.00	100%	-	
112	Excavation / Backfill - Treatment Facility	471200	\$ 469,776.00			469,776.00	100%	1,424.00	
113	Excavation / Backfill - UV	52080	\$ 52,080.00			52,080.00	100%	-	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	522145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.: 19 Application Period: From 1/10/2026 to 02/06/26 Application Date: 02/06/26

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
114	Excavation / Backfill - Cascade	83235	\$ 83,235.00			83,235.00	100%	-
115	Excavation / Backfill - Headworks	59520	\$ 59,520.00			59,520.00	100%	-
116	Excavation / Backfill - Control Bldg	21240				-	0%	21,240.00
117	Excavation / Backfill - Maintenance Bldg	29500				-	0%	29,500.00
118	Excavation / Backfill - Outfall Structures	9450	\$ 9,450.00			9,450.00	100%	-
119	Earth Retention - Treatment Facility	923614	\$ 923,614.00			923,614.00	100%	-
120	Earth Retention - Cascade	148000	\$ 89,600.00			89,600.00	61%	58,400.00
121	Backfill - Site / Existing Structures	112125				-	0%	112,125.00
122	Rough Grade / Top Soil	81650				-	0%	81,650.00
123	Auger Pipe Bollards	29325				-	0%	29,325.00
124	LS / WW / VV - Structures / Hatches	335500	\$ 335,500.00			335,500.00	100%	-
125	Oil / Water Separator	14375				-	0%	14,375.00
126	Site - Manhole Structures	91134	\$ 23,000.00	\$ 32,000.00		55,000.00	60%	36,134.00
127	Site - Storm Inlets	7021				-	0%	7,021.00
128	Site - 4"-8" Sewer	37496				-	0%	37,496.00
129	Site - 12" Forcemain	29264	\$ 29,264.00			29,264.00	100%	-
130	Site - 18" Influent	62066	\$ 46,550.00	\$ 9,310.00		55,860.00	90%	6,206.00
131	Site - 16" Effluent	75520	\$ 75,520.00			75,520.00	100%	-
132	Site - 24" Effluent (Headwall Str. Item #30)	221368	\$ 221,368.00			221,368.00	100%	-
133	Site - WW/VV 10" Piping	36600	\$ 36,600.00			36,600.00	100%	-
134	Site - 4" WAS	84913	\$ 46,703.00	\$ 25,474.00		72,177.00	85%	12,736.00
135	Site - 4" Sludge / Decant Lines	21830		\$ 16,373.00		16,373.00	75%	5,457.00
136	Site - 6" Air Lines	66541	\$ 53,233.00			53,233.00	80%	13,308.00
137	Site - 6"-8" Drain Lines	15576		\$ 10,904.00		10,904.00	70%	4,672.00
138	Site - 1"-3" Waterlines	62682		\$ 38,000.00		38,000.00	61%	24,682.00
139	Site - 4"-6" Waterlines	21240				-	0%	21,240.00
140	Live Tap / Patching	18703				-	0%	18,703.00
141	Asphalt	251575				-	0%	251,575.00
142	Stone Drives	69090				-	0%	69,090.00
143	Sidewalk Prep / Stone	10584	\$ 2,000.00			2,000.00	19%	8,584.00
144	Fencing	57600			17,305.85	17,305.85	30%	40,294.15
145	Landscaping / Seed	39600				-	0%	39,600.00
146	Primary Clarifier Liquid Sludge - Mobilize	14960				-	0%	14,960.00
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813				-	0%	32,813.00
148	Epoxy Injection Repair Type EI - 250 LF	18750				-	0%	18,750.00
149	Chem Grout Injection Type CG - 250 LF	26250				-	0%	26,250.00
150	Partial Depth Horiz Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-
151	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-

Progress Estimate - Lump Sum Work				Contractor's Application for Payment				
Owner:	Town of Bristol	Owner's Project No.:	WW 22532001					
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145					
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01					
Project:	WWTP Improvement Project							
Contract:	WWTP Improvement Project							
Application No.:	19	Application Period:	From 1/10/2026 to 02/06/26	Application Date:	02/06/26			
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
152	Epoxy Injection Repair Type EI - 200 LF	15000					0%	15,000.00
153	Chem Grout Injection Type CG - 200 LF	21000					0%	21,000.00
154	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-
155	Reed / Sludge Drying Beds - Mobilize	7500	\$ 7,500.00			7,500.00	100%	-
156	Reed / Sludge Drying Beds - 2,500 Tons	167500	\$ 167,500.00			167,500.00	100%	-
157	All Treatment Strs - Debris / Grit - Mobilize	13400					0%	13,400.00
158	All Treatment Strs - Debris / Grit - 100 CY	24000					0%	24,000.00
159	Allowance - ASH Tank Inspection	3000					0%	3,000.00
160	Allowance - Paint / Asbestos	10000	\$ 5,614.00			5,614.00	56%	4,386.00
161	Allowance - Decorative Masonry	100000	\$ 100,000.00			100,000.00	100%	-
162	MA-1 - Lift Station 1							
163	Excavation / Backfill	204060	\$ 204,060.00			204,060.00	100%	-
164	Lift Station Upgrades / Equipment	245100	\$ 245,100.00			245,100.00	100%	-
165	Electrical	48840	\$ 48,840.00			48,840.00	100%	-
166	MA-2 - Lift Station 3							
167	Excavation / Backfill	256500	\$ 256,500.00			256,500.00	100%	-
168	Lift Station Upgrades / Equipment	359100	\$ 359,100.00			359,100.00	100%	-
169	Electrical	54400	\$ 54,400.00			54,400.00	100%	-
170	MA-3 - Lift Station 8							
171	Excavation / Backfill	236493	\$ 236,493.00			236,493.00	100%	-
172	Lift Station Upgrades / Equipment	373350	\$ 373,350.00			373,350.00	100%	-
173	Electrical	55157	\$ 55,157.00			55,157.00	100%	-
174	MA-4 - Lift Station 10							
175	Excavation / Backfill	59,400.00	\$ 59,400.00			59,400.00	100%	-
176	Chemical Tank / Equipment	102,600.00	\$ 102,600.00			102,600.00	100%	-
177	Electrical	6,900.00	\$ 6,900.00			6,900.00	100%	-
178	Value Engineering	156,100.00	\$ 156,100.00			156,100.00	100%	-
179	MA-5 - Lift Station Upgrades SCADA							
180	Controls / Equipment	188,000.00	\$ 188,000.00			188,000.00	100%	-
181								
182	Work Owner Allowance	150,000.00	\$ 65,949.82			65,949.82	44%	84,050.18
183								
184								
185								
186								
Original Contract Totals		\$ 24,293,749.00	\$ 18,952,150.28	\$ 527,668.00	\$ 251,001.38	\$ 19,730,819.66	81%	\$ 4,562,929.34

Stored Materials Summary

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	522145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.:		19		Application		From 01/10/26 to 02/06/26		Application Date:		02/06/26		
A	B	C	D	E	F	G H		I J		K L		M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Materials Stored		Incorporated in Work		Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)			Amount Incorporated in the Work this Period (\$)
33	PS1450012A		Reinforcement Steel	Jobsite	3	\$17,852.06		17,852.06	17,852.06		17,852.06	-
69	28388		UV - Trojan	Trojan	3	\$16,198.00		16,198.00	16,198.00		16,198.00	-
84	33101		Valves - Bl Anderson	Jobsite	3	\$3,540.00		3,540.00	3,540.00		3,540.00	-
84	122627		Valves - DeZurik	Jobsite	3	\$250.00		250.00	250.00		250.00	-
13	50028175781		Conc Access. - White Cap	Jobsite	3	\$6,003.92		6,003.92	6,003.92		6,003.92	-
84	130649		Valves - DeZurik	Jobsite	4	\$13,200.00		13,200.00	13,200.00		13,200.00	-
33	PS1432865A		Reinforcement Steel	Jobsite	5	\$31,927.43		31,927.43	31,927.43		31,927.43	-
68	26015		Screen - Duperon	Duperon	5	\$55,750.00		55,750.00	55,750.00		55,750.00	-
84	132956		valve chains 3 ea	DeZurik	5	\$426.00		426.00	426.00		426.00	-
84	133272		Valves Tag: Sht 42 New Influent Ps	DeZurik	5	\$2,150.00		2,150.00	2,150.00		2,150.00	-
84	130649		Valves Tag: 46 New SBR tank	DeZurik	5	\$13,200.00		13,200.00	13,200.00		13,200.00	-
84	133882		Valves Tag: Sht 41 Influent PS & Sht 63, 64 Aerated Sludge holding tank	DeZurik	5	\$19,275.00		19,275.00	19,275.00		19,275.00	-
84	135091		Valves Tag sheet 46 New SBR Tanks	DeZurik	5	\$31,650.00		31,650.00	31,650.00		31,650.00	-
180	79531		American Pump - Lift Station Controls Submittal	American Pump	5	\$41,500.00		41,500.00	41,500.00		41,500.00	-
67	3556D56970		Xylem - NP Sludge Pump	Jobsite	6	\$11,220.19		11,220.19	11,220.19		11,220.19	-
98	S115015394.004		Electrical Components - Lab	D&D Electric	7	\$6,637.71		6,637.71				6,637.71
99	S115015394.006		Electrical Components - Maintenance	D&D Electric	7	\$1,998.86		1,998.86				1,998.86
101	S115015394.009		Electrical Components - SBR	D&D Electric	7	\$2,955.43		2,955.43	2,955.43		2,955.43	-
100	S115015394.010		Electrical Components - Headwork	D&D Electric	7	\$15,862.86		15,862.86	15,862.86		15,862.86	-
98	S115015394.012		Electrical Components - Lab	D&D Electric	7	\$2,744.00		2,744.00				2,744.00
109	S115015394.014		Electrical Components - Light Poles	D&D Electric	7	\$2,587.09		2,587.09				2,587.09
66	3556D59058		Xylem - Influent Pumps	Jobsite	7	\$91,704.37		91,704.37	91,704.37		91,704.37	-
67	3556D59054		Xylem - Sludge Pumps	Jobsite	7	\$20,920.44		20,920.44	20,920.44		20,920.44	-
33	PS1454870A		Reinforcement Steel	Jobsite	7	\$121,491.57		121,491.57	121,491.57		121,491.57	-
98/99	S115015394.016		Electrical Components - Lab / Maintenance	D&D Electric	8	\$15,612.35		15,612.35				15,612.35
98/99	S115154235.002		Electrical Components - Lab / Maintenance	D&D Electric	8	\$6,685.71		6,685.71				6,685.71
33	PS1455922A		Reinforcement Steel	Jobsite	8	\$46,981.06		46,981.06	46,981.06		46,981.06	-
180	79683		American Pump - Lift Station Controls	Crosby	8	\$124,000.00		124,000.00	124,000.00		124,000.00	-
72	35043		ASH Blowers	Crosby	8	\$156,434.00		156,434.00				156,434.00
56	C1000041603		Access Hatches	Site	8	\$8,621.00		8,621.00	8,621.00		8,621.00	-
106	IN0648011		Electrical - Genset	D&D Electric	9	\$144,158.00		144,158.00		144,158.00	144,158.00	-
86	INV164952		Bl Anderson - Butterfly Valves	Site	9	\$12,920.00		12,920.00				12,920.00
85	INV155843		Bl Anderson - Butterfly Valves	Site	9	\$6,264.00		6,264.00	6,264.00		6,264.00	-
76	0410828-1		Ferguson - SBR Fittings	Site	10	\$10,111.00		10,111.00	10,111.00		10,111.00	-
89	20229		Waco - Slide Gates	Site	10	\$27,764.00		27,764.00	27,764.00		27,764.00	-
74	35498		Bl Anderson - VFDs	Site	10	\$83,500.00		83,500.00	83,500.00		83,500.00	-
76	410828		Ferguson - SBR Fittings	Site	10	\$128,898.00		128,898.00	128,898.00		128,898.00	-
70	1046994		Aqua-Aerobic Systems - SBR	Site	10	\$219,813.75		219,813.75	219,813.75		219,813.75	-
176	12962		Niblock - LS10 Equipment	Site	10	\$84,510.00		84,510.00	84,510.00		84,510.00	-
76	418457		Ferguson - Bolt Packs	Site	11	\$23,233.44		23,233.44	23,233.44		23,233.44	-
69	35970		Trojan UV Equipment	Site	11	\$137,683.00		137,683.00	137,683.00		137,683.00	-
70	1047601		SBR Equipment	Site	11	\$43,514.06		43,514.06	43,514.06		43,514.06	-
70	1047444		SBR Equipment	Site	11	\$159,055.19		159,055.19	159,055.19		159,055.19	-

