ACORD

CERTIFICATE OF PROPERTY INSURANCE

OP ID: RM
DATE (MM/DD/YYYY) 09/13/2016

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
First Advantage Insurance
P.O. Box 302
Boonville, IN 47601
Rita McConnell

CONTACT NAME: Rita McConnell
PHONE (A/C, No, Ext): 812-897-8100 | FAX (A/C, No): 812-897-8110
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: WARRI-6

INSURED
Warrick County Commissioners
107 W Locust St Ste 301
Boonville, IN 47601

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GIE (Governmental Interinsura	
INSURER B : CHUBB	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lanier Copier Serial #: WCC-8601 - Located: Warrick County Commissioners, 107 W Locust St, Boonville, IN 47601

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.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
B	X PROPERTY		3590-35-62 STL	01/01/2016	01/01/2017	BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	$
	BASIC	BUILDING				BUSINESS INCOME	$
	BROAD	Contents				EXTRA EXPENSE	$
	X SPECIAL					RENTAL VALUE	$
	EARTHQUAKE					BLANKET BUILDING	$
	WIND					X BLANKET PERS PROP	$ 3,986,949
	FLOOD					BLANKET BLDG & PP	$
							$
	INLAND MARINE		TYPE OF POLICY				$
	CAUSES OF LOSS						$
	NAMED PERILS		POLICY NUMBER				$
	CRIME						$
	TYPE OF POLICY						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						$
							$
						B ID# WCC-8601	$ 8,000
							$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
US Bank Equipment Finance as loss lender's payee

CERTIFICATE HOLDER
U.S. Bank Equipment Finance
1310 Madrid St
Marshall, MN 56258

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rita McConnell

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WARRICK COUNTY, INDIANA

EMPLOYEE HANDBOOK-UPDATES

1.3.4 Testing

The County is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants may be asked to provide samples (*e.g.*, breath, urine) to determine the illicit use of unauthorized substances, including but not limited to marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, THC, phencyclidine (PCP), methadone, oxycodone, propoxyphene and any other substance as may be determined from time to time. The County will attempt to protect the confidentiality of all drug test results. However, these records may be released if compelled by law or judicial or administrative process.

Drug tests may be conducted in the following situations:

(1) **Pre-Employment, Post-Offer**. New employees who are made a conditional offer of employment will generally be required to successfully complete a drug test prior to commencing employment. Forms required to complete the test are available through the Drug & Alcohol Testing Coordinator for the County.

(2) **Reasonable Suspicion Testing**. Employees will be required to submit to alcohol and/or drug testing whenever their supervisor/department head has a reasonable suspicion based on the employees' behavior or physical symptoms or reactions upon the supervisor/department head's request. Refusal to consent will be construed as a positive result and the employee will be subject to discipline up to and including immediate dismissal.

(3) **Post-Accident Testing**. An employee involved in a work-related accident which results in either the death or injury of persons, or damage to property may – at the discretion of the County – be required to undergo post-accident testing, based upon the particular facts and circumstances. All testing must be completed within the following: drug test within thirty-two (32) hours of the accident; alcohol test within eight (8) hours of the accident. The employee involved should abstain from using alcohol until after the determination is made.

(4) **Return to Duty and Follow-Up Testing**. These tests may be done in appropriate situations at the County's discretion, such as a return to work pursuant to a Last Chance Agreement. Any further confirmed positive results will result in dismissal from employment.

(5) **Commercial Drivers License/Safety Sensitive Positions Testing**. The County is committed to compliance with the Federal Motor Carrier Safety Regulations. County personnel whose job descriptions require them to possess a commercial driver's license ("CDL") must (a) pass all required written, driving and health tests or examinations (b) maintain a good driving record such as not to be subject to any license suspensions or forfeitures, or not to be subject to any adverse actions by the County's liability insurance carrier, including but not limited to, a determination not to provide coverage for such employee or to provide coverage only upon an increased premium over what the County pays for others with a CDL (c) maintain the CDL so long as it is required by the employees' job description and (d) are subject to random testing and alcohol testing.

Additionally, County personnel whose job descriptions require them to possess a CDL must inform the County of any therapeutic drug use. If a County CDL driver is prescribed a controlled substance by his or her physician, then he or she may not drive a CMV for the County until (a) he or she is no longer taking said controlled substance, or (b) he or she provides the County with a Commercial Motor Vehicle Driver Prescription Use Form signed by a medical examiner which states that the substances in the CDL driver's prescription will not adversely affect said driver's ability to safely operate a commercial motor vehicle.

Employees who are not required to hold a CDL but who hold safety-sensitive positions, including any public safety position, may also be subject to random drug and alcohol testing. This includes truck drivers, light equipment operators, heavy equipment operators, mechanics, parts room personnel, fuel truck driver, sign personnel, laborers, dispatchers, and management staff, whether they are full-time, part-time or volunteer.

3.7 Overtime and Comp Time

Federal and state law require employers to pay non-exempt employees one-and-a-half times their regular rate of pay in overtime compensation when such employees work more than forty (40) hours during a work week. Accordingly, the County will pay overtime compensation to non-exempt employees whose Actual Hours Worked exceeds 40 hours in a work week.

Highway Department employees who are called in to work after the normal work schedule, as defined in Section 3.2, will be compensated for a minimum of four (4) hours at his or her regular rate of compensation. Highway Department employees who are called in to work on Sundays or on holidays shall be compensated for a minimum of four (4) hours at two (2) times the employee's regular rate of compensation.

With prior approval of their department head, and subject to Section 4.10 on worker's compensation benefits, employees whose Actual Hours Worked exceed 40 hours in a work week shall take any hours that they work in excess of 40 hours as comp time. Comp time shall be earned at a rate of one and one-half (1½) times the Actual Hours Worked over 40 hours in a work week. By way of example: if an employee has a total of 44 Actual Hours Worked in a work week (4 hours overtime) that employee is entitled to 6 hours (1 ½ times 4 hours) of comp time. Employees can accrue a maximum of 240 hours of comp time per calendar year. Employees who accrue comp time shall use it or claim it on their time sheet for compensation at their regular rate within six (6) weeks of the date on which it accrues. Employees who do not use comp time within six (6) weeks will no longer be able to use it. Failure to claim unused comp time on their time sheet within six (6) weeks of said time accruing may result in forfeiture of said time.

For purposes of this section and unless otherwise stated, "Actual Hours Worked" shall mean the hours an employee is actually working and does not include time spent on lunch or break, vacation, or sick days.

4.0 Vacation

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to take vacation time as described in this policy, subject to Section 4.10 on worker's compensation benefits, except that the Sheriff's Merit Board regulations regarding vacations shall prevail over this policy. The amount of paid vacation time employees are eligible to take shall increase with the length of continuous service.

Once employees enter an eligible employment classification, they may take vacation time according to the below schedule. An employee shall be entitled to use vacation time during the calendar year earned according to the following schedule:

Years of Continuous Service	Vacation Earned
6 months	5 working days*
1 years	10 working days
7 years	15 working days
10 years	20 working days
20 years	25 working days

*New employees hired on or before June 15th are eligible to take five (5) working days of vacation during the remainder of that calendar year. Employees hired on or after June 16th will receive ten (10) working days of vacation at the beginning of the next calendar year and may use five (5) of these days after they complete six (6) months of employment.

To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees must take them in the benefit year – measured from the employee's anniversary date with the County – or they will be forfeited unless approved by the Board of Commissioners. However, employees with twenty-five (25) working days of vacation shall have the right to "sell" up to and including ten (10) working days of their vacation to the County. Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

For accounting purposes, vacation time will be reflected at the beginning of each calendar year.

5.3 Use of County Equipment and Vehicles

When using County property – including cellular telephones – employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines. Employees should notify their supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer questions regarding an employee's responsibility for maintenance and care of equipment or vehicles used on the job. Employees operating County vehicles shall maintain the ability to legally operate assigned vehicles. County-owned vehicles shall not be driven out of Warrick County unless they are being used for official County business. Any employee operating County vehicles or equipment that is involved in an accident that

results in injuries and/or property damage shall immediately report said accident to (a) the appropriate law enforcement agency and (b) the employee's supervisor. Failure to do so may result in disciplinary action.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, including discharge.

6.0 Employee Conduct and Work Rules

All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the County's business. Any employee who deviates from these rules and standards will be subject to disciplinary action, up to and including termination of employment.

Our goal is to provide quality service to the residents of the Warrick County. Your actions toward fellow employees and the general public directly affect the public's perception of the County's ability to effectively manage County services. You are expected to treat all employees and the general public with courtesy, fairness, and impartiality. There should be no intentional or unintentional conflicts between your interests and the interests of the public.

In order for Warrick County to serve the publics best interest, no employee should accept gifts or gratuities from firms, organizations, agents, or other individuals who may or do conduct business with Warrick County. You should always maintain confidentiality in situations regarding fellow employees as well as other matters affiliated with the County.

The County respects the privacy interests of its employees and recognizes their right to conduct their personal lives free from interference from the County. Nonetheless, keep in mind that even while off duty employees represent the County and should strive to preserve the County's reputation. Certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence his or her standing as a County employee. Any employee who engages in criminal conduct or other serious misconduct off-duty may be subject to disciplinary action by the County, including termination of employment.

ACCOUNTS PAYABLE VOUCHER REGISTER
WARRICK COUNTY INDIANA
Government Unit SEPTEMBER 12TH, 2016

1	Fund: 1000 GENERAL	
2		
3	Department: 101 CLERK OF CIRCUIT COURT	
4		
5	AMERICAN STAMP & MARKING PRODUCTS	83.25
6		
7	OFFICE DEPOT, INCORPORATED	127.27
8		
9	STAPLES ADVANTAGE	47.64
10		
11	101 CLERK OF CIRCUIT COURT Total:	258.16
12		
13	Department: 102 COUNTY AUDITOR	
14		
15	AMERICAN STAMP & MARKING PRODUCTS	109.96
16		
17	AWARD WORLD	30.00
18		
19	102 COUNTY AUDITOR Total:	139.96
20		
21	Department: 104 COUNTY RECORDER	
22		
23	OFFICE DEPOT, INCORPORATED	193.13
24		
25	104 COUNTY RECORDER Total:	193.13
26		
27	Department: 105 COUNTY ASSESSOR	
28		
29	B-HIVE PRINTING	19.21
30		
31	OFFICE DEPOT, INCORPORATED	163.47
32		
33	105 COUNTY ASSESSOR Total:	182.68
34		
35	Department: 112 COURTHOUSE & ANNEX	
36		
37	ARAB	165.00
38		
39	ARCHITECTURAL SALES, INC.	108.00
40		
41	FEDERAL FIRE & SECURITY LLC	840.00
42		
43	THE MURPHY ELEVATOR CO INC	275.91
44		
45	TRI-STATE LIGHTING & SUPPLY	429.72
46		
47	112 COURTHOUSE & ANNEX Total:	1,818.63
48		
49	Department: 113 COUNTY SHERIFF	
50		
51	B-HIVE PRINTING	210.55
52		
53	RAY O'HERRON COMPANY INC.	360.44
54		
55	SIEGELS	162.94
56		
57	ST. MARY'S OCCUPATIONAL	160.00
58		
59	THE LANG COMPANY	118.81
60		
61	WABASH VALLEY SERVICE CO	7,550.49

WARRICK CO JAIL COMMISSARY	1,398.17
WEX BANK (WRIGHT EXPRESS)	264.52
113 COUNTY SHERIFF Total:	10,225.92
Department: 114 JAIL	
AIGNER HARDWARE	76.12
AMERICAN DENTAL SERVICE PC	1,465.00
ARAB	45.00
BOB BARKER COMPANY INC.	464.29
BUMPER TO BUMPER / BTB CHANDLER	90.71
CULLIGAN OF EVANSVILLE	436.75
EMERGENCY PROF OF INDIANA PC	183.88
EVANSVILLE RADIOLOGY PC	92.19
GEM CHEMICAL COMPANY, INC.	434.97
GUARDIAN ASSET PROTECTION, INC	1,097.52
INDEPENDENT HEALTH SERVICES INC	2,080.57
KENWAY DISTRIBUTORS INC	473.22
PLUMBERS SUPPLY CO INC	281.20
SIEGELS	280.00
SOUTHERN IN IMAGING CONSULTING	103.82
ST. MARY'S WARRICK HOSPITAL	6,016.85
TRISTATE PATHOLOGY ASSOCIATES	150.81
WARRICK CO JAIL COMMISSARY	38.66
114 JAIL Total:	13,813.55
Department: 115 AREA PLAN COMMISSION	
OFFICEMAX INCORPORATED	174.53
WARRICK PUBLISHING CO	44.63
115 AREA PLAN COMMISSION Total:	219.16
Department: 116 COMMISSIONERS	
ADAMS, STEPHEN	100.00
ALEXANDER NEWBURGH CHAPEL	100.00
ALPHA LASER SERVICES	148.01
ARAMARK	32.96
BOONE FUNERAL HOME	100.00
BUMPER TO BUMPER / BTB CHANDLER	75.95
J & J SUPPLY INC.	30.00
KOEHLER FUNERAL HOME, INC.	100.00
OFFICE DEPOT, INCORPORATED	97.07
PALMER CHEMICAL & EQUIPMENT CO. INC.	0.00
WARRICK PUBLISHING CO	107.51
ZIEMER EAST CHAPEL	100.00
116 COMMISSIONERS Total:	991.50
Department: 118 EMERGENCY MANAGEMENT AGENCY	
R&L ELECTRONICS	355.70
THE LANG COMPANY	9.48
118 EMERGENCY MANAGEMENT AGENCY Total:	365.18
Department: 121 EXTENSION SERVICE	
PURDUE CES FUND-WARRICK COUNTY	545.12
PURDUE UNIVERSITY	532.84
121 EXTENSION SERVICE Total:	1,077.96
1000 GENERAL Total:	20,285.83
Fund: 1119 CLERK'S RECORDS PERPETUATION	
Department:	
RICOH USA INC	32.92
	32.92
1119 CLERK'S RECORDS PERPETUATION Total:	32.92
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
ALPHA LASER SERVICES	12.71
SENTINEL OFFENDER SERVICES LLC	381.10
000 W.C. COMMUNITY CORRECTIONS Total:	393.81
1122 COMMUNITY CORRECTIONS Total:	393.81
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
HARSHAW TRANE SERVICE INC.	1,539.00
	1,539.00
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	1,539.00
Fund: 1141 CUMULATIVE DRAINAGE	
Department: 000 DEPARTMENT	
WARRICK COUNTY TREASURER	151.57
000 DEPARTMENT Total:	151.57
1141 CUMULATIVE DRAINAGE Total:	151.57
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
EVER-CLEAN SERVICES, INC.	240.65
HAFER ASSOCIATES INC.	4,200.00
J & J SUPPLY INC.	21,044.54
OFFICE DEPOT, INCORPORATED	67.39
PATRICK OWENS	150.00
PATRIOT ENGINEERING & ENVIRONMENTAL IN	1,517.73
RICOH USA INC	32.80
STEMALY EXCAVATING	210.00
	27,463.11
1149 ECONOMIC DEVELOPMENT FEE Total:	27,463.11
Fund: 1156 FIREARMS TRAINING	
Department:	
TREASURER OF STATE	40.00
WARRICK CO JAIL COMMISSARY	619.78
	659.78
1156 FIREARMS TRAINING Total:	659.78
Fund: 1159 HEALTH	
Department:	
AIGNER HARDWARE	22.25
B-HIVE PRINTING	101.96
HOOSIER BUSINESS MACHINES INC.	25.87
QUILL CORPORATION	189.84
STANDARD REGISTER COMPANY	740.87
WARRICK CO. SOLID WASTE MGMT DISTRICT	40.00
	1,120.59
1159 HEALTH Total:	1,120.59
Fund: 1168 LOCAL HEALTH MAINTENANCE	
Department:	
GLAXOSMITHKLINE PHARMACEUTICALS	656.70

