

## SRF DISBURSEMENT REQUEST FORM

SECTION 1: PARTICIPANT INFORMATION				SRF LOAN NUMBER: DW22282001			
SRF Participant:		Town of Bristol Water Utility			UEI Number:		NF35QSFKCC57
Participant's Mailing Address:		PO Box 122					
City:	Bristol				State:	IN	Zip Code: 46507-9489
Participant's Contact:		Mr. Mike Yoder	Contact Phone:	574.848.7007	Contact Email: mikeyoder@bristol.in.gov		
Authorized Representative:		Ms. Cathy Antonelli			Auth. Rep. Email: townclerk@bristol.in.gov		
Participant's Bank:				Mailing Address:			
City:					State:		Zip Code:
Account Name:				Routing Number:			Account Number:

SECTION 2: DISBURSEMENT INFORMATION				REQUEST NUMBER: 41	
SRF Funding Source to be used for this Request (If multiple sources are being used to pay one invoice, submit a separate DRF for each source):					
<input checked="" type="checkbox"/> SRF Primary Funds	<input type="checkbox"/> SRF Secondary Funds	<input type="checkbox"/> Local Funds; TYPE:	<input type="checkbox"/> Other Funds; TYPE:		
Beginning Balance of this Funding Source:					\$ 8,487,336
Total Amount of Previous Disbursements for this Funding Source:					\$ 7,221,664
Is any part of this request being paid by a Non-SRF Funding Source? (OCRA, RD, etc):					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes:		Non-SRF Source:			Non-SRF Amount: \$

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

SECTION 4: PAYMENT INFORMATION			
Amount of this request to be paid by SRF Funding Source identified in Section 2 (less retainage):			\$ 17,367
• Participant has paid Contractor for this Request and is requesting SRF to reimburse payment to Participant			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests: <input type="checkbox"/> Check mailed to Participant's address above <input type="checkbox"/> Payment wired to Participant's Bank via wiring instructions above			
• Participant has not paid Contractor for this Request and is requesting SRF to pay Contractor directly			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, Participant requests: <input type="checkbox"/> Check mailed to Contractor's address above <input checked="" type="checkbox"/> Payment wired to Contractor's Bank via wiring instructions above			



SECTION 5: RETAINAGE INFORMATION (if applicable)			
Retainage Amount for this Pay Application to be paid by SRF Funding Source identified in Section 2:			\$ 914
• Participant requests that retainage for this Pay Application be held by SRF			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Participant requests that retainage for this Pay Application be sent to Participant			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests: <input type="checkbox"/> Check mailed to Participant's address above <input type="checkbox"/> Retainage wired to Participant's Bank via wiring instructions above			
• Participant requests that retainage for this Pay Application be sent to Contractor's Escrow Bank			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests: <input type="checkbox"/> Check mailed to Escrow Bank's address above <input type="checkbox"/> Retainage wired to Escrow Bank via wiring instructions above			