AFFIDAVIT

State of Indiana)
Elkhart County

Michael R. Mattingly being duly sworn states that he is the President of Robert E. Crosby, Inc. and having contracted with the **Town of Bristol** for a project known as **WWTP Improvements Project** located in Elkhart County, Indiana and does hereby further state on behalf of the aforementioned contractor that receipt of

\$17,251,928.93 is acknowledged and upon receipt of \$865,135.35 & \$350,019.90

Robert E. Crosby, Inc. will waive and release unto the Owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of labor or material or both, furnished by the undersigned thereto through **February 6th, 2026**.

ROBERT E. CROSBY, INC.

Russell Jacobs

Russell Jacobs , Vice President

Subscribed to and sworn to before me this 6th day of February, 2026 by Russell Jacobs, Vice President of Robert E. Crosby, Inc.



KIERSTON SIMS, Notary Public
Allen County, State of Indiana
Commission Number NP0743180
My Commission Expires August 22, 2030

Kierston Sims
Notary Public

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.:	19	Application Period:	From 01/10/26 to 02/06/26	Application Date:	02/06/26
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1.	Total Value of Original Contract Work Completed This Estimate Period:	\$	\$527,668.00
2.	Total Value of Change Order Work Completed This Estimate Period:	\$	\$0.00
3.	Total Net Contract Work Completed This Estimate Period:	\$	\$527,668.00
4.	Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$	\$410,227.38
5.	Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$	\$251,001.38
6.	Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$	-\$159,226.00
7.	Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6):	\$	\$368,442.00
8.	Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$	\$18,422.10
9.	Total Amount Due to Contractor This Estimate Period:	\$	\$350,019.90

SRF DISBURSEMENT REQUEST FORM

SECTION 1: PARTICIPANT INFORMATION						SRF LOAN NUMBER: DW22282		Section 7, Item d.	
SRF Participant:		Town of Bristol Water Utility				UEI Number:		NF3	
Participant's Mailing Address:		PO Box 122							
City:	Bristol				State:	IN	Zip Code:	46507-9489	
Participant's Contact:		Mr. Mike Yoder		Contact Phone:	574.848.7007	Contact Email: mikeyoder@bristol.in.gov			
Authorized Representative:		Ms. Cathy Antonelli				Auth. Rep. Email: townclerk@bristol.in.gov			
Participant's Bank:						Mailing Address:			
City:					State:		Zip Code:		
Account Name:		Routing Number:		Account Number:					

SECTION 2: DISBURSEMENT INFORMATION						REQUEST NUMBER: 51			
SRF Funding Source to be used for this Request (if multiple sources are being used to pay one invoice, submit a separate DRF for each source):									
<input checked="" type="checkbox"/> SRF Primary Funds		<input type="checkbox"/> SRF Secondary Funds		<input type="checkbox"/> Local Funds; TYPE:			<input type="checkbox"/> Other Funds; TYPE:		
Beginning Balance of this Funding Source:							\$ 7,902,790		
Total Amount of Previous Disbursements for this Funding Source:							\$ 7,806,210		
Is any part of this request being paid by a Non-SRF Funding Source? (OCRA, RD, etc):							<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If yes:		Non-SRF Source:		Routing Number:		Non-SRF Amount:		\$	

SECTION 3: CONTRACTOR INFORMATION									
Contractor:		Phoenix Fabricators and Erectors, LLC			Mailing Address:		182 S County Road 900 East		
City:	Avon				State:	IN	Zip Code:	46123	
Contractor's Bank:		Enterprise Bank & Trust			Mailing Address:		150 N Meramec Ave		
City:	Clayton				State:	MO	Zip Code:	63105	
Account Name:		Phoenix Fabricators and Erectors,		Routing Number:		081006162		Account Number: 1937516	
Contractor's Escrow Bank:					Mailing Address:				
City:					State:		Zip Code:		
Account Name:		Routing Number:		Account Number:					

SECTION 4: PAYMENT INFORMATION									
Amount of this request to be paid by SRF Funding Source identified in Section 2 (less retainage):							\$ 61,732		
<ul style="list-style-type: none"> Participant has paid Contractor for this Request and is requesting SRF to reimburse payment to Participant 							<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above			<input type="checkbox"/> Payment wired to Participant's Bank via wiring instructions above				
<ul style="list-style-type: none"> Participant has not paid Contractor for this Request and is requesting SRF to pay Contractor directly 							<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Contractor's address above			<input checked="" type="checkbox"/> Payment wired to Contractor's Bank via wiring instructions above				

SECTION 5: RETAINAGE INFORMATION (if applicable)									
Retainage Amount for this Pay Application to be paid by SRF Funding Source identified in Section 2:							\$ 3,249		
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be held by SRF 							<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Participant 							<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above			<input type="checkbox"/> Retainage wired to Participant's Bank via wiring instructions above				
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Contractor's Escrow Bank 							<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Escrow Bank's address above			<input type="checkbox"/> Retainage wired to Escrow Bank via wiring instructions above				

The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s); that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Dept. of Labor requirements of 29 CFR 5.5(a)(1), and in compliance with SRF incentive programs.									
Authorized Representative Signature:							Date:		

FOR INTERNAL USE ONLY:

Approved by:		Date:		GPR:	\$	Lead:	\$	EC:	\$	Other:	\$
Processed by:		Date:		DC Notes:							

Contractor's Application for Payment

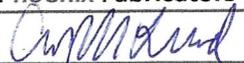
Owner:	<u>Town of Bristol</u>	Owner's Project No.:	<u>n/a</u>
Engineer:	<u>Jones Petrie Rafinski, Corp.</u>	Engineer's Project No.:	<u>2023-0005</u>
Contractor:	<u>Phoenix Fabricators & Erectors, LLC</u>	Contractor's Project No.:	<u>4030</u>
Project:	<u>Water System Improvements Project</u>		
Contract:	<u>Contract B - Water Tower Construction</u>		

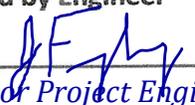
Application No.: FOURTEEN **Application Date:** 1/31/2026
Application Period: From 1/1/2026 to 1/31/2026

1. Original Contract Price	\$ 5,750,000.00
2. Net change by Change Orders	\$ (137,199.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 5,612,801.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,168,965.85
5. Retainage	
a. 5% X \$ 2,923,204.28 Work Completed	\$ 146,160.21
b. 5% X \$ 245,761.57 Stored Materials	\$ 12,288.08
c. Total Retainage (Line 5.a + Line 5.b)	\$ 158,448.29
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,010,517.56
7. Less previous payments (Line 6 from prior application)	\$ 2,948,786.02
8. Amount due this application	\$ 61,731.54
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 2,602,283.44

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators & Erectors, LLC

Signature:  **Date:** 1/31/2026

Recommended by Engineer		Approved by Owner	
By:	<u></u>	By:	_____
Title:	<u>Senior Project Engineer</u>	Title:	_____
Date:	<u>2026-02-16</u>	Date:	_____
Approved by Funding Agency			
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	n/a
Engineer:	Jones Petrie Rafinski, Corp.	Engineer's Project No.:	2023-0005
Contractor:	Phoenix Fabricators & Erectors, LLC	Contractor's Project No.:	4030
Project:	Water System Improvements Project		
Contract:	Contract B - Water Tower Construction		

