

## SRF Disbursement Request Form

Participant Information							
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001				
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	16		
Mailing Address:	308 E. Vistula Street, PO Box 122						
City:	Bristol	State:	IN	ZIP Code:	46507-9489		
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853				
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007				
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:		Bank Routing Number:					
Account Name:		Account Number:					
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):	Partial Pay App #4						
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:		\$	28,265,000				
Total Amount of Previous Disbursements:		\$	3,903,453				
Balance Available After this Disbursement:		\$	23,633,807				
Amount to Contractor for this Request:		\$	727,740				
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Robert E. Crosby, Inc. dba Crosby Construction	DUNS #:	103466145				
Mailing address:	2805 Freeman Street						
City:	Fort Wayne	State:	IN	ZIP Code:	46802		
Wiring Information:							
Bank Name:	Lake City Bank	Bank Routing Number:	074903719				
Account Name:	RE Crosby Checking	Account Number:	1011496593				
Retainage Amount for this Request:		\$	38,302				
Participant requests that the retainage amount be held by SRF:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>
Bank Name:		Bank Routing Number:					
Account Name:		Account Number:					
Total Amount of this Request:		\$	727,740				
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the <b>Davis Bacon Act</b> / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:		Date:					
For Internal Use Only:							
Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$



December 2, 2024

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

**RE: Job Number S22145  
WWTP Improvement Project  
Contractor's Application for Partial Payment No. 4, Corrected**

Dear Mr. Yoder:

Enclosed, please find the Contractor's Application for Partial Payment No. 4, corrected for the WWTP Improvements Project. *An error was identified on the prior version of this pay application recommendation letter, dated November 15, 2024. The corrected payment amounts are included herein.*

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

- **Contractor Payment, Application No. 4:                   \$     727,739.90**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 4:                   \$     38,302.10**

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

<b>Partial Payment No.</b>	<b>Payment to Contractor</b>	<b>Retainage Withheld</b>	<b>Total</b>
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
2 (08/2024)	\$274,468.30	\$14,445.70	\$288,914.00
3 (09/2024)	\$1,326,624.87	\$69,822.36	\$1,396,447.23
4 (10/2024)	\$727,739.90	\$38,302.10	\$766,042.00
<b>Total</b>	<b>\$2,922,773.07</b>	<b>\$153,830.16</b>	<b>\$3,076,603.23</b>
Project Completion for this Division of work based on monetary value:			13%
Project Completion for this Division of work based on contract duration to Part 1 Substantial Completion:			26%

Mike Yoder  
Town of Bristol  
Page 2 of 2  
December 2, 2024

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

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**

A handwritten signature in black ink that reads "Amy Mendoza". The signature is written in a cursive, flowing style.

Amy Mendoza, PE  
Project Engineer

Enclosure

**Contractor's Application for Payment**

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

<b>Application No.:</b>	4	<b>Application Date:</b>	11/1/2024
<b>Application Period:</b>	From 10/5/2024	to	11/1/2024

1. Original Contract Price	\$	24,293,749.00
2. Net change by Change Orders	\$	(277,020.00)
3. Current Contract Price (Line 1 + Line 2)	\$	24,016,729.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	3,076,603.23
5. Retainage		
a. 5% X \$ 3,019,559.25 Work Completed	\$	150,977.96
b. 5% X \$ 57,043.98 Stored Materials	\$	2,852.20
c. Total Retainage (Line 5.a + Line 5.b)	\$	153,830.16
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,922,773.07
7. Less previous payments (Line 6 from prior application)	\$	2,195,033.17
8. Amount due this application	\$	727,739.90
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	20,940,125.77

**Contractor's Certification**

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

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

a.  Complied with all labor provisions of said Contract.

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

**Contractor:** Crosby Construction

**Signature:**  **Date:** 11/5/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Amy Mendoza</u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>12/2/24</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

