



# Transmittal Letter

4740 Swisher Road  
West Lafayette, IN 47906  
Phone: 765-429-4800  
Fax: 765-429-8034

**To:** Greeley and Hansen  
6640 Intech Boulevard  
Suite 180  
Indianapolis, IN 46278

**Attn:** Joseph Teusch, P.E.

**Date:** June 7, 2012

**Project:** Western Sanitary Sewer Interceptor – Div V  
**Atlas #:** W11-08

We are transmitting the following to you:

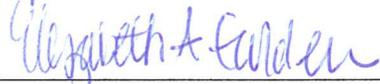
- |                                 |  |  |   |
|---------------------------------|--|--|---|
| <input type="checkbox"/> FYI    | <input type="checkbox"/> Shop Drawings   | <input type="checkbox"/> Pay Estimate      | <input type="checkbox"/> Target Billing       |
| <input type="checkbox"/> Plans  | <input type="checkbox"/> Contract        | <input type="checkbox"/> Quote Request     | <input type="checkbox"/> Submittals           |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Insurance Forms | <input type="checkbox"/> Certified Payroll | <input type="checkbox"/> Change Order Request |
| <input type="checkbox"/> Other  |  |  |   |

Item No.	Copies	Description/Remark
1	3	Maintenance Bond
2	1	Consent of Surety to Final Payment
3	1	Suppliers/Subcontractors Final Waiver of Liens

Remarks:

Copies To:

Sincerely,

By:   
Elizabeth Golden, Project Administrator

# Maintenance Bond

Bond No. 1000863

## Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"CONTRACTOR": Atlas Excavating, Inc.

and

"SURETY": [Name] The Hanover Insurance Company

[Address] 440 Lincoln St., Worcester, MA 01653

a corporation chartered and existing under the laws of the State of  
NH, and authorized to do business in the State  
of Indiana,

are held and firmly bound unto the Board of Public Works and Safety, City of West Lafayette, Indiana hereinafter called OWNER, in the penal sum of ~~Two Hundred Ten Thousand Eight Hundred Forty Four and 30/100~~ Dollars, (\$ 210,844.30 ) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligees to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain Agreement with the OWNER, dated as of the 15 day of August, 20 11, by which CONTRACTOR has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

West Lafayette, Indiana  
Western Sanitary Sewer Interceptor – Division V

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

Western Interceptor – Division V  
Project No. 07914

00650-1

WHEREAS, CONTRACTOR has installed and completed and met all improvements, installations and requirements applicable to the above described Work, but said improvements and installations have not yet been accepted for public maintenance; and

WHEREAS, the OWNER requires a guarantee from the CONTRACTOR against defective materials and workmanship in connection with such maintenance.

NOW, THEREFORE, CONTRACTOR warrants the workmanship and all materials used in the construction, installation and completion of said Work, including all improvements and installations thereof, to be of good quality and constructed and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all local, state and federal laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if CONTRACTOR at his own expense, for a period of 3 years after said Work, improvements and installations are accepted for public maintenance by the OWNER, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this Bond shall in like manner be subject to the terms and conditions hereof.

CONTRACTOR and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this Bond have been previously taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each of which shall be deemed an original, this the 1st day of May, 2012.

CONTRACTOR: [Name] Atlas Excavating, Inc.

By: *Jana Dillon* [Signature] Tina Dillon, President [Printed]

ATTEST: *Elizabeth J. Linden* [Signature] Project Administrator [Title]

SURETY: [Name] The Hanover Insurance Company

By: *[Signature]* [Signature] Attorney-in-Fact

Thomas O. Chambers [Printed]

2626 49th Drive, Franksville, WI 53126 [Address]

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of Racine, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 15th day of April, 2008.