Application No.:		Application Period:		From		to		Application Date:	
FOURTEEN				01/01/26		01/31/26		01/31/26	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
1	PROPOSED WATER TOWER CONSTRUCTION								
1.1	ENGINEERING	345,000.00	345,000.00	-	-	345,000.00	100%	-	
1.2	PILES / DEEP FOUNDATION	335,000.00	335,000.00	-	-	335,000.00	100%	-	
1.3	FOUNDATION	908,000.00	908,000.00	-	-	908,000.00	100%	-	
1.4	YARD PIPING	200,000.00	-	-	-	-	0%	200,000.00	
1.5	TANK SHAFT	1,026,000.00	1,026,000.00	-	-	1,026,000.00	100%	-	
1.6	TANK MATERIAL / SHOP FABRICATION	582,000.00	114,204.28	-	-	245,761.57	62%	222,034.15	
1.7	TANK DELIVERY	38,000.00	-	-	-	-	0%	38,000.00	
1.8	TANK ERECTION	456,000.00	-	-	-	-	0%	456,000.00	
1.9	TANK PAINTING	298,000.00	-	-	-	-	0%	298,000.00	
2	EXISTING WATER TOWER DEMOLITION	120,000.00	-	-	-	-	0%	120,000.00	
3	DEWATERING	65,000.00	-	-	-	-	0%	65,000.00	
4	WATER TOWER INTERIOR IMPROVEMENTS	504,500.00	-	-	-	-	0%	504,500.00	
4.1	TANK MIXING SYSTEM	12,500.00	-	-	-	-	0%	12,500.00	
4.2	ELECTRICAL / CONTROLS	231,000.00	-	-	-	-	0%	231,000.00	
4.3	DISINFECTION / TESTING / STARTUP	2,000.00	-	-	-	-	0%	2,000.00	
5	EXISTING TOWER SITE RESTORATION	45,000.00	-	-	-	-	0%	45,000.00	
6	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00	-	-	-	-	0%	220,000.00	
7	FREEDOM POWDER SITE RESTORATION	75,000.00	-	-	-	-	0%	75,000.00	
8	MOBILIZATION / DEMOBILIZATION	115,000.00	23,000.00	-	-	23,000.00	20%	92,000.00	
8.1	BONDS / INSURANCE	172,000.00	172,000.00	-	-	172,000.00	100%	-	
Original Contract Totals		\$ 5,750,000.00	\$ 2,923,204.28	\$ -	\$ -	\$ 245,761.57	\$ 3,168,965.85	55%	\$ 2,581,034.15
Change Orders									
CO1	PROPOSED WATER TOWER CONSTRUCTION - INCREASE	157,801.00	-	-	-	-	0%	157,801.00	
CO1	DEDUCT - FREEDOM POWDER SITE IMPROVEMENTS	(220,000.00)	-	-	-	-	0%	(220,000.00)	
CO1	DEDUCT - FREEDOM POWDER SITE RESTORATION	(75,000.00)	-	-	-	-	0%	(75,000.00)	
Change Order Totals		\$ (137,199.00)	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ (137,199.00)
Original Contract and Change Orders									
Project Totals		\$ 5,612,801.00	\$ 2,923,204.28	\$ -	\$ -	\$ 245,761.57	\$ 3,168,965.85	56%	\$ 2,443,835.15
Total number of weather days for project: 0									



INVOICE

Section 7, Item d.

Customer Code PHOFAA

Date Nov 30 2025

Invoice Number

891964-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT566128		Date Shipped Nov 30 2025	
F.O.B. Location MUSCATINE, IA		Territory 36	Warehouse 93		Carrier TMC TRANSP			Terms of Payment 1/2% 10, N30	
D & B Rate	D & B Amount 0.00	Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight
State Sales Tax No.		State Tax Rate 0.0000	State Sales Tax Amount 0.00		Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
	PLATE	6	25386	0	0.00	57.00 / 100 LB	14,470.02
	A/SA36A709 0.750" X 90.00 X 221.00 LaserRite Plate(TM) CUST PART NO. P3/4X90X221 ORDER - 41-782786-03 CUST ORDER - 0004392 -003						

SALES TAX
 PAYABLE IN US FUNDS
 PLEASE REMIT PAYMENTS TO: SSAB
 DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$14,470.02

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).



INVOICE

Section 7, Item d.

Customer Code PHOFAA

Date Dec 17 2025

Invoice Number

894555-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT567611		Date Shipped Dec 17 2025		
F.O.B. Location MUSCATINE, IA			Territory 36	Warehouse 93		Carrier TMC TRANSP			Terms of Payment 1/2% 10, N30	
D & B Rate	D & B Amount 0.00		Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight
State Sales Tax No.		State Tax Rate 0.0000	State Sales Tax Amount 0.00			Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
	PLATE	10	43100	0	0.00	57.00	24,567.00
	A/SA36A709 0.875" X 90.00 X 193.00 LaserRite Plate(TM) CUST PART NO. P7/8X90X193 ORDER - 41-782786-04 CUST ORDER - 0004392 -004					/ 100 LB	

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$24,567.00

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).

**SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)**

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.

2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.

3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.

4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.

5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.

6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.

7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.

8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.

9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.

10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.

11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.

12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.

14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.

15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.

16. **Limitation of Actions:** NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.

17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.

18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.

19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.

20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.

21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.

22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. **THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

23. **SSAB Compliance of Laws and Government Requirements:** SSAB agrees to comply with all applicable State, Federal, and local laws, rule and regulations and agrees to the stipulations and representations required thereby, including, without limitation, SSAB's representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order. The provisions required to be inserted herein by any applicable Federal statute whether heretofore or hereafter enacted shall be deemed incorporated herein. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices. It is the responsibility of the Buyer to determine the applicable export regulations should the steel supplied under this contract or purchase order, whether or not fabricated by the purchaser, be exported.

24. **Buyer's Compliance with Applicable Sanctions:** SSAB is committed to the highest ethical standards and to compliance with all applicable laws, including international sanctions and export control regulations. The Buyer represents and warrants that neither the Buyer nor any of its subsidiaries (collectively the "Company") or directors, senior executives or officers, or any person on whose behalf the Company is acting in connection with any contract, transaction or other interaction with SSAB, is an individual or entity ("Person") that is, or is 50% or more owned or controlled by, a Person (or Persons) that is subject to any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union (the "EU"), Switzerland, HM Treasury or any other relevant sanctions authority (collectively, the "Sanctions") or based, organized or resident in a country or territory that is subject to comprehensive (i.e., country-wide or territory-wide) Sanctions (including but not limited to as it may vary over time, the Russian Federation, Belarus, Cuba, Iran, North Korea, Syria, and non-government controlled areas of Ukraine such as Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia) (a "Sanctioned Country") (collectively, a "Sanctioned Person").

25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

27. **End User Certificate:** Upon request of SSAB, the Buyer shall, using a template accepted by SSAB, provide SSAB with an end-user certificate specifying the end user for products in question.

28. **Code of Conduct:** SSAB is committed to a Code of Conduct (available at SSAB.com), which describes how SSAB does business. SSAB expects similar commitments from its business partners and the Buyer undertakes to comply with the Business Partner Code of Conduct (available at SSAB.com) or a corresponding code of conduct drawn up by the Buyer and published on its website at the time for entering into this contract.



INVOICE

Section 7, Item d.

Customer Code PHOFAA

Date Jan 13 2026

Invoice Number

897659-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT569445		Date Shipped Jan 13 2026		
F.O.B. Location MUSCATINE, IA		Territory 36		Warehouse 93		Carrier TMC TRANSP		Terms of Payment 1/2% 10, N30		
D & B Rate	D & B Amount 0.00	Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight	
State Sales Tax No.		State Tax Rate 0.0000		State Sales Tax Amount 0.00		Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
PLATE	A/SA36A709 0.250" X 96.00 X 374.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X374 ORDER - 41-782786-01 CUST ORDER - 0004392 -001	7	17822	0	0.00	57.00 / 100 LB	10,158.54
PLATE	A/SA36A709 0.250" X 96.00 X 234.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X234 ORDER - 41-782786-02 CUST ORDER - 0004392 -002	3	4779	0	0.00	57.00 / 100 LB	2,724.03

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$12,882.57

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).

**SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)**

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.

2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.

3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.

4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.

5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.

6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.

7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.

8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.

9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.

10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.

11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.

12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.

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15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.

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22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. **THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

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25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

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INVOICE

Section 7, Item d.

Customer Code PHOFAA

Date Jan 12 2026

Invoice Number

897405-060

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PHOENIX FABRICATORS & ERECTORS, INC.
182 S. COUNTY ROAD 900 EAST
AVON, IN
46123

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PHOENIX FABRICATORS & ERECTORS, INC
1329 US HIGHWAY 41 NORTH
SEBREE, KY

Customer Order Number 0004392		Acknowledgement Order No. 41782786		Tally No.		Shipping Report No. MT569266		Date Shipped Jan 11 2026		
F.O.B. Location MUSCATINE, IA		Territory 36		Warehouse 93		Carrier TMC TRANSP		Terms of Payment 1/2% 10, N30		
D & B Rate	D & B Amount 0.00	Freight Terms PREPAID		Frt. Incl. Rate	Freight Incl. Amount		Freight Extra Amount		Total Freight	
State Sales Tax No.		State Tax Rate 0.0000		State Sales Tax Amount 0.00		Local Tax No.		Local Tax Rate 0.0000		Local Sales Tax 0.00

GI No.	Product Code Description	Quantity	Shipping Weight LB	Billing Weight LB	Length Shipped FT	Unit Price	Amount
	PLATE	9	22914	0	0.00	57.00	13,060.98
	A/SA36A709 0.250" X 96.00 X 374.00 LaserRite Plate(TM) CUST PART NO. P1/4X96X374 ORDER - 41-782786-01 CUST ORDER - 0004392 -001					/ 100 LB	

SALES TAX
PAYABLE IN US FUNDS
PLEASE REMIT PAYMENTS TO: SSAB
DEPT CH 19422 PALATINE, IL 60055-9422

PLEASE PAY THIS AMOUNT \$13,060.98

All Invoices are Subject To A Late Payment Charge Of 1 1/2% Per Month (18% Per Annum).

