



TOWN COUNCIL REGULAR MEETING

Thursday, November 21, 2024 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 meeting minutes from regular council meeting 11.7.2024 & work session 11.19.2024

7. PLANNING AND DEVELOPMENT ITEMS

REPORTS

8. TOWN MANAGER

- a. Water project Change order #1 | \$56,699 increase
- b. Water Project Change order #2 | \$43,865.50 increase
- c. Pay app #2 Water Main project (SRF) Niblock \$322,802.50
- d. Common wealth Summary report
 - 1. SRF disbursement #13 | \$38,542
 - 2. SRF disbursement # 15 | \$51,101
 - 3. SRF disbursement #16 686,088.12 and Pay application # 4 | \$686,088.12 to contractor and \$36,109.90 to project retainage account
- e. Project update from Town Manager
ORV ordinance

9. CLERK-TREASURER

- a. update on community garden utility bill

10. TOWN MARSHAL

- a. Agreement to transfer Raider
- b. Monthly reports

11. FIRE CHIEF

- a. Review of monthly operations report

12. PARK BOARD

13. TOWN ATTORNEY

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

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

15. TOWN COUNCIL DISCUSSION ITEMS

- a. Doug DeSmith
- b. Dean Rentfrow
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

December 5 7:00 pm Council meeting

16. MOTION TO ADJOURN

Change Order No. 1

Section 8, Item a.

Date of Issuance: 11/18/2024
Owner: Town of Bristol
Contractor: Niblock
Engineer: Jones Petrie Rafinski Corp.
Project: Town of Bristol Water System Improvements

Effective Date: 11/21/2024
Owner's Contract No.:
Contractor's Project No.: N/A
Engineer's Project No.: 2023-0005
Contract Name: A

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

Description:

Changes for water services on Vistula. Deleting curb stop due to lack of room, replacing and relocating meter pits to the south side of the road.
Other adjustments to piping and restoration due to meter pit changes.
Town providing seters and meters to be installed by contractor.

Attachments:

- 1. Change Order Worksheet
2. Revised Plan Sheets C601, C602, C603, C604, C605, C606, C607, Curb and restoration revisions on C608, C609, C614
3. Product Cut Sheets for Meter Pit.

Table with 2 main columns: Change in Contract Price and Change in Contract Time. Rows include Original Contract Price (\$5,987,307.00), Previous change orders, Net Change from Previous Change Orders (\$ -), Contract Price prior to this change order (\$ 5,987,307.00), Net change from this change order (\$ 56,699.00), Contract Price incorporating this change order (\$ 6,044,006.00), and Original Contract Times (Substantial Completion 7/15/2025, Final Completion 8/19/2025).

Table with 3 columns for signatures and dates. Columns are Recommended (By Engineer: Jones Petrie Rafinski Corp, Signature, Title: Senior Project Engineer, Date: 11/18/2024), Accepted (By Owner: Town of Bristol, Signature, Title: Town Manager, Date), and Accepted (By Contractor: Niblock, Signature, Title, Date: 11/19/2024).

Change Order No. 2

Section 8, Item b.

Date of Issuance: 11/19/2024
Owner: Town of Bristol
Contractor: Niblock
Engineer: Jones Petrie Rafinski Corp.
Project: Town of Bristol Water System Improvements

Effective Date: 11/21/2024
 Owner's Contract No.:
 Contractor's Project No.: N/A
 Engineer's Project No.: 2023-0005
 Contract Name: A

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

Description:

In exchange for the 2 year temporary use of their land for access to the Tower site, this project will perform some improvements to the parking lot and fencing. The stone road and fence repairs were included in the contract. The additional clearing was beyond the contract work of clearing the area needed for the access road. During the clearing a gate was identified with an established culvert and soil improvements. The easement was re-written and the entrance was improved to asphalt. Additional Clearing and Grubbing at temporary access road is for the additional unsuitable material from the property owner price includes crew time and trucking offsite.

Flowable fill to stabilize and secure tee added on old AC pipe. As directed by Town.
 Repairs due to unidentified and unknown pipe at the Vistula/Ponderosa crossing.

Attachments:

- 1. Change Order Worksheet

| Change in Contract Price | | Change in Contract Time | |
|---|------------------------|---|-----------|
| Original Contract Price: | \$5,987,307.00 | Original Contract Times: | |
| Previous change orders: | | Substantial Completion | 7/15/2025 |
| 1 | \$56,699.00 | Final Completion | 8/19/2025 |
| | | Increase/Decrease from Change Orders (days) | |
| | | Change Order 2 | 0 |
| | | Total | |
| | | | 0 |
| Net Change from Previous Change Orders: | \$ 56,699.00 | Contract times with all approved change orders | |
| Contract Price prior to this change order: | \$ 6,044,006.00 | | |
| Net change from this change order | \$ 43,865.50 | Substantial Completion | 7/15/2025 |
| Contract Price incorporating this change order | \$ 6,087,871.50 | Final Completion | 8/19/2025 |

| | | |
|---|--|---|
| <p>Recommended: By Engineer: Jones Petrie Rafinski Corp  _____ Signature Senior Project Engineer _____ Title 11/19/2024 _____ Date</p> | <p>Accepted: By Owner: Town of Bristol _____ Signature Town Manager _____ Title _____ Date</p> | <p>Accepted: By Contractor: Niblock  _____ Signature PRESIDENT _____ Title 11/19/2024 _____ Date</p> |
|---|--|---|

Contractor's Application for Payment No. **2**

Section 8, Item c.

Project: Town of Bristol Water System Improvements - Contract A
 Owner: Town of Bristol
 Contractor: Niblock

For work completed through:

October 31, 2024

Change Order Summary

| Change Order no. | Additions | Deductions |
|------------------------------------|----------------------|-------------|
| 1 | \$ 56,699.00 | |
| 2 | \$ 43,865.50 | |
| Totals | \$ 100,564.50 | \$ - |
| Net change by change orders | \$ 100,564.50 | |

| | | |
|---------------------------------|-----------|-------------------|
| Original Contract Price | \$ | 5,987,307.00 |
| Net change by change orders | \$ | 100,564.50 |
| Current Contract Price | \$ | 6,087,871.50 |
| Total Work installed | \$ | 457,292.10 |
| Total, Materials stored on site | \$ | - |
| Total, Installed and stored | \$ | 457,292.10 |
| Retainage | | |
| 5% of work completed | 5% \$ | 22,864.61 |
| 5% of stored Materials | 5% \$ | - |
| Total retainage | \$ | 22,864.61 |
| Amount Eligible to date: | \$ | 434,427.50 |
| Less Previous Payments | \$ | 111,625.00 |
| Amount Due | \$ | 322,802.50 |
| Balance to finish | \$ | 5,653,444.01 |

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.

Engineer Recommends Payment of: **\$322,802.50**

Signature *[Signature]* Date **11-21-24**

~~_____
 Contractor Signature~~ Date **11-30-2024**

Owner approves payment of: \$ _____

Signature _____ Date _____

Project: Town of Bristol Water System Improvements
 Owner: Town of Bristol
 Contractor: Niblock