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

### FOR INTERNAL USE ONLY:

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

**Contractor's Application for Payment**

<b>Owner:</b> <u>Town of Bristol</u> <b>Engineer:</b> <u>Jones Petrie Rafinski, Corp.</u> <b>Contractor:</b> <u>Phoenix Fabricators &amp; Erectors, LLC</u> <b>Project:</b> <u>Water System Improvements Project</u> <b>Contract:</b> <u>Contract B - Water Tower Construction</u>	<b>Owner's Project No.:</b> <u>n/a</u> <b>Engineer's Project No.:</b> <u>2023-0005</u> <b>Contractor's Project No.:</b> <u>4030</u>																								
<b>Application No.:</b> <u>ELEVEN</u> <b>Application Date:</b> <u>10/31/2025</u>																									
<b>Application Period:</b> <u>From</u> <u>10/1/2025</u> <u>to</u> <u>10/31/2025</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 5,750,000.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ (137,199.00)</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 5,612,801.00</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 3,004,927.79</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td>    a. <u>5%</u> X \$ <u>2,916,949.03</u> Work Completed</td><td style="text-align: right;">\$ 145,847.45</td></tr><tr><td>    b. <u>5%</u> X \$ <u>87,978.76</u> Stored Materials</td><td style="text-align: right;">\$ 4,398.94</td></tr><tr><td>    c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 150,246.39</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 2,854,681.40</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 2,837,314.59</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 17,366.81</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)</td><td style="text-align: right;">\$ 2,758,119.60</td></tr></table>		1. Original Contract Price	\$ 5,750,000.00	2. Net change by Change Orders	\$ (137,199.00)	3. Current Contract Price (Line 1 + Line 2)	\$ 5,612,801.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,004,927.79	5. Retainage		a. <u>5%</u> X \$ <u>2,916,949.03</u> Work Completed	\$ 145,847.45	b. <u>5%</u> X \$ <u>87,978.76</u> Stored Materials	\$ 4,398.94	c. Total Retainage (Line 5.a + Line 5.b)	\$ 150,246.39	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,854,681.40	7. Less previous payments (Line 6 from prior application)	\$ 2,837,314.59	8. Amount due this application	\$ 17,366.81	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 2,758,119.60
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<b>Contractor's Certification</b> 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.																									
<b>Contractor:</b> <u>Phoenix Fabricators &amp; Erectors, LLC</u>																									
<b>Signature:</b> <u></u> <b>Date:</b> <u>10/31/2025</u>																									
<b>Recommended by Engineer</b> <b>By:</b> <u></u> <b>Title:</b> <u>Senior Project Engineer</u> <b>Date:</b> <u>2025-11-03</u>	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								
<b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								

Total number of weather days for project: 0

# Progress Estimate - Lump Sum Work

# Contractor's Application for Payment

Owner: Town of Bristol  
Engineer: Jones Petrie Rafinski, Corp.  
Contractor: Phoenix Fabricators & Erectors, LLC  
Project: Water System Improvements Project  
Contract: Contract B - Water Tower Construction

Owner's Project No.: n/a  
Engineer's Project No.: 2023-0005  
Contractor's Project No.: 4030

Application No.:	ELEVEN	Application Period:	From	10/01/25	to	10/31/25	Application Date:	10/31/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	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) (\$)
Original Contract								
1	PROPOSED WATER TOWER CONSTRUCTION							
1.1	ENGINEERING	345,000.00	345,000.00	-		345,000.00	100%	-
1.2	PILES / DEEP FOUNDATION	335,000.00	335,000.00	-		335,000.00	100%	-
1.3	FOUNDATION	908,000.00	908,000.00	-		908,000.00	100%	-
1.4	YARD PIPING	200,000.00	-	-		-	0%	200,000.00
1.5	TANK SHAFT	1,026,000.00	1,026,000.00	-		1,026,000.00	100%	-
1.6	TANK MATERIAL / SHOP FABRICATION	582,000.00	107,949.03	-	87,978.76	195,927.79	34%	386,072.21
1.7	TANK DELIVERY	38,000.00	-	-		-	0%	38,000.00
1.8	TANK ERECTION	456,000.00	-	-		-	0%	456,000.00
1.9	TANK PAINTING	298,000.00	-	-		-	0%	298,000.00
2	EXISTING WATER TOWER DEMOLITION	120,000.00	-	-		-	0%	120,000.00
3	DEWATERING	65,000.00	-	-		-	0%	65,000.00
4	WATER TOWER INTERIOR IMPROVEMENTS	504,500.00	-	-		-	0%	504,500.00
4.1	TANK MIXING SYSTEM	12,500.00	-	-		-	0%	12,500.00
4.2	ELECTRICAL / CONTROLS	231,000.00	-	-		-	0%	231,000.00
4.3	DISINFECTION / TESTING / STARTUP	2,000.00	-	-		-	0%	2,000.00
5	EXISTING TOWER SITE RESTORATION	45,000.00	-	-		-	0%	45,000.00
6	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00	-	-		-	0%	220,000.00
7	FREEDOM POWDER SITE RESTORATION	75,000.00	-	-		-	0%	75,000.00
8	MOBILIZATION / DEMOBILIZATION	115,000.00	23,000.00	-		23,000.00	20%	92,000.00
8.1	BONDS / INSURANCE	172,000.00	172,000.00	-		172,000.00	100%	-
Original Contract Totals		\$ 5,750,000.00	\$ 2,916,949.03	\$ -	\$ 87,978.76	\$ 3,004,927.79	52%	\$ 2,745,072.21
Change Orders								
CO1	DER SITE IMP. & RESTORATION MODIFIED TANK/CHLORINE TANK/A	(137,199.00)		-		-	0%	(137,199.00)
				-		-	0%	-
				-		-	0%	-
Change Order Totals		\$ (137,199.00)	\$ -	\$ -	\$ -	\$ -	0%	\$ (137,199.00)
Original Contract and Change Orders								
Project Totals		\$ 5,612,801.00	\$ 2,916,949.03	\$ -	\$ 87,978.76	\$ 3,004,927.79	54%	\$ 2,607,873.21
Total number of weather days for project: 0								