**SSAB AMERICAS TERMS AND CONDITIONS OF SALE
(ORDER ACKNOWLEDGEMENT)**

The seller described on the face of this Order Acknowledgement ("SSAB") agrees to sell the goods ("Goods") described on the reverse side of this Order Acknowledgement (sometimes referred to as the "Contract") to the buyer described on the face of this Order Acknowledgement ("Buyer"), (SSAB and Buyer are sometimes collectively referred to as the "Parties" and individually as a "Party") subject to the following:

1. **Governing Terms and Conditions:** The terms and conditions set forth in this Order Acknowledgement shall constitute the exclusive agreement between SSAB and Buyer for the sale of Goods and this Order Acknowledgement shall supersede all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to the sale of the Goods. If this Order Acknowledgement constitutes an acceptance of Buyer's order or any other offer of Buyer, then this Order Acknowledgement is expressly made conditional upon Buyer's acceptance of and assent to these terms and conditions as the only terms and conditions applicable to the sale of Goods. SSAB hereby gives notice that it rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to SSAB which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order Acknowledgement, whether such terms or conditions are set forth in Buyer's purchase order or otherwise. Buyer's failure to object in writing to any provision contained herein within 10 days from receipt of this Order Acknowledgement or Buyer's acceptance of the Goods sold under this Order Acknowledgement shall constitute Buyer's acceptance of the terms and conditions contained in this Order Acknowledgement.

2. **Modifications:** No modification of the terms and conditions of this Order Acknowledgement shall be binding on the Parties unless such modification is expressly accepted in writing by the Parties, specifically stating that it is a modification of these terms and conditions.

3. **Price:** Unless otherwise expressly provided on the face of this Order Acknowledgement, the prices specified on the face of this Order Acknowledgement shall be adjusted to SSAB's price in effect for Goods at the time of shipment of Goods to Buyer.

4. **Taxes and Duties:** The purchase price for Goods does not include any taxes, duties, tariffs or other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods, all of which Buyer agrees to pay or alternatively to reimburse SSAB upon demand for any such amounts SSAB is liable to collect or pay.

5. **Delivery, Title and Risk:** Unless otherwise expressly provided on the face of this Order Acknowledgement: (a) Goods shall be deemed to be delivered to Buyer when delivered to a carrier at the SSAB facility specified on the face of this Order Acknowledgement for shipment to Buyer, or in the case of customer pickup orders, when Goods are made available to Buyer; (b) title to Goods shall pass to Buyer at the time of such delivery to Buyer; and (c) Buyer shall assume all risk of loss with respect to Goods from and after the time of such delivery including, without limitation, while Goods are in transit.

6. **Time of Shipment:** The shipping dates quoted on the face of this Order Acknowledgement are approximate only. SSAB does not guarantee to ship in the time frame specified but will exercise all reasonable efforts to do so. If SSAB is unable to ship Goods in accordance with the dates specified, SSAB reserves the right to reasonably extend such dates upon giving notice to Buyer. SSAB may make partial shipments of Goods, unless otherwise specified on the face of this Order Acknowledgement, and payment for any portion of Goods so shipped shall become due in accordance with the terms of payment set out below.

7. **Force Majeure:** If SSAB's performance of its obligations under this Contract is delayed or made impossible or commercially impracticable due to any cause beyond SSAB's reasonable control (including, without limitation, acts of God, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain necessary labor or raw materials, or defects or delays in the performance of its suppliers or subcontractors), SSAB shall have such additional time within which to perform this Contract as may be reasonably necessary under the circumstances. If SSAB is unable to produce sufficient Goods to meet all demands from customers and internal uses, SSAB shall have the right to allocate production among its customers and plants in any manner SSAB may, in its sole discretion, determine to be equitable.

8. **Routing and Freight Charges:** Without limiting the provisions of paragraph 5, all means of transportation and routing of Goods shall be specified by SSAB. Unless otherwise expressly provided on the face of this Order Acknowledgement, the purchase price includes freight charges to the shipping destination specified on the face of this Order Acknowledgement, but any charges at the shipping destination for spotting, switching, unloading, storage or demurrage not separately identified on the face of this Order Acknowledgement as being included in the purchase price shall be Buyer's responsibility. Buyer agrees to pay any such charges at the shipping destination or, alternatively, to reimburse SSAB upon demand for any such charges which SSAB is required to pay.

9. **Payment:** Unless otherwise expressly provided on the face of this Order Acknowledgement, Buyer shall make payment in full of the purchase price for Goods to SSAB within 30 days from the date of issuance of the invoice to Buyer. Unless otherwise expressly provided, the purchase price specified on the face of this Order Acknowledgement shall be paid in legal tender of the United States of America or its equivalent in Canadian Dollars. SSAB reserves the right at any time, even after partial shipment or partial payment on account of Goods, to require Buyer to provide satisfactory security for the due payment of the purchase price for Goods in addition to the security interest reserved pursuant to paragraph 10. Failure to provide such security will entitle SSAB to defer any further shipments until such security is provided or to cancel this Contract or so much of it as remains unperformed.

10. **Security:** SSAB reserves, until payment in full for Goods is received, a purchase-money security interest in all Goods sold to Buyer under this Order Acknowledgement and all proceeds thereof. SSAB's repossession of any Goods pursuant to its security interest shall be without prejudice to any other remedies SSAB may have. Upon SSAB's request, Buyer shall execute and deliver to SSAB such financing statements and other instruments and agreements as SSAB may reasonably require to evidence or perfect its security interest in Goods.

11. **Default:** If Buyer fails to make payment in full for Goods within the time period set forth above or within the time period expressly agreed upon in writing by the parties, such failure to pay on time constitutes a material breach of contract by Buyer, permitting SSAB to suspend production, shipment or delivery under this or any other contract between Buyer and SSAB. Buyer shall pay to SSAB interest on any unpaid amount due at the maximum rate permitted by law or 18% per annum, whichever is less. SSAB shall have, in addition, all other remedies permitted to SSAB by law, equity or this Contract. If SSAB takes legal action to collect any amount due under this Contract, Buyer shall pay all court costs plus reasonable attorney fees incurred by SSAB in bringing such legal action.

12. **Warranty and Disclaimer:** SSAB expressly warrants that, at the time of delivery, Goods furnished to the Buyer will comply with the specifications set forth on the face of this Order Acknowledgement and any Mill Certificate issued in respect of such Goods. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AS TO QUALITY OR FITNESS OF THE GOODS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Paint, Coating and Blast Warranty Disclaimer:** The limited warranty in paragraph 12 does not extend to any paint, coating and blast services purchased from a third-party vendor through SSAB. All such services purchased under this Order Acknowledgement are covered by their respective vendors' limited warranties, if any, and SSAB will have no liability in connection thereof.

14. **Exclusive Remedies:** If any Goods furnished under this Contract fail to conform to the express warranty set forth above in paragraph 12, SSAB shall, at its option, either: (a) replace such non-conforming Goods; or (b) repay or credit the purchase price paid for such Goods to Buyer. Buyer shall not return any such non-conforming Goods to SSAB or incur any shipping or other charges in respect of such Goods without SSAB's prior written consent. Replacement of or repayment or credit for such non-conforming Goods shall be Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of SSAB with respect to any non-conformance of or defect whatsoever in Goods (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort, negligence, strict liability or otherwise. SSAB's warranty obligation shall be conditioned upon receipt by Manufacturer of notice of any alleged non-conformance shortage or error to specifications within 30 days after delivery to Buyer. All Goods claimed to be defective shall be held for inspection by SSAB.

15. **Limitation of Liability:** IN NO EVENT SHALL SSAB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, COST OF SUBSTITUTE GOODS, DOWNTIME COSTS, DELAYS, OR CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES) WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SSAB'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO GOODS GIVING RISE TO BUYER'S CLAIM.

16. **Limitation of Actions:** NO SUIT OR CLAIM BASED ON ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR GOODS FURNISHED TO BUYER, MAY BE BROUGHT BY BUYER OR ANY PARTY CLAIMING THROUGH BUYER MORE THAN ONE YEAR AFTER THE DATE THAT SUCH CAUSE OF ACTION ACCRUED.

17. **Obligation to Pass on Limitations:** If Buyer resells any of the Goods, it will include the language contained in Sections 12 through 16 of this Acknowledgement in an enforceable agreement with its buyer, or otherwise include language in an enforceable agreement with its buyer that makes SSAB's limitation of warranties and remedies binding on its buyer. Buyer will defend, indemnify and hold SSAB harmless from any claims, causes of action, damages, losses or expenses (including reasonable attorney's fees) that SSAB incurs due to Buyer's failure to comply with this paragraph.

18. **No Claim Against Affiliated Companies:** If Goods have been manufactured or supplied by companies affiliated with SSAB, Buyer agrees that (a) with the exception of this paragraph, there is no contractual relationship, express, implied or collateral, between any such affiliated company and Buyer, and (b) in respect of any non-conformance of or defect whatsoever in Goods, Buyer will rely upon its rights and remedies against SSAB and shall not have any right or remedy against any such affiliated company. In respect of this paragraph only, SSAB is contracting on its own behalf and as agent and trustee for each of its affiliated companies with the intention of creating enforceable rights on their behalf as third party beneficiaries.

19. **Acceptance of Orders:** Salespersons or other representatives of SSAB are only authorized to solicit orders from prospective buyers and have no authority to accept orders on behalf of SSAB. Orders may only be accepted by an authorized representative for SSAB.

20. **Waivers:** No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of this Contract unless the waiver expressly so states. The invalidity of any provision hereof shall not affect the validity of the remaining provisions or the Contract as a whole.

21. **Assignment:** Buyer may not assign its rights or obligations under this Contract without the prior written consent of SSAB. SSAB may assign any of its rights under this Contract to a third party including, without limitation, any right to receive payment for Goods sold to Buyer and any security for such payment.