1168 LOCAL HEALTH MAINTENANCE Total:	856.70 856.70
Fund: 1169 LOCAL ROAD & STREET	
Department:	
AIGNER HARDWARE	42.05
ARAMARK	47.04
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	400.96
ERB EQUIPMENT COMPANY	725.99
ERS WIRELESS COMMUNICATIONS	135.00
FRONTIER COMMUNICATIONS	150.91
GEM CHEMICAL COMPANY, INC.	151.76
HERITAGE-CRYSTAL CLEAN LLC	294.01
HERR'S BODY SHOP	10,694.06
MEYER TRUCK EQUIPMENT	24.40
MIDGE SMITH	0.00
PERFECTION HYDRAULICS, INC.	586.11
SISCO'S AMERICAN HOSE & HYDRAULICS	210.32
SOUTHEASTERN EQUIPMENT CO.,INC	3,000.00
WABASH VALLEY SERVICE CO	7,396.36
WARRICK AUTOMOTIVE SUPPLY	1,086.81
1169 LOCAL ROAD & STREET Total:	24,945.78 24,945.78
Fund: 1176 MOTOR VEHICLE HIGHWAY	
Department: 102 MAINTENANCE & REPAIR	
MULZER CRUSHED STONE, INC.	71,456.78
102 MAINTENANCE & REPAIR Total:	71,456.78
Department: 104 ENGINEERING DEPARTMENT	
ALPHA LASER SERVICES	71.12
104 ENGINEERING DEPARTMENT Total:	71.12
1176 MOTOR VEHICLE HIGHWAY Total:	71,527.90
Fund: 1189 RECORDER RECORDS PERPETUATION	
Department:	
OFFICE DEPOT, INCORPORATED	90.19
SPECTRA ASSOCIATES, INC	205.95
1189 RECORDER RECORDS PERPETUATION Total:	296.14 296.14
Fund: 1197 STORM WATER MANAGEMENT OPER	
Department:	
AIGNER HARDWARE	16.45
B-HIVE PRINTING	11.90
CASH WAGGNER & ASSOCIATES PC	1,500.00
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	1,973.14
GRAINGER	150.66
J & J SUPPLY INC.	9,915.32
WARRICK CO. SOLID WASTE MGMT DISTRICT	146.80
1197 STORM WATER MANAGEMENT OPER Total:	13,723.27 13,723.27
Fund: 1215 ELECTION AND REGISTRATION	
Department: 000 ELECTION AND REGISTRATION	
OFFICE DEPOT, INCORPORATED	780.00
RICOH USA INC	30.99
STAPLES ADVANTAGE	352.35
000 ELECTION AND REGISTRATION Total:	1,163.34
1215 ELECTION AND REGISTRATION Total:	1,163.34
Fund: 1219 PARK & RECREATION	
Department:	
A-1 POWER LLC	33.57
AIGNER HARDWARE	42.10
BOONVILLE LAWN AND GARDEN INC.	351.08
BYERS HTG & AIR	344.38
GEM CHEMICAL COMPANY, INC.	350.51
LAW CHEVROLET BUICK PONTIAC	62.25
NIX SANITARY SERVICE	130.00
O'REILLY AUTO PARTS	59.92
SISCO REPAIR	1,179.94
THE HOME CITY ICE COMPANY	97.52
TOWN AND COUNTRY POOLS	366.59
UNIFIRST CORPORATION	88.58
WARRICK CO DEPT OF PARKS & REC	900.74
WARRICK COUNTY TREASURER	764.62
1219 PARK & RECREATION Total:	4,771.80 4,771.80
Fund: 1224 REASSESSMENT	
Department:	
WARRICK COUNTY TREASURER	21.88
1224 REASSESSMENT Total:	21.88 21.88
Fund: 2502 LAW ENFORCEMENT CONT ED	
Department:	
CITY OF BOONVILLE	793.00
2502 LAW ENFORCEMENT CONT ED Total:	793.00 793.00
Fund: 4009 SHERIFF SALE ADMINISTRATION	
Department:	
LIEBERMAN TECHNOLOGIES	1,600.00
4009 SHERIFF SALE ADMINISTRATION Total:	1,600.00 1,600.00
Fund: 4105 K-9/SHERIFF DONATIONS	
Department:	
EAST PINES ANIMAL CLINIC INC	136.42
PET FOOD CENTER	123.98
WARRICK CO JAIL COMMISSARY	279.99
4105 K-9/SHERIFF DONATIONS Total:	540.39 540.39
Fund: 4501 TIF-EPWORTH ROAD	
Department:	
WARRICK WELLNESS PATHWAYS	354.69
4501 TIF-EPWORTH ROAD Total:	354.69 354.69
Fund: 4502 TIF-STATE ROAD 62	
Department:	
WARRICK WELLNESS PATHWAYS	354.68
4502 TIF-STATE ROAD 62 Total:	354.68 354.68

Fund: 4903 EDIT-CONSTRUCTION		
Department:		
	LOCHMUELLER GROUP	20,865.30
	METZGER CONSTRUCTION CO INC.	113,254.13
	ROADSAFE TRAFFIC SYSTEMS INC	30,744.12
		164,863.55
	4903 EDIT-CONSTRUCTION Total:	164,863.55
Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT		
Department:		
	EVIDENT, INC.	95.00
	WARRICK CO JAIL COMMISSARY	35.61
		130.61
	4907 WARRICK COUNTY LAW ENFORCEMENT Total:	130.61
Fund: 4908 BUILDING COMMISSION		
Department:		
	OFFICE DEPOT, INC	83.28
		83.28
	4908 BUILDING COMMISSION Total:	83.28
Fund: 5251 UNIFORMS		
Department:		
	ARAMARK	37.50
		37.50
	5251 UNIFORMS Total:	37.50
Fund: 8501 20.205 LINCOLN AVE		
Department:		
	LOCHMUELLER GROUP	2,233.32
		2,233.32
	8501 20.205 LINCOLN AVE Total:	2,233.32
Fund: 8505 20.205 OAK GROVE R/W		
Department:		
	LOCHMUELLER GROUP	57,218.64
		57,218.64
	8505 20.205 OAK GROVE R/W Total:	57,218.64
Fund: 8899 93.563 CLERK IV-D INCENTIVE		
Department:		
	STAPLES ADVANTAGE	8.48

		8.48
8899 93.563 CLERK IV-D INCENTIVE Total:		8.48
Expense Total:	$	405,971.56
Courts and Manuals:	$	1,085,808.88
GRAND TOTAL:	$	1,491,780.44

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, ar
and correct and I have audited same in accordance with IC 5-11-10-1.6, SEPTEMBER 12TH, 2016.

IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of sign
each claim the governing body is allowing.

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisti
pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed
in the total amount of: $ 1,491,780.44

Dated this 12TH day of SEPTEMBER, 2016

Dan Williams

Mark Winkbit

Signatures of Governing Board

Debbie Stevens

DEBBIE STEVENS
Auditor of Warrick County Indiana

September 7, 2016 APChkrg1.rpt

Check History Register

12:14 PM Page 1 of 1

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53261	4361	WOW! BUSINESS	8/17/2016	FFS 01	257.87	Manual	Outstanding	4848
53279	7872	BOSTON MUTUAL LIFE INSURANCE CO	8/18/2016	FFS 01	2,046.64	Manual	Outstanding	4850
53280	98065	BENISTARHARTFORD-6795	8/18/2016	FFS 01	17,272.64	Manual	Outstanding	4850
53281	2616	MEDICAL BENEFITS ADMINISTRATORS, INC.	8/18/2016	FFS 01	100,844.25	Manual	Outstanding	4850
53282	4132	PAT BROOKS	8/18/2016	FFS 01	13.57	Check	Outstanding	4851
53283	3778	AT&T	8/18/2016	FFS 01	82.22	Check	Outstanding	4851
53284	10037	FINE & HATFIELD, PC	8/18/2016	FFS 01	5,047.50	Check	Outstanding	4851
53285	565	WARRICK COUNTY TREASURER	8/18/2016	FFS 01	328.45	Check	Outstanding	4851
53286	14095	AMERICAN FINANCIAL CREDIT SERVICES INC	8/18/2016	FFS 01	559.97	Check	Outstanding	4851
53287	19037	VECTREN ENERGY DELIVERY	8/18/2016	FFS 01	5,518.86	Check	Outstanding	4851
53288	7582	HILTON INDIANAPOLIS	8/18/2016	FFS 01	353.10	Check	Outstanding	4851
53289	19186	RETTINGER, MATTHEW AARON	8/18/2016	FFS 01	3.00	Check	Outstanding	4851
53290	15960	TIME WARNER CABLE	8/18/2016	FFS 01	452.21	Check	Outstanding	4851
53291	18197	FIRST BANKCARD	8/18/2016	FFS 01	259.31	Check	Outstanding	4851
53292	8745	SAM'S CLUB/GECRB	8/18/2016	FFS 01	24.45	Check	Outstanding	4851
53293	12406	TRACTOR SUPPLY CO	8/18/2016	FFS 01	51.98	Check	Outstanding	4851
53294	94987	INDIANA AMERICAN WATER	8/18/2016	FFS 01	21.94	Check	Outstanding	4851
53295	2758	INDIANAPOLIS MARRIOTT NORTH	8/18/2016	FFS 01	235.40	Check	Outstanding	4851
53296	12116	SQUEAKY CLEAN	8/18/2016	FFS 01	15.00	Check	Outstanding	4851
53297	18588	U.S. BANK	8/18/2016	FFS 01	43.56	Check	Outstanding	4851
53298	9417	ANGIE CHILDRESS	8/18/2016	FFS 01	235.03	Check	Outstanding	4851
53299	17710	CARD SERVICE CENTER	8/18/2016	FFS 01	640.87	Check	Outstanding	4851
53300	4361	WOW! BUSINESS	8/18/2016	FFS 01	122.00	Check	Outstanding	4851
53301	9880	DENNIS LOCKHART	8/18/2016	FFS 01	7.99	Check	Outstanding	4851
53302	8977	INDIANA OFFICE OF TECHNOLOGY	8/18/2016	FFS 01	125.44	Check	Outstanding	4851
53303	9028	INDIANA STATE POLICE TRNG.FUND	8/18/2016	FFS 01	3,221.00	Check	Outstanding	4851
53304	9003	I.C.O. TRAINING FUND	8/18/2016	FFS 01	438.00	Check	Outstanding	4851
				Total Checks -	138,220.23			

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
38	19198	MCDONALD LAW OFFICE	9/02/2016	PTS 01	350.00	Check	Outstanding	4873
39	19199	SONYA ADDINGTON	9/02/2016	PTS 01	50.00	Check	Outstanding	4873
40	19200	COLUMBIA TITLE, INC	9/02/2016	PTS 01	350.00	Check	Outstanding	4873
53309	18256	WARRICK COUNTY TREASURER	8/26/2016	FFS 01	30.78	Check	Outstanding	4854
53310	23037	THOMSON REUTERS	8/26/2016	FFS 01	852.24	Check	Outstanding	4854
53393	352	MAKEN CORPORATION	8/24/2016	FFS 01	1,525.00	Manual	Outstanding	4859
53394	19189	GOUGH, ANDREA L.	8/24/2016	FFS 01	54.00	Manual	Outstanding	4859
53395	15960	TIME WARNER CABLE	8/24/2016	FFS 01	178.61	Manual	Outstanding	4859
53396	19190	CONN, JEFFREY W.	8/24/2016	FFS 01	261.27	Manual	Outstanding	4859
53397	9318	SPRINT	8/24/2016	FFS 01	30.00	Manual	Outstanding	4859
53398	9318	SPRINT	8/24/2016	FFS 01	919.88	Manual	Outstanding	4859
53399	9318	SPRINT	8/24/2016	FFS 01	108.37	Manual	Outstanding	4859
53400	13404	FRONTIER	8/24/2016	FFS 01	294.08	Manual	Outstanding	4859
53401	1837	WARRICK COUNTY TREASURER	8/24/2016	FFS 01	268,560.14	Manual	Outstanding	4862
53402	3027	CLERK-TREASURER--BOONVILLE	8/24/2016	FFS 01	36,916.01	Manual	Outstanding	4862
53403	3028	CLERK-TREASURER--CHANDLER	8/24/2016	FFS 01	17,053.16	Manual	Outstanding	4862
53404	3029	CLERK-TREASURER--ELBERFELD	8/24/2016	FFS 01	3,693.97	Manual	Outstanding	4862
53405	3030	CLERK-TREASURER--LYNNVILLE	8/24/2016	FFS 01	5,248.39	Manual	Outstanding	4862
53406	3031	CLERK-TREASURER--NEWBURGH	8/24/2016	FFS 01	19,651.90	Manual	Outstanding	4862
53407	3032	CLERK-TREASURER--TENNYSON	8/24/2016	FFS 01	1,548.99	Manual	Outstanding	4862
53422	19192	NORD, GEORGE R & REBECCA L.	8/25/2016	FFS 01	43.58	Check	Outstanding	4863
53423	18145	FIRST BANKCARD	8/25/2016	FFS 01	11.74	Check	Outstanding	4863
53424	9318	SPRINT	8/25/2016	FFS 01	947.18	Check	Outstanding	4863
53425	13475	JBI CONSTRUCTION INC	8/25/2016	FFS 01	7,160.00	Check	Outstanding	4863
53426	1044	ASSOCIATION / INDIANA COUNTIES	8/25/2016	FFS 01	180.00	Check	Outstanding	4863
53427	7991	VERIZON WIRELESS	8/25/2016	FFS 01	90.03	Check	Outstanding	4863
53428	18484	ARROW PLANNING GROUP	8/25/2016	FFS 01	3,289.35	Check	Outstanding	4863
53429	19037	VECTREN ENERGY DELIVERY	8/25/2016	FFS 01	472.13	Check	Outstanding	4863
53430	2067	BRUCKENS INC	8/25/2016	FFS 01	146.50	Manual	Outstanding	4865
53431	7004	GEM CHEMICAL COMPANY, INC.	8/25/2016	FFS 01	57.28	Manual	Outstanding	4865
53432	1547	FRENCH LICK SPRINGS RESORT	9/02/2016	FFS 01	235.00	Check	Outstanding	4866
53433	9318	SPRINT	9/02/2016	FFS 01	25.28	Check	Outstanding	4866
53434	18461	WAGNER, CHRIS	9/02/2016	FFS 01	327.93	Check	Outstanding	4866
53435	8533	MELODY NELSON	9/02/2016	FFS 01	65.00	Check	Outstanding	4866
53436	4221	XEROGRAPHIC BUSINESS SYSTEM	9/02/2016	FFS 01	29.12	Check	Outstanding	4866
53437	3837	ALPHA LASER SERVICES	9/02/2016	FFS 01	58.99	Check	Outstanding	4866
53438	23037	THOMSON REUTERS	9/02/2016	FFS 01	840.84	Check	Outstanding	4866
53439	18521	WHITLEDGE, KELLY	9/02/2016	FFS 01	82.28	Check	Outstanding	4866

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53440	7292	SHERRY SMITH	9/02/2016	FFS 01	885.42	Check	Outstanding	4866
53441	19101	LONG & MATHIES LAW FIRM, P.C.	9/02/2016	FFS 01	3,541.67	Check	Outstanding	4866
53442	13084	MARK K. PHILLIPS, PC	9/02/2016	FFS 01	2,656.25	Check	Outstanding	4866
53469	4000	TEAMSTERS LOCAL #215	9/02/2016	FFS 01	4.00	Check	Outstanding	4811
53470	6568	DIVISION OF CHILD SUPPORT	9/02/2016	FFS 01	104.00	Check	Outstanding	4811
53471	13390	F. STEPHEN SHEETS	9/02/2016	FFS 01	75.00	Check	Outstanding	4811
53472	14309	WTRISC FBO INS 457B WARRICK COUNTY	9/02/2016	FFS 01	771.43	Check	Outstanding	4811
53473	19084	SPENCER COUNTY CLERK	9/02/2016	FFS 01	30.00	Check	Outstanding	4811
53474	23016	WARRICK CO TREASURER-GARNISHMENTS	9/02/2016	FFS 01	85.73	Check	Outstanding	4811
53475	8318	SPRINT	9/01/2016	FFS 01	1,216.57	Check	Outstanding	4869
53476	19037	VECTREN ENERGY DELIVERY	9/01/2016	FFS 01	16,707.44	Check	Outstanding	4869
53477	2031	BOONVILLE UTILITIES	9/01/2016	FFS 01	5,043.13	Check	Outstanding	4869
53478	98030	MEUTH CONSTRUCTION	9/01/2016	FFS 01	229.00	Check	Outstanding	4869
53479	1609	ASHER HARDWARE	9/01/2016	FFS 01	60.47	Check	Outstanding	4869
53480	11839	AMERICAN STRUCTUREPOINT INC	9/01/2016	FFS 01	32,669.56	Check	Outstanding	4869
53481	7991	VERIZON WIRELESS	9/01/2016	FFS 01	18.21	Check	Outstanding	4869
53482	19193	DEREK D & LORI R JAQUESS	9/01/2016	FFS 01	926.81	Check	Outstanding	4869
53483	19194	CLARION HOTEL CONFERENCE CENTER	9/01/2016	FFS 01	185.12	Check	Outstanding	4869
53484	19195	LISA WHEELER	9/01/2016	FFS 01	41.36	Check	Outstanding	4869
53485	19196	SOUTHERN INDIANA CLERKS ASSOCIATION	9/01/2016	FFS 01	80.00	Check	Outstanding	4869
53486	1562	CDW GOVERNMENT, INC.	9/01/2016	FFS 01	60.00	Check	Outstanding	4869
53489	13015	MATTHEW BENDER & CO INC	9/09/2016	FFS 01	194.25	Check	Outstanding	4874
53490	19037	VECTREN ENERGY DELIVERY	9/09/2016	FFS 01	561.62	Check	Outstanding	4874
53491	9527	BRETT M ROY	9/09/2016	FFS 01	2,656.25	Check	Outstanding	4874
53492	12287	LAW OFFICE OF JONATHAN M YOUNG	9/09/2016	FFS 01	3,038.75	Check	Outstanding	4874
53493	7292	SHERRY SMITH	9/09/2016	FFS 01	1,770.84	Check	Outstanding	4874
53494	19101	LONG & MATHIES LAW FIRM, P.C.	9/09/2016	FFS 01	885.42	Check	Outstanding	4874
53495	15004	OFFICE DEPOT, INCORPORATED	9/09/2016	FFS 01	113.09	Check	Outstanding	4874
53496	4054	DAVID HEAL	9/09/2016	FFS 01	110.88	Check	Outstanding	4874
53497	20042	THE LANG COMPANY	9/09/2016	FFS 01	45.91	Check	Outstanding	4874
53498	17374	KATHERINE A LEIVA	9/09/2016	FFS 01	129.84	Check	Outstanding	4874
53499	920	MARTIN & MARTIN, INC.	9/09/2016	FFS 01	10,625.00	Check	Outstanding	4874
53500	8351	WARREN MATHIES	9/09/2016	FFS 01	885.42	Check	Outstanding	4874
53501	3837	ALPHA LASER SERVICES	9/09/2016	FFS 01	29.19	Check	Outstanding	4874
53502	495	CSI COMPUTER SYSTEMS	9/09/2016	FFS 01	98.98	Check	Outstanding	4874
53503	2181	STAPLES CREDIT PLAN	9/09/2016	FFS 01	16.59	Check	Outstanding	4874
53504	18585	U.S. BANK	9/09/2016	FFS 01	70.08	Check	Outstanding	4874
53505	14557	DOUBLE D'S	9/09/2016	FFS 01	264.55	Check	Outstanding	4874

