

BOARD OF SANITARY COMMISSIONERS REGULAR MEETING 10:00 a.m. March 19, 2019 Third Floor City Hall

AGENDA

CITY OF	
TERRE HAUTE	
BOARD OF	
SANITARY COMNISSIONERS	5

City Hall 17 Harding Avenue, Room 200 Terre Haute, IN 47807

Phone: 812.232.5458 Fax: 812.234.3973

www.terrehaute.lN.gov

1.	Call	to	Order

- 2. Roll Call
- 3. Public Comments
- 4. Approve Minutes
- 5. Approve Claims
- 6. Main Lift Station Construction Agreement
- 7. Sourcewell Interlocal Agreement
- 8. Surplus WWTP Equipment
- 9. HWC Main Lift Station Inspection Agreement
- 10. Other
- 11. Adjournment

Minutes of Regular Meeting of the Board of Sanitary Commissioners Terre Haute, IN March 5, 2019

A regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 5th day of March 2019, at 10:00 a.m. Those present were Brad 422, Tim Adams, and Larry Auler for the Board of Sanitary Commissioners. Terry Modesitt was present.

The meeting of the Board of Sanitary Commissioners was called to order by President Brad Bush.

Anna Carson provided the Board with a handout in regards to affordability and financial capability of the LTCP. She is concerned about the heavy burden it is causing taxpayers. This issue was discussed.

Joe Seliken discussed sewage overflow problems. There have been a half dozen overflows north of Hulman and virtually nothing has been done with these. Mr. Seliken brought Distinguished Professor Sundstrom here last week to tour the plant and meet with the Mayor. Mr. Seliken wants to put a lagoon in to hold the overflow. Tim Adams said we have tried lagoons and have closed four due to IDEM. Mr. Seliken was surprised that we accepted bids and thinks we should revise the plan now to save money.

APPROVE MINUTES

The minutes from the February 19, 2019 meeting were presented to the Board.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved, it was resolved that the minutes from the February 19th, 2019 meeting be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Tim Adams, seconded by Larry Auler, and unanimously approved that claims be approved as presented.

PHOSPHORUS REMOVAL PROJECT - CHANGE ORDER #3

Phosphorus Removal Project Change Order #3 was presented to the Board by Troy Swan. The change order was discussed.

On motion of Tim Adams, seconded by Larry Auler, and unanimously approved, it was resolved that Phosphorus Removal Project Change Order #3 be approved.

REQUEST FOR APPEAL - MATTHEW ALIG

Jesse Tohill of the Sewage Billing Office informed the Board that Mr. Alig has been given everything that the ordinance allows which is over \$4000 in credits. Mr. Alig wants to be charged his monthly average fee only. The request for appeal was discussed.

On motion of Tim Adams, seconded by Larry Auler, and unanimously approved, it was resolved the request for appeal be denied.

OTHER

- There was no other business.

ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on March 19, 2019 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

APPROVED on the 19th day of March , 2019.

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary

Larry Auler, Member

Chuck Ennis, Member

Sanitary District Claims March 20, 2019

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

Modesitt Law Firm	San Legal Svcs/Feb 2019	\$ 1,058.77
Bose McKinney & Evans	Overseas Lease Group/Legal Svcs	\$ 1,644.50
Bose McKinney & Evans	Overseas Lease Group/Legal Svcs	\$ 1,128.00
Kraemer Burns	Overseas Lease Group/Prof Svcs	\$ 2,004.75
The Schneider Corporation	Beacon Hosting/ 6/30/19	\$ 3,150.00
IUPPS	Sewer Locates/ January 2019	\$ 745.75

WWUTILITY / 0620-0061- Insurance General/Prop & Casualty

ONI Risk Partners	Commercial Pkg Endorsement	\$ 627.36
ONI Risk Partners	Commercial Umbrella	\$ 73.84

WWUTILITY / 0620-0061- Publication of Legal Notices

WWUTILITY / 0620-0061- Drainage Improvements

	U 1	
McCalister Bros., Inc.	South Hwy 63	\$ 4,320.00
NEW Interstate Concrete, Inc.	63 & Margaret	\$ 270.00
Myers Engineering, Inc.	Robinwood Drain/Rose Hul Ease	\$ 527.00

WWUTILITY / 0620-0061- Drainage Ways

MAIN LIFT STATION/ SRF FUND

PHOSPHORUS REMOVAL/ SRF FUND

HWC Engineering Phosphorus Removal \$5,944.00

SRF INTEREST FUND

CSO/LTCP P23

HWC Engineering Program Management \$ 3,234.00

Wastewater Utility Claims March 2019

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Personnel Servic	414.010

Laundry & Uniforms		
Boot City	Jeans - Cameron S.	\$143.94
Boot City	Jeans - Curt M.	\$159.96
Boot City	Jeans - Alicia B.	\$150.00
Boot City		\$147.96
Embroidery Express Inc.	T-Shirts, Sweatshirts, Etc.	\$3,537.00
John Deere Financial Inc.	Jeans - Nick H.	\$139.86
John Deere Financial Inc.	Jeans - Carlos Y.	\$89.97
John Deere Financial Inc.	Jeans - Eric C	\$138,93
John Beere Financial Inc.	Jeans - Buck W.	\$98.00
John Deere Financial Inc.	Jeans - Ed S.	\$116.89
John Deere Financial Inc.	Jeans - Dan L	\$107.96
John Deere Financial Inc.	Jeans - Dan L	\$26.99
John Deere Financial Inc.	Jeans - Brandy J.	\$150.00

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Protective Clothing		
Harbor Freight Tools Inc.	Welding Helmet, Lens Cover	\$53.98
Kimball Midwest Inc.	Coveralls	\$162.30
Vision Service Corporation DBA/Eye Mart Safety Glasses - Alicia B. & Ron M.	Safety Glasses - Alicia B. & Ron M.	\$216.52

Supplies 421.170 Chemicals Bio Chem Inc.

Operating Supplies **422.005 Op**o

Operational Supplies		
American Welding & Gas Inc.	Propane	\$36.98
ATCO Manufacturing Company	Cutting Fluid	\$536.00
Batteries Plus Bulbs	Batteries	\$26.40
E-Z Clean Corp.	Paper Towels	\$59.00
Heritage Crystal Clean LLC	Parts Cleaner	\$450.27
Kimball Midwest Inc.	Stainless Steel Chains	\$610.78
Kimball Midwest Inc.	Absorbent	\$379.84
Kimball Midwest Inc.	Pro-Clean Wipers, Cleaner	\$522.76
Kimball Midwest Inc.	Pro-Clean Wipers, Cleaner	\$247.84
Lawson Products Inc.	Brake Klean, Starting Fluid	\$246.27
Lawson Products Inc.	Caution Tape	\$111.68
Lawson Products Inc.	Nylon Ty-Raps, Heat Shrink Tube, Etc.	\$459.02
Lowie's	Storage Fotes	\$132.80
Menards	Batteries, Laundry Detergent	\$56.92
Menards	Lime A-way, Car Polish	\$40.01
N.E.W. Interstate Concrete, Inc.	Hot Water, 2% High Early, 2% Calcium Chloride	\$47.50
N.E.W. Interstate Concrete, Inc.	Hot Water	\$35.00
N.E.W. Interstate Concrete, Inc.	Fiber, Hot Water, 2% Calcium Chloride	\$42.75
N.E.W. Interstate Concrete, Inc.	Hot Water	\$50.00
N.E.W. Interstate Concrete, Inc.	Hot Water	\$15.00
N.E.W. Interstate Concrete, Inc.	Hot Water, 2% Calcium Chloride	\$60.00
N.E.W. Interstate Concrete, Inc.	Hot Water, Fiber, 2% Calcium Chloride, 2% High Early	\$52.00
N.E.W. Interstate Concrete, Inc.	Hot Water	\$50.00
N.E.W. Interstate Concrete, Inc.	Hot Water, Fiber, 2% Calcium Chloride	\$228.00
S & G Excavating Inc.	White Rock	\$693.66
USABluebook LTD	Paint	\$227.80
Wabash Valley Goodwill Inc.	Wiping Rags	\$53.76
Wholesale Drainage Supply Inc.	Fabric	\$323.00

422.010	Gas Automated Fuels Inc.	Gas	\$1,628.28
422.020	Diesel Automated Fuels Inc.	Diesel Fuel	\$2,499.16
Other Supplies 422.110	Boc Gas Airgas, Inc. Praxair Distribution Praxair Distribution	Acetylene, Oxygen Argon, Stargon, Etc. Oxygen, Acetylene	\$219.37 \$86.95 \$114.64
422.160	Lab Supplies Evoqua Water Technologies Inc.	Filters	\$743.87
Rep./Maint. Supplies 423.015 Ma Col Col Kim Kim Kim Kim NE N.E N.E N.E N.E N.E N.E N.E N.E N.E	Maint./Rep. Coldwell Coldwell Kimball Midwest Inc. Kimball Midwest Inc. Lawson Products Inc. Lawson Products Inc. Lawson Products Inc. Lawson Products Inc. N.E.W. Interstate Concrete, Inc.	Adapter, Washer Metric V Belts Adapter Cable Ties, Screws, Cotter Pins, Etc. Bushings, Elbows, Etc. Hex Nuts, Fittings, Washers, Etc. Washers, Hex Cap Screws, Etc. Screws Lumber Limestone Air Flowable Fill Limestone Air	\$12.29 \$145.12 \$17.95 \$268.58 \$119.53 \$373.48 \$736.39 \$736.39 \$230.00 \$528.50 \$230.00 \$528.50 \$207.00 \$755.00 \$755.00 \$755.00 \$755.00 \$755.00 \$755.00 \$755.00 \$755.00 \$755.00

Quality Automotive Dist. Corp.	Remote Strobe Flas ibe	\$388.90
Quality Automotive Dist. Corp.	Oil Filters, Wiper Blaues	\$160.32
Quality Automotive Dist. Corp.	Hub Bearing Assembly	\$110.39
Quality Automotive Dist. Corp.	Wheel Nuts	\$13.20
Quality Automotive Dist. Corp.	Wheel Nuts	\$6.60
Quality Automotive Dist. Corp.	Wheel Nuts	\$13.20
Quality Automotive Dist. Corp.	Headlight Bulbs	\$19.76
Quality Automotive Dist. Corp.	Wiper Blade	\$4.99
Quality Automotive Dist. Corp.	Disc Brake Pads	\$125.91
Quality Automotive Dist. Corp.	Battery, Fuel Injector	\$213.70
Quality Automotive Dist. Corp.	Thermostat, Gasket, Etc.	\$25.00
Quality Automotive Dist. Corp.	Air Filters	\$10.22
Quality Automotive Dist. Corp.	Air Filters	\$29.33
Quality Automotive Dist. Corp.	Sway Bar Link	\$13.21
Quality Automotive Dist. Corp.	Wiper Blade	\$4.99
Quality Automotive Dist. Corp.	Switch	\$57.04
Quality Automotive Dist. Corp.	Fuel Pump	\$154.38
Quality Automotive Dist. Corp.	Fuel Filters	\$123.08
S & K Equipment Company Inc.	Couplings, Bearings, Etc.	\$6,673.00
Straeffer Pump & Supply Inc.	Rail Package	\$598.00
Terre Haute Hardwoods, LLC	Red Oak Lumber	\$307.50
Town & Country Ford	Oil Cooler Assembly	\$107.85
Valley Electric Supply Corp.	Conduit	\$47.50
Valley Electric Supply Corp.	Tubing, Couplings, Straps, Etc.	\$917.79
Valley Electric Supply Corp.	PRG Drivers	\$514.28
Vigo Dodge Inc	Stop Lamp Switch	\$18.45
Vigo Dodge Inc	Axle Shaft	\$191.25
Vigo Dodge Inc	Transfer Case	\$892.50
Wabash Valley Motor & Machine Inc.	Capacitors	\$98.10

Professional Services
432.010 Services Contractual

American Water Captital Corp. Bobbie Natale Electrical Automation Services LLC	Data Usage Contract Work IT Services	\$6,055.00 \$400.00 \$21,015.00
Hannum Wagle & Cline Engineer Inc	Professional Services	\$4,860.00
McGuire Excavating & Trucking Inc.	Disposal Loads	\$150.00
N.E.W. Interstate Concrete, Inc.	Late Charge	\$50.61
Overhead Door Company of Terre Haute	Repaired Overhead Door in the Maintenance Shop	\$354.00

	Quality Automotive Dist. Corp.	Computer Program s	\$263.00
	Robert L. Hoopingarner		\$320.00
	Seelyville Water Works	Meter Readings	\$1,445.00
	Time Warner Cable Inc	Internet Service	\$2,562.25
	Verizon Wireless Vigo County Recorder's Office	Air Cards for Lift Stations Releasing Liens	\$270.31 \$25.00
432,071	lah Testing		
	Pace Analytical Services LLC	Lab Testing	\$62.00
	Pace Analytical Services LLC	Lab Testing	\$52.00
	Pace Analytical Services LLC	Lab Testing	\$31.00
	Pace Analytical Services LLC	Lab Testing	\$296.25
	Pace Analytical Services LLC	Lab Testing	\$191.00
	Pace Analytical Services LLC	Lab Testing	\$52.00
	Pace Analytical Services LLC	Lab Testing	\$141.00
	Pace Analytical Services LLC	Lab Testing	\$140.00
432.072	Sycamore Ridge Landfill Republic Services Sycamore Ridge Landfill	Trash Removal Street Sweepings	\$2,328.72 \$653.65
		0.	
432.073	Biosolids to Landfill Sycamore Ridge Landfill	Biosolids to Landfill	\$6,684.19
Comm./Transportation 433.020 Post	rtation Postage		
	United Parcel SVC United Parcel SVC	Postage Postage	\$12.49 \$18.96
433.040	Freight Coldwell	Freight	\$11.30
	Gripp Inc.	Freight	\$24.00
	Lawson Products Inc.	Freight Fraight	\$45.55
	lawson Droducts Inc	יינים - יינים	711.33 611 00
	Lawson Products Inc.	Freight	511.33 S63.95
	Northern Tool & Equipment	Freight	\$194.44
	Straeffer Pump & Supply Inc. IISABInebook ITD	Freight Freight	\$24.87
	Valley Electric Supply Corp.	Freight	\$7.4.30 \$53.60