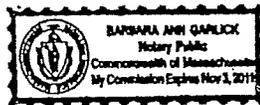
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 15th day of April 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of May, 2012.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Brault*  
Stephen L. Brault, Assistant Vice President

**CONSENT OF SURETY  
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

**Bond No. 1000863**

TO (OWNER)  
(Name and address )

**City of West Lafayette, Board of Public Works & Safety  
609 West Navajo Street  
West Lafayette, IN 47906**

PROJECT:  
(Name and address) **Western Sanitary Sewer Division V**

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT

ARCHITECT'S PROJECT NO:

**Contract Date: 8/15/2011**

**CONTRACT AMOUNT: \$2,108,443.00**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety )

**The Hanover Insurance Company**

**440 Lincoln Street  
Worcester, MA 01653-0002**

on bond of  
(here insert name and address of Contractor)

SURETY,

**Atlas Excavating, Inc.  
4740 Swisher Road, Bldg A  
West Lafayette, IN 47906**

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to  
(here insert name and address of Owner)

**City of West Lafayette, Board of Public Works & Safety  
609 West Navajo Street  
West Lafayette, IN 47906**

OWNER,

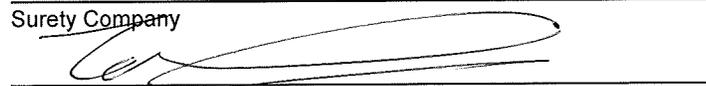
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 6th day of June, 2012 (Insert  
in writing the month following by the numeric date and year)

**The Hanover Insurance Company**

Surety Company

Attest:  
Seal



Signature of Authorized Representative

Title

**Thomas O. Chambers**, Attorney-in-Fact

## **INSTRUCTION SHEET**

### **FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT**

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#### **A. GENERAL INFORMATION**

##### **1. Purpose**

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment to Debts and Claims, on construction projects where the Contractor is required to furnish a bond by obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

##### **2. Related Documents**

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

##### **3. Use of Current Documents**

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

##### **4. Limited License for Reproduction**

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#### **B. CHANGES FROM THE PREVIOUS EDITION**

Changes in the location of various items of information were made, without revision to the substance of the document.

#### **C. COMPLETING G707 FORM**

**GENERAL :** The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor, and Project.

**ARCHITECT'S PROJECT NO.:** This information is typically supplied by the Architect and entered on the form by the Contractor.

**CONTRACT FOR:** This refers to the scope of the contract, such as "General Contractor" or "Mechanical Work".

#### **D. EXECUTION OF THE DOCUMENT**

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of Racine, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

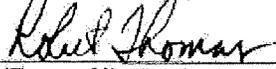
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

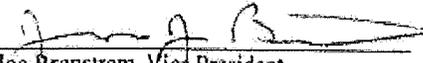
"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of March 2012.



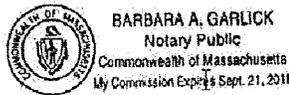
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Robert Thomas, Vice President

  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of June 2012.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Glenn Margosian, Vice President

STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 6th day of June, 2012,

before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the The Hanover Insurance Company, a corporation of New Hampshire, created, organized and existing under and by virtue of the laws of the State of New Hampshire; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

  
Kimberly S. Rasch  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires 3/16/2014





**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Tina Dutton being duly sworn states that s/he is President of  
(Officer) (Title)

AT Aggregates having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Aggregate for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)  
West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)  
of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Eighty Three Thousand Three Hundred Sixty Five Dollars and Seventy Nine Cents (\$83,365.79)**

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

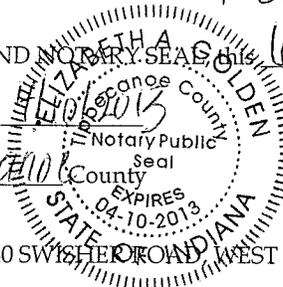
THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

AT Aggregates  
(Firm)

Tina Dutton President  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL this 10 day of June, 2012.

My Commission Expires:



Elizabeth A. Golden  
(Notary Signature)

Residing in Tippecanoe County

Elizabeth A. Golden  
(Printed)

4740 SWISTER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

# Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800  
FAX PROJ. MGMT. (765) 429-8034  
FAX ESTIMATING (765) 429-6464  
FAX FRONT DESK (765) 429-5400

## AFFIDAVIT and WAIVER OF LIEN

Final       Partial       Payment to Follow

Carol Purdy being duly sworn states that s/he is Sec - Treas of  
(Officer) (Title)

Purdy Materials

\_\_\_\_\_ having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Aggregates for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Forty Two Thousand Nine Hundred Thirty Dollars and Sixty Cents (\$42,930.60)

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Purdy Materials Inc  
(Firm)

Carol Purdy Sec - Treas  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 26<sup>th</sup> day of April, 2012.