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53506	2001	B-HIVE PRINTING	9/09/2016	FFS 01	49.00	Check	Outstanding	4874
53507	20062	CORNE & CORNE, LLC	9/09/2016	FFS 01	165.00	Check	Outstanding	4874
53508	10395	FRENCH LICK SPRINGS RESORT/CASINO	9/09/2016	FFS 01	129.00	Check	Outstanding	4874
53509	18295	WINSETT, ZACH	9/09/2016	FFS 01	233.26	Check	Outstanding	4874
53510	8533	MELODY NELSON	9/09/2016	FFS 01	88.00	Check	Outstanding	4874
8506	2067	BRUCKENS INC	8/26/2016	FFS 01		ACH	Voided	4837
8507	7004	GEM CHEMICAL COMPANY, INC.	8/26/2016	FFS 01		ACH	Voided	4837
8524	1562	CDW GOVERNMENT, INC.	8/26/2016	FFS 01		ACH	Voided	4854
8537	12965	A-1 POWER LLC	8/24/2016	FFS 01	64.59	ACH	Outstanding	4861
				Total Checks -	459,448.10			

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53377	19188	ITT EDUCATIONAL SERVICES, INC.	8/22/2016	FFS 01	2,297.69	Check	Outstanding	4858
53378	4132	PAT BROOKS	8/22/2016	FFS 01	250.33	Check	Outstanding	4858
53379	16996	NOMAD TECHNOLOGY GROUP	8/22/2016	FFS 01	2,252.53	Check	Outstanding	4858
53380	19189	INDUSTRIAL CHEMICAL CLEANER OF TEXAS	8/22/2016	FFS 01	9,200.00	Check	Outstanding	4858
53381	17871	DAYLIGHT LAND MANAGEMENT	8/22/2016	FFS 01	500.00	Check	Outstanding	4858
53382	5139	BLANKENBERGER BROS. INC	8/22/2016	FFS 01	446,456.61	Check	Outstanding	4858
53383	19132	THE TOWN OF NEWBURGH	8/22/2016	FFS 01	50.64	Check	Outstanding	4858
53384	19037	VECTREN ENERGY DELIVERY	8/22/2016	FFS 01	444.70	Check	Outstanding	4858
53385	9985	EVANSVILLE WATERWORKS DEPT	8/22/2016	FFS 01	36.19	Check	Outstanding	4858
53386	4124	JACKIE RAMSEY	8/22/2016	FFS 01	24.00	Check	Outstanding	4858
53387	13062	MORLEY & ASSOCIATES INC.	8/22/2016	FFS 01	12,890.70	Check	Outstanding	4858
53388	17931	HALLER & COLVIN, P.C.	8/22/2016	FFS 01	3,934.70	Check	Outstanding	4858
53389	93043	DAMBERGER FOREMAN OSWALD HAUN	8/22/2016	FFS 01	6,855.50	Check	Outstanding	4858
53390	10869	JSK ASSOCIATES INC	8/22/2016	FFS 01	3,735.00	Check	Outstanding	4858
				Total Checks -	488,140.55			

Operator: DREW

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of September 13, 20 16 ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 0500636 Contract R-30473

Project Description: Lincoln Avenue Phase III – Bell Road to Lenn Road

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties herein mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be August 10, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $687,524.32.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. Access to Records. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. Assignment; Successors.

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. Audit. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. Authority to Bind Consultant. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. Certification for Federal-Aid Contracts Lobbying Activities.

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Changes in Work. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. Compliance with Laws.

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT 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 LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provi, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. **Disputes.**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. **Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

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D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification Work Types 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250,000.00 aggregate for all claims for negligent performance. For Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification Work Types 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

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1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
   a. United States Longshoremen & Harbor workers
   b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

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Notices to the LPA shall be sent to:

Robert B. Howard, Jr., PE
107 West Locust Street, Courthouse Room 208
Boonville, Indiana 47601

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP documents, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

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28. **Pollution Control Requirements.** If this Contract is for $100,000 or more, the CONSULTANT:

    i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

    ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

    iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

    Robert B. Howard, Jr., PE
    107 West Locust Street, Courthouse Room 208
    Boonville, Indiana 47601

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

    A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

    B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

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such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

    A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

        (i) the CONSULTANT fails to:

            1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

            2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

            3. Make progress so as to endanger performance of this Contract; or

            4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

        (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

    B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

    C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

    D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

    E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

Version 4-07-2016

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Version 4-07-2016

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

Willis R. Connell, President

LOCAL PUBLIC AGENCY
Warrick County, Indiana
Board of Commissioners

Don Williams, President

Rick Reid, Vice President

Marlin Weisheit, Member

Version 4-07-2016

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

The CONSULTANT shall be responsible for performing the following activities:

A. **ENGINEERING PERSONNEL**

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and INDOT, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT Area Engineer.

B. **DESCRIPTION OF SERVICES**

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.

2. **CONFERENCES:** Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. **LIAISON:** Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.

5. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.

6. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.

8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.

9. **SHOP DRAWINGS**

   a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LOCAL PUBLIC AGENCY's DESIGN ENGINEER for approval.

   b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents

   c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents

10. **REVIEW OF WORK, INSPECTION, AND TESTS**

   a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents

   b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices

   c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT

   d. Verify required testing has been accomplished

11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.

12. **RECORDS**

   a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents

   b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY

   c. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers

   d. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project

   e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY

13. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.

15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.

16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.

18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

19. Inspection and material testing for the water main relocation on this Project will be performed by others. The water main inspection and material testing are not included in this scope or fee.

- Remainder of this page intentionally left blank -

Version 4-07-2016

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

Version 4-07-2016

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter of proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 88 weeks of construction inspection activities.

Version 4-07-2016

APPENDIX "D"

1. The CONSULTANT will receive as payment for the work performed under this Contract the total amount not to exceed $687,594.32, unless a modification of the Contract is approved in writing by the LOCAL PUBLIC AGENCY and INDOT.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	2016/2017		2017/2018		2018/2019	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	$184.30	N/A	$191.66	N/A	$199.31	N/A
Project Engineer	$125.19	$144.33	$130.21	$150.12	$135.40	$156.10
Resident Project Representative	$106.75	$123.07	$111.04	$128.02	$115.49	$133.15
Inspectors	$82.10	$94.65	$85.36	$98.41	$88.76	$102.33
Intern	$45.33	$52.15	$47.03	$54.22	$48.93	$56.41

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

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3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.

In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary, overtime premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 02/05/15-LPA

Local Public Agency: Warrick County, Indiana

Project Name: Lincoln Avenue Phase III – Bell Road to Lynn Road Des. No.: 1383317, R-17460

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:
   a. ☒ Verify that draft contract is consistent with the latest INDOT boilerplate.
   b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
   c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
   d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
   e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.
   a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
   b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
   c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
   d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: http://www.in.gov/indot/2733.htm.
4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.
5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
   a. ☒ Itemization of task elements with estimated hours by employee classification.
   b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

Page 1 of 2

6. Analyze the Consultant Fee Proposal.
   a. ☒ Confirm the task elements are relevant to the scope of work.
   b. ☒ Confirm the profit rate does not exceed 15%. INDOT's profit rate guidelines are available at http://www.in.gov/indot/2730.htm. LPA's are not required to follow INDOT's practice; however, use of rates above 15% is not acceptable.
   c. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts http://www.in.gov/indot/files/DBW1_ProposalsContracts_EscalationRates.pdf. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available at: http://www.in.gov/indot/2730.htm.
   d. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
   e. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.
7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
   a. ☐ Not Applicable
   b. ☒ Engineer's Assignment is attached.

ERC signature: _____ Date: _____

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INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N750
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-6352

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

Prequalification Section
(317) 232-5085

June 23, 2016

Cash Canfield
American Structurepoint, Inc.
7200 Shadeland Station
Indianapolis, IN 46256

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification General/Technical Modification Application submitted on 6/9/2016 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/23/2016. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 08/30/2017. Your General/Technical approval will expire on 08/31/2017.

Your Firm's annual contracting capacity for the CPA Audit Level is $54,893,532.00 for the fiscal period that ended on 12/31/2015. Your firm was approved for this financial level as notified separately by the External Audit Section. Your requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Karen B. Macdonald, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

www.in.gov/dot/

Prequalified Work Type Certification

Issued By

Indiana Department of Transportation

Date Printed: 06/23/2016

American Structurepoint, Inc.

Valid Work Groups

Effective: 06/23/2016 Expires on: 08/31/2017

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Grenard, Jeromy L
2.1	Traffic Data Collection	Grenard, Jeromy L
2.2	Traffic Forecasting	Grenard, Jeromy L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Grenard, Jeromy L
3.2	Complex Traffic Capacity and Operations Analysis	Grenard, Jeromy L
4.1	Traffic Safety Analysis	Grenard, Jeromy L
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Johnson, Paul A
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Costa, Chad E
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Johnson, Paul A
5.12	Karst Studies	Johnson, Paul A

Work Type Code	Work Type Description	Qualifying Person(s)
5.1	Topographic Survey Data Collection	Harris, Nathan D Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Grenerd, Jeremy L
10.2	Traffic Signal System Design	Grenerd, Jeremy L
10.3	Complex Roadway Sign Design	Perks, Natalie S
10.4	Lighting Design	Johnson, Amanda M
11.1	Right of Way Plan Development	Farny, Eric J Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tonnancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Conarroe, Timothy P Grimsted, Donald A
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Grimsted, Donald A
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M

cc: Prequalification File

Karen R. Macdonald, P.E.
Prequalification Engineer

An Equal Opportunity Employer

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

May 25, 2016

American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2015 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 184.10%
Facilities Capital Cost of Money (FCCM): 0.35%

Yours truly,

David E. Brewer
Manager of External Audit

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Indiana

Warrick County
Lincoln Avenue Phase 3

American Structurepoint, Inc.
July 7, 2016

Page 1

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER:	Warrick County				
DESCRIPTION:	Contract R-30473, Des No. 0500836 Lincoln Avenue Phase III - Bell Road to Lenn Road				
LETTING:	November 16, 2016		Anticipated		
NOTICE TO PROCEED:	December 16, 2016		Anticipated		
INTERMEDIATE COMPLETION DATE:	July 1, 2018		Anticipated		
CONTRACT COMPLETION DATE:	August 1, 2018		Anticipated		
PRECONSTRUCTION ACTIVITIES:	12/5/2016	to	12/16/2016	=	2.00 weeks
CONSTRUCTION ACTIVITIES:	12/10/2016	to	6/30/2018	=	80.00 weeks
POST CONSTRUCTION ACTIVITIES:	7/2/2018	to	8/10/2018	=	6.00 weeks
					88.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PROJECT MANAGER:								
Regular time:	88	weeks	@	2	hours/week	=	176	hours
			PROJECT MANAGER REGULAR HOURS			=	176	hours
PROJECT ENGINEER/SUPERVISOR:								
Preconstruction Activities:								
Regular Time:	2	weeks	@	40	hours/week	=	80	hours
Construction Activities:								
Regular Time:	80	weeks	@	40	hours/week	=	3,200	hours
Overtime (assume 10%)		3,200	@	10%		=	320	hours
Post-Construction Activities:								
Regular Time:	6	weeks	@	40	hours/week	=	240	hours
		PROJECT ENGINEER/SUPERVISOR TOTAL REGULAR HOURS				=	3,520	hours
		PROJECT ENGINEER/SUPERVISOR TOTAL OVERTIME HOURS				=	320	hours
INSPECTOR(S):								
Construction Activities:			1					
Regular Time:	30	weeks	@	40	hours/week	=	1,520	hours
Overtime (assume 10%)		1,520	@	10%		=	152	hours
Post-Construction Activities:			0					
Regular Time:	-	weeks	@	40	hours/week	=	-	hours
			INSPECTOR(S) TOTAL REGULAR HOURS			=	1,520	hours
			INSPECTOR(S) TOTAL OVERTIME HOURS			=	152	hours

EXPENSES

Mileage:								
Field Manager	88	weeks	@	20	miles/week	=	1,760	miles
Project Engineer/Supervisor	88	weeks	@	100	miles/week	=	8,800	miles
Inspector(s)	30	weeks	@	100	miles/week	=	3,000	miles
Intern(s)	-	weeks	@		miles/week	=	-	miles
				TOTAL MILEAGE		=	14,560	miles

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INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: Warrick County

DESCRIPTION: Contract R-30473, Des No. 0500636
Lincoln Avenue Phase III - Bell Road to Lenn Road

		Rate	Units		Fee
Project Manager	$	198.06	176	$	33,607.20
Project Engineer/Supervisor (Regular)	$	128.73	3,520	$	453,849.60
Project Engineer/Supervisor (Overtime)	$	148.14	320	$	47,397.60
Inspector(s) (Regular)	$	85.05	1,520	$	129,276.00
Inspector(s) (Overtime)	$	97.81	152	$	14,867.12
Intern(s) (Regular)	$	48.89	-	$	-
Intern(s) (Overtime)	$	56.22	-	$	-
Mileage	$	0.380	14,560	$	5,532.80
			TOTAL INSPECTION FEE	$	687,564.32

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WARRICK COUNTY COMMISSIONERS
107 W. LOCUST ST., STE. 301 - BOONVILLE, IN. 47601
PHONE - (812) 897-6120 FAX - (812) 897-6189
e-mail: info@warrickcounty.gov

RICHARD A. REID MARLIN WEISHEIT DON WILLIAMS

August 8, 2016

Ms. Lora Lewis
Consultant Services Local Programs Coordinator
INDOT Vincennes District
3650 South U.S. 41
Vincennes, IN 47591

Re: Des. No.: 0500636
Project Location: Lincoln Avenue Phase III – Bell Road to Lenn Road

Dear Ms. Lewis:

Mr. Tyler Price, PE, who is an employee of American Structurepoint, Inc., is hereby designated full time Project Engineer/Supervisor for the construction of the above referenced subject. It is understood that in this capacity, the designated individual will be in full time direct control of the project, and will follow the established procedures of the Indiana Department of Transportation (INDOT) in the discharge of these duties and will be working under the supervision of the INDOT District Area Engineer and will look to that office for advice and instruction.

The Project Representative will utilize the services of the following personnel:

1. Jamie Buehl, EI, Inspector
2. Ryan L. Cross, PE, Project Manager

Who are employed by above named Firm in accomplishing the overall supervision of this project. The testing equipment shall be provided by the named Firm as required.

We shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing funding for the project shall be furnished copies thereof if requested.