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	Duke Energy Duke Energy Duke Energy Duke Energy Duke Energy	Electric Utility Electric Utility Electric Utility Electric Utility Electric Utility Electric Utility	\$35.03 \$291.62 \$375.30 \$601.81 \$18.295.47 \$307.88
436.020	Duke Energy Duke Energy Duke Energy Win Energy REMC Gas Utility Vectren Vectren Vectren	Electric Utility Electric Utility Electric Utility Gas Utility Gas Utility Gas Utility Gas Utility Gas Utility Gas Utility	\$18,170,34 \$27,618,10 \$347,90 \$7,855,18 \$158,99 \$241,17 \$233,85 \$49,71
436.030	Vectren Water Utility IN American Water IN American Water IN American Water IN American Water	Gas Utility Water Utility Water Utility Water Utility Water Utility	\$46.00 \$45.09 \$44.68 \$116.10 \$54.47
Maint 437.030	Vehicle Rep./Maint. McCord Tire & Auto Service Mike's Stop & Shine	Installed New Tires on a Vehicle Car Washes	\$382.16 \$49.00
438.010	Rental of Equipment Jack Doheny Companies Inc. One Source Equipment Rentals Inc.	Rented a Vactor Rented a Carrydeck Crane	\$11,250.00 \$965.67
inery & Equ 444.010	Machinery & Equipment Purchase 444.010 Equipment Purchase Electrical Automation Services LLC Harbor Freight Tools Inc. Harbor Freight Tools Inc. John Deere Financial Inc. Jones & Sons Inc. Kimball Midwest Inc. Lawson Products Inc.	DG Probe Kit, Flow Meter, Etc. Drain Cleaner, Screwdriver, Float Chargers, Etc. Truck Bed Cargo Unloaders Heaters Concrete Lid Drill Bits Trigger Sprayers, Drill Bit	\$10,571.85 \$141.94 \$79.98 \$47.94 \$120.00 \$152.57 \$55.56

\$6,364.45	sler \$89.85 oler \$89.85 oing \$285.00
Skid Steer, Etc. Pipe Locators	Battery for a Sampler Battery for a Sampler Sampler Pump Tubing
Marlin Business Bank USABluebook LTD	i0 Pretreatment Batteries Plus Bulbs Batteries Plus Bulbs Gripp Inc.
	445.050

3/07/2019 Check Run \$15,342.26 3/14/2019 Check Run \$165,633.75

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _ by and between <u>City of Terre Haute Sar</u>		in the year 20 <u>19</u> (hereinafter called OWNER)
and Kokosing Industrial, Inc.		 `
OWNER and CONTRACTOR, in consid	leration of the mutual covenants hereina	fter set forth, agree as follows:
ARTICLE 1 – WORK.		
CONTRACTOR shall complete all Worl	cas specified or indicated in the Contrac	et Documents.
The Project for which the Work under the as follows:	Contract Documents may be the whole	or only a part is generally described

ARTICLE 2 - ENGINEER.

The Project has been designed by CHA Consulting, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

New Main Lift Station & HRC Phase 2

ARTICLE 3 – CONTRACT TIMES.

- 3.1 The Work will be substantially completed within <u>720</u> days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within <u>750</u> days after the date when the Contract Times commence to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER __three thousand dollars (\$ 3,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER __two thousand dollars (\$ 2,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

PAGE 1 OF 6 CHA PROJECT NO. 33130 SECTION 005200 4.1 For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit prices times the estimated quantity of that item):

BID SCHEDULE NEW MLS & HRC PHASE 2					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Total Price
1.	Lump Sum Payment for all work shown and Specified, except for work included in Pay Items 2, through 20	1	Lump Sum	\$34,470,000	\$34,470,000
2.	Diesel Generator, Section 26 32 00	1	Lump Sum	\$970,000	\$970,000
3.	Cleaning/Inspecting existing force main, Section 330130.16	1	Lump Sum	\$53,000	\$53,000
4.	Turner Street Sewer, Section 33 05 33.01 or 33 05 36.01 or 33 05 39.01	1	Lump Sum	\$3,100,000	\$3,100,000
5.	Parallel Interceptor Sewer	1	Lump Sum	\$1,110,000	\$1,110,000
6.	24-Inch Sanitary Force Main, Section 33 11 00 or 33 11 12 or 33 05 19	1	Lump Sum	\$4,100,000	\$4,100,000
7.	Stainless Steel Slide Gates, Section 40 05 59.23	1	Lump Sum	\$953,000	\$953,000
8.	Belt Conveyors, Section 41 12 13.19	1	Lump Sum	\$234,000	\$234,000
9.	Bridge Cranes, Section 41 22 13.13	1	Lump Sum	\$81,000	\$81,000
10.	Vertical End Suction Centrifugal Pumps, Section 43 23 31.23	1	Lump Sum	\$2,050,000	\$2,050,000
11.	Multi-Rake Wastewater Screens, Section 46 21 60	1	Lump Sum	\$797,000	\$797,000
12.	Screenings Washing & Compacting Equipment, Section 46 21 73	1	Lump Sum	\$79,500	\$79,500
13.	Defoamer Pump Skid, Section 46 33 35	1	Lump Sum	\$37,700	\$37,700
14.	Ballasted High Rate Clarification System, Section 46 43 66	1	Lump Sum	\$1,830,000	\$1,830,000
15.	UV Equipment, Section 46 66 56	1	Lump Sum	\$550,000	\$550,000
16.	CIPP Lining of 48-Inch Force Main, Section 33 05 01	1	Lump Sum	\$2,640,000	\$2,640,000
17.	Allowance 1 - SCADA and Control System Hardware	1	Lump Sum	\$307,562*	\$307,562*
18.	Allowance 2 - System Integration	1	Lump Sum	\$284,757*	\$284,757*
19.	Allowance 3 - Variable Frequency Drives	1	Lump Sum	\$703,931*	\$703,931*
20.	Allowance 4 - Safety and Security Hardware	1	Lump Sum	\$71,044*	\$71,044*

^{*}Cash Allowance

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Fifty-Four Million Four Hundred Twenty-Two Thousand Four Hundred

	(words)		
Ninety-Four dollars	Dollars ((\$ 54,422,494	
(words - continued	1)	(figures)	

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in paragraph 13.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER.

ARTICLE 5 - PAYMENT PROCEDURES.

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1 Prior to Substantial Completion, payments will be made as set forth below, but, in each instance, less the aggregate of payment previously made and less such amounts ENGINEER shall determine, or OWNER may withhold in accordance with paragraph 15.01 of the General Conditions.
 - 90 % of Work completed (with the balance being retainage)
 - 90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

If the Work has been at least 50% completed as determined by the ENGINEER, and if the character and progress of the Work are satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may (but is not required to) determine that as long as the character and progress of the Work remains satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 95% of the Work completed.

5.1.2 When the Work has reached Substantial Completion, CONTRACTOR shall submit to the ENGINEER an Application for Payment of the remaining amount of the contract balance. Upon receipt of such Application for Payment, the OWNER shall approve and promptly pay the remaining amounts of the contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgment against the CONTRACTOR which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, OWNER shall promptly pay, upon receipt of an Application for Payment, for these items less an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged. The term "promptly pay" shall mean payment within forty-five days, excluding legal holidays, of receipt of an Application for Payment unless such Application is not approved.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project. No interest penalty shall be charged when payment is delayed because of disagreement regarding the quantity, quality, or time of delivery of goods or services or the accuracy of any invoice received for the goods or services.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by

ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 -- CONTRACT DOCUMENTS.

The Contract Documents which comp	rise the entire agreemen	t between OWNER	Rand CONTRACTO	R concerning
the Work consist of the following:				

- 8.1 This Agreement (pages 1 to 6, inclusive).
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Specifications bearing the title <u>City of Terre Haute New Main Lift Station & HRC Phase 2</u> and consisting of <u>46</u> divisions and pages, as listed in table of contents thereof.
- 8.7 Drawings consisting of a cover sheet and sheets numbered <u>G-01</u> through <u>II-11</u>, inclusive with each sheet bearing the following general title: <u>New Main Lift Station and HRC Phase II</u>
- 8.8 Addenda numbers 1 to 10, inclusive.
- 8.9 CONTRACTOR's Bid.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 11.01 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment, will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 During the performance of this Contract, the Contractor agrees to comply with all Labor Related Regulations as specified in the Contract Documents and to incorporate said provisions of all Subcontracts or purchase orders over \$10,000.
- 9.6 IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

nis Agreement will be effective on, 20 <u>1</u> 9	9 (which is the Effective Date of the Agreement).
OWNER	CONTRACTOR Kokosing Industrial, In
****	Therene Co. Mille
Ву:	By: Thomas G. Muraski, President
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest	Attest Chall Large
Address for giving notices	Address for giving notices
	6235 Westerville Rd.
	Westerville, OH 43081
(If OWNER is a public body, attached evidence of	License No. N/A
authority to sign and resolution or other documents authorizing execution of Agreement).	Agent for services of process:
	(If CONTRACTOR is a corporation, attach evidence of authority to sign).

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable. CONTRACTOR (Name and Address) SURETY (Name and Principal Place of Business): Kokosing Industrial, Inc. 6235 Westerville Road Westerville, OH 43081 Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 OWNER (Name and Address) City of Terre Haute, Indiana - Board of Sanitary Commissioners 17 Harding Avenue Тепе Haute, IN 47807 CONSTRUCTION CONTRACT Date: 54.422.494.00 Description (Name and Location): New Main Lift Station & HRC Phase 2 BOND Number: 014210115 (Liberty) / 106901961 (Travelers) 54,422,494.00 Date (not earlier than Construction Contract Date): Modifications to this Bond Form: CONTRACTOR AS PRINCIPAL SURETY Liberty Mutual Insurance Company Company Kokosing Industrial, Inc. (Corp Seal) Signature: Signature: Thomas G. Muraski Name and Title: Name and Title: Cathy L. Woodruff, Attorney-In-Fact CONTRACTOR AS PRINCIPAL SURETY Travelers Casualty and Surety Company of America Company (Corp Seal) Company Signature: Signature: Name and Title: Name and Title: Cathy L. Woodruff, Altorney-In-Fact PRESIDENT

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

- The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
- 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner,
- 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owners's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner, or
 - Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but

- subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of he Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- Definitions.
- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

CONSTRUCTION PAYMENT BOND

SURETY (Name and Principal Place of Business):

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Kokosing Industrial, Inc. 6235 Westerville Road	Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116
Westerville, OH 43081	and
	Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183
OWNER (Name and Address)	
City of Terre Haute, Indiana - Board of Sanitary Commissioners 17 Harding Avenue Terre Haute, IN 47807	
CONSTRUCTION CONTRACT	
Date:	<u> Жимий </u> <u>\$54,422,494.00</u>
Description (Name and Location): New Main Lift Station	a & HRC Phase 2
BOND Number: 014210115 (Liberty) / 106901961 (Travelo Date (not earlier than Construction Contract Date): Modifications to this Bond Form: Nome	ers) // nount: <u>\$54,422,494.00</u>
CONTRACTOR AS PRINCIPAL Company Kokosing Industrial, Inc. (Corp Scal) Signature: The War Some Some and Title: Homas G. Muras Ri	SURETY Liberty Mutual Insurance Company Company (Corp Seal) Signature: Name and Title: Cathy L. Woodruff, Attorney-in-Fact
President	
CONTRACTOR AS PRINCIPAL	SURETY Travelers Casualty and Surety Company of America
Company (Corp Seal)	Company (Corp Seal)
Signature: Chalk Laure	Signature: The Theodreff
Name and Title: CHAD LAMPE VICE PRESIDENT	Name and Title: Cathy L. Woodruff, Attorney-In-Fact

CONTRACTOR (Name and Address)

EJCDC No. 1910-28B (1984 Edition)
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

- The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- With respect to the Owner, this obligation shall be null and void if the Contractor;
- Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
- With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. The Surety shall have no obligation to Claimants under this Bond until:
- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 - Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.
- When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
- The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance

- Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions.
- 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) Marsh USA Inc., 200 Public Sq. Cleveland, OH 44114 - (216) 937-1700 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond	l number 014210115	(Liberty) / 106901961 (Travelers)	issued by the	
Liberty Mutual Insuran	nce Company and Travel	ers Casualty and Surety Company of	America	
on behalf of Kokosing Industrial, Inc.				
in the amount of				
Fifty-four Million Four Hundred Twenty-two	Thousand Four Hundred	Ninety-four And No/100	Dollars (\$54,422,494.00
and dated	in favor of	City of Terre Haute, Indiana - Boo	ard of Sanilary Co	ommissioners
in consideration of the sum of One Dollar (\$1.00 Undersigned hereby agree as follows:)), and other good and	d valuable consideration receipt of	of which is here	eby acknowledged, the
1. Theindiana Department of Transportation				······
is hereby added to said bond as an additional ol	bligee.			
The Surety shall not be liable under this bond payments to the Principal strictly in accordance be performed under said contract at the time and	with the terms of the	said contract as to payments, and		
No suit, action or proceeding by reason of any final payment under said construction contract in the said cont		l be brought on this bond after tw	o (2) years from	n the day on which the
 Aggregate liability of Surety hereunder to Oblishall be subrogated to, and shall be entitled to a the payment, either against principal or against 	n assignment of all ri	ghts of the payee with respect to t	he particular of	
Signed, Sealed and Dated this day o	of			
Kokosing Industrial, Inc.	a	Liberty Mutual Insurance Com	pany	
Thomas G. Muras	<u>L</u>	By Cathy L. Woodruff, Attorney-I		
By Chad R. La	upl	By Cathy L. Woodruff, Attorney	obuff	nerica