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

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

Application No.:		4		Application Period:		From \$ 45,570.00 to 11/01/24		Application Date:		11/01/24	
Item No.	Description	C	D		E	F	G	H	I	Application Date:	
			(D + E) From Previous Application (\$)	Work Completed This Period (\$)						Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)
<b>Original Contract</b>											
1	Bond / Insurance	242000	\$ 242,000.00				242,000.00	100%			
2	Mobilization / Demobilization	958000	\$ 910,100.00				910,100.00	95%		47,900.00	
3	General Conditions / Supervision	600000	\$ 37,500.00	\$ 25,000.00			62,500.00	10%		537,500.00	
4	Dewatering - Installation	151440					-	0%		151,440.00	
5	Dewatering Maintenance	355000					-	0%		355,000.00	
6	Demo - Existing Treatment Facility Structures	144335					-	0%		144,335.00	
7	Demo - Onsite Pipe Removal / Abandonment	70200					-	0%		70,200.00	
8	Demo - Reed Sludge Drying Beds	39000	\$ 39,000.00				39,000.00	100%		-	
9	Demo - Lab / Office Building	40825					-	0%		40,825.00	
10	Demo - Maintenance Building	36800					-	0%		36,800.00	
11	Demo - Pavement / Sidewalks	11500					-	0%		11,500.00	
12	Concrete - Treatment Tank Slab	349280		\$ 34,928.00			34,928.00	10%		314,352.00	
13	Concrete - Treatment Tank Walls	1342250				\$ 6,003.92	6,003.92	0%		1,336,246.08	
14	Concrete - Treatment Tank Walkways / Top Slab	214760					-	0%		214,760.00	
15	Concrete - Grout Tank Slabs	87320					-	0%		87,320.00	
16	Concrete - UV Slabs	25370					-	0%		25,370.00	
17	Concrete - UV Walls	92040					-	0%		92,040.00	
18	Concrete - Cascade Slab	44530	\$ 22,265.00	\$ 22,265.00			44,530.00	100%		-	
19	Concrete - Cascade Walls	140300		\$ 84,180.00			84,180.00	60%		56,120.00	
20	Concrete - Headworks Slab	33040					-	0%		33,040.00	
21	Concrete - Headworks Walls	257240					-	0%		257,240.00	
22	Concrete - Headworks Top Slab	140300					-	0%		140,300.00	
23	Concrete - ASH Modifications	43920					-	0%		43,920.00	
24	Concrete - Lab/Off Foundations	52900					-	0%		52,900.00	
25	Concrete - Lab/Off Slab	46000					-	0%		46,000.00	
26	Concrete - Maintenance Foundations	51750					-	0%		51,750.00	
27	Concrete - Maintenance Slab	57500					-	0%		57,500.00	
28	Concrete - Blower Pads	54280					-	0%		54,280.00	
29	Concrete - Generator Pad	11328					-	0%		11,328.00	
30	Concrete - Outfall Structure	38940					-	0%		38,940.00	
31	Concrete - Stoops / Sidewalks	47150					-	0%		47,150.00	
32	Concrete - Poles Bases	6900					-	0%		6,900.00	
33	Reinforcement - Material ONLY	402706				\$ 17,852.06	17,852.06	4%		384,853.94	
34	Reinforcement - Treatment Tank	421850					-	0%		421,850.00	
35	Reinforcement - UV	18300					-	0%		18,300.00	
36	Reinforcement - Cascade	27450	\$ 13,725.00	\$ 6,862.00			20,587.00	75%		6,863.00	
37	Reinforcement - Headworks	27450					-	0%		27,450.00	

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

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

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

Application No.: 4		Application Period: From \$ 45,570.00 to 11/01/24		Application Date: 11/01/24					
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)					
38	Reinforcement - Control / Maintenance Bldgs	27313						0%	27,313.00
39	Reinforcement - ASH Tanks	4313						0%	4,313.00
40	Masonry	270600						0%	270,600.00
41	Masonry Veneers	98185						0%	98,185.00
42	Treatment Tank - Stairs w/ HR	96380						0%	96,380.00
43	Treatment Tank - Top HR	111020						0%	111,020.00
44	Headworks - Stairs w/ HR	101260						0%	101,260.00
45	Headworks - Misc Metals / Grating	30256						0%	30,256.00
46	UV - Misc Metals / Grating	21960						0%	21,960.00
47	Cascade - Misc Metals / Grating	40260						0%	40,260.00
48	Pipe Bollards	41480						0%	41,480.00
49	Headworks - Roof Structure	62535						0%	62,535.00
50	Lab/Off - Pole Building	182900						0%	182,900.00
51	Lab/Off - Interior Framing	63000						0%	63,000.00
52	Maintenance - Pole Building	115000						0%	115,000.00
53	Canopy Structures	46000						0%	46,000.00
54	Drywall / Insulation	77000						0%	77,000.00
55	Doors / Frames / Hrdw	97680						0%	97,680.00
56	Access Hatches	45360						0%	45,360.00
57	Coiling Doors	79560						0%	79,560.00
58	Painting / Coatings	390000						0%	390,000.00
59	Flooring	22080						0%	22,080.00
60	Acoustical Ceilings	16215						0%	16,215.00
61	Casework	52000						0%	52,000.00
62	Toilet Accessories / Partitions / Lockers	39100						0%	39,100.00
63	Cascade Aerator	111838						0%	111,838.00
64	Chemical Feed Equipment / Storage Tank	118486						0%	118,486.00
65	Samplers Equipment	19054						0%	19,054.00
66	Influent Pumps	203583						0%	203,583.00
67	Sludge Pumps	47298						0%	47,298.00
68	Influent Screening	257888						0%	257,888.00
69	UV Equipment	257600						6%	241,402.00
70	SBR Equipment	1960555				\$ 16,198.00	16,198.00	0%	1,960,555.00
71	Davit Cranes	22500						0%	22,500.00
72	ASH Blowers	178361						0%	178,361.00
73	Fine Bubble Aerators	114000						0%	114,000.00
74	SCADA	480125						0%	480,125.00
75	Process Piping - Influent Pump Sta.	239448						0%	239,448.00