Sincerely,

Board of County Commissioners

(Member)

(Member)

(Member)

INSTALLMENT PURCHASE AGREEMENT (INDIANA)

Principal	Loan Date	Maturity	Loan No.
$438,310.00	September 13, 2016	July 1, 2020	20003705140

This Installment Purchase Agreement (the "Agreement") dated and effective as of September 13, 2016 (the "Effective Date"), by and between Old National Bank (the "ONB"), and the Warrick County, Indiana (the "Government") (the ONB and the Government are referred to individually as a "Party" and collectively as the "Parties"). Unless the context otherwise clearly requires, the capitalized terms herein shall have the respective meanings set forth in Exhibit A for all purposes of this Agreement.

WITNESSETH:

Whereas, Government is authorized by law to acquire such items of personal property as are needed to carry out its governmental and/or proprietary functions;

Whereas, Government desires to purchase the Equipment, as hereinafter defined, subject to the terms and conditions of and for the purposes set forth in this Agreement;

Whereas, Government is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes and subject to the conditions set forth herein;

Now Therefore, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants and conditions hereinafter set forth, the Parties hereto recite and agree as follows:

1. **Agreement to Purchase Equipment.** ONB shall sell or cause to be sold to Government, and Government shall purchase from ONB, the Equipment, all on the terms and conditions set forth in this Agreement, to have and to hold for the Agreement Term. Government hereby acknowledges and agrees that ONB shall retain a perfected first priority security interest in the Equipment in accordance with this Agreement. ONB shall have no obligation to (a) make any disbursement to a Vendor, reimburse Government for any payment made to a Vendor until ONB has received, in form and substance satisfactory to ONB, executed counterparts of Exhibit D together with executed counterparts of all exhibits, instruments and certificates attached hereto, required by any provision of this Agreement, or incorporated herein by reference, or (b) if all of the principal of this Agreement has not been disbursed under 1(a), consent to any request to release funds from the Equipment Acquisition Fund established by the Escrow Agreement for acquisition of the Equipment until ONB has received, in form and substance satisfactory to ONB, executed counterparts of all exhibits, instruments and certificates attached hereto, required by any provision of this Agreement, or incorporated herein by reference.

2. **Term and Payments.** The Agreement Term applicable to this Agreement shall commence on the Effective Date hereof and shall terminate upon the earliest to occur of any of the following events: (a) the payment by Government of all Installment Purchase Payments, Additional Payments, any rebate payments and any other payments required to be paid by Government hereunder; or (b) the payment of the entire Prepayment Option Price as provided in Paragraph 12 hereof and any Additional Payments; or (c) ONB's election to terminate this Agreement under Paragraph 13 due to Government's default hereunder; or (d) an event of Nonappropriation under Paragraph 3 hereof. Government shall pay to ONB the Installment Purchase Payments in lawful money of the United States of America, in the amounts and on the dates set forth in Exhibit C. The Installment Purchase Payments shall be payable without notice or demand when due at such place as ONB shall direct in writing. Notwithstanding any dispute between Government, ONB, any Vendor or any other person, Government shall make all Installment Purchase Payments when due and shall not withhold any Installment Purchase Payments pending final resolution of such dispute. Except in the event of Nonappropriation, the

obligation of Government to make the Installment Purchase Payments enumerated in Exhibit C shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason, including Equipment failure or defect. Without limiting the generality of the foregoing, Government shall not be entitled to any abatements, reductions, setoffs, or recoupment for any reason whatsoever, due to any present or future claims of Government against ONB or any other person under this Agreement or otherwise, against the Vendor of any item of Equipment, or by reason of any defect in or damage to, or loss or destruction of all or any of the Equipment from whatsoever cause, or the interference with the use thereof, or any insolvency, bankruptcy, reorganization or similar proceedings by or against ONB or Government. It being the intention of the Parties hereto that the Installment Purchase Payments and Additional Payments payable by Government under this Agreement shall continue to be payable in all events, unless the obligation to pay the same shall expire or be eliminated pursuant hereto. However, Government does not waive any defense or claim that it may have against any party arising out of any breach of this Agreement.

Interest on this Agreement shall begin to accrue from the Effective Date.

To the extent such funds are appropriated, Government shall pay to ONB as Additional Payments hereunder, in addition to the Installment Purchase Payments payable by Government, such amounts in each year as shall be required by ONB in payment of any reasonable costs and expenses incurred by ONB in connection with the execution or performance of this Agreement, the sale of the Equipment to Government, including, without limitation, insurance premiums not otherwise paid hereunder and all other reasonable, direct and necessary administrative costs of ONB or charges required to be paid by it in order to comply with the terms of this Agreement. Such Additional Payments shall be billed to Government by ONB from time to time, together with a statement certifying that the amount so billed has been paid by ONB for one or more of the items described, or that such amount is then payable by ONB for such items. Reasonable amounts so billed shall be due and payable to ONB within thirty (30) calendar days after receipt of the bill by Government. Government shall also pay any required Gross-Up Installment Purchase Payment in the event the interest on this Agreement is or becomes taxable.

3. **Nonappropriation and Right of Termination.** (a) The obligations of Government to make Installment Purchase Payments and to make any other payments to ONB (or to any other person) pursuant to this Agreement are subject to appropriation by the Government of funds that are lawfully available to be applied for such purpose, however, if the Government is a Qualified Volunteer Fire Department, the obligations of Government to make such payments are subject to appropriation by the governmental entity (the "Local Entity") with whom Government has the written contract for Government to provide firefighting or emergency medical services. If the Government, or Local Entity if applicable, fails to make such an appropriation prior to a fiscal period of Government, or Local Entity if applicable, for the Installment Purchase Payments scheduled in such fiscal period, ONB may terminate this Agreement without penalty, or Government may terminate this Agreement by providing written notice of such Nonappropriation to ONB as soon as the decision to nonappropriate is made. Upon any such termination of this Agreement, all of Government's rights, title and interest in and its obligation under this Agreement and to the Equipment shall terminate effective on the last day of the last fiscal period of Government for which such an appropriation was made and Government shall immediately execute and deliver to ONB any documents and take all actions which may be necessary to vest full legal title to the Equipment in ONB.

(b) This Agreement is entered under, and is governed by, the provisions of Indiana law, and such provisions shall control to the extent any terms of this Agreement may be contrary.

4. **Taxes and Other Governmental Charges.** Government shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created under this Agreement. Government shall timely pay when due, all charges and taxes, including but not limited to, assessments,

license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, if any, whether payable by ONB or Government, now or hereafter imposed by any governmental body or agency on or relating to the Equipment, the Installment Purchase Payments, or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Agreement including Gross-Up Installment Purchase Payment in the event interest on this Agreement is or becomes taxable. If ONB pays any charges or taxes for which Government is responsible or liable under this Agreement, Government shall promptly reimburse ONB therefore. Government shall be required to maintain adequate and full records relating to the Equipment including but not limited to records concerning payments made under this Paragraph 4, and shall provide ONB and its assigns evidence of any and all payments made pursuant to this Paragraph 4, immediately upon payment thereof and in any event at least annually.

5. **Government's Covenants and Representations.** Government covenants and represents as follows:

(a) Government is a governmental entity and political subdivision of the State of Indiana;

(b) Government represents, and will provide an opinion of its counsel in substantially the form attached hereto as Exhibit M to the effect that it has full power and authority to enter into this Agreement; that this Agreement has been duly authorized, executed, and delivered by Government, and is a valid and binding obligation of Government enforceable in accordance with its terms; that Government is a political subdivision of the State within the meaning of Section 103(a) of the Code; all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(c) All Installment Purchase Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; subject to Paragraph 3, Government will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Government to discharge all of its obligations hereunder, and Government has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(d) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to, this Agreement;

(e) Information supplied and statements made by Government in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct in all material respects;

(f) Government has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(g) There are no circumstances presently affecting Government that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder;

(h) During the term of this Agreement, Government will annually provide ONB (i) as soon as available, but in any event not later than 270 days after the end of each fiscal year of Government, its Annual Financial Reports (Form 9) which Government files with the Indiana State Board of Accounts; (ii) bi-annually as soon as available the Indiana State Board of Accounts (the "SBOA") audit of

Government commencing with the SBOA audit for the most recent SBOA audit period as of the date of this Agreement; (iii) not later than November 15 of each year budgets and proof of appropriation for the ensuing fiscal year; and (iv) such other financial information relating to the ability of Government to perform its obligations under this Agreement as may be reasonably requested by ONB;

(i) Government has complied with all State bidding requirements as may be applicable to this Agreement or the acquisition of the Equipment;

(j) The weighted average of the principal component of the Installment Purchase Payments does not exceed 120% of the weighted average remaining useful life of the Equipment in the hands of Government;

(k) Government will execute all documents necessary to allow the ONB to submit to the U.S. Secretary of the Treasury an information reporting statement and other information relating to this Agreement at the times and in the forms required by the Code;

(l) Government shall not use any monies advanced by ONB in connection with a lease to reimburse expenditures previously made by Government, except in compliance with the requirements of Section 1.150-2 of the Code; and

(m) Government hereby represents and warrants that it has not entered into any, and is not aware of the existence of any, contracts, agreements, arrangements or understandings with any person or firm that could give rise to any third-party claim for, and has not been previously paid a broker's, finder's or agent's fee or commission or other similar payment in connection with, the negotiations leading to the consummation of this Agreement.

6. **Use and Licenses.** Government shall pay and discharge all utility and other operating expenses and shall cause the Equipment to be used only for or in connection with the operation of its governmental functions. Government will not use, operate or maintain the Equipment improperly, carelessly or in violation of any applicable law, ordinance, rule or regulation of any governmental authority and shall, at Government's expense, obtain all registrations, permits and licenses, if any, required for the lawful use and occupancy of the Equipment.

7. **Repairs, Alterations and Improvements.** Government agrees that ONB shall not be obligated to rebuild, replace, maintain or make any repairs to the Equipment or to any improvements located thereon during the Agreement Term or any renewal thereof. Government may, at its own expense, install or place in or on, or attach or affix to, the Equipment such other equipment or accessories as may be necessary or convenient to use the Equipment for its intended purposes, provided that such other equipment or accessories do not impair or diminish the value or utility of the Equipment. All such other equipment and accessories shall be removed by Government upon termination of this Agreement, provided that any resulting damage shall be repaired at Government's expense. Any such other equipment or accessories not removed shall become the property of ONB. At the expiration or termination of this Agreement, or any extension or renewal thereof, for any reason except Government's exercise of its payment option set forth in Paragraph 12, or Government's payment in full of all Installment Purchase Payments and Additional Payments, if any, due hereunder, Government shall surrender the Equipment in good condition, allowance being made for ordinary wear and tear from proper use.

8. **Liens.** Government shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of ONB and Government hereunder.

9. Damage to or Destruction of Equipment. Government shall bear the entire risk of loss, damage, theft or destruction of the Equipment from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Government from the obligation to pay the full amount of the Installment Purchase Payments or from any other obligation under this Agreement. In the event of damage to the Equipment, Government will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Government determines that the Equipment has been damaged or destroyed beyond repair, Government may, at Government's option, elect to pay ONB all amounts then owed by Government to ONB under the terms of this Agreement, including the Installment Purchase Payment due on the next Payment Date and an amount equal to the applicable Prepayment Option Price set forth in Exhibit C provided however, in the event there is no applicable Prepayment Option Price set forth in Exhibit C, the applicable amount shall include an amount equal to 102% of the outstanding principal amount as set forth in Exhibit C. Upon payment of said amount, this Agreement shall terminate, ONB's interest in the Equipment shall vest in Government, and neither Party shall have any further obligations to the other.

10. Insurance. Government shall purchase and maintain one or more commercial insurance policies with regard to the Equipment sufficient to satisfy Government's obligations hereunder. Government shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Equipment, insuring against such risks, and in such amounts as are customary for Governments of equipment of a character similar to the Equipment. In addition, Government shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Equipment, insuring against customary risks, with minimum coverage of not less than the amount of the unpaid principal portion of the Installment Purchase Payments as of the last preceding Payment Date specified in Exhibit C. If insurance policies are provided with respect to the Equipment, all insurance policies shall be with insurers authorized to do business in the State and shall name both ONB and Government as insured Parties as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to ONB, subject to the provisions of Paragraph 9. Government shall, upon request, deliver to ONB evidence of the required coverages together with premium receipts, and each insurer shall agree to give ONB written notice of non-payment of any premium due and ten (10) calendar days' notice prior to cancellation or alteration of any such policy. Government shall also carry and require any other person or entity working on, in or about the Equipment to carry worker's compensation insurance covering employees on, in or about the Equipment.

11. Quiet Possession. ONB covenants and warrants that ONB has the right to make this Agreement and that Government shall, during the Agreement Term, have quiet and peaceful possession of the Equipment as against the lawful acts of third parties.

12. Prepayment Option. Except as otherwise provided for in this paragraph, Government shall have the option to prepay the Installment Purchase Payments owed hereunder (in whole but not in part) on any applicable Payment Date; provided: (i) Government is not in default under this Agreement; (ii) Government gives written notice to ONB of its intention to exercise this option at least thirty (30) calendar days prior to the Payment Date on which the option is to be exercised; (iii) Government has complied with all applicable laws concerning acquisition of Equipment; (iv) there is a specific Prepayment Option Price shown on Exhibit C on that Payment Date; and (v) on the applicable Payment Date, Government shall deposit with ONB an amount equal to all Installment Purchase Payments together with any Additional Payments and any other amounts then due or past due (including, but not limited to, the Installment Purchase Payment due on the applicable Payment Date and all accrued interest) together with the applicable Prepayment Option Price, all as shown on Exhibit C provided however, in the event there is no applicable Prepayment Option Price set forth in Exhibit C, the applicable amount shall include an amount equal to 102% of the outstanding principal amount as set forth in Exhibit C. The closing of the payment of the Prepayment Option Price shall be on the Payment Date or the first business day preceding the Payment Date at the office of ONB or such other place as ONB may direct in writing.

13. Default and ONB's Remedies. (a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Government fails to make any payment hereunder when due or within ten (10) calendar days thereafter;

(2) Government fails to comply with any other covenant, condition or agreement of Government hereunder for a period of thirty (30) calendar days after notice thereof; provided, that, if Government makes a commercially reasonable effort to cure such default during such thirty (30) calendar day period, but will, in good faith, require additional time to complete such cure, no default will be declared so long as Government continues to make good faith, commercially reasonable efforts to cure such default, and such default is in any event cured within sixty (60) calendar days;

(3) Any representation or warranty made by Government hereunder shall be untrue in any material respect as of the date made;

(4) Government makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Equipment or any interest therein;

(5) Government becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for Government or a substantial part of its assets, including, but not limited to, the Equipment; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Government or a substantial part of its property, and is not discharged within sixty (60) calendar days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law; or any dissolution or liquidation proceeding is instituted by or against Government and, if instituted against Government, is consented to or acquiesced in by Government or is not dismissed within sixty (60) calendar days.

(b) Upon the occurrence of any Event of Default specified herein, ONB may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Government to perform its other obligations hereunder in which event Government shall be liable for all Costs and Expenses incurred by ONB;

(2) Enter upon Government's premises and take possession of the Equipment, without demand or notice and without court order or any process of law, and remove the same and dispose of the Equipment for Government's account, in which event Government waives any and all damages resulting therefrom and shall be liable for all Costs and Expenses incurred by ONB in connection therewith and the difference, if any, between the amounts to be paid pursuant to Paragraph 2 hereof and the amounts received and to be received by ONB in connection with any re-letting of the Equipment;

(3) Terminate this Agreement and repossess the Equipment, in which event Government shall be liable for any amounts payable hereunder through the date of such termination and all Costs and Expenses incurred by ONB in connection therewith; or

(4) Pursue and exercise any other remedy available at law or in equity, in which event Government shall be liable for any and all Costs and Expenses incurred by ONB in connection therewith.

As provided in Paragraph 3 of this Agreement, under no circumstances shall Government be liable under this section (b) for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Government has paid all Installment Purchase Payments and any Additional Payments due hereunder or properly exercised its prepayment option pursuant to Paragraph 12 hereof, Government shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Equipment to ONB unencumbered and in at least as good condition and repair as when delivered to Government, ordinary wear and tear resulting from proper use excepted. Nothing in this paragraph shall be construed to create any right of Government to terminate this Agreement, except in those circumstances otherwise set forth in this Agreement.