My Commission Expires: 3-25-16

Residing in Tippecanoe County

Jean A. Cheney  
(Notary Signature)  
Jean A. Cheney  
(Printed)



"We are an equal opportunity employer"



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

CAVE'S BROS being duly sworn states that s/he is CREW MANAGER of  
(Officer) (Title)

U.S. Aggregates, Inc. having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Aggregates for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

- Receipt of which is hereby acknowledged, or
- The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Nineteen Thousand Nine Hundred Thirty Nine Dollars and Thirty Five Cents (\$19,939.35)  
Invoice # 80757711, 80759653, 80760109, 80761344, 80761343, 80762010, 80761342, 80760981, 80762011, 80762275,  
- 80763156, 80763155

- Receipt of which is hereby acknowledged, or
- The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

US A66  
(Firm)

[Signature]  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 21<sup>st</sup> day of May, 2012.

My Commission Expires: 3-30-17

Residing in Marion County

Tiffany Stauch  
(Notary Signature)  
Tiffany Stauch  
(Printed)

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906  
PHONE: (765) 429-4800 FAX: (765) 429-8034



# Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800  
FAX PROJ. MGMT. (765) 429-8034  
FAX ESTIMATING (765) 429-6464  
FAX FRONT DESK (765) 429-5400

## AFFIDAVIT and WAIVER OF LIEN

Final                       Partial                       Payment to Follow

Denise Patten being duly sworn states that s/he is Controller Assistant of  
(Officer) (Title)

Independent Concrete Pipe having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Manholes for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)  
West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Hundred Thousand Five Hundred Ninety Nine Dollars and Eighty Cents (\$100,599.80)

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Independent Concrete Pipe Co. Denise Patten, Controller Assistant  
(Firm) (Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 13 day of April, 2012.

My Commission Expires: 6/9/16

Residing in Marion County

Kathryn L. Goodfellow  
(Notary Signature)  
KATHRYN L. GOODFELLOW  
(Printed)



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Patricia Miller being duly sworn states that s/he is Credit Manager of  
(Officer) (Title)

HD Supply Waterworks  
(Subcontractor/Supplier) having contracted with Atlas Excavating, Inc to furnish certain materials  
(Contractor)

and/or labor as follows: Pipe & Fittings for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Hundred Twenty Five Thousand Fifty One Dollars and Eighteen Cents (\$125,051.18)  
Invoice # 3741398, 3818566, 3852214, 3799797, 3830029, 3826664, 3964641, 4082528, 4069600, 4080365, 4058548, 4099665, 4085625, 4142611, 4166200, 4088959, 4290635, 4236273, 4289485, 4267619, 4331554, 4276699, 4098864, 4553072, 4469061

Receipt of which is hereby acknowledged, or

\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

**HD Supply Waterworks, LTD**

(Firm)

Patricia Miller, Credit Manager  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 9<sup>th</sup> day of May, 2012.

My Commission Expires: 5/21/16



Lake County

Tammy L. Sheehan

Notary Public, State of Ohio  
1000 N. STATE ROAD, WEST LAFAYETTE, IN 47906

My Commission Expires May 21, 2016

PHONE: (765) 429-4800 FAX: (765) 429-8034  
Recorded in Lake County

Tammy L. Sheehan  
(Notary Signature)

TAMMY L. SHEEHAN  
(Printed)



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Carol Purdy being duly sworn states that s/he is president of  
(Officer) (Title)

Purdy Concrete having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Concrete for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)  
West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

- \_\_\_\_\_ Receipt of which is hereby acknowledged, or
- \_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Five Thousand Four Hundred Eighteen Dollars (\$5,418.00)**  
**63364, 64013, 64080, 65334, 65514, 65437, 66448**

- Receipt of which is hereby acknowledged, or
- \_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

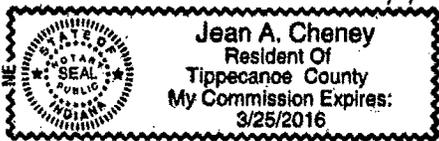
Purdy Concrete Inc Carol Purdy, Pres.  
(Firm) (Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 6 day of June, 2012.