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Item No.	Description	Scheduled Value (\$)	C		D		E		F	G	H	I					
			(D + E) From Previous Application (\$)	Work Completed This Period (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)					% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
76	Process Piping - SBR Piping	620388										0%	620,388.00				
77	Process Piping - SBR Blowers	54420										0%	54,420.00				
78	Process Piping - ASH Blowers	32652										0%	32,652.00				
79	Process Piping - Headworks	32652										0%	32,652.00				
80	Process Piping - UV	21768										0%	21,768.00				
81	Process Piping - Sludge Holding Tank #1	65304										0%	65,304.00				
82	Process Piping - Sludge Holding Tank #2	21768										0%	21,768.00				
83	Process Valves - Influent PS	82824										0%	82,824.00				
84	Process Valves - SBR Valve (Not by Aqua)	109620							16,990.00			15%	92,630.00				
85	Process Valves - SBR Blower Valves	14616										0%	14,616.00				
86	Process Valves - ASH Blower Valves	14616										0%	14,616.00				
87	Process Valves - Sludge Holding Tank #1	21924										0%	21,924.00				
88	Slide Gates - Headworks	19358										0%	19,358.00				
89	Slide Gates - UV	38717										0%	38,717.00				
90	Pipe Insulation - Headworks	31050										0%	31,050.00				
91	Pipe Insulation - Sludge Holding Tank #1	51750										0%	51,750.00				
92	Pipe Insulation - Sludge Holding Tank #2	69000										0%	69,000.00				
93	Plumbing / HVAC - Headworks	136880										0%	136,880.00				
94	Plumbing / HVAC - Lab/Off	325496										0%	325,496.00				
95	Plumbing / HVAC - Maintenance	168432										0%	168,432.00				
96	Plumbing / HVAC - Treatment Fac.	231768										0%	231,768.00				
97	Electrical - Temp Electric / Structures	324000										0%	324,000.00				
98	Electrical - New Lab/Off	215033										0%	215,033.00				
99	Electrical - New Maintenance	149535										0%	149,535.00				
100	Electrical - New Headworks	167122										0%	167,122.00				
101	Electrical - New Treatment SBR	406827										0%	406,827.00				
102	Electrical - New UV	106946										0%	106,946.00				
103	Electrical - New WW / VV Structure	116571										0%	116,571.00				
104	Electrical - Demolition	38506										0%	38,506.00				
105	Electrical - Underground Conduit/Wire	563997										0%	563,997.00				
106	Electrical - Generator / ATS	240100										0%	240,100.00				
107	Electrical - Screen Equipment	66612										0%	66,612.00				
108	Electrical - Blowers	80432										0%	80,432.00				
109	Electrical - Pole Lights	25268										0%	25,268.00				
110	Erosion Control	18000						13,500.00				75%	4,500.00				
111	Excavation / Backfill - Wet Well / VV	192760										0%	192,760.00				
112	Excavation / Backfill - Treatment Facility	471200						235,600.00	117,800.00			75%	117,800.00				
113	Excavation / Backfill - UV	52080										0%	52,080.00				