Progress Worksheet

| ITEM NO. | DESCRIPTION | Original Contract Quantity | Revised Contract Quantity | Unit | Original Contract Unit Price | Revised Contract Unit Price | Original Contract Value | Revised Contract Value | Installed this period | Installed previous period | Installed to date | Value of work installed to date |
|-----------------------------------|---|----------------------------|---------------------------|------|------------------------------|-----------------------------|-------------------------|------------------------|-----------------------|---------------------------|-------------------|---------------------------------|
| Mandatory Bid Alternate A1 | | | | | | | | | | | | |
| A1 1.1 | Mobilization & Demobilization, Max 5% | 1 | 1 | LSUM | \$ 122,500.00 | \$ 122,500.00 | \$ 122,500.00 | \$ 122,500.00 | - | 0.50 | 0.50 | \$ 61,250.00 |
| A1 2.1 | Construction Staking | 1 | 1 | LSUM | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | 0.25 | - | 0.25 | \$ 6,375.00 |
| A1 3.1 | Erosion Control | 1 | 1 | LSUM | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | - | - | - | \$ - |
| A1 4.1 | Tower & Well Site Clearing | 1 | 1 | LSUM | \$ 75,000.00 | \$ 75,000.00 | \$ 75,000.00 | \$ 75,000.00 | - | 0.75 | 0.75 | \$ 56,250.00 |
| A1 5.1 | Dewatering | 1 | 1 | LSUM | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | - | - | - | \$ - |
| A1 6.1 | Maintenance of Traffic | 1 | 1 | LSUM | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | 0.50 | - | 0.50 | \$ 17,500.00 |
| A1 7.1 | 10" C900 PVC Water Main | 1,630 | 1,630 | LFT | \$ 97.50 | \$ 97.50 | \$ 158,925.00 | \$ 158,925.00 | 1,071.00 | - | 1,071.00 | \$ 104,422.50 |
| A1 7.2 | 8" C900 PVC Water Main | 3 | 3 | LFT | \$ 95.00 | \$ 95.00 | \$ 285.00 | \$ 285.00 | - | - | - | \$ - |
| A1 7.3 | 6" C900 PVC Water Main | 40 | 40 | LFT | \$ 65.50 | \$ 65.50 | \$ 2,620.00 | \$ 2,620.00 | 39.00 | - | 39.00 | \$ 2,554.50 |
| A1 8.1 | 10" Gate Valve & Box | 9 | 9 | EA | \$ 4,775.00 | \$ 4,775.00 | \$ 42,975.00 | \$ 42,975.00 | 5.00 | - | 5.00 | \$ 23,875.00 |
| A1 8.2 | 8" Gate Valve & Box | 1 | 1 | EA | \$ 3,335.00 | \$ 3,335.00 | \$ 3,335.00 | \$ 3,335.00 | - | - | - | \$ - |
| A1 8.3 | 6" Gate Valve & Box | 2 | 2 | EA | \$ 2,435.00 | \$ 2,435.00 | \$ 4,870.00 | \$ 4,870.00 | 1.00 | - | 1.00 | \$ 2,435.00 |
| A1 9.1 | 2" PE CTS Water Service | 390 | 243 | LFT | \$ 45.00 | \$ 45.00 | \$ 17,550.00 | \$ 10,935.00 | - | - | - | \$ - |
| A1 9.2 | 2" Water Service Curb Stop Assembly | 1 | 1 | EA | \$ 3,250.00 | \$ 3,250.00 | \$ 3,250.00 | \$ 3,250.00 | - | - | - | \$ - |
| A1 9.3 | 1" PE CTS Water Service | 1,610 | 1,786 | LFT | \$ 41.50 | \$ 41.50 | \$ 66,815.00 | \$ 74,119.00 | - | - | - | \$ - |
| A1 9.4 | 1" Water Service Curb Stop Assembly | 32 | 5 | EA | \$ 1,890.00 | \$ 1,890.00 | \$ 60,480.00 | \$ 9,450.00 | - | - | - | \$ - |
| A1 9.5 | Corp & Connect to Existing | 0 | 32 | EA | \$ - | \$ 1,285.00 | \$ - | \$ 41,120.00 | 15.00 | - | 15.00 | \$ 19,275.00 |
| A1 9.6 | Meter Pits, Installed & Connected | 0 | 32 | EA | \$ - | \$ 2,060.00 | \$ - | \$ 65,920.00 | - | - | - | \$ - |
| A1 10.1 | Fire Hydrant Assembly - Type 1 | 5 | 5 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 60,000.00 | \$ 60,000.00 | 5.00 | - | 5.00 | \$ 50,000.00 |
| A1 10.2 | Fire Hydrant Assembly Removal | 4 | 4 | EA | \$ 750.00 | \$ 750.00 | \$ 3,000.00 | \$ 3,000.00 | - | - | - | \$ - |
| A1 11.1 | 10" DI 90 Deg. Bend | 1 | 1 | EA | \$ 1,285.00 | \$ 1,285.00 | \$ 1,285.00 | \$ 1,285.00 | 1.00 | - | 1.00 | \$ 1,285.00 |
| A1 11.2 | 10" DI 45 Deg. Bend | 6 | 6 | EA | \$ 1,065.00 | \$ 1,065.00 | \$ 6,390.00 | \$ 6,390.00 | 9.00 | - | 9.00 | \$ 9,585.00 |
| A1 11.3 | 10" DI 22.5 Deg. Bend | 2 | 2 | EA | \$ 1,050.00 | \$ 1,050.00 | \$ 2,100.00 | \$ 2,100.00 | - | - | - | \$ - |
| A1 11.4 | 12" x 10" Tapping Valve & Sleeve | 1 | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | 1.00 | - | 1.00 | \$ 10,000.00 |
| A1 11.5 | 10" x 10" Tee Fitting | 1 | 1 | EA | \$ 2,375.00 | \$ 2,375.00 | \$ 2,375.00 | \$ 2,375.00 | 1.00 | - | 1.00 | \$ 2,375.00 |
| A1 11.6 | 10" x 8" Reducer Fitting | 1 | 1 | EA | \$ 900.00 | \$ 900.00 | \$ 900.00 | \$ 900.00 | - | - | - | \$ - |
| A1 11.7 | 10" x 6" Tee Fitting | 2 | 2 | EA | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 4,000.00 | 2.00 | - | 2.00 | \$ 4,000.00 |
| A1 11.8 | 10" Plug | 1 | 1 | EA | \$ 630.00 | \$ 630.00 | \$ 630.00 | \$ 630.00 | 1.00 | - | 1.00 | \$ 630.00 |
| A1 11.9 | 8" x 8" Tee Fitting | 1 | 1 | EA | \$ 1,690.00 | \$ 1,690.00 | \$ 1,690.00 | \$ 1,690.00 | - | - | - | \$ - |
| A1 11.10 | 6" x 6" Tapping Valve & Sleeve | 1 | 1 | EA | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | 1.00 | - | 1.00 | \$ 6,500.00 |
| A1 11.11 | 6" DI 90 Deg. Bend | 1 | 1 | EA | \$ 650.00 | \$ 650.00 | \$ 650.00 | \$ 650.00 | - | - | - | \$ - |
| A1 12.1 | INDOT Pavement Restoration - HMA Surface | 16 | 16 | TON | \$ 250.00 | \$ 250.00 | \$ 4,000.00 | \$ 4,000.00 | 12.46 | - | 12.46 | \$ 3,115.00 |
| A1 12.2 | INDOT Pavement Restoration - HMA Intermediate | 25 | 25 | TON | \$ 200.00 | \$ 200.00 | \$ 5,000.00 | \$ 5,000.00 | 11.73 | - | 11.73 | \$ 2,346.00 |
| A1 12.3 | INDOT Pavement Restoration - HMA Base | 96 | 96 | TON | \$ 150.00 | \$ 150.00 | \$ 14,400.00 | \$ 14,400.00 | 22.31 | - | 22.31 | \$ 3,346.50 |
| A1 12.4 | INDOT Pavement Restoration - Compacted Subgrade Type 1C | 115 | 115 | TON | \$ 55.00 | \$ 55.00 | \$ 6,325.00 | \$ 6,325.00 | 59.22 | - | 59.22 | \$ 3,257.10 |
| A1 13.1 | Local Roadway Pavement Restoration - HMA Surface | 4 | 4 | TON | \$ 250.00 | \$ 250.00 | \$ 1,000.00 | \$ 1,000.00 | - | - | - | \$ - |
| A1 13.2 | Local Roadway Pavement Restoration - HMA Intermediate | 7 | 7 | TON | \$ 200.00 | \$ 200.00 | \$ 1,400.00 | \$ 1,400.00 | - | - | - | \$ - |
| A1 13.3 | Local Roadway Pavement Restoration - HMA Base | 7 | 7 | TON | \$ 150.00 | \$ 150.00 | \$ 1,050.00 | \$ 1,050.00 | - | - | - | \$ - |
| A1 13.4 | Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base | 13 | 13 | TON | \$ 80.00 | \$ 80.00 | \$ 1,040.00 | \$ 1,040.00 | - | - | - | \$ - |
| A1 14.1 | SR 120 Streetscape - 4" Sidewalk | 940 | 940 | SYD | \$ 85.00 | \$ 85.00 | \$ 79,900.00 | \$ 79,900.00 | - | - | - | \$ - |
| A1 14.2 | SR 120 Streetscape - 9" PCPP | 150 | 150 | SYD | \$ 175.00 | \$ 175.00 | \$ 26,250.00 | \$ 26,250.00 | - | - | - | \$ - |
| A1 14.3 | SR 120 Streetscape - INDOT No. 8 Agg. Backfill | 289 | 289 | SYD | \$ 100.00 | \$ 100.00 | \$ 28,900.00 | \$ 28,900.00 | - | - | - | \$ - |
| A1 15.1 | SR 120 Streetscape - Curb Ramp Restoration | 55 | 55 | SYD | \$ 300.00 | \$ 300.00 | \$ 16,500.00 | \$ 16,500.00 | - | - | - | \$ - |
| A1 16.1 | SR 120 Streetscape - Concrete Curb Restoration | 205 | 205 | LFT | \$ 45.00 | \$ 45.00 | \$ 9,225.00 | \$ 9,225.00 | 43.00 | - | 43.00 | \$ 1,935.00 |
| A1 17.1 | Tower Site Temporary Access Road | 1,420 | 1,420 | SYD | \$ 17.50 | \$ 17.50 | \$ 24,850.00 | \$ 24,850.00 | 1,420.00 | - | 1,420.00 | \$ 24,850.00 |
| A1 17.2 | Tower Site Temporary Access Road - Local Roadway Pavement Restoration - HMA Surface | 0 | 22 | TON | \$ - | \$ 250.00 | \$ - | \$ 5,537.50 | 22.15 | - | 22.15 | \$ 5,537.50 |
| A1 17.3 | Tower Site Temporary Access Road - Local Roadway Pavement Restoration - HMA Base | 0 | 49 | TON | \$ - | \$ 150.00 | \$ - | \$ 7,323.00 | 48.82 | - | 48.82 | \$ 7,323.00 |
| A1 17.4 | Tower Site Temporary Access Road - Additional Clearing & Grubbing | 0 | 1 | LSUM | \$ - | \$ 8,975.00 | \$ - | \$ 8,975.00 | 1.00 | - | 1.00 | \$ 8,975.00 |
| A1 18.1 | Landscape Restoration & Seeding | 1 | 1 | LSUM | \$ 7,750.00 | \$ 7,750.00 | \$ 7,750.00 | \$ 7,750.00 | - | - | - | \$ - |
| A1 19.1 | Water Main Line Stop - 6" Undistributed | 2 | 2 | EA | \$ 10,500.00 | \$ 10,500.00 | \$ 21,000.00 | \$ 21,000.00 | - | - | - | \$ - |
| A1 20.1 | Flowable Fill, Installed, for AC Pipe Support, as Directed by Engineer or Town | 0 | 20 | CY | \$ - | \$ 415.00 | \$ - | \$ 8,300.00 | 11.00 | - | 11.00 | \$ 4,565.00 |
| A1 21.1 | Storm Piping Repairs, Unforeseen Conditions | 0 | 4 | EA | \$ - | \$ 1,895.00 | \$ - | \$ 7,580.00 | 4.00 | - | 4.00 | \$ 7,580.00 |
| A1 22.1 | Force Main Repairs, Unforeseen Conditions | 0 | 1 | EA | \$ - | \$ 6,150.00 | \$ - | \$ 6,150.00 | 1.00 | - | 1.00 | \$ 6,150.00 |
| Mandatory Bid Alternate A2 | | | | | | | | | | | | |
| A2 1.1 | Mobilization & Demobilization Max 5% | 1 | 1 | LSUM | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | - | - | - | \$ - |
| A2 2.1 | Construction Staking | 1 | 1 | LSUM | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | - | - | - | \$ - |
| A2 3.1 | Erosion Control | 1 | 1 | LSUM | \$ 8,500.00 | \$ 8,500.00 | \$ 8,500.00 | \$ 8,500.00 | - | - | - | \$ - |
| A2 4.1 | Tower/Well Site Earthwork & Grading | 1 | 1 | LSUM | \$ 133,500.00 | \$ 133,500.00 | \$ 133,500.00 | \$ 133,500.00 | - | - | - | \$ - |
| A2 5.1 | Dewatering | 1 | 1 | LSUM | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | - | - | - | \$ - |
| A2 6.1 | Landscape Restoration & Seeding | 1 | 1 | LSUM | \$ 65,000.00 | \$ 65,000.00 | \$ 65,000.00 | \$ 65,000.00 | - | - | - | \$ - |
| A2 7.1 | Maintenance of Traffic | 1 | 1 | LSUM | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | - | - | - | \$ - |
| A2 8.1 | 12" C900 PVC Water Main | 230 | 230 | LFT | \$ 107.50 | \$ 107.50 | \$ 24,725.00 | \$ 24,725.00 | - | - | - | \$ - |
| A2 8.2 | 16" C900 PVC Water Main | 7 | 7 | LFT | \$ 315.00 | \$ 315.00 | \$ 2,205.00 | \$ 2,205.00 | - | - | - | \$ - |
| A2 8.3 | 10" C900 PVC Water Main | 150 | 150 | LFT | \$ 97.50 | \$ 97.50 | \$ 14,625.00 | \$ 14,625.00 | - | - | - | \$ - |
| A2 8.4 | 8" C900 PVC Water Main | 15 | 15 | LFT | \$ 95.00 | \$ 95.00 | \$ 1,425.00 | \$ 1,425.00 | - | - | - | \$ - |
| A2 9.1 | 12" Gate Valve & Box | 2 | 2 | EA | \$ 5,725.00 | \$ 5,725.00 | \$ 11,450.00 | \$ 11,450.00 | - | - | - | \$ - |
| A2 9.2 | 16" Gate Valve & Box | 1 | 1 | EA | \$ 17,000.00 | \$ 17,000.00 | \$ 17,000.00 | \$ 17,000.00 | - | - | - | \$ - |
| A2 9.3 | 10" Gate Valve & Box | 1 | 1 | EA | \$ 4,775.00 | \$ 4,775.00 | \$ 4,775.00 | \$ 4,775.00 | - | - | - | \$ - |
| A2 10.1 | 1" PE CTS Water Service | 120 | 120 | LFT | \$ 17.50 | \$ 17.50 | \$ 2,100.00 | \$ 2,100.00 | - | - | - | \$ - |
| A2 10.2 | 1" Water Service Curb Stop Assembly | 1 | 1 | EA | \$ 1,650.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 1,650.00 | - | - | - | \$ - |
| A2 11.1 | 16" DI 45 Deg. Bend | 2 | 2 | EA | \$ 2,790.00 | \$ 2,790.00 | \$ 5,580.00 | \$ 5,580.00 | - | - | - | \$ - |
| A2 11.2 | 10" DI 45 Deg. Bend | 4 | 4 | EA | \$ 1,065.00 | \$ 1,065.00 | \$ 4,260.00 | \$ 4,260.00 | - | - | - | \$ - |

Project: Town of Bristol Water System Improvements
 Owner: Town of Bristol
 Contractor: Niblock