**NUCOR STEEL BRANDENBURG**

Federal Tax ID #13-1860817

Brandenburg, KY 40108

**INVOICE**

Invoice Number: 41031035490

Invoice Date: 10/03/2025

Page Number: Page 1 of 3

**Remit To:** Nucor Steel Brandenburg  
PO Box 931748  
Atlanta, GA 31193-1748 US**Customer No.:** 12496**Bill To:**PHOENIX FABRICATORS AND ERECTORS  
182 S CR 900 E  
AVON, IN 46123 US**Ship To:**PHOENIX FABRICATORS AND ERECTORS LLC  
1329 US HWY 41 N  
SEBREE, KY 42455 US

Credit Terms		BOL Number	Ship Date	Trip Number	Ship Terms		Ship Mode	
.5% 10 Days, Net 30		BOL-2184240	10/03/2025	2145809	Customer Pick Up		CP-Truck-Truck Standard	
Customer PO		INCOTERMS	Vehicle Number		Carrier			
0004388		EXW	2145809-046		Nucor CPU Carrier			
Line	Material ID	Description		Quantity	Unit	Price	Unit	Amount
1	500253067	Plate: A36 0.3750" Nom x 120.0000" Min x 266.0000" Min, Hot Rolled, Mill Edge  SO/Line: 50009332 / 5 Item: 1180646 LPN#: 500253067Y1F LPN#: 500253067Z1F Customer Part: P3/8X120X266  Base Price: \$54.000  Material Charges:		6,789.40 2.00	LBS PCS			
						\$54.000	CWT	\$3,666.28
2	500253071	Plate: A36 0.3750" Nom x 120.0000" Min x 266.0000" Min, Hot Rolled, Mill Edge  SO/Line: 50009332 / 5 Item: 1180646 LPN#: 500253071W1E LPN#: 500253071W1F LPN#: 500253071W1G LPN#: 500253071X1E LPN#: 500253071X1F LPN#: 500253071X1G Customer Part: P3/8X120X266  Base Price: \$54.000  Material Charges:		20,368.20 6.00	LBS PCS			
						\$54.000	CWT	\$10,998.84
3	500253068	Plate: A36 0.3750" Nom x 120.0000" Min x 266.0000" Min, Hot Rolled, Mill Edge  SO/Line: 50009332 / 5 Item: 1180646 LPN#: 500253068U1F Customer Part: P3/8X120X266  Base Price: \$54.000  Material Charges:		3,394.70 1.00	LBS PCS			
						\$54.000	CWT	\$1,833.14