State of County of	OH Cuyahoga	} ss:	
On March 4, therein, duly cor		sworn, personally appe	, before me, a Notary Public in and for said County and State, residing eared
		Cati	hy L. Woodruff
the corporation d	escribed in and	that executed the within	urance Company and Travelers Casualty and Surety Company of America and foregoing instrument, and known to me to be the person who executed ad he duly acknowledged to me that such corporation executed the same.
IN WITNESS W	HEREOF, I hav	e hereunto set my hand	and affixed my official seal, the day and year stated in this certificate above.
My Commission	Expires 8	/26/2022	LJOQUUM)
			LaTanya Goodwin Notary Public
			LATANYA GOODWIN NOTARY PUBLIC STATE OF OHIO Recorded in Cuyahoga County
			My Comm. Exp. 8/26/2022

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7436451

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

-	
	all of the city of <u>Cleveland</u> , state of <u>OH</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowle and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and seas binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affi
4	American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company David M. Carey, Assistant Secretary
(COUNTY OF MONTGOMERY On this 1st day of August 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
1	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notarias This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insura
t a	Company, Liberty Multual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and sulto such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, a sacknowledge and defiver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their resperations of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. Whe executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact upon the seal of the corporation of the corporation.
3 5 1	the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII – Execution of Contracts – SECTION 5. Surely Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, exercise and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact subject to the limitations set forth in respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. Whe executed such instruments shall be as binding as if signed by the president and attested by the secretary.
f	Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such altorney fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other subligations.
(Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary o Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company the same force and effect as though manually affixed.
1	I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by Companies, is in full force and effect and has not been revoked.
	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of, 20
,	By: Gregory W. Davenport, Assistant Secretary

450 of 500



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

	ESE PRESENTS: That Travelers Casualt			
Paul Fire and Marine Ins	urance Company are corporations duly	organized under the law:	s of the State of Connecticut (h	erein collectively called the
"Companies"), and that the	e Companies do hereby make, constitute	and appoint	Cathy L. Woodruff	,
of Cleveland	Ohio their	r true and lawful Attorney-	in-Fact to sign, execute, seal and	acknowledge any and all
	nditional undertakings and other writings of			
guaranteeing the fidelity of	f persons, guaranteeing the performance	of contracts and executin	g or guaranteeing bonds and und	tertakings required or permitted
in any actions or proceeding	ngs allowed by law.		•	
IN WITNESS WHEREOF,	the Companies have caused this instrume	nt to be signed, and their c	orporate seals to be hereto affixed	l, this 3rd day of February,
2017nemen.	:			

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and itis

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and a true.

Dated this

__day of_







Kevin E. Hughes, Assistant Secretary

CERTIFIED CORPORATE RESOLUTION Kokosing Industrial, Inc.

The Board of Directors of Kokosing Industrial, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Ohio, acting through its President approved the following resolution in writing pursuant to Ohio Revised Code Section 1701.59 on December 18, 2018, and that said resolution has not been modified, amended or rescinded and remains in full force and effect:

RESOLVED: That the following named individuals are authorized to hereby sign bid documents and contracts on behalf of the Corporation in accordance with the attached *Signature Authorization* dated December 18th, 2018:

Wm. Brian Burgett - Chief Executive Officer Thomas G. Muraski - President Daniel B. Walker - Executive Vice President Wm. Brett Burgett - Senior Vice President Todd Lemen - Assistant Vice President Kenneth A. Gonya - Vice President of Operations Spencer C. Beeching – Vice President of Operations Chad R. Lampe - Vice President Estimating & Assistant Secretary Aaron Harke - Vice President, Durocher Marine Division Wm. Barth Burgett - Executive Vice President and Assistant Secretary Timothy J. Freed – Treasurer and Assistant Secretary Gabe J. Roehrenbeck - General Counsel Scott B. Erick - Vice President Human Resources Nick E. Vranak - Vice President Safety Wm. Bryce Burgett - Secretary Brittney R. Burgett - Assistant Secretary Mark Henrikson - Assistant Secretary Lori M. Gillett - Assistant Secretary

The undersigned hereby certifies that he is the duly elected, qualified and Acting Secretary of the Corporation, and that he is authorized to give this Certified Corporate Resolution.

Certified this 18th of December, 2018.

Wm. Bryce Burgett, Secretary

ACTION BY WRITTEN CONSENT OF THE SOLE DIRECTOR OF KOKOSING INDUSTRIAL, INC. CORPORATE SIGNATURE AUTHORIZATION

PURSUANT to the authority of Section 1701.54 of the Ohio Revised Code, the undersigned, being the sole duly elected director of **Kokosing Industrial, Inc.**, an Ohio corporation (the "Corporation"), and the only person who would be entitled to notice of a meeting as the sole member of the Board of Directors of the Corporation (the "Board"), does hereby waive notice in writing of such a meeting and hereby adopt by this Action by Written Consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board as of the 18th day of December, 2018:

RESOLVED: That this resolution hereby replaces and supersedes any other resolutions relating to signature authority on behalf of the Corporation.

FURTHER RESOLVED: That the following individuals are hereby provided the following signature authority:

The Chief Executive Officer

All documents, contracts, and agreements on behalf of the Corporation.

President, Executive Vice President, Senior Vice Presidents, Vice Presidents, and Mark Henrikson

All contracts and contract change orders related to construction projects, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects.

Assistant Vice Presidents and Todd A. Lemen

All contracts and contract change orders, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects up to \$30 million.

Vice President of Human Resources

All contracts in relation to purchasing of insurance on behalf of the Corporation, employment proposals, contracts for training services, and settlements related to workers' compensation and insured liability claims.

Treasurer

All contracts related to bank financing, establishing bank accounts, equipment leases, credit applications, bonding agreements, execution of corporate tax returns, and amendments to the 401k plan.

General Counsel

All documents and contracts related to legal matters.

Vice President Safety

All contracts in relation to contracting of safety related services on behalf of the Corporation and regulatory filings related to safety.

Area Managers, Project Executives, Project Managers

Proposals, change orders, subcontracts, and purchase orders under \$500,000:

Project Engineers and Estimators

Proposals under \$50,000, and subcontracts, purchase orders and change orders under \$100,000.

30 W. Spring St. Columbus OH 43215-2256 Governor John R. Kasich Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov 1-800-644-6292

FINDING OF FACTS

In matter of the renewal application of

20003732

(hereinafter referred to as employer)

of

KOKOSING INC

17531 WATERFORD RD

FREDERICKTOWN, OH 43019-0226



BWCLT0321A00537030300

The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Workers' Compensation Law and Section 35. Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Bureau of Workers' Compensation, the administrator hereby grants the privilige of self-insurance to above the employer from:

June 01, 2018

to

June 01, 2019

or until further action of the Bureau of Workers' Compensation

Sincerely,

Sarah D. Morrison Administrator/CEO 30 W. Spring St. Columbus OH 43215-2256 Governor John R. Kasich Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov 1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20003732	Period Specified Below
KOKOSING INC	June 01, 2018
PO BOX 226	to
FREDERICKTOWN, OH 43019-0226	June 01, 2019



Sub(s):

KOKOSING CONSTRUCTION CO INC 20003732-011 KOKOSING INDUSTRIAL INC 20003732-010 C & S LIMESTONE, LTD 20003732-009 OWL CREEK CONTRACTING, INC 20003732-006 CORNA/KOKOSING CONSTRUCTION CO INC 20003732-005 MCGRAW/KOKOSING INC. 20003732-004 KOKOSING MATERIALS, INC. 20003732-003 THE OLEN CORPORATION 20003732-001

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison Administrator/CEO

BWC-7201 SI-1

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Kokosing Industrial, Inc. 6235 Westerville Road, Sulte 200 Westerville OH 43081

NAME AND ADDRESS OF INSURED



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE CONTINUOUS EXTENDED POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY		
WORKERS			COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES:	EMPLOYERS LIABILITY	
WORKERS COMPENSATION			EAW OF THE FOLLOWING STATES.	Bodily Injury by Accident Each Acciden	
				Bodily Injury By Disease	
			1	Policy Lim	
			•	Bodity Injury By Disease	
				Each Perso	
COMMERCIAL GENERAL LIABILITY	10/1/2019	TB2-681-004132-188	General Aggregate	\$4,000,000	
OCCURRENCE			Products / Completed Operations Aggregate \$4,000,000		
CLAIMS MADE			Each Occurrence \$2,000,000		
	RETRO DATE		Personal & Advertising Injury \$2	,000,000 Per Person / Organization	
			Other Damage to premises rented to you \$500.000	Other Med Expense \$10,000	
AUTOMOBILE LIABILITY	10/1/2019	AI2-681-004132-198	T I	Each Accident—Single Limit 000 B.I. And P.D. Combined	
				Each Person	
OWNED OWNED				Euch Accident or Occurrence	
HIRED				Each Accident or Occurrence	
OTHER OH Excess Workers Compensation	10/1/2018 - 10/1/2019	EW5-68N-004132-218	Workers Compensation Insurance	e - Statutory	
Employer's Liability (Stop Gap)		TB2-681-004132-188	\$2,000,000 each accident \$2,000,000 aggregate limit \$2,000,000 each employee		
Show as Add'l Insureds: City	of Terre Haute, Board appear, where require uded in favor of the ce	of Sanitary Commissioners, Ori	C Phase 2, Location: Terre Haute IN A Consulting Inc., Commonwealth Eni s primary and non-contributory. o the specific jobs of the insured perfo	gneers Inc are additional	

[•] If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

City of Terre Haute Board of Sanitary Commissioner 17 Harding Avenue Terre Haute IN 47807

Valerie V. Ruce

OH 45014

Valerie Reece AUTHORIZED REPRESENTATIVE

Fairfield / 049C

9450 Seward Road

800-332-3226

3/1/2019

Fairfield OFFICE

PHONE

DATE ISSUED

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE '

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations when required by a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
·	·
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project. POLICY NUMBER: TB2-681-004132-188

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.							
IMPORTANT: If the certificate holder is a if SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the terr	ns and conditions of the pol	icy, certain policies endorsement(s).	may require	SUKED provisions or be 6 an endorsement. A stater	ment on	
PRODUCER	CONTACT Jennifer D		- LEAV	100 0000			
Mountain State Insurance Agency	PHONE (304) 72 (A/C, No. Ext):		[(700) 140).	(304) 720-2002			
1206 Kanawha Blvd. E.			E-MAIL ADDRESS: jdrake@m	ountainstateins	surance.com		
Suite 100					DING COVERAGE	NAIC #	
Charleston		WV 25301-2949	INSURERA:	et Mutual Ins C		12372	
INSURED	-		INSURER B: Argonaul	Insurance Cor	npany		
Kokosing Industrial Inc			INSURER C:				
6235 Westerville Rd			INSURER D:				
		011.40004	INSURER E:				
Westerville		OH 43081 ENUMBER: 1819 Industria	INSURER F :		REVISION NUMBER:		
COVERAGES CERT THIS IS TO CERTIFY THAT THE POLICIES OF I	IFICAT					OD	
INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REMENT, IN, THE LICIES. L	, TERM OR CONDITION OF ANY (INSURANCE AFFORDED BY THE LIMITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHER POLICIES DESCRIBEI REDUCED BY PAID CL) HEREIN IS SI AIMS.	ATTL REOLECT TO MUNCH IN	IIS	
NSR TYPE OF INSURANCE	ADDE SU INSD W	BR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED	5	
CLAIMS-MADE OCCUR					PREMISES (Ea occurrence)	s	
						\$	
					1210011111	\$	
GEN'LAGGREGATE LIMIT APPLIES PER:						\$	
POLICY PRO- LOC					7.1.50	\$ \$	
OTHER:					COMBINED SINGLE LIMIT	s	
AUTOMOBILE LIABILITY					(Ea accident) BODILY (NJURY (Per person)	\$	
ANY AUTO OWNED SCHEDULED						\$	
AUTOS ONLY AUTOS NON-OWNED						\$	
AUTOS ONLY AUTOS ONLY						\$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
						\$	
1 JOBAINS-NIZOE						s	
WORKERS COMPENSATION					IN STATUTE IN LER 1	WV Code 23-4-2	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		WCB1020279	10/01/2018	10/01/2019	E.L. EACH ACCIDENT	\$ 1,000,000	
A ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A	WCB1020279	10,0 1,20 1,0	1010112710	E.L. DISEASE - EA EMPLOYEE	s 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.C. DIGENGE - I OCIO I CIMII	s 1,000,000	
Workers Compensation and					EL Each Accident	1,000,000	
B Employer's Liability		WC928438353044	10/01/2018	10/01/2019	EL Disease-EA Employee	1,000,000 1.000,000	
				<u></u>	EL Disease-Policy Limit	1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Kil #25264, Terre Haute New Main Lift Station & HRC Phase 2, Terre Haute, IN							
CERTIFICATE HOLDER CANCELLATION							
City of Terre Haute Board of Sa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
17 Harding Ave			AUTHORIZED REPRESE				
Terre Haute		IN 47807		,	Supplich		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Marsh USA Inc. FAX (A/C, No): PHONE (A/C. No. Ext): E-MAIL ADDRESS: 200 Public Square, Suite 3760 Cleveland, OH 44114 Attn: cleveland.certrequest@marsh.com INSURER(S) AFFORDING COVERAGE 24074 INSURER A: Ohio Casualty Insurance Company 016072-00029-UMBxs-18-19 RIDGE INDUST \$11M 20899 INSURER B : ACE Property and Casualty Insurance Company INSURED Kokosing Industrial, Inc. INSURER C: 6235 Westerville Road, Suite 200 Westerville, OH 43081 INSURER D: INSURER E : INSURER F **REVISION NUMBER: 2** CLE-006407739-01 CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG PRO-POLICY \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ **AUTOMOBILE LIABILITY BODILY INJURY (Per person)** \$ ANY AUTO BODILY INJURY (Per accident) \$ SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY HIRED PROPERTY DAMAGE (Per accident) AUTOS ONLY AUTOS ONLY \$ 10.000.000 10/01/2019 EACH OCCURRENCE EUO (19) 57583981 10/01/2018 \$ UMBRELLA LIAB Х OCCUR 10,000,000 AGGREGATE \$ **EXCESS LIAB** CLAIMS-MADE DED RETENTION \$0 STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A OFFICER/MEMBER (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT li yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 Llmit 10/01/2019 XCQ G28170336 003 10/01/2018 1st Excess (XS \$10M) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project No: Kil #25264, Project Name: Terre Haute New Main Lift Station & HRC Phase 2, Location: Terre Haute IN. City of Terre Haute, Board of Sanitary Commissioners, CHA Consulting Inc., Commonwealth Enigneers Inc Is/are additional insured where required by written contract, if included on the underlying coverage, but only as respects the operations of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to flability arising out of the operations of the named insured and where required by written contract, if included on the underlying coverage. Walver of subrogation is applicable where required by written contract, if included on the underlying coverage. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE City of Terre Haule THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Board of Sanitary Commissioner ACCORDANCE WITH THE POLICY PROVISIONS. 17 Harding Avenue Terre Haute, IN 47807 AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Daniel J. Osterbaan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Marsh USA Inc. PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No): 200 Public Square, Suite 3760 Cleveland, OH 44114 ADDRESS: Attn: cleveland.certrequest@marsh.com NAIC # INSURER(S) AFFORDING COVERAGE 36940 RIDGE INSURER A : Indian Harbor Insurance Co. INDUST 016072--PLPro-18-19 INSURED Kokosing Industrial, Inc. INSURER B : 6235 Westerville Road, Suite 200 INSURER C: Westerville, OH 43081 INSURER D INSURER E INSURER F CLE-006407744-01 **REVISION NUMBER: 5 CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUDA POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE **POLICY NUMBER** INSD WYD EACH OCCURRENCE **COMMERCIAL GENERAL LIABILITY** DAMAGE TO RENTED PREMISES (Ea occurrence) ŝ CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ **GENERAL AGGREGATE** \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY JECT \$ OTHER: OMBINED SINGLE LIMIT \$ (Ea accident) **AUTOMOBILE LIABILITY BODILY INJURY (Per person)** \$ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ \$ **UMBRELLA LIAB EACH OCCURRENCE** OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE RETENTION\$ \$ DED WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 1,000,000 Occurrence Limit (\$50k Ded) Contractors Pollution Liab. 10/01/2018 10/01/2019 CEO742085603 Aggregate Limit (\$100k SIR) 1,000,000 10/01/2019 CEO742085603 10/01/2018 Professional Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE; Project No; KII #25264, Project Name; Terre Haute New Main Lift Station & HRC Phase 2, Location; Terre Haute IN. Owners, Lessees or Contractors are included as additional insureds When Required by Written Contract, with respect to Pollution. CERTIFICATE HOLDER CANCELLATION City of Terre Haute SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Board of Sanitary Commissioner** 17 Harding Avenue Terre Haute, IN 47807 **AUTHORIZED REPRESENTATIVE**