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									114	Excavation / Backfill - Cascade	83235
115	Excavation / Backfill - Headworks	59520					0%	59,520.00			
116	Excavation / Backfill - Control Bldg	21240					0%	21,240.00			
117	Excavation / Backfill - Maintenance Bldg	29500					0%	29,500.00			
118	Excavation / Backfill - Outfall Structures	9450					0%	9,450.00			
119	Earth Retention - Treatment Facility	923614	\$ 461,807.00	\$ 461,807.00		923,614.00	100%				
120	Earth Retention - Cascade	148000	\$ 29,600.00			29,600.00	20%	118,400.00			
121	Backfill - Site / Existing Structures	112125					0%	112,125.00			
122	Rough Grade / Top Soil	81650					0%	81,650.00			
123	Auger Pipe Bollards	29325					0%	29,325.00			
124	LS / WW / VV - Structures / Hatches	335500					0%	335,500.00			
125	Oil / Water Separator	14375					0%	14,375.00			
126	Site - Manhole Structures	91134					0%	91,134.00			
127	Site - Storm Inlets	7021					0%	7,021.00			
128	Site - 4"-8" Sewer	37496					0%	37,496.00			
129	Site - 12" Forcemain	29264					0%	29,264.00			
130	Site - 18" Influent	62066					0%	62,066.00			
131	Site - 16" Effluent	75520					0%	75,520.00			
132	Site - 24" Effluent (Headwall Str. Item #30)	221368					0%	221,368.00			
133	Site - WW/VV 10" Piping	36600					0%	36,600.00			
134	Site - 4" WAS	84913					0%	84,913.00			
135	Site - 4" Sludge / Decant Lines	21830					0%	21,830.00			
136	Site - 6" Air Lines	66541					0%	66,541.00			
137	Site - 6"-8" Drain Lines	15576					0%	15,576.00			
138	Site - 1"-3" Waterlines	62682					0%	62,682.00			
139	Site - 4"-6" Waterlines	21240					0%	21,240.00			
140	Live Tap / Patching	18703					0%	18,703.00			
141	Asphalt	251575					0%	251,575.00			
142	Stone Drives	69090					0%	69,090.00			
143	Sidewalk Prep / Stone	10584					0%	10,584.00			
144	Fencing	57600					0%	57,600.00			
145	Landscaping / Seed	39600					0%	39,600.00			
146	Primary Clarifier Liquid Sludge - Mobilize	14960					0%	14,960.00			
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813					0%	32,813.00			
148	Epoxy Injection Repair Type EI - 250 LF	18750					0%	18,750.00			
149	Chem Grout Injection Type CG - 250 LF	26250					0%	26,250.00			
150	Partial Depth Horiz Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%				
151	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%				



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Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
152	Epoxy Injection Repair Type EI - 200 LF	15000					0%	15,000.00			
153	Chem Grout Injection Type CG - 200 LF	21000					0%	21,000.00			
154	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-			
155	Reed / Sludge Drying Beds - Mobilize	7500	\$ 7,500.00			7,500.00	100%	-			
156	Reed / Sludge Drying Beds - 2,500 Tons	167500	\$ 167,500.00			167,500.00	100%	-			
157	All Treatment Strs - Debris / Grit - Mobilize	13400					0%	13,400.00			
158	All Treatment Strs - Debris / Grit - 100 CY	24000					0%	24,000.00			
159	Allowance - ASH Tank Inspection	3000					0%	3,000.00			
160	Allowance - Paint / Asbestos	10000	\$ 5,614.00			5,614.00	56%	4,386.00			
161	Allowance - Decorative Masonry	100000					0%	100,000.00			
162	<b>MA-1 - Lift Station 1</b>										
163	Excavation / Backfill	204060					0%	204,060.00			
164	Lift Station Upgrades / Equipment	245100					0%	245,100.00			
165	Electrical	48840					0%	48,840.00			
166	<b>MA-2 - Lift Station 3</b>										
167	Excavation / Backfill	256500					0%	256,500.00			
168	Lift Station Upgrades / Equipment	359100					0%	359,100.00			
169	Electrical	54400					0%	54,400.00			
170	<b>MA-3 - Lift Station 8</b>										
171	Excavation / Backfill	236493					0%	236,493.00			
172	Lift Station Upgrades / Equipment	373350					0%	373,350.00			
173	Electrical	55157					0%	55,157.00			
174	<b>MA-4 - Lift Station 10</b>										
175	Excavation / Backfill	59400.00					0%	59,400.00			
176	Chemical Tank / Equipment	102,600.00					0%	102,600.00			
177	Electrical	6,900.00					0%	6,900.00			
178	Value Engineering	156,100.00	\$ 156,100.00			156,100.00	100%	-			
179	<b>MA-5 - Lift Station Upgrades SCADA</b>										
180	Controls / Equipment	188,000.00					0%	188,000.00			
181											
182											
183											
184											
185											
186											
<b>Original Contract Totals</b>		<b>\$ 24,293,749.00</b>	<b>\$ 2,543,737.00</b>	<b>\$ 752,842.00</b>	<b>\$ 57,043.98</b>	<b>\$ 3,353,622.98</b>	<b>14%</b>	<b>\$ 20,940,126.02</b>			