CUSTOMER ORIGINAL INVOICE

Fax: ()

www.nucornow.com

Phone: (270) 422-8200



**NUCOR STEEL BRANDENBURG**

Federal Tax ID #13-1860817

Brandenburg, KY 40108

## INVOICE

Invoice Number: 41031035490

Invoice Date: 10/03/2025

Page Number: Page 2 of 3

### INVOICE NOTES

Total Weight: 30,552.30 LBS  
15.2760 TON

*If your check for payment in FULL for this Invoice is **POSTMARKED**  
on or before **October 13, 2025**, your discount is **\$82.49**.  
The proper amount of payment would be **\$16,415.77**.  
NO DISCOUNT ON TAX OR FREIGHT*

<b>Sub-Total</b>	<b>\$16,498.26</b>
Tax	0.00
<b>Invoice Total</b>	<b>\$16,498.26</b>
	US Dollar

**Melted and Manufactured in the United States of America**

**THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS, ON THE REVERSE SIDE HEREOF**

CUSTOMER ORIGINAL INVOICE

Fax: ()

[www.nucornow.com](http://www.nucornow.com)

Phone: (270) 422-8200

Federal Tax ID #13-1860817

Brandenburg, KY 40108

**TERMS AND CONDITIONS OF SALE**

All sales by the Nucor entity (or entities) named on the applicable sales order acknowledgement ("Nucor") are made subject to the following terms and conditions. Nucor expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Nucor's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer may be accepted only upon issuance of Nucor's sales order acknowledgement.

1. Except as otherwise agreed in a writing signed by Buyer and Nucor, the applicable Nucor sales order acknowledgement, together with these terms and conditions constitute the entire agreement between Nucor and Buyer relating to the sale of such goods by Nucor. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Nucor and Buyer expressly agree that Nucor may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.
2. The purchase price of the goods shall be as stated on the face of the applicable Nucor sales order acknowledgement; provided, however, that if Nucor announces a general price increase, the purchase price shall be revised to include such price increase. Nucor may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Nucor periodically to reflect a change in such costs.
3. Buyer cannot modify, cancel, or otherwise alter orders without Nucor's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Nucor against loss.
4. All deliveries are EXW (Incoterms 2020) loaded Nucor shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax is subject to any discount. Title and risk of loss pass upon delivery. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Nucor's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. Nucor reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor resulting from any acts or omissions of any carrier, broker, or other transportation provider (including any such entity's personnel) engaged by Buyer or its agents.
5. Delivery dates are approximate. Nucor shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Nucor's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.
6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, NUCOR WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE NUCOR SALES ORDER ACKNOWLEDGEMENT. NUCOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. No claim for damages for goods that do not conform to specifications will be allowed unless Nucor is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them or otherwise provided evidence of the claim in accordance with Nucor's then-current claims policy. Goods for which damages are claimed shall not be returned, repaired, or discarded without Nucor's written consent. In the event Nucor consents to a return of any goods, Buyer shall follow Nucor's then-current return policy. In the event of any conflict between these terms and conditions and the terms and conditions of Nucor's claims policy and/or return policy, these terms and conditions shall govern. BUYER'S EXCLUSIVE REMEDY AGAINST NUCOR, AND NUCOR'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO NUCOR'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT NUCOR'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL NUCOR HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL NUCOR HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.
8. Nucor may, at its sole discretion, assign any Nucor credit manager to Buyer's account. All credit information supplied to Nucor will be available for use by any Nucor affiliate and/or subsidiary for the purpose of determining creditworthiness. If, in Nucor's opinion, Buyer's credit becomes impaired, Nucor may suspend performance until such time as Nucor has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Nucor suspends performance and later proceeds with such order, Nucor shall be entitled to such extension of time for performance as is necessitated by the suspension.
9. All taxes, duties, tariffs or any other charges of any kind levied by any federal, state, municipal or other governmental authority that are required to be collected or paid with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes, duties, tariffs or other charges and further agrees to reimburse Nucor for any such payments made by Nucor.
10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by Nucor against any amount owing by Buyer with full reservation of all of Nucor's rights, without an accord and satisfaction of Buyer's liability.
11. In the event Buyer fails to make payment to Nucor, or any affiliate of Nucor, of any amounts due and owing to Nucor or such affiliate (including any applicable surcharge or freight charge), Nucor shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Nucor or any affiliate thereof may terminate any other agreement between Nucor or such affiliate and Buyer. Nucor may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Nucor shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Nucor, including its reasonable attorneys' fees.
12. This agreement shall be governed by the laws of the state in which Nucor's shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation that may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.
13. **APPLICABLE ONLY FOR SALES OR REALES INTO THE STATE OF CALIFORNIA:** Proposition 65 warnings are required by California law. Buyer acknowledges that Nucor's goods may result in an exposure to chemicals, including lead and lead compounds, that are alleged by the State of California to cause cancer, birth defects and/or other reproductive harm. Buyer is responsible for complying with California law regarding providing Proposition 65 notices to any customers in the State of California and shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor as a result of Buyer's failure to comply with Proposition 65. For more information, please go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).
14. Nucor reserves the right to enforce these terms and conditions at any time, and none shall be deemed waived unless such waiver is in writing and signed by a duly authorized officer of Nucor. All rights and remedies granted to Nucor herein are in addition to all remedies available at law or in equity.