of Marsh USA Inc.

Daniel J. Osterbaan

AGENCY CUSTOMER ID: 016072

LOC #: Cleveland

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ACORD	
Commercial	

<i>ACORD</i> ADDI	TIONAL REMA	RKS SCHEDULE	Page Z OI Z
AGENCY		NAMED INSURED	
Marsh USA Inc. POLICY NUMBER		Kokosing Industrial, Inc. 6235 Westerville Road, Suite 200 Westerville, OH 43081	
		Westerville, OH 43081	
			
ARRIER	NAIC CODE		
		EFFECTIVE DATE:	
DDITIONAL REMARKS			
HIS ADDITIONAL REMARKS FORM IS A SCHED	IILE TO ACORD FORM.		
	ificate of Liability Insura	ince	
ORM NUMBER: 25 FORM TITLE: Cert			
Professional Liability Aggreagate combined with Excess Pollution			
		•	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Marsh USA Inc. FAX (A/C, No): PHONE (A/C, No. Ext): E-MAIL 200 Public Square, Suite 3760 Cleveland, OH 44114 ADDRESS: Attn: cleveland.certrequest@marsh.com INSURER(S) AFFORDING COVERAGE 22837 INSURER A : AGCS Marine Insurance Company 016072-BR-BUILD-18-19 INSURER B: INSURED Kokosing Industrial, Inc. INSURER C: 6235 Westerville Road, Suite 200 Westerville, OH 43081 INSURER D : INSURER E : INSURER F **REVISION NUMBER: 4** CLE-006407749-01 CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (En occurrence) S CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ PRO POLICY \$ OTHER COMBINED SINGLE LIMIT \$ **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) \$ ANV AUTO BODILY INJURY (Per accident) \$ OWNED AUTOS ONLY HIRED SCHEDULED PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY AUTOS ONLY **EACH OCCURRENCE** UMBRELLA LIAB OCCUR **AGGREGATE EXCESS LIAB CLAIMS-MADE** \$ DED RETENTION \$ STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A E.L. DISEASE - EA EMPLOYE (Mandatory In NH) E.L. DISEASE - POLICY LIMIT yes, describe under ESCRIPTION OF OPERATIONS below LIMIT AS 10/01/2018 10/01/2019 MXI93024452 **BUILDERS RISK** INDICATED BELOW DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project No: Kil #25264, Project Name: Terre Haute New Main Lift Station & HRC Phase 2, Location: Terre Haute IN. Earthquake / Flood subject to restrictions / lower limits and excluded zones. Coverage begins 4/1/2019. Coverage ends on the earliest of the following: (a) Until Kokosing's interest in or responsibility for the covered property ceases (b) The covered property is accepted by the purchaser or owner (c) Date the policy is cancelled or (d) The expiration of the project as indicated on the quarterly report, which is 4/20/2021. Covered Project: KII #25264 Limit: \$54,422,494 Deductible: \$10,000 Plus Others Per Policy. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE City of Terre Haute THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **Board of Sanitary Commissioner** ACCORDANCE WITH THE POLICY PROVISIONS. 17 Harding Avenue Terre Haute, IN 47807 AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

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Daniel J. Osterbaan

SOURCEWELL INTERLOCAL AGREEMENT

This Agreement, made effective on the da	te hereof, is between the Sourcewell (formerly
National Joint Powers Alliance) and	(hereinafter referred to as
"Governmental Unit").	

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

- 5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
- 6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
- 7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.
- 8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
- 9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
- 10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit	Sourcewell
By AUTHORIZED SIGNATURE	ByAUTHORIZED SIGNATURE
Its TITLE	Its TITLE
DATE	DATE

SURPLUS WASTEWATER PLANT EQUIPMENT 2018

Untitled Equipment	Model #	Identification #
1. HOULE MIXER		1002-053730-42
2. INTERNATIONAL TRACTOR	986	(RED & WHITE)
3. JOHN DEERE TRACTOR	8630	8630h003252R
4. USED FIBERGLASS FLIGHT BOARDS		5'71/2" (COUNT OF 46)
5. USED FIBERGLASS FLIGHT BOARDS	5	15'7" (COUNT OF 28)
6. DEZURIK VALVES SIZE 16 (COUNT OF 12)		PART 3 9035514R003

Titled Equipment	Model#	Identification#
7. INTERNATIONAL SEMI (WRECKED)		2HSFBG3RXKC026700
8. AG GATOR 1988	4771	89139064042
9. AG GATOR 1989	4771	89139075019
10. 1998 FORD COMBO-VAC	2100	1FDYN80E8WVA04478
11. 1992 INTERNATIONAL -VAC	2100	1HTSDNURXNH4H402042
12. 1978 FORD DUMP TRUCK	F-800	R80DVGC8664
13. 1986 FORD TRUCK	F-350	1FDKF37Y7GNB12355

^{*}ADD TO SURPLUS

HWC ENGINEERING 135 N. Pennsylvania Street, Suite 2800 Indianapolis, IN 46204 (317) 347-3663 (317) 981-1298 (fax)

AGREEMENT TO PROVIDE SERVICES

This AGREEMENT TO PRO	OVIDE SERVICES ("Agreement") is recognized as being established the
	, 2019 (the "Effective Date"), by and between HWC Engineering, Inc., of
Indianapolis, Indiana (he	reinafter referred to as "HWC") and the Board of Sanitary Commissioners for
the City of Terre Haute, I	ndiana (hereinafter referred to as " CLIENT "), concerning the following:

The Project Name, Location, and Address are:

New Main Lift Station and High Rate Treatment Facility Phase II Construction Inspection Terre Haute, Indiana

The CLIENT's Name and Address is:

Terre Haute Sanitary District City of Terre Haute 17 Harding Avenue Terre Haute, IN 47807

The Project's Designated CLIENT Representative and his/her contact information (including title, address, phone number, fax number, and e-mail address) are:

Brad Utz Director of Inspection City of Terre Haute **Engineering Department** 17 Harding Avenue Terre Haute, IN 47807 Phone: 812-244-4944 Brad.Utz@terrehaute.in.gov

The Project's designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Eric M. Smith, PE Partner / Director - Water Resources Group **HWC Engineering** 601 S. 3rd Street Terre Haute, IN 47807 Phone: 812-234-2551 Ext. 410

Fax: 812-234-9067

esmith@hwcengineering.com

The applicable HWC Project number: 2019-032-S

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

CSO LTCP Phase II - New Main Lift Station & High Rate Treatment Facility Phase II - Construction Inspection

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without with approval of the **CLIENT**, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC Shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by **HWC** as instruments of service shall remain the property of **HWC**. The **CLIENT** shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by **CLIENT**.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

HWC agrees that the CLIENT is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the CLIENT if the CLIENT does not utilize same. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC. CLIENT shall indemnify and hold harmless HWC from all claims, damages, lesses and expenses, including atterney's fees arising out-of-or resulting there from.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that **HWC** is entitled to enforce the prohibition against misuse of the Documents by **CLIENT** by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle **HWC** to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by **HWC** or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. Failure by the CLIENT to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of **HWC**, nor the presence of **HWC** or its employees and subconsultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "CONTRACTOR") with the CLIENT to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **HWC** and its personnel have no authority to exercise any control over the **CONTRACTOR** or its employees in connection with their work or any health and safety programs or procedures. The **CLIENT** agrees that the **CONTRACTOR** shall be solely responsible for job site safety and warrants that this intent shall be carried out in the **CLIENT's** contract with the **CONTRACTOR**. The **CLIENT** also agrees that the **CLIENT, HWC** and **HWC's** sub-consultants shall be indemnified by the **CONTRACTOR** and shall be made additional insureds under the **CONTRACTOR's** policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC**'s signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **CLIENT** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by **CLIENT**. **HWC** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional within the industry. However, since HWC has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by CLIENT), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the CONTRACTOR's methods of determining prices or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by HWC.

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The CLIENT shall be named as an Additional Insured. HWC's insurance shall be written on a "primary" basis and the CLIENT's insurance program shall be in excess of all of HWC's available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of CLIENT.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- HWC shall name CLIENT as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by HWC. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

 Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC**'s services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this

Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

The **CLIENT** may terminate for default if **HWC** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **CLIENT**.

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13.Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marien Vigo County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in **Marien Vigo** County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless HWC, HWC's Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC**'s officers and employees, their heirs and assigns, and **HWC**'s Subconsultant's their heirs and assigns.

19. Engaging in activities with Iran

By signing this Agreement, **HWC** certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5-13.

20. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement

21. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the CLIENT and HWC have sign each has been delivered to the CLIENT and HWC.	ned this Agreement in duplicate. One counterpart
This Agreement will be effective on	, 2019.
"CLIENT"	"HWC"
City of Terre Haute Sanitary District	HWC Engineering
Due	Due
By:	By:
Printed:	Printed: Terry M. Baker
Title:	Title: President
Date:	Date:

APPENDIX "A"

SERVICES BY HWC

Project Background and General Description of Services:

The Terre Haute Sanitary District is currently completing the requirements of its CSO Long Term Control Plan (LTCP) which has been approved by the Indiana Department of Environmental Management (IDEM). The LTCP is being implemented to reduce the frequency and volume of combined sewer overflows (CSO's) from the City's combined system to the Wabash River. The project for which the services included in this agreement are to be provided includes Phase II of the LTCP consisting of a new 48 MGD Main Lift Station and Phase II (16.5 MGD) of the systems high rate CSO treatment facility along with all associated work included in construction documents prepared by others.

HWC was selected and awarded a contract for resident project representative (inspection) services for this project by the Sanitary District. HWC's team of staff members will be responsible for overseeing the construction of the project and coordinating with the Design Consultant, Contractor, wastewater utility staff and City Engineering departments during the duration of this project. HWC's services will be provided by a designated Project Manager, Lead Resident Project Representative and other staff as necessary to complete the project and the required services. A detailed description of the services to be provided by HWC under this agreement for professional services is provided below.

Resident Project Representative Services

HWC shall provide construction phase services for the referenced project including a Project Manager, Troy Swan, and on-site inspection provided by HWC's Resident Project Representatives (RPR), consisting of a lead RPR currently designated as Lon Gardner, and other staff members as necessary based on the work schedule and construction site activities over the duration of the project. The RPR's primary role shall be to assist the Design Consultant Team and CLIENT in observing progress and quality of the work. The RPR team will provide observation/representation, during all construction activities involving work associated with the previously described project.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, HWC shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work. However, HWC shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall HWC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

HWC's project manager shall manage all HWC services on the project, communicate directly with all project stakeholders and ensure all on-site construction activities are managed and monitored directly by the RPR team. The RPR's scope of services shall consist of the following activities:

- 1. Resident Project Representative (RPR) is HWC's agent(s) at the site, and will act as directed by and under the supervision of HWC Project Manager, and will confer with HWC Project Manager regarding RPR's dealings in matters pertaining to the on-site work. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RCO shall generally communicate with CLIENT and Design Consultant team and perform the following services during the construction of the project:
 - A. Construction Management Software: Design Consultant shall utilize and provide access to Procore for logging and storing all project data including submittals, shop drawings, correspondence, RFI's, field orders, change orders and pay requests. All project correspondence initiated by HWC and RPR shall be copied to Procore for records.
 - B. Schedules: Review and progress schedule of Shop Drawing Submittals and schedule of values prepared by CONTRACTOR and consult with Design Consultant concerning acceptability.
 - C. Conferences and Meetings: Attend meetings with CONTRACTOR and Design Consultant team, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof. It is understood that monthly progress meetings will be administered by the Design Consultant, including agenda and minutes preparation. Based on construction schedule, RPR may conduct weekly or biweekly meetings on-site with participation by CLIENT or Design Consultant on an as-needed basis or via teleconference

D. Liaison:

- Serve as Client's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist HWC in serving as CLIENT's liaison with CONTRACTOR when CONTRACTOR's operations affect CLIENT's onsite operations.
- 2. Assist in obtaining from CLIENT and Design Consultant team additional details or information, when required for proper execution of the work.