22. **Governing Law, Venue and Jury Trial:** The laws of the jurisdiction in which the Plant Site (producing Goods under this Order Acknowledgement) is located shall govern the interpretation, validity and enforceability of this Agreement including any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory, related directly or indirectly to this Agreement, excluding: (a) such State's or Province's law with respect to conflicts of law; and (b) the United Nations Convention on Contracts for the International Sale of Goods. SSAB and Buyer agree that court proceedings, actions or suits which may be brought by either party under, related to or by virtue of the Contract or the purchase and sale of Goods between the parties shall be brought exclusively in a court of competent jurisdiction in which the Plant Site is located. The Parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of the Contract or purchase and sale of Goods between the Parties shall be determined by a court sitting without a jury. **THE PARTIES, UNLESS PROHIBITED BY LAW, HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

23. **SSAB Compliance of Laws and Government Requirements:** SSAB agrees to comply with all applicable State, Federal, and local laws, rule and regulations and agrees to the stipulations and representations required thereby, including, without limitation, SSAB's representation that it has complied with section (12a) of the Fair Labor Standards Act of 1938 as amended, upon completion of the work covered by this Order. The provisions required to be inserted herein by any applicable Federal statute whether heretofore or hereafter enacted shall be deemed incorporated herein. SSAB certifies that it is in compliance with the Equal Employment Opportunity Act and all applicable rules and regulations of the Office of Federal Contract Compliance and agrees to furnish all statements and certifications and to permit all inspections and audits required by such. Furthermore, the Parties will comply with applicable legislative and regulatory requirements and refrain from participating in any corrupt business practices. It is the responsibility of the Buyer to determine the applicable export regulations should the steel supplied under this contract or purchase order, whether or not fabricated by the purchaser, be exported.

24. **Buyer's Compliance with Applicable Sanctions:** SSAB is committed to the highest ethical standards and to compliance with all applicable laws, including international sanctions and export control regulations. The Buyer represents and warrants that neither the Buyer nor any of its subsidiaries (collectively the "Company") or directors, senior executives or officers, or any person on whose behalf the Company is acting in connection with any contract, transaction or other interaction with SSAB, is an individual or entity ("Person") that is, or is 50% or more owned or controlled by, a Person (or Persons) that is subject to any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union (the "EU"), Switzerland, HM Treasury or any other relevant sanctions authority (collectively, the "Sanctions") or based, organized or resident in a country or territory that is subject to comprehensive (i.e., country-wide or territory-wide) Sanctions (including but not limited to as it may vary over time, the Russian Federation, Belarus, Cuba, Iran, North Korea, Syria, and non-government controlled areas of Ukraine such as Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia) (a "Sanctioned Country") (collectively, a "Sanctioned Person").

25. **Representations & Warranties for Sanctions Compliance:** The Buyer represents and warrants that: The Company, including anyone acting on its behalf, complies with any and all applicable import and export control and other customs laws and regulations, and sanctions regulations, including but not limited to the Sanctions, and licensing requirements, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the United Kingdom Export Control Act, and has established effective, risk-based policies, procedures and internal controls for this purpose; The Company shall not use, sell, supply, transfer, export or make available any goods provided by SSAB, or otherwise facilitate any activities or business of or for, with or related to, directly or indirectly: (a) any Sanctioned Country or Sanctioned Person, including but not limited to individuals and entities based, organized or resident in the Russian Federation or Belarus, or in any other manner resulting in a violation of the Sanctions; (b) the production of items specified in the Wassenaar Arrangement Munitions List in a country subject to an arms embargo maintained by the United Nations, the United States, the United Kingdom, the EU, or the Organization for Security and Co-operation in Europe ("OSCE"); (c) any purpose connected with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (d) any purpose connected with terrorism, human rights violations, or violations of international humanitarian law; The Company will not engage or employ, present, or load any vessel or other mode of transport, or use an insurance agency or company, for the carriage of goods, against which there are, or against the carriers, owners, operators, disponent owners or managers, or their insurance agency or company of which there are, in each case, directly or indirectly, the Sanctions; The Company will not, directly or indirectly, in performance of or in connection with any interaction with SSAB rely on or otherwise use funds originating from any Sanctioned Country or Sanctioned Person; All payments made in performance of or in connection with any interaction with SSAB are carried out through financial institutions or entities that are not subject to the Sanctions; All payments to be made to SSAB in connection with any contract, transaction or other interaction with SSAB are carried out by the Buyer; and No Sanctioned Person has any beneficial or other interest in any interaction with SSAB nor will have any participation in or derive any other benefit from the same.

26. **Indemnification for Sanctions Violations:** The Buyer shall indemnify and hold SSAB harmless for any loss, damage, costs, penalties, or fees arising from or connected to non-compliance with the representations and warranties set out above. The Buyer shall, upon request of SSAB, provide SSAB with any information and documentation reasonably required to verify compliance with the representations and warranties set out above. For the avoidance of doubt, SSAB shall not be obliged to perform, and may suspend or terminate with immediate effect any obligation required by any contract with the Buyer in the event of: (i) a breach against the representations and warranties set out above, (ii) a failure to provide SSAB upon SSAB's request with information and documentation reasonably required to verify compliance, (iii) or if such performance by SSAB would in the SSAB's reasonable assessment, result in a violation of, or be inconsistent with, any Sanctions, or expose the Seller to the risk of violating the Sanctions or being designated as a Sanctioned Person. The Seller shall not be liable for any related loss, damage, costs, penalties, or fees incurred by the Buyer or any third party.

27. **End User Certificate:** Upon request of SSAB, the Buyer shall, using a template accepted by SSAB, provide SSAB with an end-user certificate specifying the end user for products in question.

28. **Code of Conduct:** SSAB is committed to a Code of Conduct (available at SSAB.com), which describes how SSAB does business. SSAB expects similar commitments from its business partners and the Buyer undertakes to comply with the Business Partner Code of Conduct (available at SSAB.com) or a corresponding code of conduct drawn up by the Buyer and published on its website at the time for entering into this contract.



South Bend & Fort Wayne / www.jpr1source.com
 Civil Engineering / Architecture / Landscape Architecture / Land Surveying
 Planning / GIS Consulting / Environmental / Utility Management

Town of Bristol
 303 E. Vistula St.
 Bristol, IN 46507

January 31, 2026
 Project No: 2023-00005
 Invoice No: 0052557
 Due Date: March 02, 2026

Invoice Total	12,154.64
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Project 2023-00005 Water System Improvements
Professional Services from January 01, 2026 to January 31, 2026

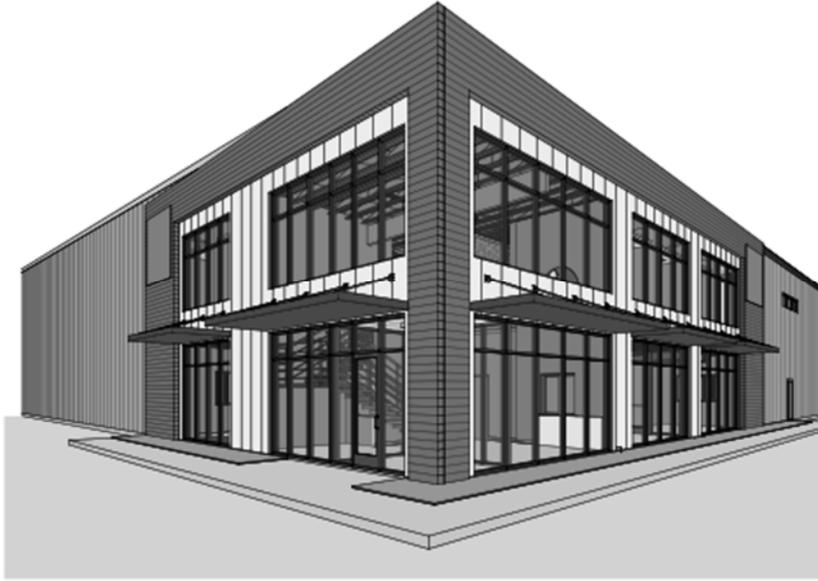
Phase 001 101 - Study & Report
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study & Report	30,000.00	100.00	30,000.00	30,000.00	0.00
Preliminary Design	560,000.00	100.00	560,000.00	560,000.00	0.00
Final Design	300,000.00	100.00	300,000.00	300,000.00	0.00
Bidding	51,000.00	100.00	51,000.00	51,000.00	0.00
Construction Admin	412,232.27	78.00	321,541.17	313,296.53	8,244.64
Post Construction Services	60,000.00	0.00	0.00	0.00	0.00
RPR (Inspection)	391,000.00	63.00	246,330.00	242,420.00	3,910.00
Es'mt & Land Acquisition Assistance	46,767.73	100.00	46,767.73	46,767.73	0.00
Direct Expenses	40,000.00	100.00	40,000.00	40,000.00	0.00
Total Fee	1,891,000.00		1,595,638.90	1,583,484.26	12,154.64
Total Fee					12,154.64
				Total this Phase	12,154.64
				Total this Invoice	12,154.64

Please remit all payments to **Jones Petrie Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601.**
 If you have any questions or would like to pay via ACH or credit card please call 574-232-4388 or email us at accounting@jpr1source.com.

SERVICE CHARGE: A delinquency charge of 1.5% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

We appreciate the opportunity to be of service!