CHAR21683646v12

Rev. 6/20

CUSTOMER ORIGINAL INVOICE

Fax: ()

[www.nucornow.com](http://www.nucornow.com)

Phone: (270) 422-8200



NUCOR STEEL BRANDENBURG

Federal Tax ID #13-1860817

Brandenburg, KY 40108

## INVOICE

Invoice Number: 41031035166

Invoice Date: 09/26/2025

Page Number: Page 1 of 2

**Remit To:** Nucor Steel Brandenburg  
PO Box 931748  
Atlanta, GA 31193-1748 US

**Customer No.:** 12496

**Bill To:**

PHOENIX FABRICATORS AND ERECTORS  
182 S CR 900 E  
AVON, IN 46123 US

**Ship To:**

PHOENIX FABRICATORS AND ERECTORS LLC  
1329 US HWY 41 N  
SEBREE, KY 42455 US

Credit Terms		BOL Number	Ship Date	Trip Number	Ship Terms		Ship Mode	
.5% 10 Days, Net 30		BOL-2172110	09/26/2025	2133563	Customer Pick Up		CP-Truck-Truck Standard	
Customer PO		INCOTERMS	Vehicle Number		Carrier			
0004388		EXW	2133563-046		Nucor CPU Carrier			
Line	Material ID	Description		Quantity	Unit	Price	Unit	Amount
1	500252921	Plate: A36 0.5000" Nom x 120.0000" Min x 194.0000" Min, Hot Rolled, Mill Edge  SO/Line: 50009332 / 2 Item: 1180647 LPN#: 500252921Z1D Customer Part: P1/2X120X194  Base Price: \$54.000  Material Charges:		3,301.10 1.00	LBS PCS			
						\$54.000	CWT	\$1,782.59

### INVOICE NOTES

Total Weight: 3,301.10 LBS  
1.6510 TON

If your check for payment in FULL for this Invoice is **POSTMARKED**  
on or before **October 06, 2025**, your discount is **\$8.91**.  
The proper amount of payment would be **\$1,773.68**.  
**NO DISCOUNT ON TAX OR FREIGHT**

Sub-Total \$1,782.59  
Tax 0.00  
Invoice Total \$1,782.59  
US Dollar

Melted and Manufactured in the United States of America  
THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS, ON THE REVERSE SIDE HEREOF

CUSTOMER ORIGINAL INVOICE

Fax: {}

www.nucornow.com

Phone: (270) 422-8200

**TERMS AND CONDITIONS OF SALE**

All sales by the Nucor entity (or entities) named on the applicable sales order acknowledgement ("Nucor") are made subject to the following terms and conditions. Nucor expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Nucor's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer may be accepted only upon issuance of Nucor's sales order acknowledgement.