E. Shop Drawings and Samples:

- 1. Design Consultant shall review shop drawings and submittals
- 2. Record date of receipt of Shop Drawings and samples.
- 3. Receive samples, which are furnished at the site by CONTRACTOR and notify HWC Project Manager and Design Consultant team of availability of samples for examination.
- 4. Advise Design Consultant, CLIENT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Design Consultant.
- 5. HWC will provide the Design Consultant with one set of red line record (as-built) drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the RPR and from the RPR's construction data. Design Consultant shall prepare electronic record drawings.

- F. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1. Conduct on-site observations of the Work in progress to assist CLIENT and Design Consultant Team in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2. Report to HWC Project Manager and CLIENT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Design Consultant team and CLIENT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe record and report to HWC Project Manager, Design Consultant Team and CLIENT appropriate details relative to the test procedures and startups.
 - 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Design Consultant Team and CLIENT.
- G. Interpretation of Contract Documents: Report to HWC Project Manager, Design Consultant Team and CLIENT when clarifications and interpretations of the Contract Documents are needed. All formal RFI's will be directed to the Design Consultant team for official response. Clarifications which do not require an RFI may be addressed by RPR directly with Contractor with documentation logged into Procore.
- H. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Design Consultant Team and CLIENT. Transmit to CONTRACTOR decisions as issued by Design Consultant Team.

Records:

- Maintain at the Site and in Procore orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- 2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- 3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

- 4. Maintain records for use in preparing Project documentation.
- 5. Upon completion of the Work, furnish original set of all RPR Project documentation to CLIENT.

J. Reports:

- 1. Furnish Design Consultant Team and CLIENT DAILY and WEEKLY reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 2. Consult with Design Consultant Team and CLIENT in advance of scheduled major tests, inspections or start of important phases of the Work.
- 3. Draft proposed Change Orders and Work Directive Changes (both CONTRACTOR and CLIENT initiated), obtaining backup material from CONTRACTOR and recommend to Design Consultant Team and CLIENT Change Orders, Work Directive Changes, and Field Orders. Obtain backup material from CONTRACTOR.
- 4. Report immediately to HWC Project Manager and CLIENT upon the occurrence of any accident, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- Furnish to Client and Design Consultant team copies of all inspection, test, and system startup reports.
- K. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Design Consultant Team and CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 1. HWC will review the contractor's applications for progress and final payment and, when approved, submit same to the Design Consultant for review prior to submission to the CLIENT for payment.
 - HWC will prepare draft contract change orders (both CONTRACTOR and CLIENT initiated) for approval of the CLIENT and others on a timely basis. Design Consultant shall review and prepare all final change orders for approval.
 - 3. HWC will make a final review prior to the issuance of the statement of substantial completion by the Design Consultant Team of all construction and submit a written report to the Design Consultant Team and CLIENT. Prior to submitting the final pay estimate, HWC shall submit a statement of completion to and obtain the written acceptance of the facility from the CLIENT.
- L. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Design Consultant Team for review and forwarding to CLIENT prior to final payment for the Work.

M. Completion:

- 1. Before HWC recommends that Design Consultant Team issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Design Consultant Team, CLIENT and CONTRACTOR and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to Design Consultant Team and CLIENT concerning acceptance.

N. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- Advise on, issue directions relative to or assume control over any aspect
 of the means, methods, techniques, sequences or procedures of
 Contractor's work unless such advice or directions are specifically
 required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Client or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Client to occupy the Project in whole or in part.

Notations, Exceptions and Assumptions

This proposal is based on a number of critical assumptions, including:

- 1. Construction Staking is not included
- 2. Construction Testing shall be provided by the Contractor.
- 3. No legal surveying services are included

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

- 1. Provide full information as to HWC's requirements for the Project.
- 2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by HWC, obtain advice of an attorney, insurance counselor, and other Engineers as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of HWC.
- 4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
- 5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. HWC will assist the CLIENT in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the HWC/the Engineer".
- 6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
- 7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
- 8. Furnish to HWC, as requested by HWC or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Contract Executed and Notice to Proceed	March 19, 2019
Resident Project Representative Services	Within 800 calendar days from Notice to Proceed

APPENDIX "D"

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

TOTAL	\$1,500,000.00	Hourly, Not to Exceed
Resident Project Representative Services	\$1,500,000.00	Hourly, Not to Exceed
Activity	Fee	Compensation Type

If additional engineering or other services, not listed within "Appendix "A" Services by **HWC"** related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering 2019 Hourly Billing Rates

POSITION	HOURLY RATE
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer I	\$135.00
Project Engineer II	\$110.00
Landscape Architect I	\$135.00
Landscape Architect II	\$110.00
Planner I	\$135.00
Planner II	\$110.00
Designer/Technician	\$100.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$105.00
Construction Inspector II	\$95.00
Project Surveyor	\$120.00
Survey Crew Leader	\$100.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$65.00
Intern	\$56.00

REIMBURSABLE EXPENSES

- Direct Travel Expense including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- · Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

SOURCEWELL INTERLOCAL AGREEMENT

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and <u>City of Terre Haute Board of Sanitary Commissioners</u> (hereinafter referred to as "Governmental Unit").

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

- 5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
- 6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
- 7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.
- 8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
- 9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
- 10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit By Junich James AUTHORIZED STONATURE	Sourcewell By Chad Coauth
AUTHORIZED SIGNATURE Its Vice President IIILE	AUTHORIZED SIGNATURE Its Executive Director/CEO
PITLE	TITLE
<i>3 / 1 9 / 1 9</i> DATE	3/20/2019 2:16 PM CDT DATE