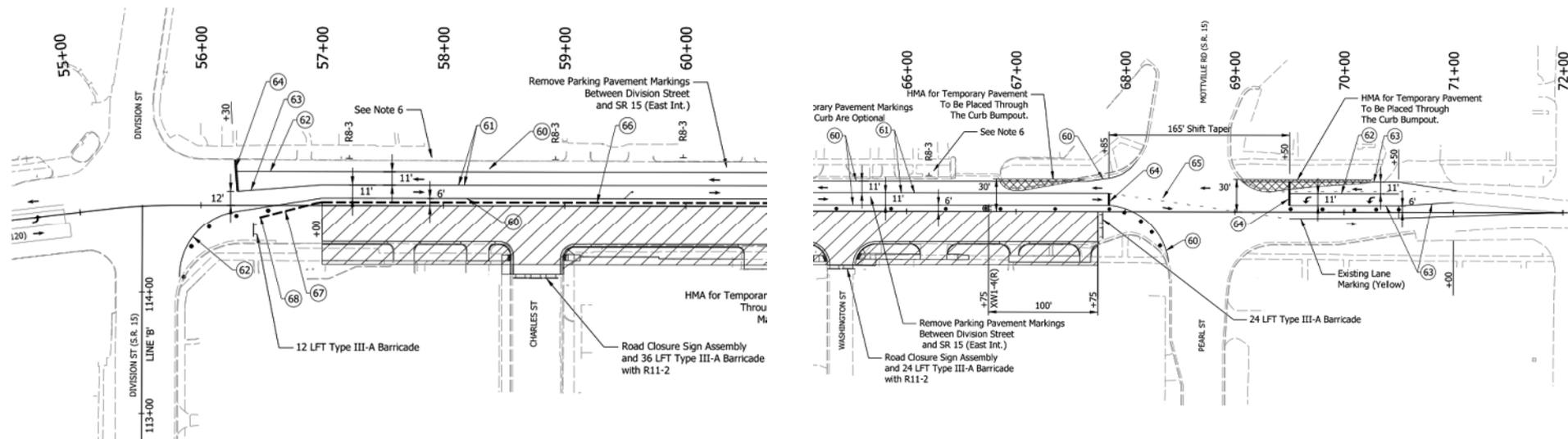


Great Lakes new office building at corner of Maple and Earthway

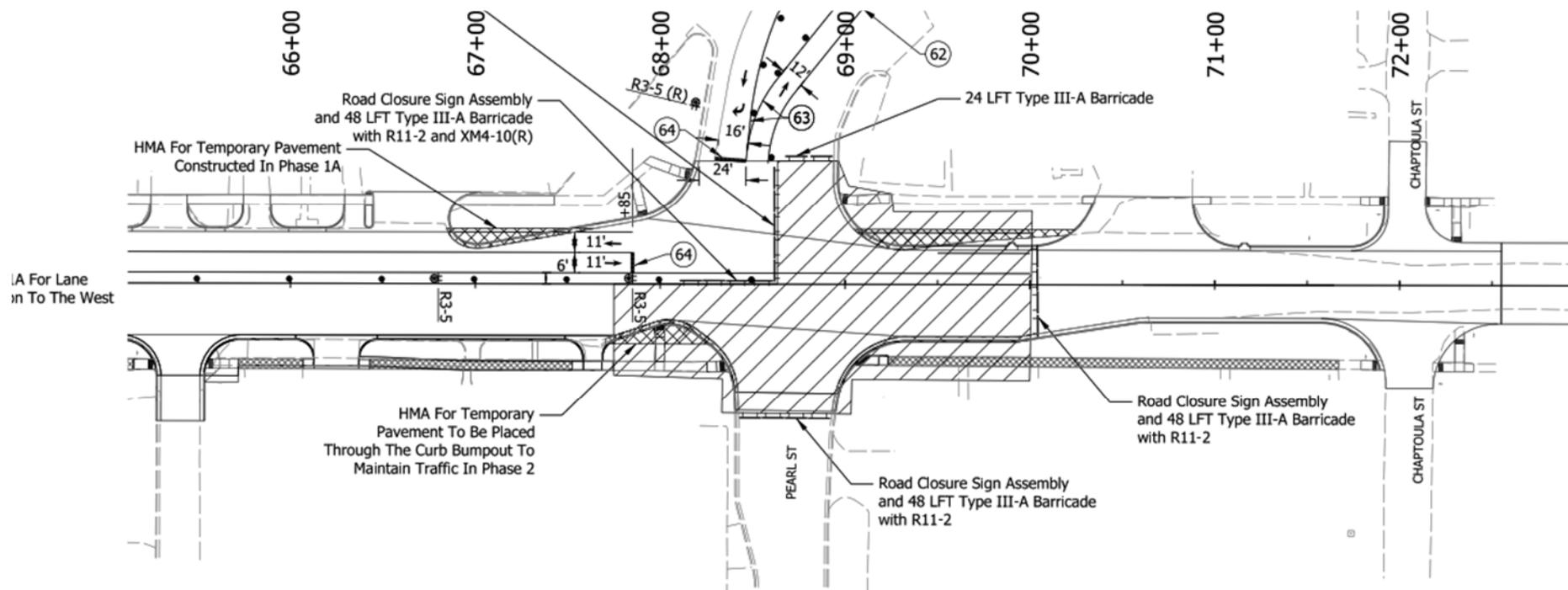




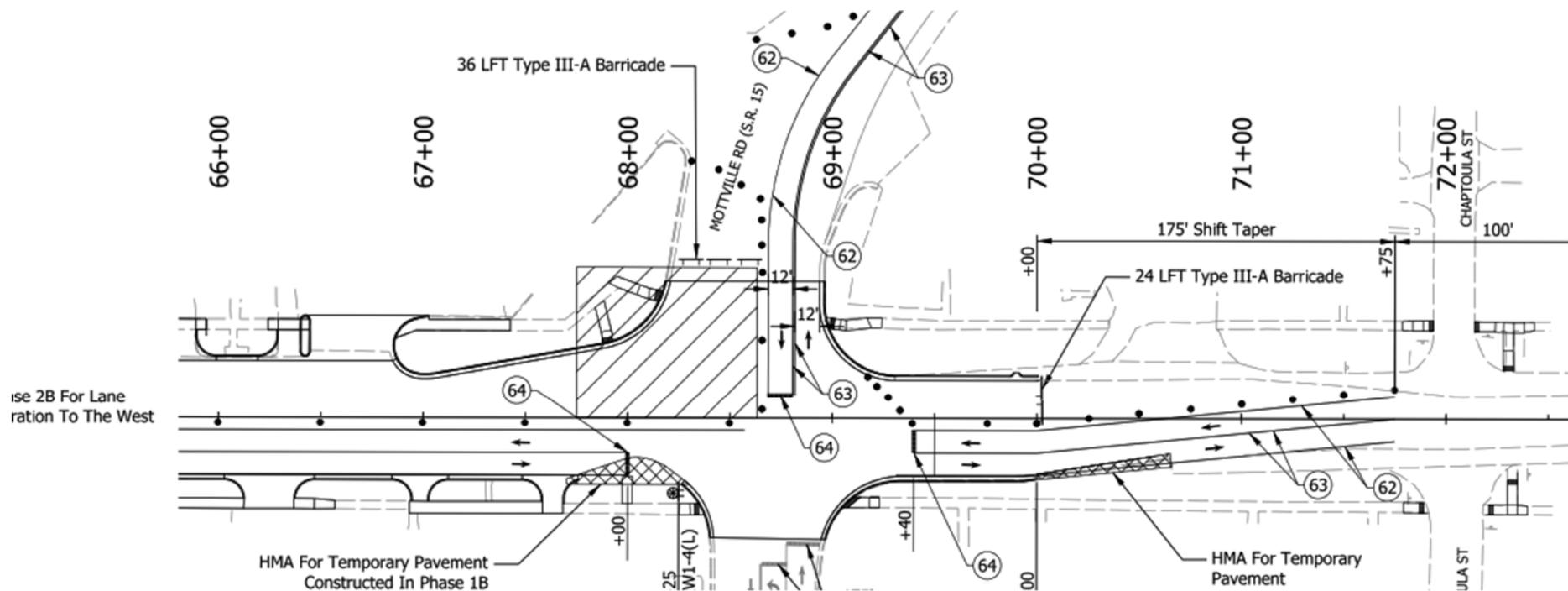




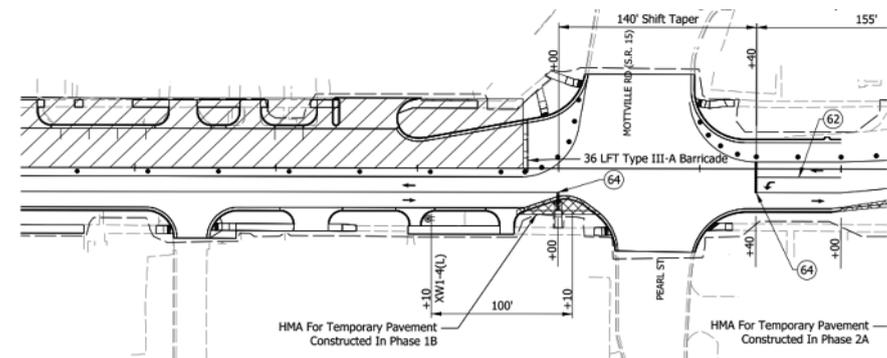
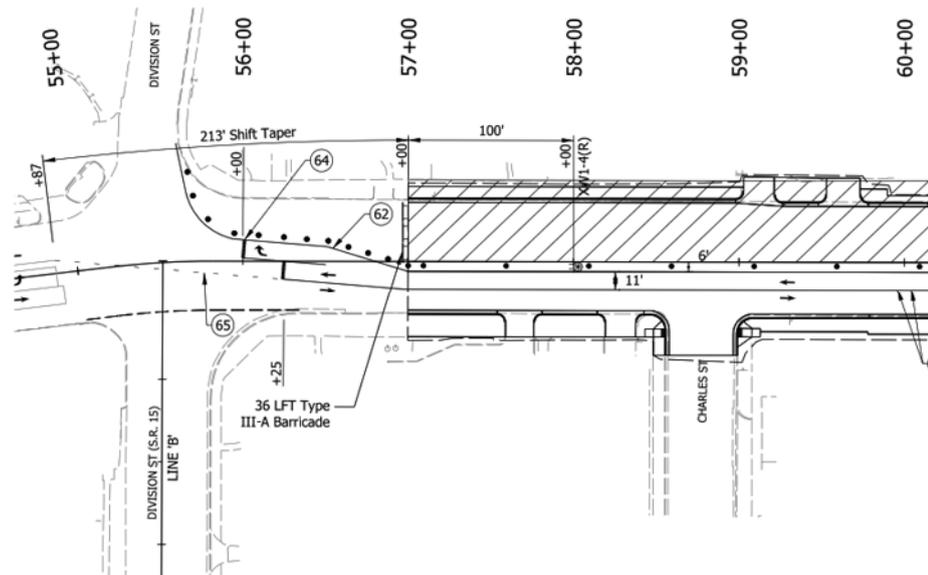
Phase 1a will push traffic to the north side of 120 but still allows for 2 lanes of traffic through 120 and unrestricted turning movements at the major intersections. We'll be working between the 15s. We will sign a truck detour during this phase that will remain up for a lot of the work that utilizes Bristol's local truck route. (3/10/26 to 5/29/26)