Progress Worksheet

| ITEM NO | DESCRIPTION | Original Contract Quantity | Revised Contract Quantity | Unit | Original Contract Unit Price | Revised Contract Unit Price | Original Contract Value | Revised Contract Value | Installed this period | Installed previous period | Installed to date | Value of work installed to date |
|-----------------------------------|--|----------------------------|---------------------------|------|------------------------------|-----------------------------|-------------------------|------------------------|-----------------------|---------------------------|-------------------|---------------------------------|
| A2 11.3 | 8" DI 45 Deg Bend | 2 | 2 | EA | \$ 750.00 | \$ 750.00 | \$ 1,500.00 | \$ 1,500.00 | - | - | - | \$ - |
| A2 11.4 | 16" x 12" Reducer Fitting | 1 | 1 | EA | \$ 2,050.00 | \$ 2,050.00 | \$ 2,050.00 | \$ 2,050.00 | - | - | - | \$ - |
| A2 11.5 | 12" x 10" Reducer Fitting | 1 | 1 | EA | \$ 1,135.00 | \$ 1,135.00 | \$ 1,135.00 | \$ 1,135.00 | - | - | - | \$ - |
| A2 11.6 | 12" x 12" Tee Fitting | 1 | 1 | EA | \$ 2,425.00 | \$ 2,425.00 | \$ 2,425.00 | \$ 2,425.00 | - | - | - | \$ - |
| A2 11.7 | 12" x 8" Tee Fitting | 1 | 1 | EA | \$ 2,265.00 | \$ 2,265.00 | \$ 2,265.00 | \$ 2,265.00 | - | - | - | \$ - |
| A2 11.8 | 8" x 8" Tapping Valve & Sleeve | 1 | 1 | EA | \$ 7,900.00 | \$ 7,900.00 | \$ 7,900.00 | \$ 7,900.00 | - | - | - | \$ - |
| A2 12.1 | Tower/Well Site 12" PVC Storm Sewer | 160 | 160 | LFT | \$ 70.00 | \$ 70.00 | \$ 11,200.00 | \$ 11,200.00 | - | - | - | \$ - |
| A2 12.2 | Tower/Well Site Storm Inlet | 1 | 1 | EA | \$ 1,900.00 | \$ 1,900.00 | \$ 1,900.00 | \$ 1,900.00 | - | - | - | \$ - |
| A2 12.3 | Tower/Well Site Drywell | 2 | 2 | EA | \$ 6,500.00 | \$ 6,500.00 | \$ 13,000.00 | \$ 13,000.00 | - | - | - | \$ - |
| A2 12.4 | Tower/Well Site 4" PVC Sewer | 45 | 45 | LFT | \$ 100.00 | \$ 100.00 | \$ 4,500.00 | \$ 4,500.00 | - | - | - | \$ - |
| A2 13.1 | Tower Site - INDOT No. 53 Compacted Aggregate | 1,040 | 1,040 | TON | \$ 41.00 | \$ 41.00 | \$ 42,640.00 | \$ 42,640.00 | - | - | - | \$ - |
| A2 14.1 | Wellhouse #6 Structure | 1 | 1 | LSUM | \$ 52,500.00 | \$ 52,500.00 | \$ 52,500.00 | \$ 52,500.00 | - | - | - | \$ - |
| A2 14.2 | Wellhouse #6 Mechanical & Electrical | 1 | 1 | LSUM | \$ 94,750.00 | \$ 94,750.00 | \$ 94,750.00 | \$ 94,750.00 | - | - | - | \$ - |
| A2 15.1 | Water Well No. 6 - Peerless Midwest | 1 | 1 | LSUM | \$ 153,000.00 | \$ 153,000.00 | \$ 153,000.00 | \$ 153,000.00 | - | - | - | \$ - |
| A2 15.2 | Existing Well No. 3 & No. 4 Improvements - Peerless Midwest | 1 | 1 | LSUM | \$ 93,290.00 | \$ 93,290.00 | \$ 93,290.00 | \$ 93,290.00 | - | - | - | \$ - |
| A2 16.1 | Chemical Building Structure | 1 | 1 | LSUM | \$ 81,500.00 | \$ 81,500.00 | \$ 81,500.00 | \$ 81,500.00 | - | - | - | \$ - |
| A2 16.2 | Chemical Building Mechanical & Electrical | 1 | 1 | LSUM | \$ 235,000.00 | \$ 235,000.00 | \$ 235,000.00 | \$ 235,000.00 | - | - | - | \$ - |
| A2 17.1 | Well Site Electrical | 1 | 1 | LSUM | \$ 70,000.00 | \$ 70,000.00 | \$ 70,000.00 | \$ 70,000.00 | - | - | - | \$ - |
| A2 18.1 | Water Main Line Stop - 8" Undistributed | 2 | 2 | EA | \$ 11,500.00 | \$ 11,500.00 | \$ 23,000.00 | \$ 23,000.00 | - | - | - | \$ - |
| Mandatory Bid Alternate A3 | | | | | | | | | | | | |
| A3 1.1 | Mobilization & Demobilization, Max 5% | 1 | 1 | LSUM | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | - | - | - | \$ - |
| A3 2.1 | Construction Staking | 1 | 1 | LSUM | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | - | - | - | \$ - |
| A3 3.1 | Erosion Control | 1 | 1 | LSUM | \$ 12,750.00 | \$ 12,750.00 | \$ 12,750.00 | \$ 12,750.00 | - | - | - | \$ - |
| A3 4.1 | Tower & Well Site Clearing | 1 | 1 | LSUM | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | - | - | - | \$ - |
| A3 5.1 | Dewatering | 1 | 1 | LSUM | \$ 45,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 45,000.00 | - | - | - | \$ - |
| A3 6.1 | Maintenance of Traffic | 1 | 1 | LSUM | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | - | - | - | \$ - |
| A3 7.1 | 12" C900 PVC Water Main | 1,040 | 1,040 | LFT | \$ 101.50 | \$ 101.50 | \$ 105,560.00 | \$ 105,560.00 | - | - | - | \$ - |
| A3 7.2 | 12" C900 PVC Water Main by HDD | 8,550 | 8,550 | LFT | \$ 130.00 | \$ 130.00 | \$ 1,111,500.00 | \$ 1,111,500.00 | - | - | - | \$ - |
| A3 7.3 | 12" C900 PVC Water Main by Bore and Jack - Railroad Crossing | 113 | 113 | LFT | \$ 700.00 | \$ 700.00 | \$ 79,100.00 | \$ 79,100.00 | - | - | - | \$ - |
| A3 7.4 | 12" HDPE Water Main | 390 | 390 | LFT | \$ 95.00 | \$ 95.00 | \$ 37,050.00 | \$ 37,050.00 | - | - | - | \$ - |
| A3 7.5 | 12" HDPE Water Main & Casing - SR 120 Crossing | 110 | 110 | LFT | \$ 450.00 | \$ 450.00 | \$ 49,500.00 | \$ 49,500.00 | - | - | - | \$ - |
| A3 7.6 | 8" C900 PVC Water Main | 20 | 20 | LFT | \$ 95.00 | \$ 95.00 | \$ 1,900.00 | \$ 1,900.00 | - | - | - | \$ - |
| A3 7.7 | 6" C900 PVC Water Main | 20 | 20 | LFT | \$ 65.50 | \$ 65.50 | \$ 1,310.00 | \$ 1,310.00 | - | - | - | \$ - |
| A3 8.1 | 12" Gate Valve & Box | 28 | 28 | EA | \$ 5,725.00 | \$ 5,725.00 | \$ 160,300.00 | \$ 160,300.00 | - | - | - | \$ - |
| A3 8.2 | 8" Gate Valve & Box | 1 | 1 | EA | \$ 3,335.00 | \$ 3,335.00 | \$ 3,335.00 | \$ 3,335.00 | - | - | - | \$ - |
| A3 8.3 | 6" Gate Valve & Box | 1 | 1 | EA | \$ 2,435.00 | \$ 2,435.00 | \$ 2,435.00 | \$ 2,435.00 | - | - | - | \$ - |
| A3 9.1 | 2" PE CTS Water Service | 40 | 40 | LFT | \$ 45.00 | \$ 45.00 | \$ 1,800.00 | \$ 1,800.00 | - | - | - | \$ - |
| A3 9.2 | 2" Water Service Curb Stop Assembly | 2 | 2 | EA | \$ 3,250.00 | \$ 3,250.00 | \$ 6,500.00 | \$ 6,500.00 | - | - | - | \$ - |
| A3 10.1 | Fire Hydrant Assembly - Type 1 | 20 | 20 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 200,000.00 | \$ 200,000.00 | - | - | - | \$ - |
| A3 10.2 | Fire Hydrant Assembly - Type 2 | 3 | 3 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 30,000.00 | \$ 30,000.00 | - | - | - | \$ - |
| A3 10.3 | Fire Hydrant Assembly Removal | 1 | 1 | EA | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | - | - | - | \$ - |
| A3 11.1 | 12" DI 45 Deg Bend | 11 | 11 | EA | \$ 1,400.00 | \$ 1,400.00 | \$ 15,400.00 | \$ 15,400.00 | - | - | - | \$ - |
| A3 11.2 | 12" DI 22.5 Deg Bend | 6 | 6 | EA | \$ 1,300.00 | \$ 1,300.00 | \$ 7,800.00 | \$ 7,800.00 | - | - | - | \$ - |
| A3 11.3 | 12" DI 11.25 Deg Bend | 4 | 4 | EA | \$ 1,265.00 | \$ 1,265.00 | \$ 5,060.00 | \$ 5,060.00 | - | - | - | \$ - |
| A3 11.4 | 12" x 12" Tapping Valve & Sleeve | 1 | 1 | EA | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | - | - | - | \$ - |
| A3 11.5 | 12" x 12" Tee Fitting | 5 | 5 | EA | \$ 2,425.00 | \$ 2,425.00 | \$ 12,125.00 | \$ 12,125.00 | - | - | - | \$ - |
| A3 11.6 | 12" x 8" Tee Fitting | 1 | 1 | EA | \$ 2,265.00 | \$ 2,265.00 | \$ 2,265.00 | \$ 2,265.00 | - | - | - | \$ - |
| A3 11.7 | 12" x 8" Reducer Fitting | 1 | 1 | EA | \$ 1,030.00 | \$ 1,030.00 | \$ 1,030.00 | \$ 1,030.00 | - | - | - | \$ - |
| A3 11.8 | 12" HDPE/PVC Material Transition Fitting | 2 | 2 | EA | \$ 1,785.00 | \$ 1,785.00 | \$ 3,570.00 | \$ 3,570.00 | - | - | - | \$ - |
| A3 11.9 | 12" HDPE Thrust Anchor | 2 | 2 | EA | \$ 5,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | - | - | - | \$ - |
| A3 11.10 | 12" Plug | 4 | 4 | EA | \$ 825.00 | \$ 825.00 | \$ 3,300.00 | \$ 3,300.00 | - | - | - | \$ - |
| A3 11.11 | 8" x 8" Tapping Valve & Sleeve | 2 | 2 | EA | \$ 7,900.00 | \$ 7,900.00 | \$ 15,800.00 | \$ 15,800.00 | - | - | - | \$ - |
| A3 12.1 | River Crossing Monitoring Structure | 1 | 1 | EA | \$ 32,500.00 | \$ 32,500.00 | \$ 32,500.00 | \$ 32,500.00 | - | - | - | \$ - |
| A3 13.1 | Clean Water Release Valve | 1 | 1 | EA | \$ 24,250.00 | \$ 24,250.00 | \$ 24,250.00 | \$ 24,250.00 | - | - | - | \$ - |
| A3 14.1 | Local Roadway Pavement Restoration - HMA Surface | 8 | 8 | TON | \$ 250.00 | \$ 250.00 | \$ 2,000.00 | \$ 2,000.00 | - | - | - | \$ - |
| A3 14.2 | Local Roadway Pavement Restoration - HMA Intermediate | 15 | 15 | TON | \$ 200.00 | \$ 200.00 | \$ 3,000.00 | \$ 3,000.00 | - | - | - | \$ - |
| A3 14.3 | Local Roadway Pavement Restoration - HMA Base | 15 | 15 | TON | \$ 150.00 | \$ 150.00 | \$ 2,250.00 | \$ 2,250.00 | - | - | - | \$ - |
| A3 14.4 | Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base | 30 | 30 | TON | \$ 80.00 | \$ 80.00 | \$ 2,400.00 | \$ 2,400.00 | - | - | - | \$ - |
| A3 15.1 | Parking Lot Pavement Restoration HMA Surface | 2 | 2 | TON | \$ 125.00 | \$ 125.00 | \$ 250.00 | \$ 250.00 | - | - | - | \$ - |
| A3 15.2 | Parking Lot Pavement Restoration HMA Base | 3 | 3 | TON | \$ 100.00 | \$ 100.00 | \$ 300.00 | \$ 300.00 | - | - | - | \$ - |
| A3 15.3 | Parking Lot Pavement Restoration - Compacted Aggregate No. 53 Base | 5 | 5 | TON | \$ 41.50 | \$ 41.50 | \$ 207.50 | \$ 207.50 | - | - | - | \$ - |
| A3 16.1 | Landscape Restoration & Seeding | 1 | 1 | LSUM | \$ 23,500.00 | \$ 23,500.00 | \$ 23,500.00 | \$ 23,500.00 | - | - | - | \$ - |
| A3 17.1 | Water Main Line Stop - 8" Undistributed | 1 | 1 | EA | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | - | - | - | \$ - |
| A3 17.2 | Water Main Line Stop - 12" Undistributed | 1 | 1 | EA | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | - | - | - | \$ - |
| Mandatory Bid Alternate A4 | | | | | | | | | | | | |
| A4 1.1 | Mobilization & Demobilization, Max 5% | 1 | 1 | LSUM | \$ 12,500.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 12,500.00 | - | - | - | \$ - |
| A4 2.1 | Construction Staking | 1 | 1 | LSUM | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | - | - | - | \$ - |
| A4 3.1 | Erosion Control | 1 | 1 | LSUM | \$ 18,000.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 18,000.00 | - | - | - | \$ - |
| A4 4.1 | Site Clearing | 1 | 1 | LSUM | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | - | - | - | \$ - |
| A4 5.1 | Dewatering | 1 | 1 | LSUM | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | - | - | - | \$ - |
| A4 6.1 | Maintenance of Traffic | 1 | 1 | LSUM | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 | - | - | - | \$ - |
| A4 7.1 | 12" C900 PVC Water Main | 60 | 60 | LFT | \$ 107.50 | \$ 107.50 | \$ 6,450.00 | \$ 6,450.00 | - | - | - | \$ - |
| A4 7.2 | 12" C900 PVC Water Main by HDD | 450 | 450 | LFT | \$ 130.00 | \$ 130.00 | \$ 58,500.00 | \$ 58,500.00 | - | - | - | \$ - |

Project: Town of Bristol Water System Improvements
 Owner: Town of Bristol
 Contractor: Niblock