Noices -
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ctv0023ww 03/15/2019	\$111.68	Accounts Pavable	\$123.67 0620-0000-00-202010	02/22/2019	9306511904		173305 11703
chv0023ww 03/15/2019	\$111.68	Operating Supplies	\$123.67 0620-0061-02-422005	02/22/2019	9306511904	LAWSON PRODUCTS INC.	173305 11703
cty0023\mw 03/15/2019	411.99	Accounts Pavable	\$67.55 0620-0000-00-202010	02/22/2019	9306511903	LAWSON PRODUCTS INC.	173304 11703
ctv0023ww 03/15/2019	\$11.99	Freiaht	\$67.55 0620-0061-03-433040	02/22/2019	9306511903	LAWSON PRODUCTS INC.	173304 11703
ctv0023ww 03/15/2019	\$55.56	Accounts Payable	\$67.55 0620-0000-00-202010	02/22/2019	9306511903	LAWSON PRODUCTS INC.	173304 11703
ctv0023ww 03/15/2019	\$55.56	Purchase of Equipment		02/22/2019	9306511903	LAWSON PRODUCTS INC.	173304 11703
ctv0023ww 03/15/2019	\$45.55	Accounts Payable	\$665.30 0620-0000-00-202010	02/22/2019	9306511902	LAWSON PRODUCTS INC.	173303 11703
ctv0023ww 03/15/2019	\$45.55	Freight	\$665.30 0620-0061-03-433040	02/22/2019	9306511902	LAWSON PRODUCTS INC:	173303 11703
ctv0023ww 03/15/2019	\$246.27	Accounts Payable	\$665,30 0620-0000-00-202010	02/22/2019	9306511902	LAWSON PRODUCTS INC.	173303 11703
cty0023ww 03/15/2019	\$246.27	Operating Supplies		02/22/2019	9306511902	LAWSON PRODUCTS INC.	173303 11703
ctv0023ww 03/15/2019	\$373.48	Accounts Pavable	\$665.30 0620-0000-00-202010	02/22/2019	9306511902	LAWSON PRODUCTS INC.	173303 11703
ctv0023ww 03/15/2019	\$373.48	Repair Supplies		02/22/2019	9306511902	LAWSON PRODUCTS INC.	173303 11703
ctv0023ww 03/15/2019	\$152.57	Accounts Payable	\$682.24 0620-0000-00-202010	03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$152.57	Purchase of Equipment		03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$119.53	Accounts Payable	\$682.24 0620-0000-00-202010	03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$119.53	Repair Supplies	\$682.24 0620-0061-02-423015	03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
ctv0023ww 03/15/2019	\$247.84	Accounts Payable	\$682.24;0620-0000-00-202010	03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$247.84	Operating Supplies		03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$162.30	Accounts Payable		03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$162.30	Protective Clothing	\$682.24 0620-0061-01-414020	03/05/2019	6969631	KIMBALL MIDWEST INC.	173300 11637
cty0023ww 03/15/2019	\$522.76	Accounts Payable	\$522.76 0620-0000-00-202010	03/05/2019	6969536	KIMBALL MIDWEST INC.	173299 11637
cty0023ww 03/15/2019	\$522.76	Operating Supplies	\$522,76 0620-0061-02-422005	03/05/2019	6969536	KIMBALL MIDWEST INC.	173299 11637
cty0023ww 03/15/2019	\$268.58	Accounts Payable	\$268.58 0620-0000-00-202010	03/05/2019	6968971		173297 11637
cty0023ww 03/15/2019	\$268,58	Repair Supplies	\$268.58 0620-0061-02-423015	03/05/2019	6968971	KIMBALL MIDWEST INC.	173297 11637
cty0023ww 03/15/2019	\$17.95	Accounts Payable		03/05/2019	6968752	KIMBALL MIDWEST INC.	173288 11637
ctv0023ww 03/15/2019	\$17.95	Repair Supplies		03/05/2019	-6968752	KIMBALL MIDWEST INC.	173288 11637
cty0023ww 03/15/2019	\$379.84	Accounts Payable		03/05/2019	6968752	KIMBALL MIDWEST INC.	173288 11637
cty0023ww 03/15/2019	\$379.84	Operating Supplies	\$397.79 0620-0061-02-422005	03/05/2019	6968752	KIMBALL MIDWEST INC.	173288 11637
cty0023ww 03/15/2019	\$610.78	Accounts Payable		02/04/2019	6902657	KIMBALL MIDWEST INC.	173285 11637
5	\$510.78	Operating Supplies	8		6902657	KIMBALL MIDV	173285 11637
Added by Post date	Amount	Account description	Invoice amount Account number	Invoice date Inv	Invoice number	D Vendor name	System i Vendor ID
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cryonzaww na/ ta/ zn ta	\$01.00	Accounts Fayable	\$21.00 0000 0000 00 Z0Z010		* • • • • • • • • • • • • • • • • • • •		
	\$31.00	Lab lesuig	\$31,00,0030,0000,000,000,000,000,000,000,	03/04/2019	1950105693	DACE ANALYTICAL SERVICES INC.	173325 4537
	\$57.00 \$57.00	Accounts Payable		02/26/2019	1950105563	PACE ANALYTICAL SERVICES INC.	173325, 4537
	\$52.00	Lab lesung	\$52,00 0620-0061-03-4320/1	02/28/2019	1950105526	PACE ANALYTICAL SERVICES INC.	173324 4537
	\$62.00	Accounts Payable		02/20/2019	195010550	VIVICAL OFFICER	17324 4557
	\$62.00	Lab Testing	\$62.00 0620-0061-03-432071	02/28/2019	1950105458	PACE ANALYTICAL SERVICES INC.	173323:453/
i	\$354.00	Accounts Payable	\$354.00 0620-0000-00-202010	03/04/2019	1010101110		173333 1537
:	\$354.00	Services Contractual		03/04/2019	109655	OVERHEAD DOOR CO. INC.	1/3322 12140
cty0023ww 03/15/2019	\$965.67	Accounts Payable			6022174-0001	ONE SOURCE EQUIPMENT RENTALS INC.	173321 2523
cty0023ww 03/15/2019	\$965.67	Rental Of Equipment	\$965.67 0620-0061-03-438010		6022174-0001	ONE SOURCE EQUIPMENT RENTALS INC.	1/3321 2523
cty0023ww 03/15/2019	\$194.44	Accounts Payable		03/12/2019	42202692	NORTHERN TOOL & EQUIPMENT	173320 1366
cty0023ww 03/15/2019	\$194.44	Freight	0620-0061-03-433040		42202692	NORTHERN TOOL & EQUIPMENT	173320:1366
	\$542.98	Accounts Payable	\$737.42:0620-0000-00-202010		42202692	NORTHERN TOOL & EQUIPMENT	173320 1366
	\$542.98	Repair Supplies	\$737.42 0620-0061-02-423015	03/12/2019	42202692	NORTHERN TOOL & EQUIPMENT	173320 1366
	\$228.00	Accounts Payable	\$1,332.00 0620-0000-00-202010	03/07/2019 \$	102305	N.E.W. INTERSTATE CONCRETE INC.	173319 12047
	\$228.00	Operating Supplies	\$1,332.00 0620-0061-02-422005	03/07/2019 \$	102305	N.E.W. INTERSTATE CONCRETE INC.	173319 12047
	\$1,104.00	Accounts Payable	\$1,332.00 0620-0000-00-202010	03/07/2019 \$	102305	N.E.W. INTERSTATE CONCRETE INC.	173319 12047
	\$1,104.00	Repair Supplies	\$1,332.00 0620-0061-02-423015	03/07/2019 \$	102305	N.E.W. INTERSTATE CONCRETE INC.	173319 12047
	\$50.00	Accounts Payable	\$805.00 0620-0000-00-202010	03/07/2019	102304	N.E.W. INTERSTATE CONCRETE INC.	173318.12047
	\$50.00	Operating Supplies	\$805.00 0620-0061-02-422005	03/07/2019	102304	N.E.W. INTERSTATE CONCRETE INC.	173318 12047
	\$755.00	Accounts Payable	\$805.00 0620-0000-00-202010	03/07/2019	102304	N.E.W. INTERSTATE CONCRETE INC.	173318 12047
	\$755.00	Repair Supplies	\$805.00 0620-0061-02-423015	03/07/2019	102304	N.E.W. INTERSTATE CONCRETE INC.	173318 12047
	\$52.00	Accounts Payable	\$236.00 0620-0000-00-202010	02/28/2019	102298	N.E.W. INTERSTATE CONCRETE INC.	173317 12047
	\$52.00	Operating Supplies	\$236.00 0620-0061-02-422005	02/28/2019	102298	N.E.W. INTERSTATE CONCRETE INC.	173317 12047
cty0023ww 03/15/2019	\$184.00	Accounts Payable	\$236.00.0620-0000-00-202010	02/28/2019	102298	N.E.W. INTERSTATE CONCRETE INC.	173317 12047
	\$184.00	Repair Supplies	\$236.00 0620-0061-02-423015	02/28/2019	102298	N.E.W. INTERSTATE CONCRETE INC.	
	\$50.61	Accounts Payable	\$50.61 0620-0000-00-202010	02/28/2019	FC2Sh00010		173316 12047
	\$50.61	Services Contractual	\$50.61 0620-0061-03-432010	02/28/2019	FC2Sh00010	N.E.W. INTERSTATE CONCRETE INC.	173316 12047
	\$60.00	Accounts Payable	\$520.00 0620-0000-00-202010	02/28/2019	102272	N.E.W. INTERSTATE CONCRETE INC.	173315 12047
	\$60.00	Operating Supplies	\$520.00:0620-0061-02-422005	02/28/2019	102272	N.E.W. INTERSTATE CONCRETE INC.	173315 12047
cty0023ww 03/15/2019	\$460.00	Accounts Payable	\$520.00:0620-0000-00-202010	02/28/2019	102272	N.E.W. INTERSTATE CONCRETE INC.	173315:12047
	\$460.00	Repair Supplies	\$520.00 0620-0061-02-423015	02/28/2019	102272	N.E.W. INTERSTATE CONCRETE INC.	173315 12047
	\$15.00	Accounts Payable	\$241.50 0620-0000-00-202010	02/28/2019	1022268	N.E.W. INTERSTATE CONCRETE INC.	173314 12047
	\$15.00	Operating Supplies	0620-0061-02-422005	02/28/2019	1022268	N.E.W. INTERSTATE CONCRETE INC.	173314 12047
	\$226.50	Accounts Payable	\$241.50 0620-0000-00-202010	02/28/2019	1022268	N.E.W. INTERSTATE CONCRETE INC.	173314 12047
	\$226.50	Repair Supplies	\$241.50 0620-0061-02-423015	02/28/2019	1022268	N.E.W. INTERSTATE CONCRETE INC.	173314 12047
	\$50.00	Accounts Payable	_	02/28/2019	102266	N.E.W. INTERSTATE CONCRETE INC.	173313 12047
	\$50.00	Operating Supplies	0620-0061-02-422005	02/28/2019	102266	N.E.W. INTERSTATE CONCRETE INC.	173313 12047
cty0023ww 03/15/2019	\$755.00	Accounts Payable	0620-0000-00-202010	02/28/2019	102266	N.E.W. INTERSTATE CONCRETE INC.	173313 12047
cty0023ww 03/15/2019	\$755.00	Repair Supplies	\$805.00 0620-0061-02-423015	02/28/2019	102266		
	\$42.75	Accounts Payable		02/28/2019	102260		
	\$42.75	Operating Supplies	\$249.75 0620-0061-02-422005	02/28/2019	102260	N.E.W. INTERSTATE CONCRETE INC.	173312 12047
cty0023ww 03/15/2019	\$207.00	Accounts Payable	\$249.75 0620-0000-00-202010	02/28/2019	102260	N.E.W. INTERSTATE CONCRETE INC.	173312 12047
cty0023ww 03/15/2019	\$207.00	Repair Supplies	\$249.75 0620-0061-02-423015	02/28/2019	102260	N.E.W. INTERSTATE CONCRETE INC.	173312 12047
cty0023ww 03/15/2019:	\$35.00	Accounts Payable	\$563.50 0620-0000-00-202010	02/26/2019	102256	N.E.W. INTERSTATE CONCRETE INC.	173311 12047
cty0023ww 03/15/2019	\$35.00	Operating Supplies	\$563.50 0620-0061-02-422005	02/26/2019	102256	N.E.W. INTERSTATE CONCRETE INC.	173311 12047
cty0023ww 03/15/2019	\$528.50	Accounts Payable	\$563.50:0620-0000-00-202010	02/26/2019	102256	N.E.W. INTERSTATE CONCRETE INC.	173311 12047
≶	\$528.50	Repair Supplies	\$563.50 0620-0061-02-423015	02/26/2019	102256	N.E.W. INTERSTATE CONCRETE INC.	173311 12047
Added by Post date	Amount	Account description	Invoice amount Account number	Invoice date Invoice	Invoice number	D Vendor name	System i Vendor ID
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cty0023ww 03/15/2019	\$57.04	Accounts Payable		03/13/2019	076455	DIST.	173349 12355
cty0023ww 03/15/2019	\$57.04	Repair Supplies		03/13/2019	076455	DIST.	173349 12355
cty0023ww 03/15/2019	\$4.99	Accounts Payable	\$4.99 0620-0000-00-202010	03/12/2019	076386	QUALITY AUTOMOTIVE DIST. CORP.	173348 12355
cty0023ww 03/15/2019	\$4.99	Repair Supplies	\$4.99 0620-0061-02-423015	03/12/2019	076386	QUALITY AUTOMOTIVE DIST. CORP.	173348 12355
cty0023ww 03/15/2019	\$13.21	Accounts Payable	\$13.21 0620-0000-00-202010	03/12/2019	076374	QUALITY AUTOMOTIVE DIST. CORP.	173347 12355
cty0023ww 03/15/2019	\$13.21	Repair Supplies	\$13.21 0620-0061-02-423015	03/12/2019	076374	QUALITY AUTOMOTIVE DIST. CORP.	173347 12355
cty0023ww 03/15/2019	\$29.33	Accounts Payable	\$29.33 0620-0000-00-202010	03/07/2019	075807	QUALITY AUTOMOTIVE DIST. CORP.	173346 12355
cty0023ww 03/15/2019	\$29.33	Repair Supplies	\$29.33 0620-0061-02-423015	03/07/2019	075807	QUALITY AUTOMOTIVE DIST. CORP.	173346 12355
cty0023ww 03/15/2019	\$10.22	Accounts Payable	\$10.22 0620-0000-00-202010	03/05/2019	075492	QUALITY AUTOMOTIVE DIST, CORP.	173345 12355
cty0023ww 03/15/2019	\$10.22	Repair Supplies	\$10.22 0620-0061-02-423015	03/05/2019	075492	DIST.	173345 12355
cty0023ww 03/15/2019	\$25.00	Accounts Payable	\$25.00`0620-0000-00-202010	03/05/2019	075457		173344 12355
cty0023ww 03/15/2019	\$25.00	Repair Supplies	\$25.00 0620-0061-02-423015	03/05/2019	075457	DIST.	173344 12355
cty0023ww 03/15/2019	\$213.70	Accounts Payable		03/05/2019	075453		173343 12355
cty0023ww 03/15/2019	\$213.70	Repair Supplies	\$213.70 0620-0061-02-423015	03/05/2019	075453	QUALITY AUTOMOTIVE DIST. CORP.	173343 12355
cty0023ww 03/15/2019	\$125.91	Accounts Payable		03/04/2019	075391	QUALITY AUTOMOTIVE DIST. CORP.	173342 12355
cty0023ww 03/15/2019:	\$125.91	Repair Supplies		03/04/2019	075391	QUALITY AUTOMOTIVE DIST, CORP.	173342 12355
cty0023ww 03/15/2019	\$4.99	Accounts Payable		03/04/2019	075303	QUALITY AUTOMOTIVE DIST. CORP.	173341 12355
cty0023ww 03/15/2019	\$4.99	Repair Supplies		03/04/2019	075303	DIST.	173341 12355
cty0023ww 03/15/2019:	\$19.76	Accounts Payable		03/01/2019	075196	DIST.	173340 12355
cty0023ww 03/15/2019	\$19,76	Repair Supplies		03/01/2019	075196	QUALITY AUTOMOTIVE DIST. CORP.	173340 12355
cty0023ww 03/15/2019	\$13.20	Accounts Payable		03/01/2019	075171	DIST.	173339 12355
cty0023ww 03/15/2019	\$13.20	Repair Supplies	\$13.20 0620-0061-02-423015	03/01/2019	075171	QUALITY AUTOMOTIVE DIST, CORP.	173339 12355
cty0023ww 03/15/2019	\$6.60	Accounts Payable	\$6.60 0620-0000-00-202010	03/01/2019	075148	QUALITY AUTOMOTIVE DIST. CORP.	173338 12355
cty0023ww 03/15/2019	\$6.60	Repair Supplies	\$6.60 0620-0061-02-423015	03/01/2019	075148	QUALITY AUTOMOTIVE DIST. CORP.	173338 12355
cty0023ww 03/15/2019	\$13.20	Accounts Payable	\$13.20 0620-0000-00-202010	03/01/2019	075124	QUALITY AUTOMOTIVE DIST. CORP.	173337 12355
cty0023ww 03/15/2019	\$13.20	Repair Supplies	\$13.20 0620-0061-02-423015	03/01/2019	075124	QUALITY AUTOMOTIVE DIST. CORP.	173337 12355
cty0023ww 03/15/2019	\$110.39	Accounts Payable	\$110.39 0620-0000-00-202010	03/01/2019	075122	QUALITY AUTOMOTIVE DIST. CORP.	173336 12355
cty0023ww 03/15/2019	\$110.39	Repair Supplies	\$110.39 0620-0061-02-423015	03/01/2019	075122	QUALITY AUTOMOTIVE DIST, CORP.	173336 12355
cty0023ww 03/15/2019	\$160.32	Accounts Payable		02/28/2019	074941	QUALITY AUTOMOTIVE DIST. CORP.	173335 12355
cty0023ww 03/15/2019	\$160.32	Repair Supplies	\$160.32 0620-0061-02-423015	02/28/2019	074941	QUALITY AUTOMOTIVE DIST. CORP.	173335 12355
cty0023ww 03/15/2019	\$263,00	Accounts Payable	\$263.00 0620-0000-00-202010	02/28/2019	074936	QUALITY AUTOMOTIVE DIST. CORP.	173334 12355
cty0023ww 03/15/2019:	\$263.00	Services Contractual	\$263.00 0620-0061-03-432010	02/28/2019	074936	QUALITY AUTOMOTIVE DIST. CORP.	173334 12355
cty0023ww 03/15/2019	\$388.90	Accounts Payable	\$388.90:0620-0000-00-202010	02/25/2019	074478	QUALITY AUTOMOTIVE DIST. CORP.	173333 12355
cty0023ww 03/15/2019	\$388.90	Repair Supplies		02/25/2019	074478	QUALITY AUTOMOTIVE DIST. CORP.	173333 12355
cty0023ww 03/15/2019	\$114.64	Accounts Payable		02/28/2019	88019628	PRAXAIR DISTRIBUTION INC.	173332 12279
cty0023ww 03/15/2019	\$114.64	Boc Gas	\$114.64 0620-0061-02-422110	02/28/2019	88019628	PRAXAIR DISTRIBUTION INC.	173332 12279
cty0023ww 03/15/2019	\$86.95	Accounts Payable	\$86.95 0620-0000-00-202010	02/21/2019	87804786	PRAXAIR DISTRIBUTION INC.	173331 12279
cty0023ww 03/15/2019	\$86.95	Boc Gas		02/21/2019	87804786	PRAXAIR DISTRIBUTION INC.	173331 12279
cty0023ww 03/15/2019	\$140.00	Accounts Payable		03/12/2019	1908203	PACE ANALYTICAL SERVICES INC.	173330.4537
cty0023ww 03/15/2019	\$140.00	Lab Testing		03/12/2019	1908203	PACE ANALYTICAL SERVICES INC.	173330 4537
cty0023ww 03/15/2019	\$141.00	Accounts Payable		03/12/2019	1950106256	PACE ANALYTICAL SERVICES INC.	173329 4537
cty0023ww 03/15/2019	\$141.00	Lab Testing	\$141.00 0620-0061-03-432071	03/12/2019	1950106256	PACE ANALYTICAL SERVICES INC.	173329 4537
cty0023ww 03/15/2019	\$52.00	Accounts Payable	\$52.00 0620-0000-00-202010	03/12/2019	1950106207	PACE ANALYTICAL SERVICES INC.	173328 4537
cty0023ww 03/15/2019	\$52.00	Lab Testing	\$52.00 0620-0061-03-432071	03/12/2019	1950106207	PACE ANALYTICAL SERVICES INC.	173328 4537
cty0023ww 03/15/2019	\$191.00	Accounts Payable		03/07/2019	1950105972	PACE ANALYTICAL SERVICES INC.	173327 4537
cty0023ww 03/15/2019	\$191.00	Lab Testing	\$191.00 0620-0061-03-432071	03/07/2019	1950105972	PACE ANALYTICAL SERVICES INC.	173327 4537
cty0023ww 03/15/2019	\$296.25	Accounts Payable	\$296.25 0620-0000-00-202010	03/06/2019	1907852	PACE ANALYTICAL SERVICES INC.	173326 4537
≨ ⊃	\$296.25	Lab Testing	062	03/06/2019	1907852	PACE ANALYTI	173326 4537
Added by Post date	Amount	Account description	e amount Account number	Invoice date Invoice amount	Invoice number) Vendor name	System i Vendor ID
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76 cty0023ww 03/15/2019	tyable \$53.76	Accounts Payable		02/27/2019	680417	WABASH VALLEY GOODWILL INC.	173389 13171
		Onerating Symplie	\$53 76 0620-0061-02-422005	02/27/2019	680417	WARASH VALLEY GOODWILL INC.	173389 13171
-		Protective Clothing	\$216.52:0620-0061-01-414020	03/06/2019	11736-5	VISION SERVICE CORPORATION	173388 6060
		Accounts Payable		03/13/2019	20787	VIGO DODGE INC	173387 13123
		Repair Supplies		03/13/2019	20787	VIGO DODGE INC	173387 13123
	ਲੇ	Accounts Payable	\$191.25 0620-0000-00-202010	03/12/2019	20782	VIGO DODGE INC	173386.13123
	₩	Repair Supplies		03/12/2019	20782	VIGO DODGE INC	173386 13123
	P.	Accounts Payable		03/08/2019	20761	VIGO DODGE INC	173385 13123
		Repair Supplies		03/08/2019	20761	VIGO DODGE INC	173385 13123