15. Assignment. Government will not either: *(i)* assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or the Equipment, except as otherwise specifically provided in this Paragraph 15; or *(ii)* sublet or lend the Equipment or permit it to be used by anyone other than Government or Government's employees. ONB may, at any time and from time to time or to the extent permitted by law, without obtaining the consent of Government, assign, transfer or otherwise convey all or any part of its interest in the Equipment and this Agreement, including ONB's rights to receive the Installment Purchase Payments, Additional Payments or any part thereof (in which event Government agrees to make all Installment Purchase Payments and Additional Payments thereafter to the assignee(s) designated by ONB) and to exercise any other rights and remedies of ONB set forth herein or therein. ONB is specifically granted the right to: (i) assign, transfer, deposit or otherwise deliver this Agreement to a Custodian pursuant to a Custodial Agreement delivered by ONB, or its assignees, and (ii) serialize all of the payments to be made by Government under this Agreement and sell Certificates representing the right of the holder thereof to receive a portion of the Payments being made by Government, to one or more Governments. Any such assignment, transfer or conveyance may be to such Custodian for the benefit of the owners of the Certificates. No such assignment, transfer or conveyance shall be effective until Government's Registration Agent shall have received a written notice of assignment (in substantially the form of Exhibit G) that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a Custodian for owners of Certificates, it shall thereafter be sufficient that a copy of the Custodial Agreement shall have been deposited with Government's Registration Agent until Government's Registration Agent shall have been advised that such Custodial Agreement is no longer in effect. During the term of this Agreement, Government shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code. For this purpose, Government appoints ONB to act as its Registration Agent. ONB agrees on Government's behalf to maintain such record of all assignments, and to provide a copy of such record to Government. Government agrees, if so requested, to acknowledge each such assignment in writing within fifteen (15) calendar days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective.

Notwithstanding anything herein to the contrary, if the Government deems it necessary to sell or otherwise dispose of any item of Equipment, the Government may dispose of such Equipment, and the ONB shall release its lien upon such Equipment if the Government provides substitute collateral of equal or greater value to the Equipment to be replaced and provides certification to the ONB that the substitute collateral is free of all liens and encumbrances.

16. ONB's Right to Perform for Government. If Government fails to make any payment or perform or comply with any of its covenants or obligations hereunder, ONB may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Government, and the amount of any such payment and the expenses (including, but not limited to, reasonable attorneys' fees) incurred by ONB in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Government upon demand.

17. Late Charge/Interest after Default. If a payment is 10 days or more late, Government will be charged 5.000% of the regularly scheduled payment or $50.00, whichever is greater. Upon an Event of Default, including failure to pay upon final maturity, the total sum due under this Agreement will continue to accrue interest at the interest rate under this Agreement.

18. Notices. Any notices to be given or to be served upon any Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their respective addresses designated on the signature page of this Agreement or at such other address as either Party may hereafter designate in writing.

19. Personal Property. ONB and Government agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

20. Tax Exemption; Tax Covenants. Government acknowledges and agrees that ONB has calculated the Installment Purchase Payments assuming that the interest portion of each Installment Purchase Payment is exempt from federal income taxation. Government represents, warrants and covenants that it will do or refrain from doing all things necessary or appropriate to ensure that the interest portion of the Installment Purchase Payments is exempt from federal income taxation, including, but not limited to, executing all information statements required by Section 149(e) of the Code so that they may be timely filed, and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended. In addition, Government makes the following tax covenants:

(a) It is the intention of the Parties hereto that the interest portion of the Installment Purchase Payments received by ONB and its successors and assigns hereunder be and remain excludable from gross income for purposes of federal income taxation. In furtherance of the foregoing, Government, to the best of its ability and knowledge, covenants that it shall, at all times, do and perform all acts and things necessary and within its control so that the interest portion of the Installment Purchase Payments received by ONB shall, for the purposes of federal income taxation, be excluded from gross income of ONB. Government shall not permit the use of the proceeds of this Agreement, nor take or omit to take any action, so as to cause such interest portion to cease to be excluded from gross income of ONB for the purposes of federal income taxation.

(b) Government covenants that it will not use or permit the use of any Equipment in any manner or for any trade or business that would cause the interest portion of the Installment Purchase Payments to cease to be excluded from gross income of ONB for the purposes of federal income taxation.

(c) Government hereby covenants that it will not take or permit any action or omit to take any action that would cause this Agreement to be an arbitrage bond within the meaning of Section 148 of the Code. Government hereby agrees to execute a Tax Agreement and Arbitrage Certificate, substantially in the form of Exhibit E.

(d) The weighted average maturity (defined in accordance with the Code) of the principal component of the Installment Purchase Payments under this Agreement will not exceed 120% of the average reasonably expected remaining economic life in the hands of Government of the Equipment purchased hereunder.

(e) Government agrees to timely complete and execute an information reporting return as required by the Code which shall be delivered to ONB on the date of this Agreement. ONB shall cause the information return to be timely filed with the Internal Revenue Service.

(f) ONB and Government certify and covenant to each other and to the owners of Certificates from time to time of ONB's interests in this Agreement that, so long as any Installment Purchase Payments remain unpaid hereunder, monies on deposit in the Equipment Acquisition Fund will not be used in a manner that will cause this Agreement to be classified as arbitrage bonds within the meaning of Section 148(a) of the Code.

21. DISCLAIMER OF WARRANTIES; Vendor's Warranties. (a) ONB (AND ANY AND EACH OF ITS SUCCESSORS AND ASSIGNS), NOT BEING THE VENDOR OF ANY OF THE EQUIPMENT, NOR A DEALER IN ANY OF SUCH EQUIPMENT, HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY GOVERNMENT. GOVERNMENT ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST ONB BASED THEREON. GOVERNMENT FURTHER AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST ONB FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSS, OF ANY CLASSIFICATION IN ANY WAY RELATED TO THE USE OR CONDITION OF THE EQUIPMENT. ONB SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, ADJUST, SERVICE OR MAINTAIN ANY EQUIPMENT. GOVERNMENT SHALL LOOK SOLELY TO THE VENDOR FOR ANY AND ALL CLAIMS RELATED TO THE EQUIPMENT. GOVERNMENT PURCHASES THE EQUIPMENT "AS IS, WHERE IS" AND "WITH ALL FAULTS." ONB AND GOVERNMENT HEREBY ACKNOWLEDGE THAT THE WARRANTIES OF THE VENDOR OF THE EQUIPMENT, IF ANY, ARE FOR THE BENEFIT OF GOVERNMENT.

(b) Government may have rights under the contract evidencing the purchase of the Equipment; Government is advised to contact the Vendor for a description of any such rights. ONB hereby assigns to Government during the Agreement Term all warranties running from Vendor to ONB. ONB hereby irrevocably appoints Government its agent and attorney-in-fact during the Agreement Term, so long as Government will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that ONB may have against Vendor. Government's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against ONB. Any such matter will not have any effect whatsoever on the rights and obligations of ONB with respect to this Agreement, including the right to receive full and timely payments hereunder. Government expressly acknowledges that ONB makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

22. Delivery and Installation. Government has previously selected in connection with this Agreement the type, quantity and Vendor of each item of Equipment designated in Exhibit B. Government

to indicating ONB's security interest on any and all certificate-of-title forms covering the Equipment and (at ONB's discretion) delivering to ONB the original certificate-of-title to the Equipment, to be held by ONB throughout the term of this Agreement. If ONB's security interest in all or some of the Equipment shall terminate in accordance herewith, at the request of Government, ONB shall execute and deliver to Government documents which evidence the termination of ONB's security or other interest in such Equipment. Government shall promptly discharge any liens placed on the Equipment, including, without limitation, any mechanics' or materialmen's liens. If requested by ONB, Government shall obtain the waiver of any interest in the Equipment from any owner of, or a secured party with an interest in, equipment on which the Equipment becomes an accession. If requested by ONB, to the extent that the Equipment was and continues to be subject to a lien and security interest in Government under any agreement or other instrument to which Government or any affiliate of Government is a party, Government shall obtain a waiver of such lien. Government is required to provide written notice to ONB of any change in its name, corporate structure or principal place of business. Such notice shall be provided thirty (30) calendar days in advance of the date that such change is planned to take effect.

25. Performance of Government's Obligations. If Government shall fail to promptly perform any of its obligations under this Agreement, ONB may, at its option, perform any act or make any payment that ONB deems necessary for the maintenance and preservation of this Equipment, including, but not limited to, payments for satisfaction of liens, repairs, taxes, levies and insurance. All expenses incurred by ONB in performing such acts, including, but not limited to, legal fees and all such payments made by ONB together with late charges as provided in Paragraph 17 herein, shall be payable by Government to ONB on demand. The performance of any act or payment by ONB shall not be deemed a waiver or release of any obligation or default on the part of Government.

26. Indemnification. To the extent legally permissible under the laws of the State, Government agrees to indemnify, protect and hold harmless ONB and its assignees from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Government or ONB), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, or any failure on the part of Government to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect, notwithstanding the expiration or termination of the term of this Agreement. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall ONB, or its assignees, if any, be liable for any special, consequential, incidental or penal damages, including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, downtime costs or claims of Government for such damages or costs and claims associated with any treatment, handling, storage, processing or disposal or related aspect or action incurred with respect to environmental matters, and Government shall indemnify and hold harmless ONB and its assignees from any such damages.

27. Costs. Government shall pay ONB all Costs and Expenses related to the exercise of remedies with respect to any Escrow Agreement entered into to hold all or a portion of the principal amount of this Agreement pending disbursement thereof to pay the cost of any of the Equipment incurred by ONB in enforcing any of the terms, conditions or provisions of this Agreement and the Escrow Agreement.

28. Securities Matters. Government specifically acknowledges that ONB, or one or more of its assigns, may assign or otherwise transfer this Agreement, serialize the Payments and issue Certificates all as provided in Paragraph 15 above. Government specifically acknowledges that ONB or

one or more of its assigns may also engage and utilize a Placement Agent for the purpose of assisting with the sale of such Certificates, all without expense to Government. Government acknowledges and agrees that the Certificates, when issued, shall be deemed securities of Government, as to which Government shall have certain responsibilities and liabilities. Government hereby authorizes ONB and Placement Agent to act on its behalf for the limited purpose of preparing and deeming final an Offering Memorandum. Government hereby agrees to cooperate fully with ONB and Placement Agent with respect to the issuance of the Certificates and to provide additional closing certificates, satisfactory documentation, specific information regarding the Equipment that it is leasing hereunder, and demographic and financial information concerning Government, for inclusion in the Offering Memorandum, all as reasonably requested, and Government represents and warrants that such information provided to ONB or the Placement Agent is true and accurate in all material respects when delivered. ONB agrees to hold Government harmless from any damages or claims arising from ONB's negligent or intentional acts or omissions in connection with the sale of the Certificates. Further, Government authorizes the Placement Agent and any Custodian to deliver the Offering Memorandum to any subsequent Governments, in whole or in part, of the Certificates. Finally, acknowledging that the Certificates will be Municipal Securities, Government agrees to provide certain continuing disclosures, including specifically annual financial statements and information related to listed events such as those required by Rule 15c2-12(b)(5) of the Securities and Exchange Commission, to enter into a separate Continuing Disclosure Agreement with ONB and/or its assigns to ensure such disclosures are made and to provide to ONB or its assigns a DTC Letter of Representations, executed by Government, all as reasonably requested by ONB or Placement Agent.

29. **Authority of Government.** Government represents and warrants that its **Warrick County Board of Commissioners** has approved this Agreement and has authorized its execution. Government further represents and warrants that the authority to enter into and consummate this Agreement includes the additional authority to issue the Certificates, and to execute those additional documents and forms related to the issuance of the Certificates, including those Exhibits and Additional Documents listed in the Index of Exhibits.

30. **Miscellaneous.**

(a) ONB reserves the right to enter upon Government's property during business hours at any time, but without undue disruption or interference with the operations of Government's business or any location where the Equipment is located, to inspect the same or to make such repairs as ONB may deem advisable or to otherwise protect ONB's right and interest in the Equipment.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Government may be waived except by the written consent of ONB, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude ONB from invoking such remedy at any later time prior to Government's cure of the condition giving rise to such remedy. ONB's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State, without giving effect to its choice of laws provisions.

(d) This Agreement constitutes the entire agreement between the Parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both ONB and Government.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(f) ONB hereunder shall have the right at any time or times, by notice to Government, to designate or appoint any person or entity to act as agent or trustee for ONB for any purposes hereunder.

(g) Government will immediately notify ONB in writing of any loss to or change occurring in or to the Equipment or a change in Government's address, or in any fact or circumstance warranted or represented by Government to ONB, or if any Event of Default occurs.

(h) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 13th day of September in the year 2016.

("ONB")

Old National Bank

By: _____, VP

Name: Jeff Sims

Title: Commercial Relationship Manager

ONB Notice Address:

Old National Bank
One Main Street
Evansville, Indiana 47708
Attn: Corporate Lending

("Government")

Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

Government Notice Address:

Warrick County, Indiana
107 W Locust St
Boonville, IN 47601
Attn: Don Williams

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INDEX OF EXHIBITS TO INSTALLMENT PURCHASE AGREEMENT

1.	Exhibit A:	Definitions
2.	Exhibit B:	Equipment Schedule
3.	Exhibit C:	Payment Schedule
4.	Exhibit D-1:	Payment Request Form*
	D-2:	Acceptance Certificate*
	D-3:	Waiver of Lien Form*
5.	Exhibit E:	Tax Agreement and Arbitrage Certificate
6.	Exhibit F:	Post-Issuance Compliance Guidelines for Tax-Exempt Installment Purchase Agreements
7.	Exhibit I:	Final Certificate of Acceptance
8.	Exhibit J:	Certificate of Insurance
9.	Exhibit K:	Certificate of Incumbency and Essential Use Certificate
10.	Exhibit L:	Government Authorizing Resolution
11.	Exhibit M:	Form of Government's Counsel Opinion

ADDITIONAL DOCUMENTS

1. Form 8038-G and Evidence of Filing
2. Application Acknowledgement

EXHIBIT A

DEFINITIONS

Definitions: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes of the Agreement:

1.01 "*Additional Payments*" means any amounts (other than Installment Purchase Payments) required to be paid by Government pursuant to the terms of the Agreement.

1.02 "*Agreement*" means the Installment Purchase Agreement, together with each of the exhibits, schedules, or other documents attached to the Agreement or referenced therein, as supplemented and amended from time to time.

1.03 "*Agreement Term*" means the term of the Agreement as specified in Paragraph 2 of the Agreement.

1.04 "*Certificates*" means certificates of participation or other instruments representing the right of the holder thereof to receive a portion of the Payments being made by Government to ONB or its assigns.

1.05 "*Certificate of Incumbency and Essential Use Certificate*" means a certificate in substantially the form of Exhibit K and which shall be delivered by Government to ONB prior to Closing, as provided in Paragraph 22 of the Agreement.

1.06 "*Certificate of Insurance*" means a certificate to be attached to the Agreement as Exhibit I and which shall be delivered by Government to ONB prior to Closing, in satisfaction of Government's obligations regarding insurance, as provided in Paragraph 10 of the Agreement.

1.07 "*Closing*" means the latest to occur of: (i) execution of the Agreement by all of the applicable Parties as the case may be and delivery of all required certificates and opinions; (ii) the Effective Date of the Agreement as set forth in the beginning paragraph of the Agreement.

1.08 "*Continuing Disclosure Agreement*" means an agreement pursuant to which Government will provide certain continuing annual disclosures and certain periodic disclosures of material events for purposes of allowing a Placement Agent of the Certificates to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

1.09 "*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

1.10 "*Costs and Expenses*" shall mean, to the extent allowed by law: *(i)* reasonable attorneys' fees if the Agreement is referred for collection to an attorney other than a salaried employee of ONB or the holder of the Agreement; *(ii)* court costs and disbursements, including such costs in the event of any action necessary to secure possession of the Equipment; and *(iii)* actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure of the Equipment.

1.11 "*Custodian*" means a financial institution with trust powers or other similar custodial agent pursuant to an agreement defining the terms and conditions of such custodial arrangement (the "Custodial Agreement") delivered by ONB, or its assignees, in connection with the offer and sale of Certificates.

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1.12 "*DTC*" shall mean the Depository Trust Company, a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the Provisions of Section 17a of the Securities Exchange Act of 1934, as amended.

1.13 "*Equipment*" means (a) the equipment identified in the Equipment Schedule attached to the Agreement as Exhibit B, (b) any property acquired in substitution, renewal, repair or replacement for or as additions, improvements, accessions and accumulations to any of such equipment and (c) any accessories, equipment, parts and appurtenances appertaining or attached to any of such equipment or from time to time incorporated therein or installed thereon.

1.14 "Equipment Acquisition Fund" means the account by that name established and held by Escrow Agent pursuant to Article II of the Escrow Agreement.

1.15 "Escrow Agent" means initially Old National Wealth Management or any successor thereto acting as escrow agent pursuant to the Escrow Agreement.