Progress Worksheet

| ITEM NO | DESCRIPTION | Original Contract Quantity | Revised Contract Quantity | Unit | Original Contract Unit Price | Revised Contract Unit Price | Original Contract Value | Revised Contract Value | Installed this period | Installed previous period | Installed to date | Value of work installed to date |
|-----------------------------------|--|----------------------------|---------------------------|------|------------------------------|-----------------------------|-------------------------|------------------------|-----------------------|---------------------------|-------------------|---------------------------------|
| A4 7.3 | 12" HDPE Water Main | 790 | 790 | LFT | \$ 95.00 | \$ 95.00 | \$ 75,050.00 | \$ 75,050.00 | - | - | - | \$ - |
| A4 7.4 | 10" C900 PVC Water Main | 90 | 90 | LFT | \$ 97.50 | \$ 97.50 | \$ 8,775.00 | \$ 8,775.00 | - | - | - | \$ - |
| A4 7.5 | 10" C900 PVC Water Main by HDD | 2,900 | 2,900 | LFT | \$ 102.50 | \$ 102.50 | \$ 297,250.00 | \$ 297,250.00 | - | - | - | \$ - |
| A4 7.6 | 8" C900 PVC Water Main | 5 | 5 | LFT | \$ 95.00 | \$ 95.00 | \$ 475.00 | \$ 475.00 | - | - | - | \$ - |
| A4 7.7 | 6" C900 PVC Water Main | 215 | 215 | LFT | \$ 52.50 | \$ 52.50 | \$ 11,287.50 | \$ 11,287.50 | - | - | - | \$ - |
| A4 8.1 | 12" Gate Valve & Box | 1 | 1 | EA | \$ 5,725.00 | \$ 5,725.00 | \$ 5,725.00 | \$ 5,725.00 | - | - | - | \$ - |
| A4 8.2 | 10" Gate Valve & Box | 10 | 10 | EA | \$ 4,775.00 | \$ 4,775.00 | \$ 47,750.00 | \$ 47,750.00 | - | - | - | \$ - |
| A4 8.3 | 6" Gate Valve & Box | 4 | 4 | EA | \$ 2,435.00 | \$ 2,435.00 | \$ 9,740.00 | \$ 9,740.00 | - | - | - | \$ - |
| A4 9.1 | Fire Hydrant Assembly - Type 1 | 9 | 9 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 90,000.00 | \$ 90,000.00 | - | - | - | \$ - |
| A4 9.2 | Fire Hydrant Assembly - Type 2 | 1 | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | - | - | - | \$ - |
| A4 9.3 | Fire Hydrant Assembly Removal | 1 | 1 | EA | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | - | - | - | \$ - |
| A4 10.1 | 12" DI 45 Deg. Bend | 3 | 3 | EA | \$ 1,400.00 | \$ 1,400.00 | \$ 4,200.00 | \$ 4,200.00 | - | - | - | \$ - |
| A4 10.2 | 12" DI 22.5 Deg. Bend | 2 | 2 | EA | \$ 1,300.00 | \$ 1,300.00 | \$ 2,600.00 | \$ 2,600.00 | - | - | - | \$ - |
| A4 10.3 | 12" x 10" Reducer Fitting | 1 | 1 | EA | \$ 1,135.00 | \$ 1,135.00 | \$ 1,135.00 | \$ 1,135.00 | - | - | - | \$ - |
| A4 10.4 | 12" x 8" Reducer Fitting | 1 | 1 | EA | \$ 1,030.00 | \$ 1,030.00 | \$ 1,030.00 | \$ 1,030.00 | - | - | - | \$ - |
| A4 10.5 | 12" HDPE Thrust Anchor | 2 | 2 | EA | \$ 5,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | - | - | - | \$ - |
| A4 10.6 | 12" HDPE/PVC Material Transition | 2 | 2 | EA | \$ 1,785.00 | \$ 1,785.00 | \$ 3,570.00 | \$ 3,570.00 | - | - | - | \$ - |
| A4 10.7 | 10" x 10" Tee Fitting | 2 | 2 | EA | \$ 2,375.00 | \$ 2,375.00 | \$ 4,750.00 | \$ 4,750.00 | - | - | - | \$ - |
| A4 10.8 | 10" x 6" Tee Fitting | 3 | 3 | EA | \$ 2,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 6,000.00 | - | - | - | \$ - |
| A4 10.9 | 10" x 6" Reducer Fitting | 1 | 1 | EA | \$ 760.00 | \$ 760.00 | \$ 760.00 | \$ 760.00 | - | - | - | \$ - |
| A4 10.10 | 10" Plug | 2 | 2 | EA | \$ 630.00 | \$ 630.00 | \$ 1,260.00 | \$ 1,260.00 | - | - | - | \$ - |
| A4 10.11 | 8" x 8" Tapping Valve, Sleeve & Box | 1 | 1 | EA | \$ 7,900.00 | \$ 7,900.00 | \$ 7,900.00 | \$ 7,900.00 | - | - | - | \$ - |
| A4 10.12 | 6" x 6" Tee Fitting | 1 | 1 | EA | \$ 1,005.00 | \$ 1,005.00 | \$ 1,005.00 | \$ 1,005.00 | - | - | - | \$ - |
| A4 10.13 | 6" x 6" Tapping Valve, Sleeve & Box | 2 | 2 | EA | \$ 6,500.00 | \$ 6,500.00 | \$ 13,000.00 | \$ 13,000.00 | - | - | - | \$ - |
| A4 10.14 | 6" Plug | 3 | 3 | EA | \$ 380.00 | \$ 380.00 | \$ 1,140.00 | \$ 1,140.00 | - | - | - | \$ - |
| A4 11.1 | River Crossing Monitoring Structure | 1 | 1 | EA | \$ 32,500.00 | \$ 32,500.00 | \$ 32,500.00 | \$ 32,500.00 | - | - | - | \$ - |
| A4 12.1 | Local Roadway Pavement Restoration - HMA Surface | 15 | 15 | TON | \$ 250.00 | \$ 250.00 | \$ 3,750.00 | \$ 3,750.00 | - | - | - | \$ - |
| A4 12.2 | Local Roadway Pavement Restoration - HMA Intermediate | 25 | 25 | TON | \$ 200.00 | \$ 200.00 | \$ 5,000.00 | \$ 5,000.00 | - | - | - | \$ - |
| A4 12.3 | Local Roadway Pavement Restoration - HMA Base | 25 | 25 | TON | \$ 150.00 | \$ 150.00 | \$ 3,750.00 | \$ 3,750.00 | - | - | - | \$ - |
| A4 12.4 | Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base | 45 | 45 | TON | \$ 80.00 | \$ 80.00 | \$ 3,600.00 | \$ 3,600.00 | - | - | - | \$ - |
| A4 13.1 | Landscape Restoration & Seeding | 1 | 1 | LSUM | \$ 16,850.00 | \$ 16,850.00 | \$ 16,850.00 | \$ 16,850.00 | - | - | - | \$ - |
| A4 14.1 | Inserta Valve - 8" | 1 | 1 | EA | \$ 14,850.00 | \$ 14,850.00 | \$ 14,850.00 | \$ 14,850.00 | - | - | - | \$ - |
| A4 15.1 | Water Main Line Stop - 8" Undistributed | 1 | 1 | EA | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 11,500.00 | - | - | - | \$ - |
| A4 15.2 | Water Main Line Stop - 6" Undistributed | 2 | 2 | EA | \$ 10,500.00 | \$ 10,500.00 | \$ 21,000.00 | \$ 21,000.00 | - | - | - | \$ - |
| Mandatory Bid Alternate A5 | | | | | | | | | | | | |
| A5 1.1 | Mobilization & Demobilization, Max 5% | 1 | 1 | LSUM | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | - | - | - | \$ - |
| A5 2.1 | Construction Staking | 1 | 1 | LSUM | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | - | - | - | \$ - |
| A5 3.1 | Erosion Control | 1 | 1 | LSUM | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | - | - | - | \$ - |
| A5 4.1 | Tower/Well Site Final Grading & Cleanup | 1 | 1 | LSUM | \$ 12,800.00 | \$ 12,800.00 | \$ 12,800.00 | \$ 12,800.00 | - | - | - | \$ - |
| A5 5.1 | Tower Site Pavement - HMA Surface | 212 | 212 | TON | \$ 135.00 | \$ 135.00 | \$ 28,620.00 | \$ 28,620.00 | - | - | - | \$ - |
| A5 5.2 | Tower Site Pavement - HMA Intermediate | 422 | 422 | TON | \$ 105.00 | \$ 105.00 | \$ 44,310.00 | \$ 44,310.00 | - | - | - | \$ - |
| A5 5.3 | Tower Site Pavement - HMA Base | 422 | 422 | TON | \$ 105.00 | \$ 105.00 | \$ 44,310.00 | \$ 44,310.00 | - | - | - | \$ - |
| A5 6.1 | Landscape Restoration & Seeding | 1 | 1 | LSUM | \$ 75,000.00 | \$ 75,000.00 | \$ 75,000.00 | \$ 75,000.00 | - | - | - | \$ - |
| A5 7.1 | Water System Control Installation & Integration | 1 | 1 | LSUM | \$ 560,000.00 | \$ 560,000.00 | \$ 560,000.00 | \$ 560,000.00 | - | - | - | \$ - |
| A5 8.1 | Well & Tower System Start-Up | 1 | 1 | LSUM | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | \$ 25,500.00 | - | - | - | \$ - |
| TOTAL AMOUNT | | | | | | | \$5,987,307.00 | \$6,087,871.50 | | | | \$ 457,292.10 |


Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Water System Improvements – Contract A project located in Bristol, IN.

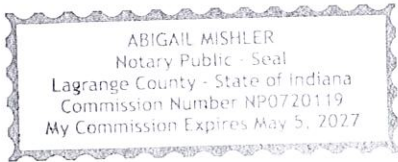
Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$322,802.50 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this Partial Waiver of Lien has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 20th day of November 2024.

Signed : **Niblock Excavating, Inc.**

By: Chad Niblock, President

Personally appeared before me this 20th day of November 2024, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana
County of Elkhart 



Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027



100 E Wayne St., Suite 315
South Bend, IN 46601

PH : (317) 888-1177 FAX: (317) 887-8641

MEMORANDUM

TO: Town of Bristol, Town Council

DATE: November 18, 2024

SUBJECT: Project Updates

Wastewater Treatment Improvements Project

Reed beds have been demolished and concrete hauled offsite. SBR foundation was undercut and compacted stone placed to reach required bearing capacity. The rebar is now being fabricated for the SBR base slab. The post aeration structure footers and half of the walls are poured, with the remainder of walls to be completed in coming week depending on weather.

Items to Present:

- | | |
|--|------------|
| 1. Commonwealth Engineers SRF Disbursement Request #13 | \$ 38,542 |
| 2. Commonwealth Engineers SRF Disbursement Request #15 | \$ 51,101 |
| 3. Crosby Construction Pay App #4 SRF Disbursement Request #16 | |
| a. Payment to Contractor | \$ 686,088 |
| b. Payment to Retainage | \$ 36,110 |

SRF Disbursement Request Form

Section 8, Item d.

Participant Information

| | | | |
|----------------------------|--|---|--------------|
| Name: | Town of Bristol Municipal Sewage Works | SRF Loan Number: | WW22532001 |
| UEI #: | NF3SQSFKCC57 | CCR Number: | 870T8 |
| | | Request Number: | 13 |
| Mailing Address: | 308 E. Vistula Street, PO Box 122 | | |
| City: | Bristol | State: | IN |
| | | ZIP Code: | 46507-9489 |
| Contact Person: | Mr. Mike Yoder | Contact Phone Number: | 574-848-4853 |
| Authorized Representative: | Ms. Cathy Antonelli | Authorized Representative Phone Number: | 574-848-7007 |

If requesting reimbursement to the Participant by wire transfer please provide the following information:

| | | |
|---------------|----------------------|--|
| Bank Name: | Bank Routing Number: | |
| Account Name: | Account Number: | |

Loan Information

| | | | |
|---|---------------------------------------|--|--|
| Description of work for which claim is being made (services, fees, type of work, etc.): | Professional Engineering Service Fees | | |
| Is any part of this claim funded by an alternate funding source? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local | \$ | | |
| Is any part of this claim funded by the Indiana Brownfields Program? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| Has the Participant paid the request and is now seeking reimbursement? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| Are there Green Project Reserve components involved in this request? If yes, please describe: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| Are there any Lead Line replacement components in this request? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |

Loan Financial Information

| | | |
|--|----|------------|
| Original Loan Amount: | \$ | 28,265,000 |
| Total Amount of Previous Disbursements: | \$ | 2,487,185 |
| Balance Available After this Disbursement: | \$ | 25,739,273 |
| Amount to Contractor for this Request: | \$ | 38,542 |

| | | | | |
|--|------------------------------|---------|------------------------------|--|
| Is any part of this request a partial or final release of retainage to the contractor? | | | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Contractor Name: | Commonwealth Engineers, Inc. | DUNS #: | 079578639 | |
| Mailing address: | 7256 Company Drive | | | |
| City: | Indianapolis | State: | IN | ZIP Code: |
| | | | | 46237 |

Wiring Information:

| | | |
|---------------|----------------------|--|
| Bank Name: | Bank Routing Number: | |
| Account Name: | Account Number: | |

| | | | |
|--|----|------|--------------------------|
| Retainage Amount for this Request: | \$ | 0.00 | |
| Participant requests that the retainage amount be held by SRF: | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above: | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the following bank: | | | <input type="checkbox"/> |

| | | |
|--------------------------------------|----------------------|------------------|
| Bank Name: | Bank Routing Number: | |
| Account Name: | Account Number: | |
| Total Amount of this Request: | | \$ 38,542 |

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 Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.

| | | |
|--------------------------------------|-------|--|
| Authorized Representative Signature: | Date: | |
|--------------------------------------|-------|--|

For Internal Use Only:

| | | | | | |
|--------------|-------|-------------|----|--------------|----|
| Approved By: | Date: | GPR Amount: | \$ | Lead Amount: | \$ |
|--------------|-------|-------------|----|--------------|----|

Revised on Feb. 7, 2019



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

Invoice number 60826
 Date 09/30/2024

Project S22145 Bristol - Wastewater Treatment
 Plant Improvements Project

For Basic Engineering Services rendered through August 31, 2024

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 Missy Thiele 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

Professional Fees

| | Hours | Billed Amount |
|----------------------------|--------|---------------|
| Designer IV | 4.00 | 805.68 |
| Project Manager III | 5.00 | 1,564.66 |
| Project Manager II | 11.50 | 2,934.92 |
| Project Engineer I | 53.75 | 9,780.91 |
| Engineering Intern I | 15.25 | 2,092.30 |
| Designer III | 11.25 | 2,074.95 |
| Clerical III | 0.50 | 69.74 |
| Clerical II | 0.50 | 52.47 |
| Reproduction Processor | 5.25 | 505.20 |
| Professional Fees subtotal | 107.00 | 19,880.83 |

Reimbursable Expenses

| | Units | Billed Amount |
|--------------------------------|--------|---------------|
| Miles | 260.80 | 200.95 |
| Parking / Toll Fees | | 4.53 |
| Clerical II - Hours | 2.25 | 236.09 |
| Reimbursable Expenses subtotal | | 441.57 |
| Construction subtotal | | 20,322.40 |

Section 8, Item d.