My Commission Expires: 3-25-16

Residing in Tippecanoe County

Jean A. Cheney  
(Notary Signature)  
Jean A. Cheney  
(Printed)



4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906  
PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Stephen H Wagner being duly sworn states that s/he is Owner of  
(Officer) (Title)

Ready Mixed Concrete having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Concrete for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Twenty Four Thousand Four Hundred Ninety Six Dollars and Fifty Nine Cents (\$24,496.59)**

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Attica Ready Mix  
(Firm)

[Signature]  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 6th day of June, 2012

My Commission Expires: 8/25/18

[Signature]  
(Notary Signature)

Residing in Fountain County

Kristie L. Glaze  
(Printed)

KRISTIE LYNN GLAZE  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
My Commission Expires August 25, 2018

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906  
PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

Ann Engle being duly sworn states that s/he is Office Mgr of  
(Officer) (Title)

Earth Transport having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Agg Delivery/Hrly Trk for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Hundred Forty Two Thousand Nine Hundred Eighty One Dollars and Twelve Cents (\$142,981.12)  
 Invoice #1249, 1040, 1244, 1048, 1057, 1064, 1059A, 1066, 1311, 1302, 1300, 1308, 1070, 1310, 1301, 1316, 1321, 1314, 1315, 1337, 1352

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

WHEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Earth Transport  
(Firm)

Ann Engle / Office Mgr  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 15th day of May, 2012.

My Commission Expires: 5-12-17

Residing in Clinton County

Janice L. Holt  
(Notary Signature)

JANICE L. HOLT  
(Printed)

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Nancy O'Carroll being duly sworn states that s/he is Secretary of  
(Officer) (Title)

Municipal & Contractors

\_\_\_\_\_ having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Ipanex for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Thousand Two Hundred Fifty Two Dollars (\$1,252.00)  
Invoice # 11-8797

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Nancy O'Carroll  
(Firm)

Nancy O'Carroll Secretary  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 16 day of March, 2012.

My Commission Expires: 11/1/2014

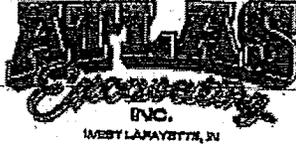
Erin Robison  
(Notary Signature)

Residing in Hamilton county  
Erin Robison

Erin Robison  
(Printed)



Notary Public, State of Ohio  
4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906  
My Comm. expires  
Jan. 14, 2014 PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

X Final      \_\_\_ Partial      \_\_\_ Payment to Follow  
Jean Paiva being duly sworn states that s/he is Vice President, Finance & Acct of  
(Officer) (Title)

IPEX USA LLC having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Vortex for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)  
West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)  
of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

- \_\_\_ Receipt of which is hereby acknowledged, or
- \_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Thirty Two Thousand Sixty Six Dollars (\$32,066.00)**  
**Invoice #13672670**

- X Receipt of which is hereby acknowledged, or
- \_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

IPEX USA LLC  
(Firm)

[Signature]  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 19<sup>th</sup> day of March, 2012.

My Commission Expires: n/a

Residing in Province of County  
Quebec, Canada

[Signature], attorney-at-law  
(Notary Signature)  
Nicole Chevillard, attorney-at-law  
(Printed)



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

Dorothy Wilson being duly sworn states that s/he is V.P. of  
(Officer) (Title)

J & J Crane Rental, Inc. having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Crane & Operator for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Two Thousand Seven Hundred Forty Five Dollars and Sixty Cents (\$2,745.60)**  
Invoice # 27432

Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

J & J Crane Rental, INC.  
(Firm)

Dorothy Wilson / V.P.  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 20 day of March, 2012.

My Commission Expires: 10-29-10

Residing in White County

Weyson Sparks  
(Notary Signature)  
Weyson Sparks  
(Printed)

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

Aaron Mills being duly sworn states that s/he is Acct. Mgr of  
(Officer) (Title)

Kelly Construction of Indiana having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Part # Vortex for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Thousand Two Hundred Sixteen Dollars and Eighty Nine Cents (\$1,216.89)  
Invoice # 85254

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of each payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Kelly Construction of Indiana, Inc. Aaron Mills Acct. Mgr  
(Firm) (Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 15th day of March 2012.