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

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

Application No.: 4		Application Period: From \$ 45,570.00 to 11/01/24		Application Date: 11/01/24				
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
COI-1	Alternate MA-4 Value Adjustment	(156,100.00)	(156,100.00)			(156,100.00)	100%	-
COI-2	Wage Scale Change	18,580.00	18,580.00			18,580.00	100%	-
COI-3	ASH Tank Patching via T&M	(139,500.00)	(139,500.00)			(139,500.00)	100%	-
COI-4	Flexible Time Extension (150k Allowance)	-	-			-	-	-
<b>Change Order Totals</b>		\$ (277,020.00)	\$ (277,020.00)	\$ -	\$ -	\$ (277,020.00)	100%	\$ -

Original Contract and Change Orders								
<b>Project Totals</b>		\$ 24,016,729.00	\$ 2,266,717.00	\$ 752,842.00	\$ 57,043.98	\$ 3,076,602.98	13%	\$ 20,940,126.02

EJCDC C-620 Contractor's Application for Payment  
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C-28



# AFFIDAVIT

State of Indiana)  
Elkhart County

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

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

Robert E. Crosby, Inc. will waive and release unto the Owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of labor or material or both, furnished by the undersigned thereto through **November 8th, 2024**.

**ROBERT E. CROSBY, INC.**



Michael R. Mattingly , President

Subscribed to and sworn to before me this 12th day of November, 2024 by Michael R. Mattingly, President of Robert E. Crosby, Inc.



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

Kierston Sims  
Notary Public

**Contractor's Application for Payment**

<b>Owner:</b>	Town of Bristol	<b>Owner's Project No.:</b>	WW 22532001
<b>Engineer:</b>	Commonwealth Engineers, Inc.	<b>Engineer's Project No.:</b>	S22145
<b>Contractor:</b>	Crosby Construction	<b>Contractor's Project No.:</b>	24105-01
<b>Project:</b>	WWTP Improvement Project		
<b>Contract:</b>	WWTP Improvement Project		
<b>Application No.:</b>	4	<b>Application Period:</b>	From 10/05/24 to 11/01/24
		<b>Application Date:</b>	11/01/24

<b>1. Total Value of Original Contract Work Completed This Estimate Period:</b>	\$	\$752,842.00
<b>2. Total Value of Change Order Work Completed This Estimate Period:</b>	\$	\$0.00
<b>3. Total Net Contract Work Completed This Estimate Period:</b>	\$	\$752,842.00
<b>4. Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:</b>	\$	\$43,843.98
<b>5. Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:</b>	\$	\$57,043.98
<b>6. Net Increase/Decrease For Stored Materials on This Pay Estimate:</b>	\$	\$13,200.00
<b>7. Total Value of ALL Work Completed &amp; Stored Material This Estimate Period (Line 3 + Line 6):</b>	\$	\$766,042.00
<b>8. Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:</b>	\$	\$38,302.10
<b>9. Total Amount Due to Contractor This Estimate Period:</b>	\$	\$727,739.90



DeZURIK US 250 Riverside Ave North  
Sartell MN 56377

### Customer Invoice

Invoice No.: INV130649

Bill To Address

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

Delivery Address

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

Del.Terms: FFA, Prepaid and Allow

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

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

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

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

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

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

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

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

Tag :Sheet 46 New SBR Tanks

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

Please reference our Invoice No. INV130649 when remitting payment



DeZURIK US 250 Riverside Ave North  
Sartell MN 56377

## Customer Invoice

REMIT TO:

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

COURIER TO:

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

ACH TO:

DeZURIK Inc  
Account Number: 883318815  
Bank Routing Number: 075000019

WIRE TO:

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

THE INVOICE INCLUDES THE TERMS AND CONDITIONS ATTACHED HERETO

# MANUFACTURER'S CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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