Resident Project Representative

Professional Fees

| | Hours | Billed Amount |
|----------------------------|-------|---------------|
| Designer I | 2.50 | 335.83 |
| Construction Manager | 6.00 | 1,268.84 |
| Professional Fees subtotal | 8.50 | 1,604.67 |

Reimbursable Expenses

| | Units | Billed Amount |
|--|----------|---------------|
| Subsistence | | 524.14 |
| Miles | 1,499.20 | 1,155.13 |
| Lodging & Travel | | 1,469.43 |
| Resident Project Representative II - Hours | 107.00 | 13,465.95 |
| Reimbursable Expenses subtotal | | 16,614.65 |
| Resident Project Representative subtotal | | 18,219.32 |

Invoice total **38,541.72**

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 | 31,960.86 | 52,283.26 | 87,716.74 | 20,322.40 |
| ADDITIONAL CONSTRUCTION ENGINEERING | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 0.00 |
| RESIDENT PROJECT REPRESENTATIVE | 255,000.00 | 422.94 | 18,642.26 | 236,357.74 | 18,219.32 |
| ADDITIONAL RESIDENT PROJECT REPRESENTATIVE | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 0.00 |
| Total | 1,779,600.00 | 1,046,978.74 | 1,085,520.46 | 694,079.54 | 38,541.72 |

SRF Disbursement Request Form

Section 8, Item d.

| Participant Information | | | | | |
|---|--|---|--------------|-----------------|---|
| Name: | Town of Bristol Municipal Sewage Works | SRF Loan Number: | WW22532001 | | |
| UEI #: | NF3SQSFKCC57 | CCR Number: | 870T8 | Request Number: | 15 |
| Mailing Address: | 308 E. Vistula Street, PO Box 122 | | | | |
| City: | Bristol | State: | IN | ZIP Code: | 46507-9489 |
| Contact Person: | Mr. Mike Yoder | Contact Phone Number: | 574-848-4853 | | |
| Authorized Representative: | Ms. Cathy Antonelli | Authorized Representative Phone Number: | 574-848-7007 | | |
| If requesting reimbursement to the Participant by wire transfer please provide the following information: | | | | | |
| Bank Name: | | Bank Routing Number: | | | |
| Account Name: | | Account Number: | | | |
| Loan Information | | | | | |
| Description of work for which claim is being made (services, fees, type of work, etc.): | | Professional Engineering Service Fees | | | |
| Is any part of this claim funded by an alternate funding source? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local | | | | | \$ |
| Is any part of this claim funded by the Indiana Brownfields Program? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Has the Participant paid the request and is now seeking reimbursement? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter. | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Are there Green Project Reserve components involved in this request? If yes, please describe: | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Are there any Lead Line replacement components in this request? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Loan Financial Information | | | | | |
| Original Loan Amount: | | | \$ | 28,265,000 | |
| Total Amount of Previous Disbursements: | | | \$ | 3,852,352 | |
| Balance Available After this Disbursement: | | | \$ | 24,361,547 | |
| Amount to Contractor for this Request: | | | \$ | 51,101 | |
| Is any part of this request a partial or final release of retainage to the contractor? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Contractor Name: | Commonwealth Engineers, Inc. | DUNS #: | 079578639 | | |
| Mailing address: | 7256 Company Drive | | | | |
| City: | Indianapolis | State: | IN | ZIP Code: | 46237 |
| Wiring Information: | | | | | |
| Bank Name: | | Bank Routing Number: | | | |
| Account Name: | | Account Number: | | | |
| Retainage Amount for this Request: | | | \$ | 0.00 | |
| Participant requests that the retainage amount be held by SRF: | | | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above: | | | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the following bank: | | | | | <input type="checkbox"/> |
| Bank Name: | | Bank Routing Number: | | | |
| Account Name: | | Account Number: | | | |
| Total Amount of this Request: | | | \$ | 51,101 | |
| 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 Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs. | | | | | |
| Authorized Representative Signature: | | | Date: | | |
| For Internal Use Only: | | | | | |
| Approved By: | | Date: | | GPR Amount: \$ | Lead Amount: \$ |



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

Section 8, Item d.

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

Invoice number 61205
 Date 10/30/2024

Project S22145 Bristol - Wastewater Treatment
 Plant Improvements Project

For Basic Engineering Services rendered through September 30, 2024

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 Missy Thiele 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

Professional Fees

| | Hours | Billed Amount |
|-----------------------------------|---------------|------------------|
| Designer IV | 3.50 | 704.97 |
| Project Manager III | 10.50 | 3,285.77 |
| Project Manager II | 3.00 | 765.63 |
| Project Engineer I | 38.75 | 7,051.37 |
| Engineering Intern II | 1.25 | 190.14 |
| Engineering Intern I | 25.50 | 3,498.60 |
| Designer III | 7.50 | 1,383.30 |
| Clerical III | 0.50 | 69.74 |
| Clerical II | 1.25 | 131.17 |
| Reproduction Processor | 14.25 | 1,371.18 |
| CADD Specialist I | 3.50 | 344.61 |
| Professional Fees subtotal | 109.50 | 18,796.48 |

Reimbursable Expenses

| | Units | Billed Amount |
|---------------------------------------|--------|---------------|
| Miles | 117.00 | 90.15 |
| Reimbursable Expenses subtotal | | 90.15 |

Section 8, Item d.

Construction

Consultant

| | Billed Amount |
|-----------------------|---------------|
| Structural Consultant | |
| CE Solutions, Inc. | 7,472.41 |
| Consultant subtotal | 7,472.41 |
| Construction subtotal | 26,359.04 |

Resident Project Representative

Professional Fees

| | Hours | Billed Amount |
|----------------------------|-------|---------------|
| Designer I | 5.50 | 738.82 |
| Construction Manager | 2.50 | 528.68 |
| Professional Fees subtotal | 8.00 | 1,267.50 |

Reimbursable Expenses

| | Units | Billed Amount |
|--|----------|---------------|
| Subsistence | | 810.27 |
| Miles | 1,968.40 | 1,516.65 |
| Lodging & Travel | | 2,418.37 |
| Resident Project Representative II - Hours | 130.00 | 16,360.50 |
| Reimbursable Expenses subtotal | | 21,105.79 |
| Resident Project Representative subtotal | | 22,373.29 |

Invoice total **48,732.33**

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 | 52,283.26 | 78,642.30 | 61,357.70 | 26,359.04 |
| ADDITIONAL CONSTRUCTION ENGINEERING | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 0.00 |
| RESIDENT PROJECT REPRESENTATIVE | 255,000.00 | 18,642.26 | 41,015.55 | 213,984.45 | 22,373.29 |
| ADDITIONAL RESIDENT PROJECT REPRESENTATIVE | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 0.00 |
| Total | 1,779,600.00 | 1,085,520.46 | 1,134,252.79 | 645,347.21 | 48,732.33 |



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ENGINEERS, INC.**
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Section 8, Item d.

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

Invoice number 61206
Date 10/30/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through September 30, 2024

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 Missy Thiele 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 | 23.00 | 0.00 | 2,369.00 | 2,369.00 |
| 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| 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 | 74.97 | 171,140.00 | 173,509.00 | 2,369.00 |

Invoice total **2,369.00**

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 | 0.00 | 0.00 | 30,000.00 | 0.00 |
| REGULATORY ASSISTANCE | 31,000.00 | 31,000.00 | 31,000.00 | 0.00 | 0.00 |
| AIS COMPLIANCE | 10,300.00 | 0.00 | 2,369.00 | 7,931.00 | 2,369.00 |
| 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 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| 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 |

Section 8, Item d.

Invoice Summary

| Description | Contract Amount | Prior Billed | Total Billed | Remaining | Current Billed |
|--|-----------------|--------------|--------------|------------|----------------|
| MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN | 23,180.00 | 23,180.00 | 23,180.00 | 0.00 | 0.00 |
| LABOR STANDARDS MONITORING | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 0.00 |
| Total | 351,140.00 | 190,835.03 | 193,204.03 | 157,935.97 | 2,369.00 |

SRF Disbursement Request Form

Section 8, Item d.

| Participant Information | | | | | |
|---|--|---|--------------|-----------------|---|
| Name: | Town of Bristol Municipal Sewage Works | SRF Loan Number: | WW22532001 | | |
| UEI #: | NF3SQSKCC57 | CCR Number: | 870T8 | Request Number: | 16 |
| Mailing Address: | 308 E. Vistula Street, PO Box 122 | | | | |
| City: | Bristol | State: | IN | ZIP Code: | 46507-9489 |
| Contact Person: | Mr. Mike Yoder | Contact Phone Number: | 574-848-4853 | | |
| Authorized Representative: | Ms. Cathy Antonelli | Authorized Representative Phone Number: | 574-848-7007 | | |
| If requesting reimbursement to the Participant by wire transfer please provide the following information: | | | | | |
| Bank Name: | | Bank Routing Number: | | | |
| Account Name: | | Account Number: | | | |
| Loan Information | | | | | |
| Description of work for which claim is being made (services, fees, type of work, etc.): | Partial Pay App #4 | | | | |
| Is any part of this claim funded by an alternate funding source? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local | | | | | \$ |
| Is any part of this claim funded by the Indiana Brownfields Program? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Has the Participant paid the request and is now seeking reimbursement? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter. | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Are there Green Project Reserve components involved in this request? If yes, please describe: | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Are there any Lead Line replacement components in this request? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Loan Financial Information | | | | | |
| Original Loan Amount: | | \$ | 28,265,000 | | |
| Total Amount of Previous Disbursements: | | \$ | 3,903,453 | | |
| Balance Available After this Disbursement: | | \$ | 23,675,459 | | |
| Amount to Contractor for this Request: | | \$ | 686,088 | | |
| Is any part of this request a partial or final release of retainage to the contractor? | | | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Contractor Name: | Robert E. Crosby, Inc. dba Crosby Construction | DUNS #: | 103466145 | | |
| Mailing address: | 2805 Freeman Street | | | | |
| City: | Fort Wayne | State: | IN | ZIP Code: | 46802 |
| Wiring Information: | | | | | |
| Bank Name: | Lake City Bank | Bank Routing Number: | 074903719 | | |
| Account Name: | RE Crosby Checking | Account Number: | 1011496593 | | |
| Retainage Amount for this Request: | | \$ | 36,110 | | |
| Participant requests that the retainage amount be held by SRF: | | | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above: | | | | | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the following bank: | | | | | <input type="checkbox"/> |
| Bank Name: | | Bank Routing Number: | | | |
| Account Name: | | Account Number: | | | |
| Total Amount of this Request: | | \$ | 686,088 | | |
| 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 Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs. | | | | | |
| Authorized Representative Signature: | | Date: | | | |
| For Internal Use Only: | | | | | |
| Approved By: | | Date: | | GPR Amount: \$ | Lead Amount: \$ |



November 15, 2024

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. 4**

Dear Mr. Yoder:

Enclosed, please find the Contractor’s Application for Partial Payment No. 4 for the WWTP Improvements Project.

Commonwealth Engineers, Inc. (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. 4: \$ 686,088.12**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 4: \$ 36,109.90**

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

| 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) | \$686,088.12 | \$36,109.90 | \$722,198.02 |
| Total | \$2,881,121.29 | \$151,637.96 | \$3,032,759.25 |
| Project Completion for this Division of work based on monetary value: | | | 13% |
| Project Completion for this Division of work based on contract duration to Part 1 Substantial Completion: | | | 26% |

Mike Yoder
Town of Bristol
Page 2 of 2
November 15, 2024

Section 8, Item d.

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

Section 8, Item d.

| | |
|--|--|
| Owner: <u>Town of Bristol</u> | Owner's Project No.: <u>WW 2292001</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.: 4 **Application Date:** 11/1/2024
Application Period: From 10/5/2024 to 11/1/2024

| | | |
|--|----|---------------|
| 1. Original Contract Price | \$ | 24,293,749.00 |
| 2. Net change by Change Orders | \$ | (277,020.00) |
| 3. Current Contract Price (Line 1 + Line 2) | \$ | 24,016,729.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 3,076,602.98 |
| 5. Retainage | | |
| a. <u>5%</u> X <u>\$ 3,019,559.00</u> Work Completed | \$ | 150,977.95 |
| b. <u>5%</u> X <u>\$ 57,043.98</u> Stored Materials | \$ | 2,852.20 |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | 153,830.15 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 2,922,772.83 |
| 7. Less previous payments (Line 6 from prior application) | \$ | 2,195,032.93 |
| 8. Amount due this application | \$ | 727,739.90 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | 20,940,126.02 |

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).

Contractor: Crosby Construction
Signature:  **Date:** 11/5/2024

| | |
|---------------------------------------|--------------------------|
| Recommended by Engineer | Approved by Owner |
| By: <u>Amy Mendez</u> | By: _____ |
| Title: <u>Project Engineer</u> | Title: _____ |
| Date: <u>11/15/24</u> | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 4 Application Period: From \$ 45,570.00 to 11/01/24 Application Date: 11/01/24

| A Item No. | B Description | C Scheduled Value (\$) | D + E 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 (\$) | | | | |
| 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 | \$ 37,500.00 | \$ 25,000.00 | | 62,500.00 | 10% | 537,500.00 |
| 4 | Dewatering - Installation | 151440 | | | | - | 0% | 151,440.00 |
| 5 | Dewatering Maintenance | 355000 | | | | - | 0% | 355,000.00 |
| 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 | | \$ 34,928.00 | | 34,928.00 | 10% | 314,352.00 |
| 13 | Concrete - Treatment Tank Walls | 1342250 | | | \$ 6,003.92 | 6,003.92 | 0% | 1,336,246.08 |
| 14 | Concrete - Treatment Tank Walkways / Top Slab | 214760 | | | | - | 0% | 214,760.00 |
| 15 | Concrete - Grout Tank Slabs | 87320 | | | | - | 0% | 87,320.00 |
| 16 | Concrete - UV Slabs | 25370 | | | | - | 0% | 25,370.00 |
| 17 | Concrete - UV Walls | 92040 | | | | - | 0% | 92,040.00 |
| 18 | Concrete - Cascade Slab | 44530 | \$ 22,265.00 | \$ 22,265.00 | | 44,530.00 | 100% | - |
| 19 | Concrete - Cascade Walls | 140300 | | \$ 84,180.00 | | 84,180.00 | 60% | 56,120.00 |
| 20 | Concrete - Headworks Slab | 33040 | | | | - | 0% | 33,040.00 |
| 21 | Concrete - Headworks Walls | 257240 | | | | - | 0% | 257,240.00 |
| 22 | Concrete - Headworks Top Slab | 140300 | | | | - | 0% | 140,300.00 |
| 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 | | | | - | 0% | 54,280.00 |
| 29 | Concrete - Generator Pad | 11328 | | | | - | 0% | 11,328.00 |
| 30 | Concrete - Outfall Structure | 38940 | | | | - | 0% | 38,940.00 |
| 31 | Concrete - Stoops / Sidewalks | 47150 | | | | - | 0% | 47,150.00 |
| 32 | Concrete - Poles Bases | 6900 | | | | - | 0% | 6,900.00 |
| 33 | Reinforcement - Material ONLY | 402706 | | | \$ 17,852.06 | 17,852.06 | 4% | 384,853.94 |
| 34 | Reinforcement - Treatment Tank | 421850 | | | | - | 0% | 421,850.00 |
| 35 | Reinforcement - UV | 18300 | | | | - | 0% | 18,300.00 |
| 36 | Reinforcement - Cascade | 27450 | \$ 13,725.00 | \$ 6,862.00 | | 20,587.00 | 75% | 6,863.00 |
| 37 | Reinforcement - Headworks | 27450 | | | | - | 0% | 27,450.00 |