1. Except as otherwise agreed in a writing signed by Buyer and Nucor, the applicable Nucor sales order acknowledgement, together with these terms and conditions constitute the entire agreement between Nucor and Buyer relating to the sale of such goods by Nucor. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Nucor and Buyer expressly agree that Nucor may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. The purchase price of the goods shall be as stated on the face of the applicable Nucor sales order acknowledgement; provided, however, that if Nucor announces a general price increase, the purchase price shall be revised to include such price increase. Nucor may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Nucor periodically to reflect a change in such costs.

3. Buyer cannot modify, cancel, or otherwise alter orders without Nucor's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Nucor against loss.

4. All deliveries are EXW (Incoterms 2020) loaded Nucor shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax is subject to any discount. Title and risk of loss pass upon delivery. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Nucor's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. Nucor reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor resulting from any acts or omissions of any carrier, broker, or other transportation provider (including any such entity's personnel) engaged by Buyer or its agents.

5. Delivery dates are approximate. Nucor shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Nucor's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, NUCOR WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE NUCOR SALES ORDER ACKNOWLEDGEMENT. NUCOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless Nucor is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them or otherwise provided evidence of the claim in accordance with Nucor's then-current claims policy. Goods for which damages are claimed shall not be returned, repaired, or discarded without Nucor's written consent. In the event Nucor consents to a return of any goods, Buyer shall follow Nucor's then-current return policy. In the event of any conflict between these terms and conditions and the terms and conditions of Nucor's claims policy and/or return policy, these terms and conditions shall govern. BUYER'S EXCLUSIVE REMEDY AGAINST NUCOR, AND NUCOR'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO NUCOR'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT NUCOR'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL NUCOR HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL NUCOR HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8. Nucor may, at its sole discretion, assign any Nucor credit manager to Buyer's account. All credit information supplied to Nucor will be available for use by any Nucor affiliate and/or subsidiary for the purpose of determining creditworthiness. If, in Nucor's opinion, Buyer's credit becomes impaired, Nucor may suspend performance until such time as Nucor has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Nucor suspends performance and later proceeds with such order, Nucor shall be entitled to such extension of time for performance as is necessitated by the suspension.

9. All taxes, duties, tariffs or any other charges of any kind levied by any federal, state, municipal or other governmental authority that are required to be collected or paid with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes, duties, tariffs or other charges and further agrees to reimburse Nucor for any such payments made by Nucor.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by Nucor against any amount owing by Buyer with full reservation of all of Nucor's rights, without an accord and satisfaction of Buyer's liability.

11. In the event Buyer fails to make payment to Nucor, or any affiliate of Nucor, of any amounts due and owing to Nucor or such affiliate (including any applicable surcharge or freight charge), Nucor shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Nucor or any affiliate thereof may terminate any other agreement between Nucor or such affiliate and Buyer. Nucor may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Nucor shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Nucor, including its reasonable attorneys' fees.

12. This agreement shall be governed by the laws of the state in which Nucor's shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation that may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. **APPLICABLE ONLY FOR SALES OR REALES INTO THE STATE OF CALIFORNIA:** Proposition 65 warnings are required by California law. Buyer acknowledges that Nucor's goods may result in an exposure to chemicals, including lead and lead compounds, that are alleged by the State of California to cause cancer, birth defects and/or other reproductive harm. Buyer is responsible for complying with California law regarding providing Proposition 65 notices to any customers in the State of California and shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor as a result of Buyer's failure to comply with Proposition 65. For more information, please go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

14. Nucor reserves the right to enforce these terms and conditions at any time, and none shall be deemed waived unless such waiver is in writing and signed by a duly authorized officer of Nucor. All rights and remedies granted to Nucor herein are in addition to all remedies available at law or in equity.

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