1.16 "Escrow Agreement" means the escrow agreement dated as of even date with the Agreement by and among ONB, Government and Old National Bank or any successor thereto acting as Escrow Agent pursuant to the Escrow Agreement.

1.17 "*Event of Default*" is defined in Paragraph 13 of the Agreement.

1.18 "*Final Acceptance Certificate*" means a certificate in substantially the form of Exhibit I and which shall be delivered by Government to ONB prior to Closing, as provided in Paragraph 22 of the Agreement.

1.19 "*Gross-Up Installment Purchase Payment*" means, with respect to any Installment Purchase Payment, an additional purchase payment in an amount sufficient such that the sum of the additional purchase payment plus the Installment Purchase Payment would, after the two payments were reduced by the amount of any federal, State or local income tax (including any interest or penalties) actually imposed thereon, equal the amount of the Installment Purchase Payment.

1.20 "*Government*" means the entity referred to as the Warrick County, Indiana in the introductory paragraph of the Agreement.

1.21 "*Installment Purchase Payments*" means the amounts (allocable to a principal component and an interest component) payable by Government pursuant to the provisions of the Agreement, as payments for the contract price for the Equipment as set forth in Exhibit C to the Agreement. As provided in the Agreement, Installment Purchase Payments shall be payable by Government directly to ONB in the amounts and at the times as set forth in Exhibit C to the Agreement.

1.22 "*Municipal Securities*" means any security exempt from the registration requirements of the Securities Act of 1933, as amended, as set forth in Section 3(a)(2) of such Act.

1.23 "*Nonappropriation*" means the failure or refusal of Government to Obligate funds to pay the Payments in any fiscal year.

1.24 "*Notice and Consent to Assignment*" means a certificate in substantially the form of Exhibit G and which shall be delivered by and between the Parties as provided in Paragraph 15 hereof.

1.25 "*Obligate*" means that Government commits its general funds, or funds from any source available, to a specific purpose.

1.26 "*Offering Memorandum*" means any form of a disclosure document that provides disclosure regarding the Agreement, the Government and such other matters as may be required, sufficient to meet the requirements of any law by which the Certificates will be offered

1.27 "*ONB*" means (a) the entity referred to as ONB in the first paragraph of the Agreement or (b) any assignee or transferee of any right, title or interest of ONB in and to the Equipment and the Agreement (including Installment Purchase Payments) pursuant to Paragraph 15 of the Agreement, but does not include any entity solely by reason of that entity retaining or assuming any obligation of ONB to perform hereunder.

1.28 "*Payments*" means the Installment Purchase Payments and the Additional Payments, collectively.

1.29 "*Payment Date*" means the date for payment of Installment Purchase Payments as set forth in Exhibit C to the Agreement.

1.30 "*Placement Agent*" means a registered dealer, within the meaning of the Securities Act of 1933, as amended, acting in the capacity of an underwriter of a public offering of the Certificates or as a private placement agent of a private placement of the Certificates, as the case may be.

1.31 "*Prepayment Option Price*" means the price determined pursuant to Paragraph 12 and Exhibit C of the Agreement at which Government may purchase from ONB all of the Equipment on any Payment Date prior to the scheduled payment of all Installment Purchase Payments to be paid under Paragraph 12 and Exhibit C to the Agreement for the Equipment.

1.32 "*Qualified Volunteer Fire Department*" shall mean any organization (i) which is organized to provide firefighting or emergency medical services for persons in an area (within the jurisdiction of such political subdivision) which is not provided with any other firefighting services, and (ii) which is required (by written agreement) by the political subdivision to furnish firefighting services in such area.

1.33 "*Registration Agent*" shall mean the ONB, or its assigns, keeping record of the registered owner of the Agreement (and the Certificates, if applicable), for purposes of Section 149(a) of the Code.

1.34 "*State*" means the State of Indiana.

1.35 "*Tax Agreement and Arbitrage Certificate*" means that certain separate agreement to be executed by Government in substantially the form of Exhibit E to the Agreement, ensuring compliance with the Code, including the non-arbitrage provisions thereof.

1.36 "*Vendor*" means any vendor, manufacturer, supplier, distributor or seller of the Equipment.

EXHIBIT B

EQUIPMENT SCHEDULE

The below-described Equipment also includes all related licenses, additions, attachments, accessions, and substitutions to the Equipment, and any revenues, profits, or other proceeds from the Equipment whenever owned or hereafter acquired or existing, together with all related manuals, records, data and product documentation. Government hereby certifies that the description of the Equipment set forth below constitutes an accurate description of the "Equipment," to which the attached Payment Schedule to the Agreement is applicable.

2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT2HN753316
2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT4HN753317
2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT6HN753318

Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

Location of Equipment: Warrick County, Indiana

Dated as of the Effective Date.

See the following pages B-1 through B-3.

Sternberg ☐ Chrysler Center 1791 HWY 231S Jasper, IN 47546 812-482-5125
Sternberg ☐ International 1791 HWY 231S Jasper IN 47546 812-482-5125
Sternberg ☑ International 8950 N Kentucky Ave. Evansville, IN 47725 812-867-0077
Sternberg ☐ International 101 W. Dillman Rd. Bloomington IN 47402 812-824-0889
Sternberg ☐ Ford 600 W. Washington Dale, IN 47523 812-937-4445
DJ Leasing Inc. ☐ Thrifty Car Sales 6507 Preston HWY Louisville, KY 40219 502-962-6442

www.sternbergs.com

PURCHASERS NAME Warrick County Highway Dept. DATE 9/07/16
PURCHASERS ADDRESS 555 Roth Road RESIDENCE PHONE
CITY STATE & ZIP Boonville, IN 47601 BUSINESS PHONE 812-897-6126
PO NO 16-28397 FED. ID NO 35-6000210 CELL #
SALE TAX EXEMPT NO 003119076001 EMAIL ADDRESS FAX #
DOB Party 1 DOB Party 2 Business Link No LEASED TO Control #
County of Residence Collision Ded. Comp Ded. Expiration
Ins. Co. Address:
Agent Name Phone # Policy #

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☑ NEW ☐ VAN ☐ CAR ☐ USED ☑ TRUCK ☐ SUV STOCK #
YEAR 2017 MAKE International
MODEL OR SERIES WorkStar 7600 BODY TYPE Dump/Plow
COLOR Red MILEAGE
MVI OR SERIAL NO 3HTGSSNT6HN753318
TO BE DELIVERED ON OR ABOUT WARRANTY New Factory

CONTRACTUAL DISCLOSURE STATE FOR USED VEHICLE ONLY
"The information you see on the window form this vehicle is part of the contract information on the window form overrides any contrary provision in the contract of sale."

DISCLAIMER OF WARRANTIES
"All warranties on this vehicle are the manufacturers. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. This disclaimer by the seller in no way effects the terms of the manufacturer's warranty.

USED VEHICLE TRADED-IN AND/OR OTHER CREDITS

YEAR 2002 MAKE Sterling STOCK #
MODEL OR SERIES LT7500 BODY TYPE Dump
COLOR Red MILEAGE 301,898
MVI OR SERIAL NO 2FZHATAK02AJ06407
BALANCE OWED TO n/a
ADDRESS

TRADE-IN CERTIFICATION THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (Initial)
Purchaser agrees that this Order includes all of the terms and conditions on the face, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating the subject matters covered hereby, and THAT ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this order.

PRICE OF VEHICLE	$187,766	50
Dealer Installed Factory Parts		
Non Factory Installed Parts		
TEMP. TAG YES ☑ NO ☐		
LESS. TRADE-IN	$12,500	00
FEDERAL EXCISE TAX		
BALANCE OWED ON TRADE		
DIFFERENCE	$175,266	50
SALES / USE TAX		n/a
LESS REBATE		
REBATE		
REBATE		
REBATE		
TIRE TAX	$3	50
LIC & REGISTRATION		
APPLICATION FEE / LIEN FILING FEES		
PPD Fin Chg		
LGI		
SERVICE CONTRACT		
GAP		
SUBTOTAL		
DEPOSITION / CASH DOWN		
TERM		
LIEN HOLDER		
ADDRESS		
TOTAL	$175,270	00
PURCHASER SIGNATURE		
SALESMAN Maury Buoltel		

RETAIL ORDER FOR A MOTOR VEHICLE

Sternberg ☐ Chrysler Center 1791 HWY 231S Jasper, IN 47546 812-482-5125
Sternberg ☐ International 1791 HWY 231S Jasper IN 47546 812-482-5125
Sternberg ☑ International 8950 N Kentucky Ave. Evansville, IN 47725 812-867-0077
Sternberg ☐ International 101 W. Dillman Rd. Bloomington IN 47402 812-824-0889
Sternberg ☐ Ford 600 W. Washington Dale, IN 47523 812-937-4445
DJ Leasing Inc. ☐ Thrifty Car Sales 6507 Preston HWY Louisville, KY 40219 502-962-6442

www.sternbergs.com

PURCHASERS NAME Warrick County Highway Dept. DATE 9/07/16
PURCHASERS ADDRESS 555 Roth Road RESIDENCE PHONE
CITY STATE & ZIP Boonville, IN 47601 BUSINESS PHONE 812-897-6126
PO NO 16-28397 FED. ID NO 35-6000210 CELL #
SALE TAX EXEMPT NO 003119076001 EMAIL ADDRESS FAX #
DOB Party 1 DOB Party 2 Business Link No LEASED TO Control #
County of Residence Collision Ded. Comp Ded. Expiration
Ins. Co. Address:
Agent Name Phone # Policy #

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☑ NEW ☐ VAN ☐ CAR ☐ USED ☑ TRUCK ☐ SUV STOCK #
YEAR 2017 MAKE International
MODEL OR SERIES WorkStar 7600 BODY TYPE Dump/Plow
COLOR Red MILEAGE
MVI OR SERIAL NO 3HTGSSNT2HN753316
TO BE DELIVERED ON OR ABOUT WARRANTY New Factory

CONTRACTUAL DISCLOSURE STATE FOR USED VEHICLE ONLY
"The information you see on the window form this vehicle is part of the contract information on the window form overrides any contrary provision in the contract of sale."

DISCLAIMER OF WARRANTIES
"All warranties on this vehicle are the manufacturers. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. This disclaimer by the seller in no way effects the terms of the manufacturer's warranty.

USED VEHICLE TRADED-IN AND/OR OTHER CREDITS

YEAR 2004 MAKE Volvo STOCK #
MODEL OR SERIES VHD64B BODY TYPE Dump
COLOR Red MILEAGE 226,120
MVI OR SERIAL NO 4VSKC06F94N356640
BALANCE OWED TO n/a
ADDRESS

TRADE-IN CERTIFICATION THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (Initial)
Purchaser agrees that this Order includes all of the terms and conditions on the face, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating the subject matters covered hereby, and THAT ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this order.

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Non Factory Installed Parts		
TEMP. TAG YES ☑ NO ☐		
LESS. TRADE-IN	$24,500	00
FEDERAL EXCISE TAX		
BALANCE OWED ON TRADE		
DIFFERENCE	$163,266	50
SALES / USE TAX		n/a
LESS REBATE		
REBATE		
REBATE		
REBATE		
TIRE TAX	$3	50
LIC & REGISTRATION		
APPLICATION FEE / LIEN FILING FEES		
PPD Fin Chg		
LGI		
SERVICE CONTRACT		
GAP		
SUBTOTAL		
DEPOSITION / CASH DOWN		
TERM		
LIEN HOLDER		
ADDRESS		
TOTAL	$163,270	00
PURCHASER SIGNATURE		
SALESMAN Maury Buoltel		

RETAIL ORDER FOR A MOTOR VEHICLE

Sternberg	Sternberg	Sternberg	Sternberg	Sternberg	DJ Leasing Inc.
☐ Chrysler Center	☐ International	☑ International	☐ International	☐ Ford	☐ Thrifty Car Sales
1781 HWY 231S	1781 HWY 231S	8960 N Kentucky Ave.	101 W. Dillman Rd.	600 W. Washington	6507 Preston HWY
Jasper, IN 47546	Jasper IN 47546	Evansville, IN 47725	Bloomington IN 47402	Dale, IN 47523	Louisville, KY 40219
812-482-5125	812-482-5125	812-867-0077	812-824-9999	812-937-4445	502-962-6442

www.sternbergs.com

PURCHASERS NAME Warrick County Highway Dept. DATE 9/07/16
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SALE TAX EXEMPT NO 003119076001 EMAIL ADDRESS FAX #
DOB Party 1 LEASED TO
DOB Party 2
Business Link No Control #
County of Residence Collision Ded. Comp Ded. Expiration
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Agent Name Phone # Policy #

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YEAR 2017 MAKE International
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COLOR Red MILEAGE
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TO BE DELIVERED ON OR ABOUT WARRANTY New Factory

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"The information you see on the window form this vehicle is part of the contract information on the window form overrides any contrary provision in the contract of sale."

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"All warranties on this vehicle are the manufacturers. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by the seller in no way affects the terms of the manufacturer's warranty.

USED VEHICLE TRADED-IN AND/OR OTHER CREDITS

YEAR 2002 MAKE Sterling STOCK #
MODEL OR SERIES LT7500 BODY TYPE Dump
COLOR Red MILEAGE 273,841
MVI OR SERIAL NO 2FZHATAK92AJ86486
BALANCE OWED TO n/a
ADDRESS

TRADE-IN CERTIFICATION THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (Initial)
Purchaser agrees that this Order includes all of the terms and conditions on the face, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating the subject matters covered hereby, and THAT ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this order.

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Non Factory Installed Parts		
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LESS, TRADE-IN	$13,000	00
FEDERAL EXCISE TAX		
BALANCE OWED ON TRADE		
DIFFERENCE	$174,766	50
SALES / USE TAX		n/a
LESS REBATE		
REBATE		
REBATE		
REBATE		
TIRE TAX	$3	50
LIC & REGISTRATION		
APPLICATION FEE / LIEN FILING FEES		
PPD Pin Chg		
LBI		
SERVICE CONTRACT		
GAP		
SUBTOTAL		
DEPOSITION / CASH DOWN		
TERM		
LIEN HOLDER		
ADDRESS		
TOTAL	$174,770	00
PURCHASER SIGNATURE		
SALESMAN Maury Buoltel		

RETAIL ORDER FOR A MOTOR VEHICLE

EXHIBIT C

PAYMENT SCHEDULE

Date	Total Installment Purchase Payment	Interest Portion	Principal Portion	Principal Balance	Prepayment Option Price
07/1/2017	$ 114,421.03	$ 6,731.71	$ 107,689.32	$ 330,620.68	$ 337,233.09
07/1/2018	$ 114,421.03	$ 6,281.79	$ 108,139.24	$ 222,481.44	$ 226,931.07
07/1/2019	$ 114,421.03	$ 4,227.15	$ 110,193.88	$ 112,287.56	$ 114,533.31
07/1/2020	$ 114,421.03	$ 2,133.47	$ 112,287.56	$ 0.00	$
Total	**$457,684.12**	**$19,374.12**	**$438,310.00**		

Interest Portion: Interest rate applicable to Principal Portion is 1.90% calculated on the basis of U.S. Rule.

Method of Interest Calculation: U.S. Rule (no compounding), 360 Day Year

METHOD OF PAYMENT

_____ Automatic Clearing House (ACH) Debit

_____ Wire Transfer

X Check

Government hereby certifies that the Payment Schedule and Method of Payment reflected above are agreed and accurate.

Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

ONB: Old National Bank

By: Jeff Sims, VP

Name: Jeff Sims

Title: Commercial Relationship Manager
Dated as of the Effective Date.

EXHIBIT D-1

PAYMENT REQUEST FORM

Old National Bank ("ONB"), pursuant to the Installment Purchase Agreement dated September 7, 2016 between ONB and Government, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the Equipment costs described below. The amount shown below is due and payable and has not formed the basis any prior request for payment.

PAYEE: Sternberg International

AMOUNT: $438,310.00

DESCRIPTION OF THE EQUIPMENT:

2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT2HN753316
2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT4HN753317
2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT6HN753318

The Vendor of the items which are the subject of this Payment Request Form has waived all potential liens it may have arising from its providing of such items, as evidenced by a signed waiver of lien form attached hereto. Proof of payment to the Vendor (in the form of a written receipt, cancelled check or other evidence) is attached hereto.

DATED: September 13, 2016

Indicate Method for Payment Disbursement:

_____ Overnight Check __X__ Regular Mail Check _____ Wire Funds

Mailing Address: 8950 N Kentucky Ave
Evansville, IN 47725

GOVERNMENT: Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

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EXHIBIT D-2

ACCEPTANCE CERTIFICATE

The undersigned representative of **Warrick County, Indiana**, as Government under the Installment Purchase Agreement (the "Agreement") dated September 13, 2016., with Old National Bank (the "ONB"), acknowledges receipt in good condition of all the Equipment described in the listing(s) attached to this exhibit and as attested to further by the attached vendor invoices corresponding to the described equipment, and certifies that ONB has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

Government further acknowledges that it selected the Equipment so received. Government agrees that ONB made no representations and warranties whatever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, or otherwise of such equipment. Government specifically waives all right to make any claim against ONB or its assigns for breach of any warranty, or to interpose or assert any such defense counterclaim or setoff.