		Accounts Payable		03/01/2019	S5979552,001	VALLEY ELECTRIC SUPPLY CORP.	173383 12987
		Freight		03/01/2019	S5979552.001	VALLEY ELECTRIC SUPPLY CORP.	173383 12987
	ক	Accounts Payable	\$567.88 0620-0000-00-202010	03/01/2019	S5979552.001	VALLEY ELECTRIC SUPPLY CORP.	173383 12987
		Repair Supplies	\$567.88 0620-0061-02-423015	03/01/2019	S5979552.001	VALLEY ELECTRIC SUPPLY CORP.	173383 12987
	ল	Accounts Payable	\$917.79 0620-0000-00-202010	03/04/2019	S6016444.001	VALLEY ELECTRIC SUPPLY CORP.	173381 12987
	10.	Repair Supplies	\$917.79 0620-0061-02-423015	03/04/2019	S6016444.001	VALLEY ELECTRIC SUPPLY CORP.	173381 12987
	नि	Accounts Payable	\$47.50 0620-0000-00-202010	02/28/2019	\$6013727.001	VALLEY ELECTRIC SUPPLY CORP.	173379 12987
		Repair Supplies		02/28/2019	S6013727.001	VALLEY ELECTRIC SUPPLY CORP.	173379 12987
		Accounts Payable		03/04/2019	828556	USABLUEBOOK LTD	173378 3498
		Freight		03/04/2019	828556	USABLUEBOOK LTD	173378 3498
		Accounts Payable	\$379.16.0620-0000-00-202010	03/04/2019	828556	USABLUEBOOK LTD	173378 3498
-	.10	Operating Supplies		03/04/2019	828556	USABLUEBOOK LTD	173378.3498
		Accounts Payable	\$379.16 0620-0000-00-202010	03/04/2019	828556	USABLUEBOOK LTD	173378.3498
	ment	Purchase of Equipment	\$379.16 0620-0061-04-444010	03/04/2019	828556	USABLUEBOOK LTD	173378 3498
		Accounts Payable	\$18.96 0620-0000-00-202010	03/09/2019	00004F939E109	UNITED PARCEL SVC	173376 249
		Postage	\$18.96.0620-0061-03-433020	03/09/2019	00004F939E109	UNITED PARCEL SVC	
		Accounts Payable	\$12.49 0620-0000-00-202010	03/02/2019	00004F939E099	UNITED PARCEL SVC	173359 249
		Postage	\$12.49 0620-0061-03-433020	03/02/2019	00004F939E099	UNITED PARCEL SVC	
	ল	Accounts Payable	\$107.85 0620-0000-00-202010	02/25/2019	612179	TOWN & COUNTRY FORD	173358 12748
		Repair Supplies	\$107.85 0620-0061-02-423015	02/25/2019	612179	TOWN & COUNTRY FORD	173358 12748
	е	Accounts Payable	\$307.50 0620-0000-00-202010	02/05/2019	31978	TERRE HAUTE HARDWOODS, LLC	173357 20043
	-τΔ	Repair Supplies	\$307.50 0620-0061-02-423015	02/05/2019	31978	TERRE HAUTE HARDWOODS, LLC	173357 20043
		Accounts Payable	\$622.87 0620-0000-00-202010	03/08/2019	26470	STRAEFFER PUMP & SUPPLY INC.	173356 13093
	\$24.87	Freight	\$622.87 0620-0061-03-433040	03/08/2019	26470	STRAEFFER PUMP & SUPPLY INC.	173356.13093
	ĺе́	Accounts Payable	\$622.87 0620-0000-00-202010	03/08/2019	26470	STRAEFFER PUMP & SUPPLY INC.	173356 13093
		Repair Supplies		03/08/2019	26470	STRAEFFER PUMP & SUPPLY INC.	173356 13093
_	lе	Accounts Payable		02/27/2019	7958	S & K EQUIPMENT COMPANY INC.	173355 623
	₩	Repair Supplies	\$6,673.00 0620-0061-02-423015	02/27/2019	7958	S & K EQUIPMENT COMPANY INC.	173355 623
		Accounts Payable	\$693.66 0620-0000-00-202010	02/28/2019	168577	S & G EXCAVATING INC.	173354:12622
	upplies \$693.66	Operating Supplies	\$693.66 0620-0061-02-422005	02/28/2019	168577	S & G EXCAVATING INC.	173354 12622
	₩	Accounts Payable	\$1,445.00 0620-0000-00-202010	02/01/2019	212019	SEELYVILLE WATER & SEWAGE	173353 12749
	ual \$1	Services Contractual		02/01/2019	212019	SEELYVILLE WATER & SEWAGE	173353 12749
-		Accounts Payable	\$320.00 0620-0000-00-202010	03/08/2019	IW-3803	ROBERT L. HOOPINGARNER	173352 3388
		Services Contractual		03/08/2019	IW-3803	ROBERT L. HOOPINGARNER	173352 3388
		Accounts Payable		03/13/2019	076525	QUALITY AUTOMOTIVE DIST. CORP.	173351 12355
		Repair Supplies		03/13/2019	076525	QUALITY AUTOMOTIVE DIST. CORP.	173351 12355
8 cty0023ww 03/15/2019	yable \$154.38	Accounts Payable	\$154.38 0620-0000-00-202010	03/13/2019	076502		173350 12355
'⊢	than 1	Account describation		02/13/2010	076503		173350 17355
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WHOLESALE DRAINAGE SUPPLY INC.	WHOLESALE DRAINAGE SUPPLY INC.	WABASH VALLEY MOTOR & MACHINE INC. 20273W	WABASH VALLEY MOTOR & MACHINE INC. 20273W	Vendor name
54194	54194	20273W	20273W	Invoice number Invoice date Invoice amount Account number
03/06/2019	03/06/2019	03/07/2019	03/07/2019	Invoice date
\$323.00 0	\$323.00 0	\$98.10 0	\$98.10 0	Invoice amount
\$323.00 0620-0000-00-202010	\$323.00 0620-0061-02-422005	\$98.10,0620-0000-00-202010	\$98.10 0620-0061-02-423015	Account number
Accounts Payable	Operating Supplies	Accounts Payable	Repair Supplies	Account description Amount Added by Post date
\$323.00	\$323.00	\$98.10	\$98.10	Amount
cty0023ww 03/15/2019	cty0023ww 03/15/2019	cty0023ww 03/15/2019	cty0023ww 03/15/2019	Added by
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\$270.31 cty0023ww 03/07/2019		\$270.31 0620-0000-00-202010	02/23/2019	9824825067	VERIZON WIRELESS	173036 14991
\$270.31 cty0023ww 03/07/2019) Services Contractual	\$270.31 0620-0061-03-432010	02/23/2019	9824825067	VERIZON WIRELESS	173036 14991
\$25.00 cty0023ww 03/07/2019	Accounts Payable	\$25.00 0620-0000-00-202010	03/01/2019	190301	VIGO COUNTY RECORDER	173035 13109
\$25.00 cty0023ww 03/07/2019) Services Contractual	\$25.00.0620-0061-03-432010	.03/01/2019	190301	VIGO COUNTY RECORDER	173035 13109
\$653.65 cty0023ww 03/07/2019) Accounts Payable	\$7,337.84 0620-0000-00-202010	02/28/2019	3267-000009028	SYCAMORE RIDGE LANDFILL	173034 640
\$653.65 cty0023ww 03/07/2019	Sycamore Ridge Landfill	\$7,337.84 0620-0061-03-432072	02/28/2019	3267-000009028	SYCAMORE RIDGE LANDFILL	173034 640
\$6,684.19 cty0023ww 03/07/2019	Accounts Payable	\$7,337.84 0620-0000-00-202010	02/28/2019	3267-000009028	SYCAMORE RIDGE LANDFILL	173034 640
\$6,684.19 cty0023ww 03/07/2019	Biosolids To Landfill	\$7,337.84 0620-0061-03-432073	02/28/2019	3267-000009028	SYCAMORE RIDGE LANDFILL	173034 640
\$85.72 cty0023ww 03/07/2019	Accounts Payable	\$85,72:0620-0000-00-202010	03/06/2019	3106121747	KENNETH/STEINER, JR	173033 20042
\$85.72 cty0023ww 03/07/2019	User Fees	\$85.72.0620-0061-00-347090	03/06/2019	3106121747	KENNETH/STEINER, JR	173033 20042
\$89.97 cty0023ww 03/07/2019	Accounts Payable	\$89.97 0620-0000-00-202010	03/06/2019	A99007/5	JOHN DEERE FINANCIAL INC.	173032 3994
\$89.97 cty0023ww 03/07/2019	Laundry & Uniforms	\$89.97 0620-0061-01-414010	03/06/2019	A99007/5	JOHN DEERE FINANCIAL INC.	173032 3994
\$139.86 cty0023ww 03/07/2019	. Accounts Payable	\$139.86 0620-0000-00-202010	03/06/2019	A98810/5	JOHN DEERE FINANCIAL INC.	173031 3994
\$139.86 cty0023ww 03/07/2019	Laundry & Uniforms	\$139.86 0620-0061-01-414010	03/06/2019	A98810/5	JOHN DEERE FINANCIAL INC.	173031 3994
\$47.94 cty0023ww 03/07/2019		\$47.94 0620-0000-00-202010	02/15/2019	A73344	JOHN DEERE FINANCIAL INC.	173030 3994
\$47.94 cty0023ww 03/07/2019		\$47.94 ¹ 0620-0061-04-444010	02/15/2019	A73344	JOHN DEERE FINANCIAL INC.	173030 3994
\$64.88 cty0023ww 03/07/2019	Accounts Payable	\$64.88:0620-0000-00-202010	03/06/2019	TS 3106119231	INTERNATIONAL VILLAGE APARTMENTS 3106119231	173029 5648
\$64.88 cty0023ww 03/07/2019	User Fees	\$64.88 0620-0061-00-347090	03/06/2019	TS 3106119231	INTERNATIONAL VILLAGE APARTMENTS 3106119231	173029 5648
	Accounts Payable	\$44.68 0620-0000-00-202010	1 02/26/2019	1010-220010421941 02/26/2019	IN AMERICAN WATER COMPANY	173028 11331
\$44.68 cty0023ww 03/07/2019	Water Utility	\$44.68:0620-0061-03-436030	1 02/26/2019	1010-220010421941 02/26/2019	IN AMERICAN WATER COMPANY	173028 11331
\$45.09 cty0023ww 03/07/2019	Accounts Payable	\$45.09 0620-0000-00-202010	7 02/26/2019	1010-210008259467 02/26/2019	IN AMERICAN WATER COMPANY	173027 11331
\$45.09 cty0023ww 03/07/2019		\$45,09:0620-0061-03-436030	7 02/26/2019	1010-210008259467	IN AMERICAN WATER COMPANY	173027 11331
\$130.27 cty0023ww 03/07/2019	Accounts Payable	\$130.27:0620-0000-00-202010	03/01/2019	4990-3739-01-0	DUKE ENERGY	173026 10540
\$130.27 cty0023ww 03/07/2019	Electric Utility	\$130.27 0620-0061-03-436010	03/01/2019	4990-3739-01-0	DUKE ENERGY	173026 10540
	Accounts Payable	\$73.26 0620-0000-00-202010	03/04/2019	3106118838	COMPLETE LANDLORD SOLUTIONS	173025 20041
\$73.26 cty0023ww 03/07/2019		\$73.26:0620-0061-00-347090	03/04/2019	3106118838	COMPLETE LANDLORD SOLUTIONS	173025 20041
\$2,499.16 cty0023ww 03/07/2019	Accounts Payable	\$4,127.44 0620-0000-00-202010	02/28/2019	CFSI-11726	AUTOMATED FUELS INC.	173024 10262
\$2,499.16 cty0023ww 03/07/2019	Diesel Fuel	\$4,127.44 0620-0061-02-422020	02/28/2019	CFSI-11726	AUTOMATED FUELS INC.	173024 10262
\$1,628.28 cty0023ww 03/07/2019	Accounts Payable	\$4,127.44 0620-0000-00-202010	02/28/2019	CFSI-11726	AUTOMATED FUELS INC.	173024 10262
\$1,628.28 cty0023ww 03/07/2019		\$4,127.44 0620-0061-02-422010	02/28/2019	CFSI-11726	AUTOMATED FUELS INC.	173024 10262
\$2,860.00 cty0023ww 03/07/2019	Accounts Payable	\$2,860.00 0620-0000-00-202010	02/26/2019	4000164072	AMERICAN WATER CAPITAL CORP.	173023 15
\$2,860.00 cty0023ww 03/07/2019	Services Contractual	\$2,860.00 0620-0061-03-432010	02/26/2019	4000164072	AMERICAN WATER CAPITAL CORP.	173023 15
Amount Added by Post date	Account description	nvoice amount Account number	Invoice date Invoice amount	Invoice number	D Vendor name	System invoice Vendor ID
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02/28/2019	02/28/2019	02/28/2019	02/28/2019	03/01/2019	03/01/2019	10/05/2018	10/05/2018	10/05/2019	10/05/2019	02/28/2019	02/28/2019	03/01/2019	03/01/2019	02/21/2019	02/21/2019	03/06/2019	03/06/2019	02/12/2019	02/12/2019	03/01/2019	03/01/2019	nber Invoice date
\$527.00:0620-0000-00-202010	\$527.00/0620-0061-03-437051	\$270.00 0620-0000-00-202010	\\$ 270.00 0620-0061-03-437051	\$4,320.00 0620-0000-00-202010	√\$4,320.000620-0061-03-437051	\$73.84 0620-0000-00-202010	5 73.84 0620-0061-03-435030	\$627.36.0620-0000-00-202010	4 627.36 0620-0061-03-435030	\$745.75.0620-0000-00-202010	\square \\$745.75\g620-0061-03-432010	\$3,150.00 0620-0000-00-202010	√ \$3,150.00 0620-0061-03-432010	\$2,004.75.0620-0000-00-202010	\(\sigma\) \$2,004.75 0620-0061-03-432010	\$1,128.00 0620-0000-00-202010	\$1,128.00,0620-0061-03-432010	\$1,644.50 0620-0000-00-202010	\\$1,644.50\0620-0061-03-432010	\$1,058.77 0620-0000-00-202010	√\$1,058.776620-0061-03-432010	Invoice-amount / Account number
Accounts Payable	√Drainage Improvements	Accounts Payable	√ Drainage Improvements	Accounts Payable	Drainage Improvements	Accounts Payable	√Insurance General Property & Liability	Accounts Payable	Vinsurance General Property & Liability	Accounts Payable	✓Services Contractual	Accounts Payable	Services Contractual	Accounts Payable	Services Contractual	Accounts Payable	✓Services Contractual	Accounts Payable	√Services Contractual	Accounts Payable	VServices Contractual	Account description
\$527.00	\$527.00	\$270.00	\$270.00	\$4,320,00	\$4,320.00	\$73.84	\$73.84	\$627,36	\$627.36	\$745.75	\$745.75	\$3,150.00	\$3,150.00	\$2,004.75	\$2,004.75	\$1,128.00	\$1,128.00	\$1,644.50	\$1,644.50	\$1,058.77	\$1,058.77	Amount
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t cty0023ww 03/14/2019	\$56.94	00-202010 Accounts Payable	\$56,94 0620-000-00-202010	,02/14/2019	030510			1/3218:11/41
		04-444010 Purchase of Equipment	\$56.94 0620-0061-04-444010	02/14/2019	928518			1/3/1/11/41
			\$4.94 0620-0000-00-202010	.02/12/2019	927328	ļ	LOWE O	T#/TT:/T7C/T
	1 0 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		\$4,94 0620-0061-02-423015	02/12/2019	927328	Q.	IOME &	173747:117A1
	\$1.00 00.00		\$150.00 0620-0000-00-202010	03/13/2019	B07880/5	•	DEERE FINANCIAL	173316.3004
	# HUO.00		\$150.00:0620-0061-01-414010	03/13/2019	B07880/5	•	FINANCIAL	173216 3994
	4170.00		\$26.99:0620-0000-00-202010	03/11/2019	B05302/5	•		173215 3994
	66 9C4		0.00 CC C	03/11/2019	B05302/5	•		173215 3994
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	\$107.96		0-0000 0030 30 #0 #4 0-#000-0200:06*/OT\$	03/11/2019	105321/5	•	JOHN DEERE FINANCIAL INC.	173214 3994
cty0023ww 03/14/2019	\$107.96		#1107 0050 0000 00 101-414010	03/20/2010	13,2250/5	·	JOHN DEERE FINANCIAL INC.	173213.3994
cty0023ww 03/14/2019	\$116.89		\$116.89°0620-0000-00-202010	03/09/2019	133360/5 L32260/5	IAI		173213 3994
cty0023ww:03/14/2019	\$116,89		\$116,89:0620-0061-01-414010	03/09/2019	7,03665	Ī		173212 3994
	\$98.00		\$98,00.0620-0000-00-202010	03/07/2019	V00028/2	1		173212 3994
	\$98.00)1-414010 Laundry & Uniforms	\$98,00:0620-0061-01-414010	03/07/2019	7/8/00078/5	9		1/3211 3994
	\$138.93		\$138.93 0620-0000-00-202010	03/07/2019	A99557/5		COUNTREADE DISTANCED LINCO	1/3211.3994
cty0023ww 03/14/2019	\$138.93)1-414010 Laundry & Uniforms	\$138.93'0620-0061-01-414010	03/07/2019	A99557/5	01	TO THE DESCRIPTION OF THE TRANSPORT OF T	1/3210 11331
cty0023ww 03/14/2019	\$54,47	0-202010 Accounts Payable	\$54,47:0620-0000-00-202010	03/05/2019	1010-210007146483		IN AMERICAN WATER COMPANY	173210 11331
cty0023ww 03/14/2019	\$54,47	3-436030 Water Utility	\$54,47:0620-0061-03-436030	03/05/2019	1010 1101 1101		IN AMERICAN WATER COST 2005	1/3209 11331
cty0023ww 03/14/2019	\$116.10	0-202010 Accounts Payable	\$116.10:0620-0000-00-202010	03/05/2019	1010-210005269410		IN AMERICAN WATER COMPANY	1/3209 11331
cty0023ww 03/14/2019	\$116.10	3-436030 Water Utility		03/05/2019		בוליינים ב	CLUCIAL ACCOUNTION OF A SECTION	1/3208 2915
cty0023ww 03/14/2019	\$10,571.85	0-202010 Accounts Payable	\$10,571.85 0620-0000-00-202010	03/13/2019			ELECTRICAL ACTOMATION SERVICES	
cty0023ww 03/14/2019	\$10,571.85	Purchase of Equipment	\$10,571.85:0620-0061-04-444010	03/13/2019			ELECTOR ACTOMATION OF	173207 2015
ctyUU23WW: U3/14/2U19	\$21,015.00	Accounts Payable	\$21,015.00 0620-0000-00-202010	03/13/2019			ELECTRONAL VOLUME SERVICES	2707 CTE7
Cty0023ww:05/14/2019	\$21,015.00	Services Contractual	\$21,015.00.0620-0061-03-432010	03/13/2019	LLC 3169	RVICES LI	ELECTRICAL ALITOMATION SERVICES	T/3207 7015
CtyU023WW 03/14/2019	\$27,615.10	Accounts Payable	\$27,618.10:0620-0000-00-202010	03/07/2019	8410-3787-01-6		DIKE ENERGY	
cty0023ww.03/±1/2010	01.010,724		\$27,618.10:0620-0061-03-436010	03/07/2019	8410-3787-01-6		DUKE ENERGY	
cty0023ww 03/14/2019	\$10,170.5t	Accounts Payable	\$18,170.34 0620-0000-00-202010	03/07/2019	2510-3787-01-0		DUKE ENERGY	173205 10540
cty0023ww.03/14/2019		A securic ountry	\$18,170.34 0620-0061-03-436010	03/07/2019	2510-3787-01-0			173205 10540
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cty0023ww 03/14/2019	•	Flectric (Stillty	**************************************	03/06/2019	8620-3821-01-0		DUKE ENERGY V	173202 10540
cty0023ww 03/14/2019			0.0202 0.000000000000000000000000000000	03/00/2010	8620-3821-01-0	\	DUKE ENERGY / /	173202 10540
cty0023ww ⁻ 03/14/2019			\$601 81 0620-0061-03-436010	03/00/2010	8450-3825-02-5	\		173201 10540
cty0023ww 03/14/2019	\$375.30		\$375.30 0620-000-00-202010	03/06/2019	8460-3626-02-9	×.,		173201 10540
cty0023ww 03/14/2019	_		\$375.30:0620-0061-03-436010	03/06/2019	0-00 0000 0000			173200 10540
cty0023ww 03/14/2019			\$291 62 0620-0000-202010	03/06/2019	1910 3550 03 5		DUKE ENERGY	173200 10540
cty0023ww·03/14/2019			\$291.62.0620-0061-03-436010	03/06/2019	1010 3EE0 03-E		DUKE ENERGY	173199 10540
cty0023ww 03/14/2019	\$35.03		\$35.03·0620-0000-00-202010	03/06/2019	1120-2/71-02-0		DUKE ENERGY	173199 10540
cty0023ww 03/14/2019	\$35.03		\$35.03:0620-0061-03-436010	03/06/2019	1120-3741-02-0		BOOT CITY	173198 10396
cty0023ww 03/14/2019	\$147.96		\$147.96 0620-0000-00-202010	03/13/2019	220000058421		1001 011	1/3198 10396
cty0023ww 03/14/2019	\$147.96	-414010 Laundry & Uniforms	\$147.96 0620-0061-01-414010	03/13/2019	220007 220000058421		BODE NATALE	1/319/ 6035
cty0023ww 03/14/2019			\$400.00 0620-0000-00-202010	03/08/2019	190307		BOBBIT NATALE	1/319/ 6035
cty0023ww 03/14/2019	\$400.00		\$400.00 0620-0061-03-432010	03/08/2019	190307		מוס כחבויו ווייכ.	1/3196 4/3/
cty0023ww 03/14/2019	\$40,240.00 <	Accounts Payable	\$40,240,00:0620-0000-00-202010	03/09/2019	17901		BIO CHEM INC.	173196 4737
cty0023ww 03/14/2019	\$40,240.00 0	Chemicals	\$40,240,00 0620-0061-02-421170	03/09/2019	17901		AMERICAN WATER CRITTAL CON	1/3195 15
cty0023ww:03/14/2019		Accounts Payable	\$6,055.00:0620-0000-00-202010	03/01/2019	4000164373	ğ 7.	AMERICAN WATER CAPITAL CORP	173195 15
cty0023ww 03/14/2019	\$6,055.00 c	Services Contractual	8[03/01/2019	מסטטיניייייייייייייייייייייייייייייייייי	Í	1	System i Vendor 12
Added by Post date	Amount /	mber Account description	woice amount Account number	Invoice date Invoice amount	Invoice number			
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Invoices - Wastewater