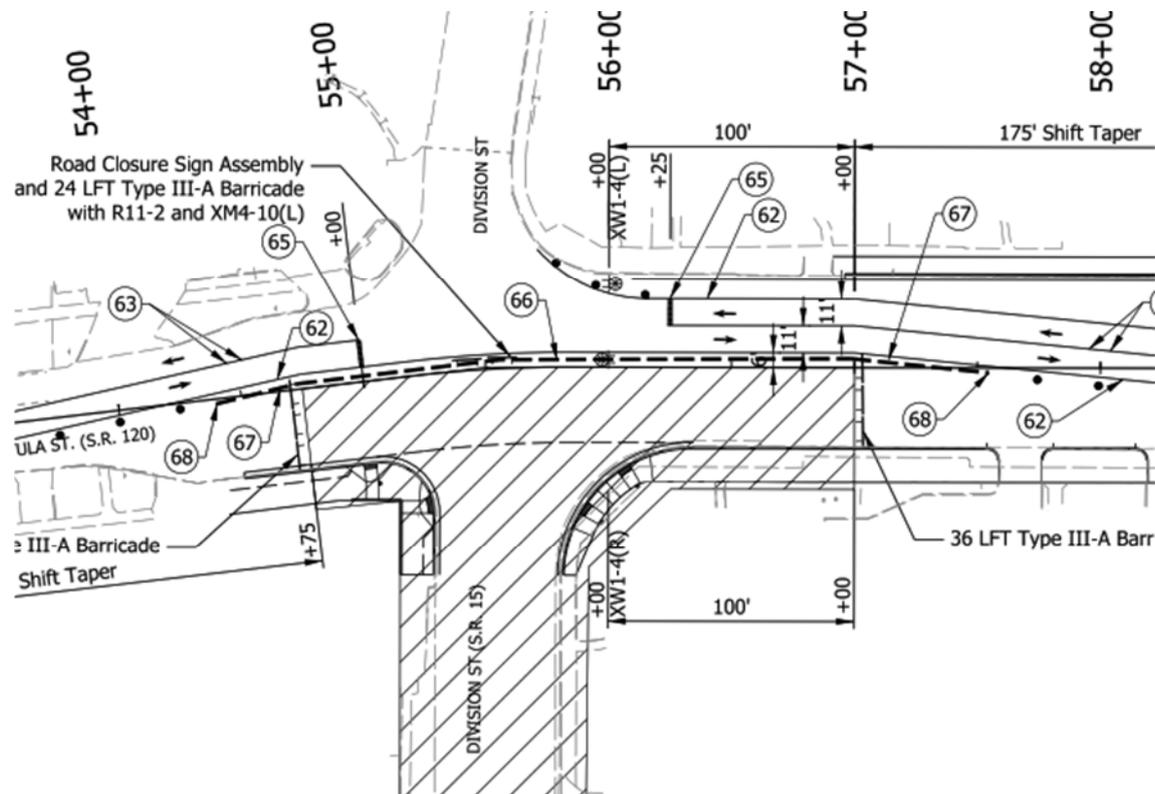
Phase 1b restricts the intersection of 120 and Pearl as shown below. They have 3 weeks for this phase. This phase will have a posted detour for 120 of SR 13 to US 20 to SR 15. (5/30/26 to 6/23/26)



Phase 2a restricts the northwest corner of Pearl and 120 but will only restrict right turning movements off Mottville and attempt to keep trucks out of downtown with the truck detour route posted to keep them going straight through the Mottville intersection to Pearl. (6/24/26 to 7/8/26)



Phase 2b pushes traffic to the south side of 120 while we construct the north half between the 15s again. Major intersections are back to being unrestricted during this phase. (7/9/26 to 9/4/26)



Phase 3, which is probably the last for 2026, closes SR 15 from 120 to south edge of the RR tracks. It will utilize Bristol's truck detour routes for the posted detour. (9/5/26 to 12/7/26)



Hometown Summer Nights

Food • Music • Shop • We're Still Open

June 19th, July 17th, and Aug 21st (3rd Friday)

5:30–6:00 pm

- Streets close / vendors finish setup
- Kids' activities open (chalk art, bubbles, face painting)

6:00–7:00 pm

- Food & businesses fully open
- Peak dinner window

7:00–8:30 pm

- Main entertainment
- This is late enough to feel “special” but early enough for families

8:30–9:00 pm

- Wind-down music
- Final food sales
- Families with young kids can exit without missing the highlight

Ordinance No. 2.19.2026-1

Additional Appropriation Ordinance

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2026 annual budget,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purpose specified, subject to laws governing the same:

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, on this 19th day of February, 2026.

Increase:

FUND #	Appropriation #	Amount	Reason
2405 CCMG 2025-1 project	2405-001-366	\$356,164.65	Other sections of Elkhart & St. Joseph Streets

Total: \$356,164.65

BRISTOL TOWN COUNCIL - TOWN OF BRISTOL, INDIANA

By _____
Jeff Beachy, President

By _____
Doug DeSmith

By _____
Cathy Burke

By _____
Dean Rentfrow

ATTEST:

By _____
Gregg Tuholski

Cathy Antonelli, Clerk-Treasurer

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the **Bristol Municipal Complex, 303 E Vistula, at 7:00 p.m.**, on **Thursday, March 5, 2026 – Ordinance No. 3-5-2026-4**

Increase:

FUND #	Appropriation #	Amount	Reason
2201 MVH Unrestricted	2201-001-4430	\$ 30,000	CCMG Elkhart Street
2202 Local Road & Streets	2202-001-4430	\$ 20,000	CCMG Elkhart Street
2500 MS-4	2500-001-4442	\$ 9,000	street department building
2570 TIF 130 South	2570-001-4412.200	\$672,000	water main in Elkhart St & street dept building
2580 TIF 148 East	2580-001-4400	\$448,134	water main / Ponderosa realignment
2565 TIF 171 GGT	2565-001-4412.200	\$100,000	street department building
2585 TIF Seahawk	2585-001-4400	\$200,000	street department building
2586 TIF RailPark	2586-001-4412.200	\$100,000	street department building
2545 RD give back fund	2545- 001-4315	\$ 50,000	Festival & event expenses

Total: \$1,629,134

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

Dated: February 19, 2026
Cathy Antonelli, Clerk-Treasurer



BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET

BRISTOL, IN. 46507

Office 1-574-848-4155 / Fax 1-574-848-0459



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

February 2026 Operations Report:

We responded to 112 calls in January.

We had 340 responses in January.

Primary Incident Type	Incidents
Abdominal pain / problems	1
Accidental alarm	4
Altered mental status	1
Assault	1
Breathing problems	9
CO alarm	1
Cancelled	5
Cardiac arrest	1
Chest pain (non-trauma)	5
Choking	1
Citizen assist / service call	7
Convulsions / seizures	4
Diabetic problems	2
Fall	9
Fire / smoke alarm	3
Heart problems	1
Hemorrhage / laceration	3
Lift assist	1
Motor vehicle collision	10
Nausea / Vomiting	1
No appropriate choice (medical response)	5
Odor investigation	1
Poisoning	3
Psychological / behavior issues	4
Room and contents fire	1
Sick case	21
Stab / penetrating trauma	1
Stroke / CVA	2
Unconscious victim	3
Vehicle fire - commercial	1
Total	112



BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET
BRISTOL, IN. 46507
Office 1-574-848-4155 / Fax 1-574-848-0459



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

On January 27, 2026 @ 1052 we were dispatched to a structure fire at 1305 West Vistula. We were advised by Elkhart County Communications that a mom and a baby were trapped inside. The first initial Bristol Fire crew went into the building and began a search. A second Bristol Fire crew went in and began extinguishing the fire. With great teamwork from Bristol Fire Department and Bristol Police Department the 100, 200, and 300 apartment buildings were evacuated. No lives were lost and the mother and baby were not hurt. We would like to thank the Bristol Police Department, Osolo Township Fire Department, and Jefferson Township Fire Department.