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: 522145
 Contractor's Project No.: 24105-01

Application No.: 4 Application Period: From \$ 45,570.00 to 11/01/24 Application Date: 11/01/24

| A Item No. | B Description | C Scheduled Value (\$) | D + E 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 (\$) | | | | |
| 38 | Reinforcement - Control / Maintenance Bldgs | 27313 | | | | - | 0% | 27,313.00 |
| 39 | Reinforcement - ASH Tanks | 4313 | | | | - | 0% | 4,313.00 |
| 40 | Masonry | 270600 | | | | - | 0% | 270,600.00 |
| 41 | Masonry Veneers | 98185 | | | | - | 0% | 98,185.00 |
| 42 | Treatment Tank - Stairs w/ HR | 96380 | | | | - | 0% | 96,380.00 |
| 43 | Treatment Tank - Top HR | 111020 | | | | - | 0% | 111,020.00 |
| 44 | Headworks - Stairs w/ HR | 101260 | | | | - | 0% | 101,260.00 |
| 45 | Headworks - Misc Metals / Grating | 30256 | | | | - | 0% | 30,256.00 |
| 46 | UV - Misc Metals / Grating | 21960 | | | | - | 0% | 21,960.00 |
| 47 | Cascade - Misc Metals / Grating | 40260 | | | | - | 0% | 40,260.00 |
| 48 | Pipe Bollards | 41480 | | | | - | 0% | 41,480.00 |
| 49 | Headworks - Roof Structure | 62535 | | | | - | 0% | 62,535.00 |
| 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 | | | | - | 0% | 46,000.00 |
| 54 | Drywall / Insulation | 77000 | | | | - | 0% | 77,000.00 |
| 55 | Doors / Frames / Hrdw | 97680 | | | | - | 0% | 97,680.00 |
| 56 | Access Hatches | 45360 | | | | - | 0% | 45,360.00 |
| 57 | Coiling Doors | 79560 | | | | - | 0% | 79,560.00 |
| 58 | Painting / Coatings | 390000 | | | | - | 0% | 390,000.00 |
| 59 | Flooring | 22080 | | | | - | 0% | 22,080.00 |
| 60 | Acoustical Ceilings | 16215 | | | | - | 0% | 16,215.00 |
| 61 | Casework | 52000 | | | | - | 0% | 52,000.00 |
| 62 | Toilet Accessories / Partitions / Lockers | 39100 | | | | - | 0% | 39,100.00 |
| 63 | Cascade Aerator | 111838 | | | | - | 0% | 111,838.00 |
| 64 | Chemical Feed Equipment / Storage Tank | 118486 | | | | - | 0% | 118,486.00 |
| 65 | Samplers Equipment | 19054 | | | | - | 0% | 19,054.00 |
| 66 | Influent Pumps | 203583 | | | | - | 0% | 203,583.00 |
| 67 | Sludge Pumps | 47298 | | | | - | 0% | 47,298.00 |
| 68 | Influent Screening | 257888 | | | | - | 0% | 257,888.00 |
| 69 | UV Equipment | 257600 | | | \$ 16,198.00 | 16,198.00 | 6% | 241,402.00 |
| 70 | SBR Equipment | 1960555 | | | | - | 0% | 1,960,555.00 |
| 71 | Davit Cranes | 22500 | | | | - | 0% | 22,500.00 |
| 72 | ASH Blowers | 178361 | | | | - | 0% | 178,361.00 |
| 73 | Fine Bubble Aerators | 114000 | | | | - | 0% | 114,000.00 |
| 74 | SCADA | 480125 | | | | - | 0% | 480,125.00 |
| 75 | Process Piping - Influent Pump Sta. | 239448 | | | | - | 0% | 239,448.00 |

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: 522145
 Contractor's Project No.: 24105-01

Application No.: 4 Application Period: From \$ 45,570.00 to 11/01/24 Application Date: 11/01/24

| A Item No. | B Description | C Scheduled Value (\$) | D + E 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 (\$) | | | | |
| 76 | Process Piping - SBR Piping | 620388 | | | | - | 0% | 620,388.00 |
| 77 | Process Piping - SBR Blowers | 54420 | | | | - | 0% | 54,420.00 |
| 78 | Process Piping - ASH Blowers | 32652 | | | | - | 0% | 32,652.00 |
| 79 | Process Piping - Headworks | 32652 | | | | - | 0% | 32,652.00 |
| 80 | Process Piping - UV | 21768 | | | | - | 0% | 21,768.00 |
| 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 | | | | - | 0% | 82,824.00 |
| 84 | Process Valves - SBR Valve (Not by Aqua) | 109620 | | | \$ 16,990.00 | 16,990.00 | 15% | 92,630.00 |
| 85 | Process Valves - SBR Blower Valves | 14616 | | | | - | 0% | 14,616.00 |
| 86 | Process Valves - ASH Blower Valves | 14616 | | | | - | 0% | 14,616.00 |
| 87 | Process Valves - Sludge Holding Tank #1 | 21924 | | | | - | 0% | 21,924.00 |
| 88 | Slide Gates - Headworks | 19358 | | | | - | 0% | 19,358.00 |
| 89 | Slide Gates - UV | 38717 | | | | - | 0% | 38,717.00 |
| 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 | | | | - | 0% | 136,880.00 |
| 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 | | | | - | 0% | 231,768.00 |
| 97 | Electrical - Temp Electric / Structures | 324000 | | | | - | 0% | 324,000.00 |
| 98 | Electrical - New Lab/Off | 215033 | | | | - | 0% | 215,033.00 |
| 99 | Electrical - New Maintenance | 149535 | | | | - | 0% | 149,535.00 |
| 100 | Electrical - New Headworks | 167122 | | | | - | 0% | 167,122.00 |
| 101 | Electrical - New Treatment SBR | 406827 | | | | - | 0% | 406,827.00 |
| 102 | Electrical - New UV | 106946 | | | | - | 0% | 106,946.00 |
| 103 | Electrical - New WW / VV Structure | 116571 | | | | - | 0% | 116,571.00 |
| 104 | Electrical - Demolition | 38506 | | | | - | 0% | 38,506.00 |
| 105 | Electrical - Underground Conduit/Wire | 563997 | | | | - | 0% | 563,997.00 |
| 106 | Electrical - Generator / ATS | 240100 | | | | - | 0% | 240,100.00 |
| 107 | Electrical - Screen Equipment | 66612 | | | | - | 0% | 66,612.00 |
| 108 | Electrical - Blowers | 80432 | | | | - | 0% | 80,432.00 |
| 109 | Electrical - Pole Lights | 25268 | | | | - | 0% | 25,268.00 |
| 110 | Erosion Control | 18000 | \$ 13,500.00 | | | 13,500.00 | 75% | 4,500.00 |
| 111 | Excavation / Backfill - Wet Well / VV | 192760 | | | | - | 0% | 192,760.00 |
| 112 | Excavation / Backfill - Treatment Facility | 471200 | \$ 235,600.00 | \$ 117,800.00 | | 353,400.00 | 75% | 117,800.00 |
| 113 | Excavation / Backfill - UV | 52080 | | | | - | 0% | 52,080.00 |

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 4 Application Period: From \$ 45,570.00 to 11/01/24 Application Date: 11/01/24

| A Item No. | B Description | C Scheduled Value (\$) | D + E 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 | \$ 62,426.00 | | | 62,426.00 | 75% | 20,809.00 |
| 115 | Excavation / Backfill - Headworks | 59520 | | | | - | 0% | 59,520.00 |
| 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 | | | | - | 0% | 9,450.00 |
| 119 | Earth Retention - Treatment Facility | 923614 | \$ 461,807.00 | \$ 461,807.00 | | 923,614.00 | 100% | - |
| 120 | Earth Retention - Cascade | 148000 | \$ 29,600.00 | | | 29,600.00 | 20% | 118,400.00 |
| 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 | | | | - | 0% | 335,500.00 |
| 125 | Oil / Water Separator | 14375 | | | | - | 0% | 14,375.00 |
| 126 | Site - Manhole Structures | 91134 | | | | - | 0% | 91,134.00 |
| 127 | Site - Storm Inlets | 7021 | | | | - | 0% | 7,021.00 |
| 128 | Site - 4"-8" Sewer | 37496 | | | | - | 0% | 37,496.00 |
| 129 | Site - 12" Forcemain | 29264 | | | | - | 0% | 29,264.00 |
| 130 | Site - 18" Influent | 62066 | | | | - | 0% | 62,066.00 |
| 131 | Site - 16" Effluent | 75520 | | | | - | 0% | 75,520.00 |
| 132 | Site - 24" Effluent (Headwall Str. Item #30) | 221368 | | | | - | 0% | 221,368.00 |
| 133 | Site - WW/VV 10" Piping | 36600 | | | | - | 0% | 36,600.00 |
| 134 | Site - 4" WAS | 84913 | | | | - | 0% | 84,913.00 |
| 135 | Site - 4" Sludge / Decant Lines | 21830 | | | | - | 0% | 21,830.00 |
| 136 | Site - 6" Air Lines | 66541 | | | | - | 0% | 66,541.00 |
| 137 | Site - 6"-8" Drain Lines | 15576 | | | | - | 0% | 15,576.00 |
| 138 | Site - 1"-3" Waterlines | 62682 | | | | - | 0% | 62,682.00 |
| 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 | | | | - | 0% | 10,584.00 |
| 144 | Fencing | 57600 | | | | - | 0% | 57,600.00 |
| 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 Section 8, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 4 Application Period: From \$ 45,570.00 to 11/01/24 Application Date: 11/01/24

| A Item No. | B Description | C Scheduled Value (\$) | D + E 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 (\$) | | | | |
| 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 | | | | - | 0% | 100,000.00 |
| 162 | MA-1 - Lift Station 1 | | | | | - | | - |
| 163 | Excavation / Backfill | 204060 | | | | - | 0% | 204,060.00 |
| 164 | Lift Station Upgrades / Equipment | 245100 | | | | - | 0% | 245,100.00 |
| 165 | Electrical | 48840 | | | | - | 0% | 48,840.00 |
| 166 | MA-2 - Lift Station 3 | | | | | - | | - |
| 167 | Excavation / Backfill | 256500 | | | | - | 0% | 256,500.00 |
| 168 | Lift Station Upgrades / Equipment | 359100 | | | | - | 0% | 359,100.00 |
| 169 | Electrical | 54400 | | | | - | 0% | 54,400.00 |
| 170 | MA-3 - Lift Station 8 | | | | | - | | - |
| 171 | Excavation / Backfill | 236493 | | | | - | 0% | 236,493.00 |
| 172 | Lift Station Upgrades / Equipment | 373350 | | | | - | 0% | 373,350.00 |
| 173 | Electrical | 55157 | | | | - | 0% | 55,157.00 |
| 174 | MA-4 - Lift Station 10 | | | | | - | | - |
| 175 | Excavation / Backfill | 59,400.00 | | | | - | 0% | 59,400.00 |
| 176 | Chemical Tank / Equipment | 102,600.00 | | | | - | 0% | 102,600.00 |
| 177 | Electrical | 6,900.00 | | | | - | 0% | 6,900.00 |
| 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 | | | | - | 0% | 188,000.00 |
| 181 | | | | | | - | | - |
| 182 | | | | | | - | | - |
| 183 | | | | | | - | | - |
| 184 | | | | | | - | | - |
| 185 | | | | | | - | | - |
| 186 | | | | | | - | | - |
| Original Contract Totals | | \$ 24,293,749.00 | \$ 2,543,737.00 | \$ 752,842.00 | \$ 57,043.98 | \$ 3,353,622.98 | 14% | \$ 20,940,126.02 |

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

\$2,195,033.17 is acknowledged and upon receipt of \$727,739.90

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 **November 8th, 2024.**

ROBERT E. CROSBY, INC.