Dated this September 13, 2016.

Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

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EXHIBIT D-3

WAIVER OF LIEN FORM

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, an authorized representative of Sternberg International (the "Vendor") for and in consideration of the sum of $438,310.00, does hereby acknowledge that all monies due for materials furnished, work performed or labor furnished by Vendor or any person or entity employed by Vendor in connection with acquisition and installation of the Equipment described in the above-referenced Agreement to be located at 555 Roth Road in the **Warrick County, Indiana**, have been paid in full; and the undersigned, for and on behalf of Vendor, does hereby warrant and covenant that all monies due to Vendor, or to any person or entity employed by Vendor in connection with such construction and installation, have been paid in full, and Vendor does hereby release and relinquish any and all right, debt, cause of action or claim which Vendor, or any person or entity employed by Vendor, may have to assert a lien on or against the Equipment or the above-described property.

And the undersigned, for and on behalf of Vendor, further covenant and agree that Vendor will hold the above-referenced ONB and its successors and assigns harmless against any and all claims or asserted liens for materials or labor furnished by Vendor, or any person or entity employed by Vendor.

Given under my hand this 13th day of September, 2016.

Sternberg International

By: _____

Name: _____

Title: _____

D-3 -1

EXHIBIT E

TAX AGREEMENT AND ARBITRAGE CERTIFICATE

This Tax Agreement and Arbitrage Certificate (the "Certificate") is issued by the **Warrick County, Indiana** (the "Government"), in connection with that certain Installment Purchase Agreement (the "Agreement") dated as of the Effective Date defined in the Agreement by and between Old National Bank ("ONB") and Government. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Government as to future events regarding the financing of Equipment being purchased by Government, pursuant to and in accordance with the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, to fully fund the Agreement, ONB shall deposit $438,310.00 (the "Principal Amount") less any amount of principal disbursed directly to Vendor or to reimburse Government for any payment made to Vendor being a net amount of $0.00 into the Equipment Acquisition Fund pursuant to the Escrow Agreement dated as of even date with the Agreement to be applied to the acquisition of the Equipment and Government shall make Installment Purchase Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Government is an officer of Government delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Government adopted with respect to the Financing Documents, a copy of which has been delivered to ONB.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Government.

1.4. Government will execute a Form 8038-G or Form 8038-GC, as applicable, relating to such Agreement so that such form may be timely filed with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Non-Arbitrage Certifications.

2.1. The Installment Purchase Payments due under the Financing Documents will be made with monies retained in Government's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Installment Purchase Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Government that would be deemed to be: (i) issued or sold within fifteen (15) calendar days before or after the date of issuance of the Financing Documents; (ii) issued or sold pursuant to a common plan of financing with the Financing Documents; and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Government does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Government to acquire investments which produce a yield materially higher than the yield realized by ONB from Installment Purchase Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring the Equipment.

2.6. Government does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Government.

3.1. It is contemplated that the entire Principal Amount will be used for the purpose of paying the acquisition cost of Equipment; provided, that, if applicable, a portion of the Principal Amount may be paid to Government as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2, below, are satisfied.

3.2. Government is not requesting that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Government adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Government expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) calendar days before Government adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Government will not use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. The entire Principal Amount of the Agreement will be expended on the date of Closing for the purpose of paying the acquisition costs of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the principal amount of the Agreement is reasonably expected to be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate.

4.3. (a) Government covenants and agrees that it will rebate an amount equal to excess earnings to the Internal Revenue Service, if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. All of the Equipment has been previously acquired and accepted by Government.

(b) Government will provide evidence to ONB that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire principal amount of the payment schedule of the Agreement was expended on the Equipment by the date that is the six-month anniversary of the payment schedule of the Agreement, or (ii) the principal amount was expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the principal amount and interest earnings thereon was applied to the cost of the Equipment within six (6) months from the date of issuance of each respective payment schedule of the Agreement; at least sixty percent (60%) of the principal amount and interest earnings thereon was applied to the cost of the Equipment within twelve (12) months from the date of issuance of each respective payment schedule of the Agreement; and one hundred percent (100%) of the principal amount and interest earnings thereon was applied to the cost of the Equipment prior to eighteen (18) months from the date of each respective payment schedule of the Agreement.

Section 5. No Private Use; No Consumer Loan.

5.1. Government will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Government will not permit more than ten percent (10%) of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by: (i) any interest in property used or to be used for a Private Business Use, or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 5.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Government.

Section 6. No Federal Guarantee.

6.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be: (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 7. Weighted Average Maturity of Agreement and Weighted Average Economic Life of Equipment.

7.1. The weighted average maturity of the Payment Schedule (Exhibit C to the Agreement) of the Agreement is 2.05 years.

7.2. The weighted average remaining economic life of the Equipment exceeds 2.05 years.

Section 8. Miscellaneous.

8.1. The Chief Financial Officer of Government is hereby designated as the Compliance Officer to monitor post-issuance compliance of the Installment Purchase Agreement.

8.2. Government shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code, unless ONB or its assignee agrees to act as Government's agent for such purpose.

8.3. Government shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.4. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Government as the Effective Date defined in the Agreement.

Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: Board of Commissioners President

EXHIBIT F

WARRICK COUNTY, INDIANA
POST-ISSUANCE COMPLIANCE GUIDELINES FOR TAX EXEMPT
INSTALLMENT PURCHASE AGREEMENT

Warrick County, Indiana ("Government") has financed certain of its capital assets (the "Installment Purchase Agreement Financed Assets") using the proceeds of a tax exempt installment purchase agreement. In order to maintain the tax exempt status of interest on the Installment Purchase Agreement under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, the "Code"), Government must comply with the provisions of the Code from the date of issuance through final payment or maturity of the Installment Purchase Agreement. These post-issuance compliance responsibilities are summarized in the transcript of proceedings prepared in connection with the issuance of the Installment Purchase Agreement (the "Transcript").

The purpose of these Post-Issuance Compliance Guidelines (the "Guidelines") is to summarize the post-issuance responsibilities of Government. In connection with the Installment Purchase Agreement. The Chief Financial Officer of Government has been designated by Government as the representative responsible for establishing and coordinating compliance with these Guidelines ("Compliance Officer").

Post-Issuance Compliance Responsibilities Related to Maintaining the Tax Exempt Status of the Interest on the Installment Purchase Agreement

The Tax Agreement and Arbitrage Certificate of Government ("Tax Documents") contained in the Transcript describe the provisions of the Code that must be followed in order to maintain the tax exempt status of interest on the Installment Purchase Agreement. In addition, the Tax Documents contain the reasonable expectations of Government at the time of issuance of the Installment Purchase Agreement with respect to the use of the Installment Purchase Agreement proceeds and the Installment Purchase Agreement Financed Assets. These Guidelines supplement and support the covenants made by the Borrower in the Tax Documents. In order to comply with the covenants in the Tax Documents, Government must track and monitor the actual use of the Installment Purchase Agreement proceeds, the investment and expenditure of the Installment Purchase Agreement proceeds and the use of the Installment Purchase Agreement Financed Assets over the life of the Installment Purchase Agreement.

Government has responsibilities for identifying and monitoring the use of the Installment Purchase Agreement Financed Assets. The Compliance Officer shall designate certain staff members to assist in the implementation of such monitoring program. The Compliance Officer shall develop an inventory of Installment Purchase Agreement Financed Assets which contains and review the use of proceeds of the Installment Purchase Agreement no later than issuance of the Installment Purchase Agreement, and Government may reallocate particular assets to such Installment Purchase Agreement so long as such reallocation of proceeds is finalized no later than 18 months following acceptance of each respective piece of Equipment (as defined in the Installment Purchase Agreement) project completion. Any transfer, sale or other disposition of Installment Purchase Agreement Financed Assets must be reviewed and approved by the Compliance Officer after consultation with bond counsel.

Government has responsibilities with respect to monitoring the investment of Installment Purchase Agreement proceeds and determining whether a spending exception from rebate has been established and whether rebate calculations may be required. All of the proceeds of the Installment Purchase Agreement will be expended within six (6) months of the date of Closing for the governmental purpose of acquiring **2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT2HN753316;**

2017 International WorkStar 7600 Dump/Plow, Red, VIN 3HTGSSNT4HN753317; and 2017 International WorkStar 7600 Dump/Plow, Red; VIN 3HTGSSNT6HN753318 to be used in the snow removal and therefore no rebate will be owed on the Installment Purchase Agreement proceeds.

Compliance with Responsibilities Regarding Change in Use

Government has responsibilities to take certain remedial actions when required by Treasury Regulations Section 1.142-2 and Section 1.144-2 upon the occurrence of certain events. Such rules are more specifically discussed in the Tax Documents and Government should refer to the Financing Documents and consultant with Bond Counsel for guidance.

The undersigned authorized representative of Government hereby acknowledges his understanding of provisions of the Tax Documents, as summarized by the Post-Issuance Guidelines above, and represents that Government intends to comply with all post-issuance obligations with respect to the Installment Purchase Agreement.

Dated as of the Effective Date defined in the Agreement.

Warrick County, Indiana

By: _____

Name: Don Williams

Title: Board of Commissioners President

EXHIBIT I

FINAL CERTIFICATE OF ACCEPTANCE
(To be used after all Equipment has been delivered)

The undersigned, the **Warrick County, Indiana** (the "Government"), as purchaser of the Equipment under the Installment Purchase Agreement (the "Agreement") dated as of the Effective Date defined in the Agreement with Old National Bank (the "ONB"), hereby certifies:

1. The Equipment, as such term is defined in the Agreement, has been delivered and will be used at the location identified in Exhibit D attached to the Agreement which sites are all in the State of Indiana and within the geographic jurisdiction of Government.

2. Government has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it has accepted the Equipment for all purposes. The Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Agreement. Consequently, ONB shall pay on or before the Closing Date to Government the sum of $430,310.00 which shall be used by Government, together with other monies available to Government, to pay the purchase price of the Equipment.

3. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

4. Government acknowledges that ONB is not the Vendor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

5. In the future, in the event the Equipment fails to perform as expected or represented, Government will continue to honor the Agreement in all respects and continue to make the Installment Purchase Payments and Additional Payments under the Agreement in the normal course of business, and Government will look solely to the Vendor for recourse.

6. Government's source of funds for making the Installment Purchase Payments under the Agreement is its general fund and other legally available funds. Government expects and anticipates adequate funds to be available to make all future Installment Purchase Payments.

7. Government confirms that the commencement date of the Agreement is as of the Effective Date set forth in the Agreement, and it will commence payments pursuant to the Agreement, in accordance with Exhibit C to the Agreement.

Warrick County, Indiana

By: _____

Printed Name: Don Williams

Title: Board of Commissioners President

Dated this 13th day of September, 2016.

EXHIBIT J

CERTIFICATE OF INSURANCE

[Attach certificate of insurance complying with the requirements of Section 10 of the Agreement]

ACORD

WARRI-8 OP ID: RM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/15/2016

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(ies) must 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 First Advantage Insurance 107 North 3rd St Boonville, IN 47601 Rita McConnell	CONTACT NAME: Rita McConnell PHONE (A/C, No, Ext): 812-897-8100 FAX (A/C, No): 812-897-8110 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Governmental Interinsurance Ex	
INSURED Warrick County Commissioners 107 W Locust St Ste 301 Boonville, IN 47601	INSURER B : CHUBB	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			GIE02524	01/01/2016	01/01/2017	EACH OCCURRENCE $	3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $	
							MED EXP (Any one person) $	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY $	
	POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE $	
	OTHER:						PRODUCTS - COMP/OP AGG $	
							$	
A	AUTOMOBILE LIABILITY			GIE02214	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) $	3,000,000
	ANY AUTO						BODILY INJURY (Per person) $	
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $	
							$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE $	
	DED [ ] RETENTION $						$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT $	
							E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Comprehensive and collision deductibles are $1,000.00
2017 International WorkStar 7600 Dump/Plow, VIN: 3HTGSSNT2HN763316
2017 International WorkStar 7600 Dump/Plow, VIN: 3HTGSSNT4HN763317
2017 International WorkStar 7600 Dump/Plow, VIN# 3HTGSSNT6HN763318

CERTIFICATE HOLDER	CANCELLATION
Old National Bank ISAOA PO Box 918 Evansville, IN 47706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rita McConnell

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EXHIBIT K

INCUMBENCY AND ESSENTIAL USE CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Commissioner(s) of the Warrick County Board of Commissioners of the Warrick County, Indiana (the "Government"), a political subdivision or agency duly organized and existing under the laws of the State of Indiana, that I have custody of the records of such entity, and that, as of the date hereof, the individual named below is the duly elected or appointed officer of such entity holding the office set forth opposite his name. I further certify that: (i) the signature set opposite his name and title is his true and authentic signature, and (ii) such officer has the authority on behalf of such entity to enter into that certain Installment Purchase Agreement dated as of the Effective Date as defined in the Agreement between such entity and Old National Bank (the "Installment Purchase Agreement").

Name	Title	Signature
Don Williams	President	Don Williams

I further hereby certify that the Equipment set forth on Exhibit B to the Installment Purchase Agreement is essential to the governmental functions of the Government. Government has an immediate need for, and expects to continue to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Government for the purpose of performing one or more of Government's governmental functions consistent with the permissible scope of Government's authority and not in any trade or business carried on by any person other than Government.

IN WITNESS WHEREOF, I have set my hand as of the Effective Date as defined in the Agreement.

By: Marlin Weisheit
Marlin Weisheit, Commissioner
Warrick County Board of Commissioners

By: Don Williams
Don Williams, President, Commissioner
Warrick County Board of Commissioners

COMMISSIONERS' RESOLUTION 2016-08

EXHIBIT L

GOVERNMENT AUTHORIZING RESOLUTION

WHEREAS, the **Warrick County, Indiana** (the "Government") desires to finance the acquisition of **3 snow plows** to be provided by **Sternberg International** pursuant to an agreement between the Government and **Sternberg International** dated September 7, 2016 by entering into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Old National Bank (the "ONB") to assist in the funding of the Government's strategic plan (the "Financing");

WHEREAS, the Government has complied with all applicable public bidding laws of the State of Indiana; and

NOW THEREFORE, be it resolved by the **Warrick County Board of Commissioners** of the Government as follows:

1. The entering into an Installment Purchase Agreement with ONB is hereby approved subject to the following limitations: (a) the aggregate principal amount shall not exceed $438,310.00; (b) the per annum interest rate shall not exceed 1.90%; and (c) installment payments shall be made semi-annually commencing July 1, 2017 with the final payment being due not later than July 1, 2020.

2. There is hereby delegated to Don Williams in his capacity as **Board of Commissioners President** of the Government (the "**Board of Commissioners President**") the power and authority of this **Warrick County Board of Commissioners** to take any action as may be determined by such party to be appropriate or necessary to carry out the Financing and this resolution, such determination to be conclusively evidenced by such party's taking of such action.

3. The **Board of Commissioners President** is hereby authorized, for and on behalf of the Government, to execute and deliver any contract, agreement, certificate or other instrument or to take any other action determined by them or any of them to be appropriate or necessary to carry out the Financing, such determination to be conclusively evidenced by such officer's or officers' or **Board of Commissioners President's** having executed such contract, agreement, certificate or other instrument or having taken such other action, and any execution of any such contract, agreement, certificate or other instrument and any taking of any such other action heretofore effective is hereby ratified and approved.

ADOPTED this 12th day of September, 2016.