My Commission Expires: 12/16/2014

Residing in Cassell County

Mary T. Clouser  
(Notary Signature)  
MARY T. CLOUSER  
(Printed)



4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034



**AFFIDAVIT and WAIVER OF LIEN**

Final                       Partial                       Payment to Follow

James T. Sherer being duly sworn states that s/he is Vice President of  
(Officer) (Title)

Patriot Engineering having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Construction Eng for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

**Four Thousand Six Hundred Fifty Five Dollars (\$4,655.00)**  
**Invoice # 052977, 052987, 053571, 054317, 054871, 055525**

Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Patriot Engineering  
(Firm)

James T. Sherer  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 11<sup>th</sup> day of May, 2012.

My Commission Expires: \_\_\_\_\_

Residing in Hendricks county

Kathy J. Geoffrion  
(Notary Signature)

(Printed)

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

Kathy J. Geoffrion

Notary Public, State of Indiana

Commission Expires November 24, 2016

# Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800  
FAX PROJ. MGMT. (765) 429-8034  
FAX ESTIMATING (765) 429-6464  
FAX FRONT DESK (765) 429-5400

## AFFIDAVIT and WAIVER OF LIEN

Final       Partial       Payment to Follow

James Mink being duly sworn states that s/he is Credit/Collection Mgr of  
(Officer) (Title)

Badger Daylighting Corp. having contracted with Atlas Excavating, Inc to furnish certain materials  
(Subcontractor/Supplier) (Contractor)

and/or labor as follows: Hydrovac Exc for the project known as Western Sanitary Sewer Interceptor - Div V  
(Description) (Job Name)

West Lafayette, IN and owned by, the City of West Lafayette, IN, and does hereby further state on behalf  
(Job Location) (Owner)

of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

One Thousand Eighty Dollars (\$1,080.00)

Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Badger Daylighting Corp  
(Firm)

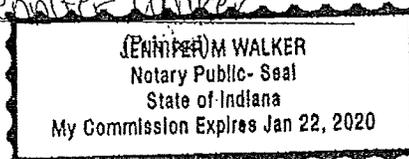
James Mink / Credit/Collection Mgr  
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 12<sup>th</sup> day of April, 2012.

My Commission Expires: 1/22/20

Residing in Marion County

Jennifer Walker  
(Notary Signature)









May 30, 2012

This is to certify that Keeler Webb Associates having contracted with Atlas Excavating, Inc. to furnish certain materials and/or labor as follows: Construction Engineering on the following project:

Premise Known As: Western Sanitary Sewer Interceptor – Div V  
Location: West Lafayette, IN  
Owner: City of West Lafayette

*SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN*

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is duly authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts Five Thousand Five Hundred Fifty Dollars (\$5,550.00) as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of One Hundred Twenty Dollars (\$120.00) and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): 1109-046, 1109-046A, 1109-046-EX

Keeler Webb Associates

By: Laurie Robley  
Signature

Laurie Robley / Manager  
Printed Name & Title

State of Indiana County of, Marion, ss:  
Laurie Robley the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to ~~me~~ make this affidavit this 5 day of June 2012.

By: Manson V. Lot  
Notary Public

County of Residence: Marion My Commission Expires: 5-3-15



March 15, 2012

This is to certify that Huston Electric Inc., having contracted with Atlas Excavating, Inc., to furnish certain materials and/or labor as follows: Electric Hookup for Field Office on the following project:

Premise Known As: **Western Sanitary Sewer Interceptor - Div V**  
Location: **West Lafayette, IN**  
Owner: **City of West Lafayette**

***SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN***

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Three Thousand Four Hundred Ninety One Dollars and Fifty Seven Cents (\$3,491.57)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Three Hundred Forty Nine Dollars and Fifteen Cents (\$349.15)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): 11LA5173

**Huston Electric Inc.**

By: \_\_\_\_\_

Signature

**Jeff Cardwell, President/CEO**

Printed Name & Title

State of Indiana County of, Howard PARKS the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 10th day of April 2012.