Michael R. Mattingly , President

Subscribed to and sworn to before me this 12th day of November, 2024 by Michael R. Mattingly, 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

| | | | |
|-------------------------|------------------------------|----------------------------------|-----------------------------|
| 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 | | |
| <hr/> | | | |
| Application No.: | 4 | Application Period: From | 10/05/24 to 11/01/24 |
| | | Application Date: | 11/01/24 |

| | | |
|---|----|--------------|
| 1. Total Value of Original Contract Work Completed This Estimate Period: | \$ | \$752,842.00 |
| 2. Total Value of Change Order Work Completed This Estimate Period: | \$ | \$0.00 |
| 3. Total Net Contract Work Completed This Estimate Period: | \$ | \$752,842.00 |
| 4. Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate: | \$ | \$43,843.98 |
| 5. Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period: | \$ | \$13,200.00 |
| 6. Net Increase/Decrease For Stored Materials on This Pay Estimate: | \$ | -\$30,643.98 |
| 7. Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6): | \$ | \$722,198.02 |
| 8. Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%: | \$ | \$36,109.90 |
| 9. Total Amount Due to Contractor This Estimate Period: | \$ | \$686,088.12 |



DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV130649

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:11/28/2024

| | | | |
|-----------------|--|--------------------------|----------------------|
| Date : | 10/29/2024 | Sales Order : | SO126742 |
| Customer : | CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc. | Order Admin : | Tracy Schwartz |
| Customer P.O. : | 24105 | Representative : | Rep113 B.L. Anderson |
| Project Name : | Bristol WWTP Improvements | Representative Contact : | TJ Siple |

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT (THE DTPA) WAIVE ALL PROVISIONS OF DTPA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

| Line | Cust Line | Item | Qty | Unit | Unit Price | Amount |
|------|-----------|---------|-----|------|------------|-----------|
| 6 | 6 | 9742779 | 3 | EA | 4,400.00 | 13,200.00 |

BAW,14,F1,CI,NBRN-NBR,150B,DI-S2,AIS*GS-6B-CW12

Tag :Sheet 46 New SBR Tanks

| Goods | Costs | Shipping & Handling | Tax | Total USD |
|-----------|-------|---------------------|-----|-----------|
| 13,200.00 | 0.00 | 0.00 | 0 | 13,200.00 |

Please reference our Invoice No. INV130649 when remitting payment



DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

REMIT TO:

DeZURIK Inc.
P.O.BOX 735286
Chicago, IL 60673-5286

COURIER TO:

JP Morgan Chase
Attn: DeZURIK Inc #735286
131 S Dearborn, 6th Floor
Chicago,IL 60603

ACH TO:

DeZURIK Inc
Account Number: 883318815
Bank Routing Number: 075000019

WIRE TO:

DeZURIK Inc
Account Number: 883318815
Bank Routing number: 021000021
SWIFT Code: CHASUS33
JP Morgan Chase, New York, NY 10017

THE INVOICE INCLUDES THE TERMS AND CONDITIONS ATTACHED HERETO

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

Section 8, Item d.

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto, or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace end recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

8. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturer's warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to, an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS: In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU: You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. NO OTHER CONTRACT PROVISIONS; OTHER: These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

ORDINANCE NO. 08-15-2024-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AUTHORIZING OFF-ROAD VEHICLES ON HIGHWAYS UNDER THE JURISDICTION OF THE TOWN OF BRISTOL, INDIANA AND IMPOSING REQUIREMENTS, CONDITIONS, AND RESTRICTIONS FOR SUCH

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

WHEREAS, the Town is a “local authority” as the term is defined in Indiana Code § 9-13-2-94; and

WHEREAS, pursuant to Indiana Code § 9-21-8-57, an Off-Road Vehicle may not be operated on a highway under the jurisdiction of the Town, except in accordance with an ordinance adopted under Indiana Code §§ 9-21-1-3(a)(14) and 9-21-1-3.3(a), which authorize the operation of an Off-Road Vehicle on the highway; and

WHEREAS, the Town now wishes to allow the use of Off-Road Vehicles on highways under the jurisdiction of the Town and set minimum requirements for the use thereof.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, as follows:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. This Ordinance adopts all mandatory provisions of state law relating to Off-Road Vehicles, including those set forth at I.C. § 14-16-1 and I.C. § 9-21-1.
- Section 3. Definitions.
 - (a) “Town Road” means any highway, road, street, or other right-of-way open to the public for travel under the jurisdiction of the Town of Bristol except for the following:
 - (i) Any street posted by order of the Town Council or its designee for non-use for Off-Road Vehicles; and
 - (ii) Sidewalks and other paved or unpaved surfaces of public property on which motor vehicles are not permitted.
 - (b) “Off-Road Vehicle” has the meaning set forth in I.C. § 14-8-2-185. This definition excludes farm vehicles being used for farming. This definition does not include snowmobiles or golf carts.

Section 4. Operation of Off-Road Vehicles Permitted.

- (a) The Town Council hereby designates all Town Roads for the operation of Off- Road Vehicles, subject to the requirements of this Ordinance and applicable law. The operation of Off-Road Vehicles upon Town Roads is prohibited unless the Off-Road Vehicle is operated and equipped in full compliance with this Ordinance.
- (b) This ordinance does not restrict the use of municipally owned Off-Road Vehicles used for maintenance, public safety, or special events.

Section 5. Regulation of Off-Road Vehicles.

- (a) When operating an Off-Road Vehicle on a Town Road, an individual shall:
 - (i) Have financial responsibility in effect for the Off-Road Vehicle consisting of at least the following types in the following amounts:
 - (A) Twenty-five thousand dollars (\$25,000) for bodily injury to or the death of one (1) individual;
 - (B) Fifty thousand dollars (\$50,000) for bodily injury to or the death of two (2) or more individuals in any one (1) accident; and
 - (C) Twenty-five thousand dollars (\$25,000) for damage to or the destruction of property in one (1) accident.
 - (ii) Obey all applicable traffic laws as if the Off-Road Vehicle were a passenger motor vehicle as defined in I.C. § 9-13-2-123;
 - (iii) Have no more passengers than the number of seats for which the Off- Road Vehicle is rated by its manufacturer.
 - (iv) Ensure that all passengers of the Off-Road Vehicle are seated in a factory installed seat position attached to the vehicle, with seatbelt restraints properly fastened as specified by the manufacturer.
- (b) When more than one Off-Road Vehicle is present, the Off-Road Vehicle shall travel in single file except when passing or overtaking another vehicle.
- (c) When an Off-Road Vehicle is only operated at twenty-five (25)

miles per hour or less, the Off-Road Vehicle shall display the slow-moving vehicle emblem described by I.C. § 9-21-9-2.

- (d) All occupants within the Off-Road Vehicle less than eighteen (18) years of age must wear a helmet per I.C. § 9-18.1-14-11, except as permitted by state law.
- (e) To be registered and operated on highways under the jurisdiction of the Town, an Off-Road Vehicles must be equipped with the minimum safety equipment as set forth in I.C. § 14-16-1, as amended from time to time.
- (f) All safety equipment must be maintained in good operating order. Lights must be used when time of day or weather conditions necessitate such use for the Off-Road Vehicle to be visible from a distance of at least five hundred (500) feet. Failure to equip, maintain and use such equipment as required herein shall constitute a violation of this Ordinance.

Section 6. Regulation of Operators.

- (a) Only individuals sixteen (16) years of age or older, who have been issued a driver's license from a State Bureau of Motor Vehicles, and whose driver's license is valid and is not suspended or revoked, may operate an Off-Road Vehicle on Town Roads.
- (b) The owner of an Off-Road Vehicle may not cause or knowingly permit an individual to operate the Off-Road Vehicle on Town Roads unless the individual holds a driver's license from a State Bureau of Motor Vehicles that is valid and is not suspended or revoked.
- (c) Owners and operators must ensure that all State-issued certificates of registration and decals for the Off-Road Vehicle are properly posted and available for inspection upon demand by a police officer. The decals must contain the Off- Road Vehicle's registration number and expiration date and must be attached on the forward half of the Off-Road Vehicle.

Section 7. Existing State Laws Applicable.

- (a) Except as otherwise provided, this Ordinance does not affect the rights, responsibilities, or duties of individuals operating or owning an Off-Road Vehicles under Indiana law, including those with respect to:
 - (i) Operating a vehicle at speeds compliant with posted speed limits or at reduced speeds when required by law;

- (ii) The prohibition on operating:
 - (A) At a rate of speed greater than is reasonable and proper having due regard for existing conditions or in a maimer that unnecessarily endangers the person or property of another;
 - (B) Without proper registration;
 - (C) While under the influence of an alcoholic beverage or unlawfully under the influence of a narcotic or other habit forming or dangerous depressant or stimulating drug;
 - (D) Without displaying a lighted headlight and a lighted taillight during the hours from thirty (30) minutes after sunset to thirty (30) minutes before sunrise or when other conditions limit visibility;
 - (E) Without a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke;
 - (F) Within one hundred (100) feet of another's dwelling between midnight and 6:00 a.m.;
 - (G) While transporting on or in the vehicle a firearm, except as provided by state law;
 - (H) Without adequate brakes and lights;
 - (I) On a public highway or street without a valid motor vehicle driver's license;
 - (J) Without a helmet if less than eighteen (18) years of age, except as permitted by state law; or
 - (K) To hunt, pursue, worry, or kill a wild bird or a domestic or wild animal.
- (iii) The duty to notify a conservation or law enforcement officer with jurisdiction where an accident involving an Off-Road Vehicle occurs by the quickest means of communication.
- (iv) The requirement that the owner of an Off-Road Vehicle shall have applied for and obtained a valid Off-Road Vehicle registration from the State of Indiana per I.C. § 9-18.1-14.

- (b) No Town permit, decal, or inspection shall be required of Off-Road Vehicles registered through the State of Indiana Bureau of Motor Vehicles as prescribed by I.C. § 9-18.1-14.
- (c) As prescribed by I.C. § 14-16-1-20(a)(2), the operator of a vehicle may cross a public highway, other than a limited access highway, at right angles for the purpose of getting from one (1) area to another when the operation can be done in safety. The operator shall bring the vehicle to a complete stop before proceeding across a public highway and shall yield the right-of-way to all traffic.

Section 8. Violations, Enforcement, and Penalties.

- (a) Any person who violates Section 5(a)(i) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the person had violated I.C. § 9-25-8-2 but in no case be fined more than a maximum of \$2,500.00.
- (b) Any person who violates Section 5(a)(ii) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the offense had been committed with a passenger motor vehicle as defined in I.C. § 9-13-2-123 but in no case be fined more than a maximum of \$2,500.00.
- (c) Any person who violates Section 5(c) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the person had violated I.C. § 9-21-9-2 but in no case be fined more than a maximum of \$2,500.00.
- (d) Any person who violates any provision of this Ordinance for which a penalty is not otherwise provided commits an ordinance violation and may be fined not more than \$500 for each offense.
- (e) This Ordinance does not affect the sanctions and penalties for violating a state statute or regulation concerning Off-Road Vehicles, including the provisions of I.C. § 14-16-1.
- (f) The Town may enforce this Ordinance by filing an action in any court of general jurisdiction to recover a fine in a sum not to exceed \$2,500 for each violation.
- (g) All fines or civil penalties collected shall be deposited in the general fund of the Town.

Section 9. All ordinances and parts of ordinances inconsistent or in conflict with the terms of this Ordinance are repealed to the extent of the inconsistency or conflict.

Section 10. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or pm1 of this ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 11. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2024.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

DRUG DOG AGREEMENT

This Drug Dog Agreement (the “Agreement”), dated ____ of _____, 2024, (“the Effective Date”) is entered into between Middlebury School Corporation, an Indiana corporation, located at 56853 Northridge Drive, Middlebury, Indiana 46540 (the “School”) and the Town of Bristol, Indiana and the Bristol Police Department (“collectively Bristol PD”), located at 303 E. Vistula Street Bristol, IN 46507, and collectively, the “Parties” states:

WHEREAS, the School has purchased and owns a Drug Dog named Raider (the “Drug Dog”), to assist with drug and tobacco searches during the school year;

WHEREAS, the School Resource Officer Gary Smith (“Smith”) currently houses, manages, and cares for the Drug Dog;

WHEREAS, Smith is transferring to Bristol PD and taking the Drug Dog with him;

WHEREAS, Bristol PD will be taking ownership of the Drug Dog;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Ownership and Residence.** The School owns the Drug Dog and is transferring ownership to Bristol PD upon its employment of Smith.

2. **Expenses.** All food, veterinary appointments, grooming, toys, treats, and any other expenses related to the Drug Dog will hereafter be the responsibility of Bristol PD fully or as otherwise agreed upon between Smith and Bristol PD. The School shall not be responsible for any such expense which occur after the Effective Date herein and Bristol PD shall not be responsible for any such expenses which predate the Effective Date herein

3. **Exercise and Training.** It will be the responsibility of Bristol PD to continue the Drug Dog’s exercise and training requirements. The Drug Dog is trained to detect unlawful substances, such as narcotics and marijuana, as well as tobacco and nicotine. The School shall not be responsible for any exercise and training requirements following the Effective Date

4. **Insurance.** The Drug Dog will be covered by appropriate coverage of liability insurance. Bristol PD shall, at its cost, purchase the required insurance following the Effective Date. Smith shall have the insurance information with him at all times when they are with the Drug Dog. The School shall not be responsible for payment of any such insurance premium or other expense following the Effective Date.

5. **Chip and Tags.** The Drug Dog possesses an identification chip along with identification tags on the collar. The chip identifies the School as the Drug Dog’s owner but identifies Smith as the contact point if the Drug Dog is lost. Bristol PD shall appropriately and promptly update that identification information showing Bristol PD as owner of the Drug Dog.

6. **School Searches.** The Drug Dog was originally purchased for the School’s drug and tobacco/nicotine searches on the school grounds. The School will still need to perform such searches. Bristol PD agrees to perform up to four (4) searches per school year at no cost to the School. Any searches in excess shall be paid for by the School at an agreed upon price.

7. **Indemnification.** To fullest extent permitted by law, each party herein agrees to keep the School, its agent indemnify and hold harmless the other party, including its directors, officers, agents, and employees free, harmless, and indemnify them from and against all from any third-party claims, suits, or causes or actions of action arising from or in any way out of the performance of duties by or relating to the Drug Dog while owned by Bristol PD, that are alleged to have occurred during each party’s ownership or beneficial use.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the date first written above by their respective officers.