173220 11741	LOWE S	Invoice number 913872	Invoice date I 02/25/2019	Invoice date Invoice amount Account number 02/25/2019 \$132.80 0620-0061-02-422005	Account description Operating Supplies	Amount	Added by Post date
173220 11741	LOWES	913872	02/25/2019		Accounts Payable	\$132.80	cty0023ww.03/14/2019
1/3221 5837	MARLIN BUSINESS BANK	16770937	03/04/2019	\$6,364,45 0620-0061-04-444010	Purchase of Equipment	\$6,364,45	cty0023ww 03/14/2019
173221 5837	MARLIN BUSINESS BANK	16770937	03/04/2019		Accounts Pavable	\$6.364.45	ctv0023ww/03/14/2019
173222 11829	MENARDS INC.	9023	03/04/2019		Operating Supplies	\$56.92	ctv0023ww 03/14/2019
173222 11829	MENARDS INC.	9023	03/04/2019		Accounts Pavable	\$56.97	ctv0023ww.03/14/2019
173223 11829	MENARDS INC.	9129	03/05/2019		Repair Supplies	\$219.52 20:52	cty0023www.03/14/2019
173223 11829	MENARDS INC.	9129	03/05/2019		Accounts Pavable	\$219 27	1000m
173224 11829	MENARDS INC.	9290	03/06/2019		Operation Supplies	10.04¢	cty0023ww 03/14/2019
173224 11829	MENARDS INC.	9290	03/06/2019		Accounts Pavable	\$40.01	cty0023ww.03/14/2010
173225 11571	REPUBLIC SERVICES #694	0694-002270820	02/28/2019		Sycamore Ridge Landfill	\$2.328.72	cty0023www.03/14/2019
173225 11571	REPUBLIC SERVICES #694	0694-002270820	02/28/2019		Accounts Pavable	\$2,328.72	cty0023ww/03/14/2019
173231 12719	TIME WARNER CABLE INC.	351610701030119	03/01/2019		Services Contractual	\$2.562.25	CTV0023ww 03/14/2019
173231 12719	TIME WARNER CABLE INC.	351610701030119	03/01/2019		Accounts Payable	\$2,562,25	ctv0023ww:03/14/2019
173232 40	VECTREN ENERGY DELIVERY	5025238 6	03/04/2019		Gas Utility	\$7.855.18	ctv0023ww/03/14/2019
173232 40	VECTREN ENERGY DELIVERY	5025238 6	03/04/2019		Accounts Pavable	\$7.855.18	chv0023ww:03/14/2019
173233 40	VECTREN ENERGY DELIVERY	5275803 2	03/04/2019		Gas Utility	\$158.99	ctv0023ww/03/14/2019
173233 40	VECTREN ENERGY DELIVERY	5275803 2	03/04/2019		Accounts Payable	\$158.99	ctv0023ww 03/14/2019
173235 40	VECTREN ENERGY DELIVERY	5768026 7	03/04/2019	\$241.17 0620-0061-03-436020	Gas Utility	\$241.17	ctv0023ww.03/14/2019
173235 40	VECTREN ENERGY DELIVERY	5768026 7	03/04/2019	\$241.17:0620-0000-00-202010	Accounts Payable	\$241.17	ctv0023ww 03/14/2019
173236 40	VECTREN ENERGY DELIVERY	5691599 8	03/05/2019	\$233.85 0620-0061-03-436020	Gas Utility	\$233.85	cty0023ww 03/14/2019
173236 40	VECTREN ENERGY DELIVERY	5691599 8	03/05/2019	\$233.85 0620-0000-00-202010	Accounts Payable	\$233.85	cty0023ww 03/14/2019
173238 40	VECTREN ENERGY DELIVERY	5814817 2	03/05/2019	\$49.71:0620-0061-03-436020	Gas Utility	\$49.71	cty0023ww 03/14/2019
173238:40	VECTREN ENERGY DELIVERY	5814817 2	03/05/2019	\$49.71 0620-0000-00-202010	Accounts Payable	\$49,71	ctv0023ww 03/14/2019
173239:40	VECTREN ENERGY DELIVERY	5820316 5	03/06/2019	\$46,00:0620-0061-03-436020	Gas Utility	\$46.00	ctv0023ww 03/14/2019
173239 40	VECTREN ENERGY DELIVERY	5820316 5	03/06/2019	\$46.00\0620-0000-00-202010	Accounts Payable	\$46.00	ctv0023ww 03/14/2019
173244 13281	WIN ENERGY REMC	198989	03/08/2019	\$347.90\0620-0061-03-436010	Electric Utility	\$347.90	ctv0023ww 03/14/2019
173244 13281					0000 00 000000	# 100 The contract of the cont	