NOTICE TO ESCROW AGENT TO RELEASE ESCROW

We, the undersigned, the Contractor, Bowen Engineering Corporation and the Owner, City of West Lafayette by its Board of Public Works and Safety, hereby **notify the Escrow Agent, The Bank of New York Mellon Trust Company, N.A., to release the balance of $30,000.00 in the Digester Renovations with Alternate Power Sources Project Escrow Account (Account #759812) including all interest earned to Bowen Engineering Corporation** as per the required notice specified in Item No. 3 of the Escrow Agreement between City of West Lafayette, Bowen Engineering Corporation and The Bank of New York Mellon Trust Company, N.A., which was executed on November 7, 2007.

CONTRACTOR:
Bowen Engineering Corporation
8802 North Meridian Street
Indianapolis, IN 46260

_____

_____
Date

OWNER:
City of West Lafayette by its
Board of Public Works and Safety

_____
John R. Dennis, Mayor

_____
Bradley W. Marley, Member

_____
Sana G. Booker, Member

_____
Jonathan C. Speaker, Member

_____
Elizabeth M. Stull, Member

ATTEST:

_____
Judith C. Rhodes, Clerk-Treasurer

_____
Date

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of West Lafayette, Indiana
Wastewater Treatment Utility

PROJECT:
Digester Renovation With Alternate Power Sources Project

APPLICATION NO: 23
PERIOD FROM: 8/21/09
PERIOD TO: 2/26/10
ENGINEER'S PROJ NO: 95204.06
APPLICATION DATE 2/26/10

Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Bowen Engineering Corporation

VIA ENGINEER:
M. D. Wessler & Associates, Inc.
Indianapolis, IN

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made of payment, as shown below, in connection with the Contract.
Continuation Sheet attached.

1. **ORIGINAL CONTRACT SUM**		$8,244,000.00
2. **Net Change by Change Orders**		$149,550.00
3. **CONTRACT SUM TO DATE** (Line 1 + 2)		$8,393,550.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column J on Continuation Sheet)		$8,393,550.00
5. **RETAINAGE**		
a. 5% of Completed Work (Columns G + H on Continuation Sheet)	$0.00	
b. 0% of Stored Material (Column I on Continuation Sheet)	$0.00	
Total Retainage (Line 5a + 5b or Total in Column L on Continuation Sheet		$0.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$8,393,550.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from Prior Certificate)		$8,363,550.00
8. **CURRENT PAYMENT DUE**		$30,000.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY			
Change Orders Approved in Previous months by Owner		Additions $	Deductions $
Number	Approved (date)		
1	1/21/09	$166,260.00	-$138,860.00
2	7/8/09	$108,540.00	-$1,860.00
3	12/31/10	$15,470.00	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bowen Engineering Corporation

By: _____ Date: 2/25/10

State of:
County of:
Subscribed and sworn to before me this 25 day of February 2010

Notary Public

8-4-2012
My Commission Expires

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount as shown herein.

ENGINEER - M. D. Wessler & Associates, Inc.

By; _____ Date: 4/12/10

OWNER - City of West Lafayette, Indiana

By; _____ Date: 4/15/2010

This Certificate is not negotiable. The Payment Due as shown herein is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.