“THE SCHOOL”
Middlebury School Corporation

By: _____
Dr. Jason Snyder, Superintendent

“Bristol PD”
Bristol Police Department

By: _____

Bristol Police Department
October 2024

| | |
|------------------------------|--|
| Traffic Enforcement: | Citations: 67 |
| | Warnings: 26 |
| Calls for Service: | 524 |
| Calls: | 362 |
| Vehicle Crashes: | Property Damage: 10 |
| | Personal Injury: 1 |
| | Fatal: 0 |
| | Leaving Scene: 1 |
| Criminal Enforcement: | Cases Taken: 57 |
| | Cases closed by arrest: 9 |
| | OWI: 4 Felony: 0 |
| | Poss. Drugs and/or Paraphernalia: 2 |
| Impounded Vehicles: | 6 |
| Miles Driven: | 13,335 |

Criminal Enforcement: October brought us several investigations, having investigated 57 cases and 9 of those cases were closed by immediate arrest. There were 5 thefts, 3 criminal mischiefs, 5 warrant arrests, 4 OWI's, 1 fraud, 2 intimidation, 2 batteries, 1 death investigation, 1 runaway and 2 possessions of marijuana. We continue to investigate several cases from this and previous months.

Traffic Enforcement: In October officers investigated 12 vehicle crashes of these 1 were leaving the scene. Officers issued 67 traffic citations, addressing speed, signal and sign violations. There were 13 of our citations that were for driving while license suspended or never receiving a license. They also issued 26 written warning tickets. As always, please drive defensively and never text and drive.

Please report any suspicious activity when you see it. Our continued work together can only make our community better and safer. Our thanks to all for your continued support and cooperation.

Together we can make a better community

Respectfully,
Stephen M. Priem, Marshal

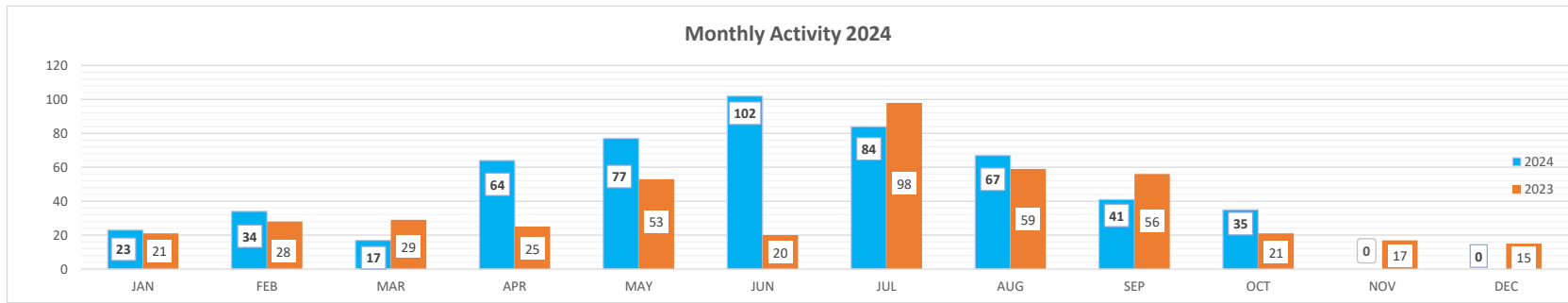
Code Enforcement Dashboard 2024

Section 10, Item b.

| Measure | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Current 2024 | 2023 | Warning Issued | Notice Issued | Parking Citation | Impound | Violation Corrected | Unfounded | Open |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----------|-----------|----------|----------|--------------|------------|----------------|---------------|------------------|----------|---------------------|-----------|----------|
| Abandoned & Junk Vehicles (Property) | 0 | 3 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 18 | 6 | 0 | 0 | 0 | 6 | 0 | 0 |
| Abandoned & Junk Vehicles (Street) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Animals | 1 | 3 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 9 | 11 | 9 | 0 | 0 | 0 | 9 | 1 | 0 |
| Bicycles & foot scooters | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Golf Carts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| High Grass | 0 | 0 | 0 | 14 | 37 | 40 | 26 | 16 | 8 | 6 | 0 | 0 | 147 | 144 | 147 | 1 | 0 | 0 | 145 | 1 | 1 |
| Illegal Parking | 11 | 20 | 8 | 18 | 14 | 27 | 34 | 20 | 19 | 15 | 0 | 0 | 186 | 140 | 186 | 0 | 0 | 0 | 184 | 1 | 2 |
| Improper disposal of trash | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Litter & Dumping | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 23 | 2 | 1 | 0 | 0 | 2 | 0 | 0 |
| Loud Noise or disturbing the peace | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 3 | 0 | 0 | 0 | 2 | 1 | 0 |
| Nuisance issues | 0 | 2 | 5 | 4 | 1 | 2 | 0 | 0 | 0 | 4 | 0 | 0 | 18 | 26 | 18 | 0 | 0 | 0 | 15 | 3 | 0 |
| Snowmobiles | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Snow and Ice from sidewalk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Signs and devices | 2 | 0 | 3 | 21 | 15 | 28 | 8 | 24 | 7 | 5 | 0 | 0 | 113 | 35 | 113 | 0 | 0 | 0 | 113 | 0 | 0 |
| Trash on property | 2 | 2 | 0 | 2 | 0 | 3 | 3 | 2 | 1 | 0 | 0 | 0 | 15 | 3 | 15 | 1 | 0 | 0 | 15 | 0 | 0 |
| Trees & Bushes | 0 | 1 | 0 | 0 | 6 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 11 | 6 | 11 | 0 | 0 | 0 | 9 | 1 | 1 |
| Weeds & Rank Vegetation | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Vehicles for sale on grass | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 | 9 | 4 | 0 | 0 | 0 | 4 | 0 | 0 |
| Other | 5 | 3 | 0 | 2 | 0 | 2 | 7 | 4 | 3 | 3 | 0 | 0 | 29 | 22 | 29 | 0 | 0 | 0 | 25 | 4 | 0 |
| TOTAL | 23 | 34 | 17 | 64 | 77 | 102 | 84 | 67 | 41 | 35 | 0 | 0 | 544 | 442 | 544 | 3 | 0 | 0 | 530 | 12 | 4 |

| | | | | | | | | | | | | | |
|--------------------------|----|----|----|----|----|----|----|----|----|----|---|---|-----|
| Citizens' complaints | 6 | 4 | 2 | 6 | 11 | 3 | 10 | 4 | 7 | 6 | 0 | 0 | 59 |
| Code enforcement officer | 17 | 30 | 15 | 58 | 65 | 99 | 74 | 63 | 34 | 29 | 0 | 0 | 484 |

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | |
|------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---|
| Chicken Permits Issued | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |



2023 21 28 29 25 53 20 98 59 56 21 17 15

Elkhart County Public Safety Communications Center

Number Of Calls Report by Department

Section 10, Item b.

First Date: 10/01/2024

Jurisdiction: ECC

Last Date: 10/31/2024

| <i>Department</i> | | <i>Number</i> |
|-------------------|---|---------------|
| 1 | 4 | 362 |

Total: 362



BRISTOL FIRE DEPARTMENT

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



Section 11, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

November 2024 Operations Report:

We responded to 89 calls in October.

We had 350 responses in October.

Staffing:

We are short 1 Fulltime Firefighter/EMT.

We are short 1 Fulltime Firefighter/Paramedic.

Additional:

Tower 83 – is back at the station but will need to go back when some additional parts come in.

Tower 83 – Ladders have been tested and passed.

We are looking forward to the Christmas tree lighting. We have 1500 feet of lights on the tree.

We are still collecting new unwrapped toys for our Toys for Tots program. BFD will be delivering the toys on Saturday December 7th.

Picture fundraiser is winding down. If you have not received a letter and want to donate, please contact the fire station. Picture day is Saturday November 23rd.

Thank you,
Nicholas J.A. Kantz
Fire Chief

Filter statement

Filters Alarm Date Range 10/1/24 to 10/31/24

Total Incidents & False Alarms

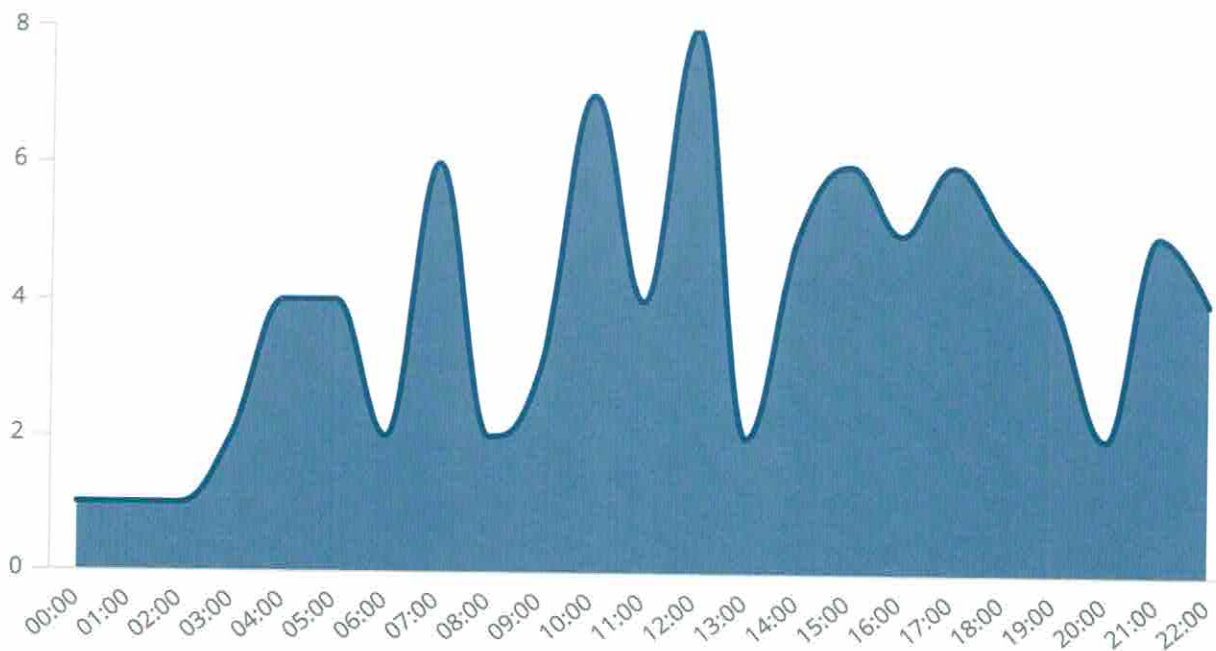
Total Incidents w/false alarms included

89

Percent of Incidents with False Alarm

Percent of False Alarm Calls
5.62%

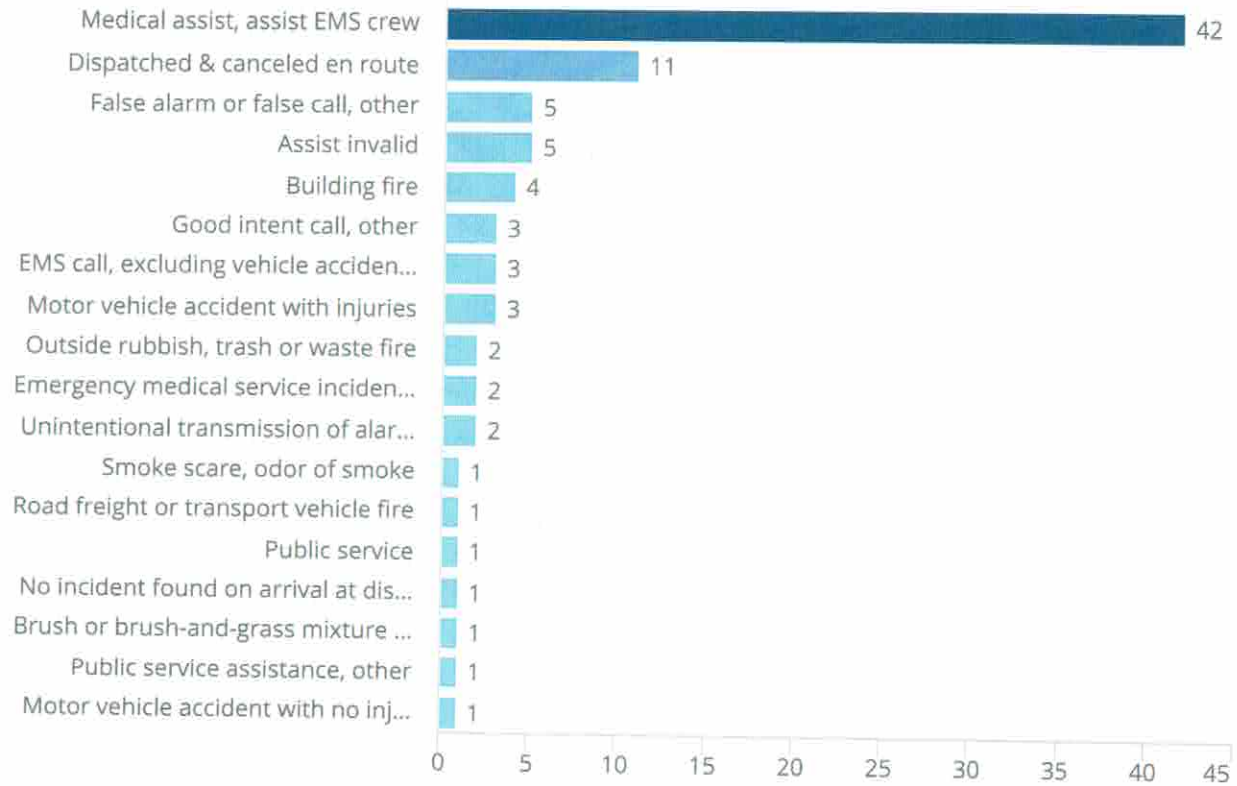
Incidents over Time



Filter statement

Filters **Alarm Date Range** 10/1/24 to 10/31/24

Breakdown of False Alarm Incidents by Type



Total Number of Incidents

of unique Incident Number

89

Filter statement

Filters **Alarm Date Range** 10/1/24 to 10/31/24