Additional:

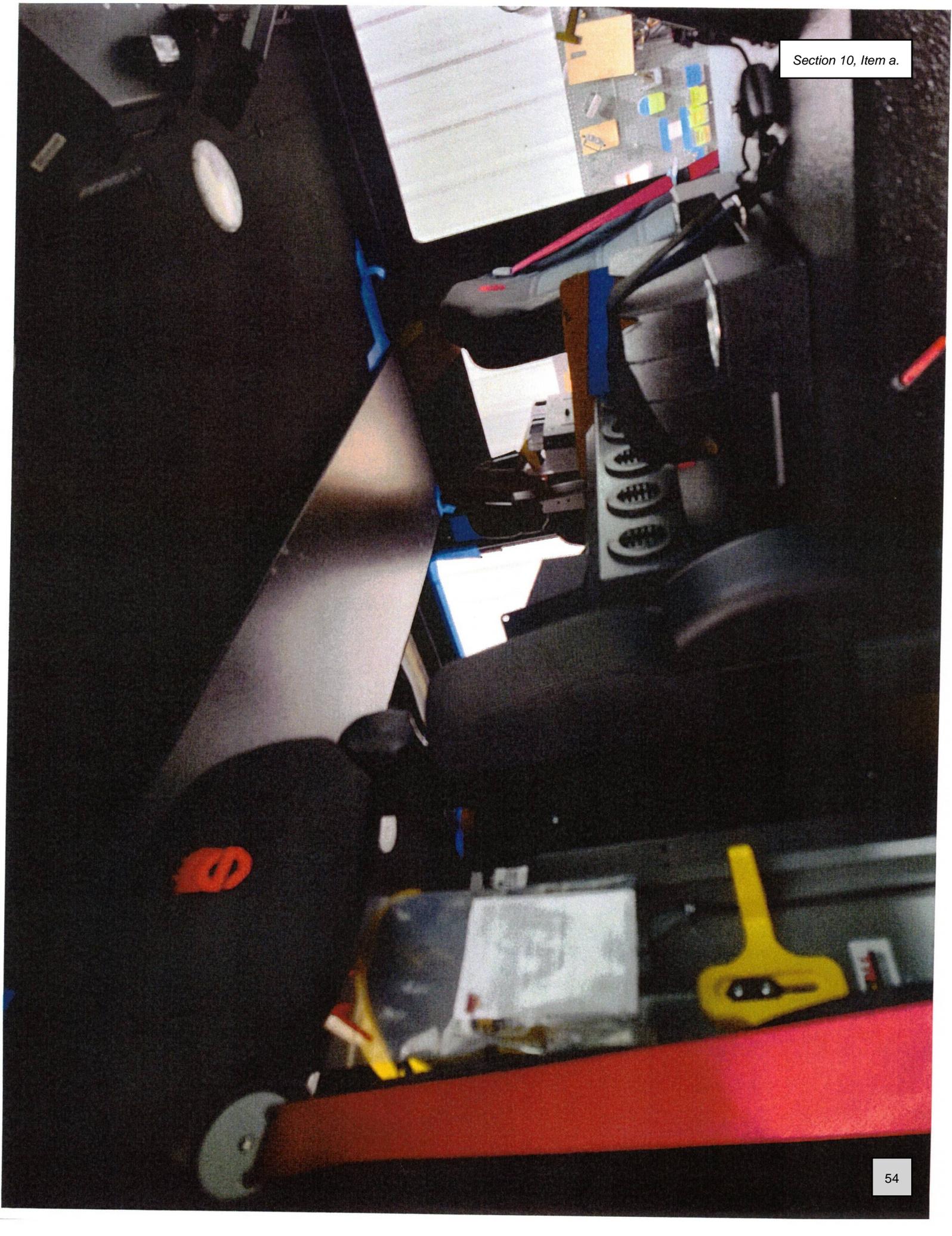
We would like to thank the community for all their support.

**Thank you,
Nicholas J.A. Kantz
Fire Chief**

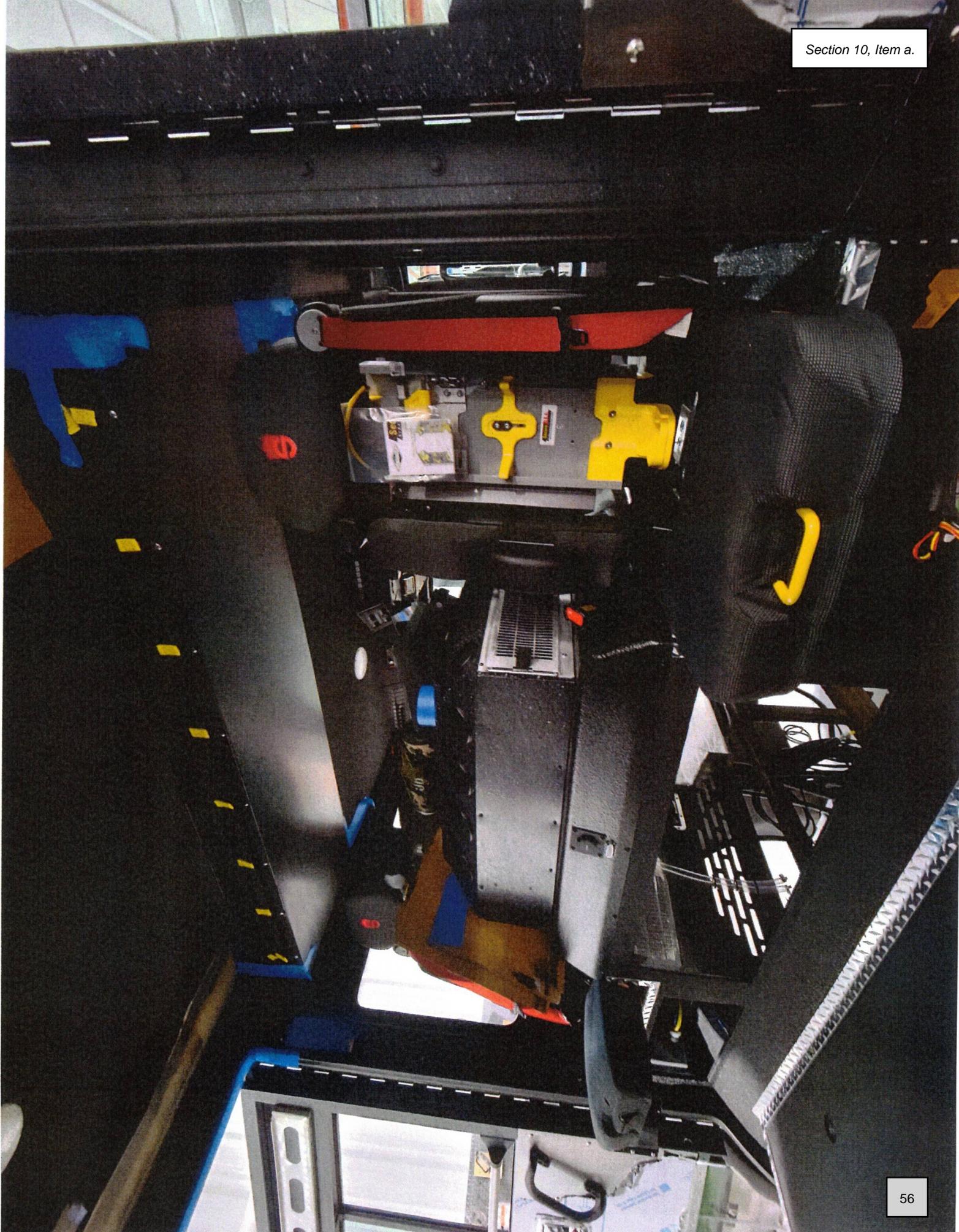


















February 3, 2026 Park Board meeting minutes.

- **Meeting Logistics & Attendance** (0:31-1:30): The meeting begins with a roll call and approval of the January park board report. Scott, initially running late, joins the meeting and is listed as present.
- **Budget 101** (1:33-16:10): Mike provides a detailed explanation of the town's budget structure, focusing on the park board's independent tax rate and revenue.
 - The park board has its own tax rate of 0.025 by 2, which the council can adjust.
 - For the current tax year, the park board expects to generate **\$86,697 from property taxes** (2:54-3:16).
 - The 2025 budget was **\$91,260** (4:36-4:39).
 - Revenues are projected to increase by about 3% annually, which is a state mandate for revenue generation, regardless of cost increases or town growth (8:07-9:02).
- **Online Reservation System** (16:25-30:23): The board discusses implementing an online reservation system for park rentals.
 - A key challenge is the two-tiered rental rate (resident vs. non-resident) as the online platform doesn't support this distinction automatically (17:11-17:29). The board decides to move to a **flat rate of \$200 for Hermance Park rentals**, acknowledging this will generate more revenue and potentially fund future improvements (29:41-30:01).
 - The initial module doesn't allow renters to complete applications online (18:20-18:28). An additional **\$750 fee** is proposed to enable online forms and e-signatures, bringing the one-time cost to **\$1,200** and an annual fee of \$75 (24:27-24:41). The board approves this motion unanimously (24:46-24:48).
 - Renters will still need to come in person to pay deposits and pick up keys (23:47-23:52).
- **Farmers Market Update** (30:49-31:19): The farmers market will not be hosted in a park but at a local church, so the parks won't be involved at this time.
- **Hiring a Park Employee** (31:25-36:12): The idea of hiring a part-time park employee is discussed.
 - **\$3,000 is budgeted** for a part-time position (32:05-32:09), with a previous hourly rate of **\$17-\$18** (36:31-36:34).
 - The board decides to table the discussion until the next meeting to brainstorm specific tasks for the employee, which could include assisting with park maintenance, managing volunteer efforts, and potentially grant writing (32:46-36:12).
- **Hermance Park Wetland Planting Project** (36:44-53:42): Updates are provided on the wetland planting project in Hermance Park.

- A list of low-maintenance, wet-tolerant native plants has been compiled (36:58-37:13).
- The discussion includes expanding the planting area beyond the former playground site (38:18-38:25) and potentially adding a **walking path** (38:35-38:58) which would require heavy equipment and soil amendment (37:46-38:10).
- Volunteers will be sought for planting, and assistance from the town with equipment is being explored (51:59-52:06).
- **Memorial Park Proposal** (53:47-1:03:13): The board discusses a proposal for a memorial sign in Memorial Park.
 - An initial estimate for a 2-foot by 3-foot aluminum sign, similar in appearance to existing bronze signs but more theft-resistant, is **\$4,500** (54:40-54:45).
 - The sign could fit approximately **50 names** (1:00:25-1:00:26), with the option for a double-sided engraving if more space is needed (1:00:39-1:00:44).
 - The board discusses the potential impact of INDOT construction on the park and the criteria for selecting names for the memorial (56:06-59:02).
 - An application process for memorializing names is suggested, with some flexibility for eligibility outside strict parameters (1:02:06-1:03:07).
- **Election of Park Board President and Vice President** (1:03:30-1:04:41): Mike Ropp is re-elected as President, and Scott Dreamer is elected as Vice President.
- **Miscellaneous Discussion** (1:04:47-1:07:22): The video concludes with a brief discussion about Rosemarie's re-appointment and an ongoing legal dispute regarding land ownership involving the Town of Bristol.