By: Marlin Weisheit

Name: Marlin Weisheit

Title: Commissioner

By: Don Williams

Name: Don Williams

Title: Commissioner, President

L-1

EXHIBIT M

FORM OF WARRICK COUNTY, INDIANA COUNSEL OPINION

LAW OFFICES OF

FINE & HATFIELD
A PROFESSIONAL CORPORATION

420 N. W. SECOND STREET
P.O. BOX 779
EVANSVILLE, INDIANA 47705-0779
TELEPHONE (812) 426-3602
FAX (812) 421-4209

TODD I. GLASS
Email: tig@fine-hatfield.com

September 14, 2016

Old National Bank
Evansville, Indiana

Re: Installment Purchase Agreement dated September 13, 2016 (the "Agreement"), between the Warrick County, Indiana, and Old National Bank

To Whom It May Concern:

Be advised that the law firm of Fine & Hatfield, A PROFESSIONAL CORPORATION, have acted as counsel to Warrick County, Indiana (hereinafter "County") with respect to the Installment Purchase Agreement dated September 13, 2016 (hereinafter "Agreement") and various related matters, and in this capacity have reviewed a duplicate, original, or certified copy thereof and along with all Schedules and/or Exhibits attached thereto. Any terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. The County is a political subdivision of the State of Indiana (the "State") within the meaning Section 103 (c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. The County is authorized and has the power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreement has been duly authorized, executed and delivered by and on behalf of the County, and assuming the due authorization, execution and delivery by the other parties thereto, is a legal, valid and binding obligation of the County enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Agreement and all other proceedings of the County relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

FINE & HATFIELD
A PROFESSIONAL CORPORATION

Old National Bank
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September 14, 2016

5. The execution of the Agreement and the appropriation of monies to pay the Installment Purchase Payments coming due thereunder do not and will not result in the violation of any constitution, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by the County.

6. Indiana's public bidding statutes do not apply to this Agreement; however, to the extent that Indiana's public bidding statutes apply, all applicable public bidding requirements have been met.

7. There is no limitation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of the County the authority of the County or its officers or its employees to enter into the Agreement, the proper authorization and/or execution of the Agreement or the documents contemplated thereby, or the ability of the County otherwise to perform its obligations under the Agreement and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

8. The Equipment is personal property and as it is being used by the County has not become a fixture, and the County has covenanted that it will not use the Equipment in a manner that would cause the Equipment to become fixtures under the laws of the State. Upon the filing of UCC-1 financing statements with the proper filing office or notation upon certificates of title, as applicable, the Agreement shall create and perfect a valid and continuing security interest in the Equipment described in the Agreement and Financing Statements to the extent a security interest therein can be perfected by the filing of a financing statement. Our opinions in this paragraph 8 are subject to the following additional assumptions, qualifications, limitations and exceptions:

i. Except as expressly set forth above, Fine & Hatfield expresses no opinion as to any actions that may be required to be taken periodically under the Indiana UCC or other applicable law in order for the validity or perfection of any security interest to be maintained.

ii. Fine & Hatfield calls to your attention that actions taken by a secured party (e.g., releasing or assigning the security interest, delivering possession of the collateral to the debtor or another person and voluntarily subordinating a security interest) may affect the validity, perfection or priority of a security interest.

iii. Fine & Hatfield notes that, if any of the collateral is or becomes evidenced by instruments (including, without limitation, promissory notes) or tangible chattel paper or any other property in which a security interest may be perfected by taking

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A PROFESSIONAL CORPORATION

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September 14, 2016

possession, the local law of the jurisdiction where such property is located will govern (a) the perfection, the effect of perfection or non-perfection and the priority of a possessory security interest in such property and (b) the effect of perfection or non-perfection and the priority of a non-possessory security interest in such property. We further note, that, except as otherwise provided in Section 9-301(d) of the applicable Uniform Commercial Code, the local law of the jurisdiction where such property is located will govern (a) perfection of a security in the goods by filing a fixture filing, (b) perfection of a security interest in timber to be cut and (c) the effect of perfection or nonperfection and the priority of a nonpossessory security interest in the collateral.

9. A resolution of the Board of Commissioners of Warrick County, Indiana was duly adopted by such governing body on September 12, 2016, and such resolution has not been amended, modified, supplemented or repealed, and remains in full force and effect.

This opinion may be relied upon by the addressees hereof and their successors and assignees of interests in the Agreement, but only with regard to matters specifically set forth herein.

Very truly yours,

FINE & HATFIELD
A PROFESSIONAL CORPORATION

By:

Todd I. Glass

jbd/tig

W:\Hatfield*.doc\Todd I. Glass\DOCS\PARTMENT\Attorney Documents\09-13-2016 Validity Opinion for Truck Purchase.docx

FORM 101 FROM BOARD AND INSTRUCTIONS

Form **8038-G** (Rev. September 2011) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations
▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: If the issue price is under $100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: Warrick County, Indiana
2 Issuer's employer identification number (EIN): 356000210
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
3b Telephone number of other person shown on 3a: 812-897-6120
4 Number and street (or P.O. box if mail is not delivered to street address): 107 W Locust Street; Room/suite: 5
5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code: Boonville, IN 47601
7 Date of issue: 09/13/2016
8 Name of issue: Installment Purchase Agreement
9 CUSIP number: N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions): Roger Simmons
10b Telephone number of officer or other employee shown on 10a: 812-897-6120

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	438,310 00
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If obligations are TANs or RANs, check only box 19a ▶ ☐		
19b	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 07/01/2020	$ 438,310.00	$ N/A	2.08 years	1.60 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

Form 8038-G (Rev. 9-2011) Page 2

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool obligation ▶		
c	Enter the EIN of the issuer of the master pool obligation ▶		
d	Enter the name of the issuer of the master pool obligation ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process the return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative — Date 9-14-16 — ▶ Don Williams, President, Commissioners — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name — Preparer's signature — Date — Check ☐ if self-employed — PTIN
Firm's name ▶ — Firm's EIN ▶
Firm's address ▶ — Phone no.

Form **8038-G** (Rev. 9-2011)

September 13, 2016

VIA UPS
Tracking Number: _____

Internal Revenue Service Center
1160 West 1200 South
Ogden, Utah 84201

RE: **Warrick County, Indiana**
Installment Purchase Agreement dated as of September 13, 2016

Ladies and Gentlemen:

Enclosed please find one original of Information Return for Tax-Exempt Governmental Obligations (Form 8038-G) with respect to the above-referenced transaction.

If you should have any questions, please forward your inquiry by email to Anna.Tooley@oldnational.com.

Very truly yours,

Anna Tooley, Agent Team Lead

Enclosure

cc: Don Williams *(w/encl. via email)*

OLD NATIONAL
Member of Old National Bancorp

Commercial Credit Application Acknowledgement

The undersigned (the "Applicant," whether one or more persons and/or entities, as borrowers or guarantors, separately and collectively) are applying for a loan(s) from Old National Bank ("Bank") in the amount of $ 235,328.82 on 09/13/2016 (Application Date).

Applicant certifies that the information provided in the application is true and correct as of the date of this acknowledgement. Applicant understands that any intentional or negligent misrepresentation of the information contained in the application may result in civil liability and/or criminal penalties including but not limited to fine or imprisonment or both under the United States Code, Title 18, Section 1001, et seq. and liability for monetary damages to Old National, its agents, successors and assigns, and any other person who may suffer any loss due to reliance upon the misrepresentation in the application. Applicant authorizes Bank to file financing statements under the Uniform Commercial Code prior to execution of loan documents as Bank deems necessary to perfect security interests in collateral. All persons signing below thereby consent to Bank obtaining of their consumer credit reports by Old National, either in connection with Bank's preliminary evaluation of Customer, or during any periodic review of Customer deemed necessary by Bank.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (THE "ACT") ACKNOWLEDGMENT AND CERTIFICATION. Restricted Transactions (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time) are prohibited from being processed through your Account or any other service offered or provided to you by us. In addition, we may refuse to process or block a transaction that we reasonably deem to be restricted by the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations, as may be amended from time to time. If you are a commercial customer (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time), you certify that you do not engage in an Internet gambling business.

In connection with your loan application, Old National may be soliciting, offering to sell, selling you an insurance product or annuity. Federal law requires bank to provide you with the following disclosures.

Credit Disclosures – (1) Bank, as a condition of granting you a loan, cannot require that you purchase an insurance product or annuity from Old National or any of its affiliates. (2) Bank, as a condition of granting you a loan, cannot require your agreement not to obtain or prohibit you from obtaining an insurance product or annuity from an unaffiliated entity.

The Federal Equal Credit Opportunity Act (ECOA) prohibits discrimination against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the person has the capacity to contract), or because of any rights exercised under the Consumer Credit Protection Act. However, information regarding ethnicity, race, and gender is requested because of any rights exercised under the Consumer Credit Protection Act. However, information regarding ethnicity, race, and gender is requested for fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but you are encouraged to do so. You may select one or more designations for "Race". The law provides that a lender may not discriminate on the basis of this information, or on whether you choose to furnish it. However, if you choose not to furnish the information and you have made this application in person, under federal regulations the lender is required to note ethnicity, race, and gender on the basis of visual observation or surname.

Borrower: Authorized Signer For WARRICK COUNTY HIGHWAY DEPARTMENT Date 9/14/2016

If Application Not Taken In Person – Initials of RM Required TV

MAIN OFFICE
OLD NATIONAL BANK
1 MAIN STREET
PO BOX 1343 • EVANSVILLE IN 47708-0059

STATEMENT Invoice N#0000007051140
FROM 174 COMMERCIAL LENDING EVANSVILLE
1 MAIN STREET
PO BOX 1343
EVANSVILLE, IN 47708-0059

WARRICK COUNTY, INDIANA
107 W LOCUST ST
BOONVILLE, IN 47601-1844

09-13-2016
Date

PLEASE MAKE YOUR CHECK PAYABLE TO OLD NATIONAL BANK AND REMIT IN THE ADDRESS ABOVE

DATE			BALANCE
09-13-2016	0000007051140	283 - CORP/TAX EXEMPT NON BNK QUAL SCHED IFB X74 -	
	Origination Fee		150.00
			150.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of 9-12-16, by and between TRAVIS ALEXANDER (hereinafter called "Contractor"), and WARRICK COUNTY BOARD OF HEALTH ("BOARD"), BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS ("COMMISSIONERS"):

1. **Nature of Contract.** The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this Agreement shall be construed to constitute an agreement for employment. Pursuant to the status of as an independent contractor, Contractor acknowledges that the BOARD will withhold no federal, state or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of funds dispersed in the form of compensation as required by law, and responsibility for any and all tax liabilities incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.

2. **Scope of Services.** Contractor shall perform all services required to develop, direct, and operate a public health awareness program for Warrick County, to assist the BOARD in addressing public health concerns regarding the West Nile and Zika Viruses, the transmission of West Nile and Zika Viruses, and other vector control issues. Contractor's duties shall include, but not be limited to the following:
   a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program. Continue aggressive spray program to combat West Nile and Zika Viruses during mosquito season;
   b. Cooperating with local and state agencies responsible for responding to and documenting all complaints and concerns or the transmission of the West Nile and Zika Viruses;
   c. Functioning as the representative for the Department in county-wide vector control and West Nile and Zika Virus transmission awareness events;
   d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

   In addition to duties related to West Nile Virus, Zika Virus and vector control, Contractor will be responsible for assisting Health Department Administrator in duties including but not limited to the following:
   a. Performing initial and follow-up dye tests for existing septic systems;
   b. Assessing the conditions of homes and properties upon which complaints have been submitted;
   c. Periodic inspections of newly installed or repaired septic systems;

d. Obtaining and submitting water samples from poorly draining areas (e.g., surface water, ditches, etc.) to have tested if improper waste removal is suspected.

3. **Term of Contract**. This Agreement shall be effective as of 01/01/2017 and terminate on 12/31/2017, unless terminated sooner.

4. **Hours; Office; Supplies**. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by BOARD, after approved by the BOARD.

5. **Compensation**. As compensation for services, Contractor shall be paid $2,400.00 per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana.

6. **Audit Records**. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. **Liability for Injuries or Damages to Person or Property**. Contractor understands and agrees that due to his status as independent contractor, he is not covered as an employee under any worker compensation insurance policy, and the BOARD shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his duties under this Agreement.

8. **Subcontracting/Assignment**. Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the BOARD.

9. **Termination**. Either party shall have the right to terminate this Agreement without cause upon the giving of Sixty (60) days written notice to the other party, and the Board shall have the right to terminate this contract on Thirty (30) days notice if notified by the county council or state of Indiana that the Indiana Local Health Department Trust Account funds are unavailable.

10. **Remedies**. In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate the Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. **Monitoring of Contracted Work**. The Health Department shall be responsible for monitoring the work of Contractor to ensure that the services detailed in this agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

Conditions precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code 36-2-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, the Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the 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. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or County. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions, the County may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

Taxes. The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

Maintaining a Drug-Free Workplace. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the County in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

E. Within thirty (3) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Indemnification. The Contractor agrees to indemnify, defend, and hold harmless County, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County shall not provide such indemnification to the Contractor.

Insurance.

A. The Contractor shall carry automobile, public liability and workers compensation insurance in the amounts as follows:

i) Worker's Compensation, including Occupational Disease and Employer's Liability Insurance covering all Contractor employees engaged in the performance of this Contract. Employer's Liability Insurance shall have a minimum limit of $500,000 each accident and a $1,000,000 disease policy limit.

ii) Comprehensive General Liability Insurance, including Contractual Liability Insurance with minimum limits of $1,000,000 for Bodily Injury and $1,000,000 for Property Damage per occurrence.

iii) Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of $1,000,000 for Bodily Injury and $2,000,000 for Property Damage.

iv) The insurance policies providing the insurance set forth in this section will provide that County is endorsed as an additional insured and will include a Severability of Interest clause in favor of County.

v) Within two business days of all accidents or occurrences resulting in injury to Contractor employees or third parties, or damage to property of County or another, Contractor shall furnish County with a copy of all reports prepared for the submission to Contractor 's insurance Contractor.

vi) Contractor represents (1) that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30) days prior written notice of cancellation or modification to County, and (2) that the Contractual Liability Insurance, if required hereunder, shall by appropriate endorsement, or otherwise, specifically insure the terms and provisions as expressed in this Contract.

B. The Contractor's insurance coverage must meet the following additional requirements: The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

C. Any deductible or self-insured retention amount or other similar obligation under the insurance policies may not exceed One Thousand Dollars ($1,000.00) and shall be the sole obligation of the Contractor.

D. The County will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this Contract shall not be limited by the insurance required in this Contract.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract.

F. Contractor shall furnish certificates of insurance and all endorsements to the County before the commencement of this Contract.

G. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

General Provisions.

A. **Entire Agreement.** This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, there services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. **Severability.** In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. **Amendment.** No supplement, modification or amendment of this Contract will be binding unless in writing an executed by all of the parties that are signatories to the Contract.

E. **Headings.** The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

F. **Governing Law and Jurisdiction.** This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the state court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana

Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 12TH day of SEPTEMBER, 2016.

WARRICK COUNTY COMMISSIONERS

By [signature]
Don Williams – President

By [signature]
Marlin Weisheit

By ______________________
Richard Reid

[signature]
Contractor Signature

WARRICK COUNTY BOARD OF HEALTH

By [signature]

Printed Name Jeffery Mauck, DVM

Its President

Contract # 838877

UniFirst U1st

NEW ACCOUNT ☒ EXISTING ACCOUNT ☐
INSTALLATION DATE ______

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Warrick County
ADDRESS 107 W. Locust St. Ste 301
Boonville IN 47601
PHONE 812-897-6120

LOC. NO. 086
ROUTE NO. ______
DATE 08/02/16
SIC/NAICS ______

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD	TOTAL FULL SERVICE	TOTAL VALU-LEASE
12CH-Dickie Jean			1			.26	S		
1001-100% Cotton Pant			1			.28	S		
1002-65/35 Work Pant			1			.19	S		
4277-T-Shirt			1			.12	S		
02HY-ANSI Class 2 Shirt			1			.21	S		
09AH-LS Button Down Class 2 Shirt			1			.35	S		
06AH-SS Button Down Class 2 Shirt			1			.32	S		
10HD-Standard Jean			1			.30	S		
0101-LS 100% cotton Shirt			1			.23	S		
0201-SS 100% cotton Shirt			1			.21	S		
3x5 Mats			1			2.00			
4x6 Mats			1			2.40			
3x10 Mats			1			3.00			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	.35
Company emblem per piece	1.25
Direct Embroidery: Wearer name per piece	
Company name per piece	
DEPE (See description on reverse side)	5.00

CHARGE	AMOUNT
Non-stock sizes per piece	2.25
Special cuts per piece	NC
Restock/Exchange per piece	1.00
Automatic Wiper Replacement	
Automatic Linen Replacement	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears will be applied.

SALES REP: [signature] 9-15-16
ACCEPTED[4]: [signature] 9/27/16
Robert Clark BM
Location Manager (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: [signature] 9/12/16
Customer Signature
DON WILLIAMS
Customer (Print Name and Title)
Email

[illegible]

CORPORATE OFFICE COPY

REQUIREMENTS SUPPLIED. [illegible]

PERFORMANCE GUARANTEE. [illegible]

TERM AND RENEWAL. [illegible]

PRICES AND PAYMENTS. [illegible]

DEPE CHARGE. [illegible]

MERCHANDISE. [illegible]

OBLIGATIONS AND REMEDIES. [illegible]

MISCELLANEOUS. [illegible]

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K. Georges
2/11/17