By: \_\_\_\_\_

Notary Public **Vicki L. Parks**

County of Residence: Howard

My Commission Expires: 8/31/16

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034



March 15, 2012

This is to certify that Red Ants Co. having contracted with Atlas Excavating, Inc. to furnish certain materials and/or labor as follows: Bore on the following project:

Premise Known As: Western Sanitary Sewer Interceptor -- Div V
Location: West Lafayette, IN
Owner: City of West Lafayette

SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts Fifty Six Thousand Nine Hundred Ninety Dollars (\$56,990.00) as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of Five Thousand Six Hundred Ninety Nine Dollars (\$5,699.00) and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): W1108-1, W1108-2

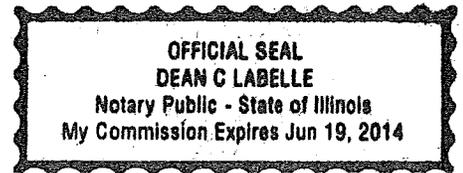
By: Red Ants Co. PEDRO F Montejano Signature PEDRO F Montejano Vice President Printed Name & Title

State of Indiana County of, ss: PEDRO F Montejano the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 16th day of March 2012.

By: Dean C. Labelle Notary Public

County of Residence: Lake (IL) My Commission Expires: 06/19/2014

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906
PHONE: (765) 429-4800 FAX: (765) 429-8034





June 4, 2012

This is to certify that Milestone Contractor, LP having contracted with Atlas Excavating, Inc. to furnish certain materials and/or labor as follows: Asphalt on the following project:

Premise Known As: Western Sanitary Sewer Interceptor - Div V  
Location: West Lafayette, IN  
Owner: City of West Lafayette

**SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN**

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is duly authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **One Hundred Twenty Thousand Seven Hundred Fifty Six Dollars (\$120,756.00)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Twelve Thousand Seventy Five Dollars and Sixty Cents (\$12,075.60)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): W1108-1, W1108-2

Milestone Contractor, LP

By: Mark A. Nagle  
Signature

MARK A. NAGLE, DIRECTOR OF ESTIMATING

Printed Name & Title

State of Indiana County of, INDIANA, ss:  
Mark A. Nagle the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 4th day of June 2012.

By: Beth Ann Miller  
Notary Public

County of Residence: Tippecanoe My Commission Expires: 8-26-17

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034



May 30, 2012

This is to certify that Highway Safety Services having contracted with Atlas Excavating, Inc. to furnish certain materials and/or labor as follows: Barricades & Lights on the following project:

Premise Known As: **Western Sanitary Sewer Interceptor – Div V**  
Location: **West Lafayette, IN**  
Owner: **City of West Lafayette**

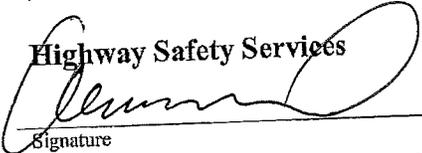
***SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN***

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is duly authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Ten Thousand Four Hundred Fifty Dollars and Fifty Three Cents (\$10,450.53)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Nine Hundred Eighty Nine Dollars and Eighty Seven Cents (\$989.87)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): 20101048, 20101068, 20101079, 20101090, 20101081, 20101108, 20101109, 20101110, 20101115, 20101120, 20101121

By: Highway Safety Services  
  
Signature

Mita Madan  
Printed Name & Title

State of Indiana County of, Tippecanoe, ss:  
the affiant thereto, and if an officer of a corporation known to be duly authorized on  
behalf of said corporation to me make this affidavit this 6th day of June 2012.

By: Janice Young  
Notary Public  
County of Residence: Clinton

My Commission Expires: 6-12-2017

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906  
PHONE: (765) 429-4800 FAX: (765) 429-8034



March 15, 2012

This is to certify that Ace Tree Service, Inc. having contracted with Atlas Excavating, Inc. to furnish certain materials and/or labor as follows: Tree Removal on the following project:

Premise Known As: Western Sanitary Sewer Interceptor - Div V  
Location: West Lafayette, IN  
Owner: City of West Lafayette

**SUBCONTRACTOR / SUPPLIER FINAL WAIVER OF LIEN**

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts Five Thousand Three Hundred Sixty Dollars (\$5,360.00) as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of Five Hundred Thirty Six Dollars (\$536.00) and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Invoice(s): 12470

Ace Tree Service, Inc.  
By: Amy L Dailey  
Signature  
Amy L Dailey, Office Manager  
Printed Name & Title

State of Indiana County of, Johnson, ss:  
the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 20 day of March 2012.

By: MIKA JVAN THATCHER  
Notary Public

County of Residence: Johnson My Commission Expires:

