APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: David Buck & David Henderson
City of West Lafayette

PROJECT: West Lafayette CSO Interceptor

APPLICATION NO: 4
PERIOD TO: 7/30/2016

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Remit Address: Bowen Engineering Corporation
8802 N Meridian Street
Indianapolis, IN 46260

VIA Engineer: Gary Ruston, P.E.
Wessler Engineering

CONTRACT DATE: 12/15/15

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet. AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$25,025,000.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$25,025,000.00
4. TOTAL COMPLETE & STORED TO DATE (Column G ON G703)		$9,673,000.00
5. RETAINAGE:		
a. 10% of Completed Work (Columns D -E on G703)	$967,300.00	
b. 0% of Stored Material (Column F ON G703)	$0.00	
Total Retainage Line 5a - 5b or Total in Column I of G703		$967,300.00
6. TOTAL EARNED LESS RETAINAGE		$8,705,700.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$5,166,900.00
8. CURRENT PAYMENT DUE		$3,538,800.00

BALANCE TO FINISH, INCLUDING RETAINAGE
Line 3 less Line 6 ..... $16,319,300.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	$0.00	$0.00
Total approved this month		$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

CONTRACTOR: Bowen Engineering Corporation

By: [signature] Date: 8/11/16

State of: **Indiana**
County of: **Morgan**
Subscribed and sworn to before me this **11th** day of **August** **2016**

Notary Public: Amanda L. Landé
My Commission expires: **8/19/2023**

Payment of: $3,538,800.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] 8/11/16
(Engineer) Date

Payment of:

is approved by:
(Owner) Date

Approved by:
Funding Agency (if applicable) Date

AMANDA L. LANDÉ
Notary Public
Morgan County, State of Indiana
Commission Expires August 19, 2023

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			WORK COMPLETED						
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D /E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 5%
1	**Administrative**								
1.01	Mobilization	1,765,000.00	1,765,000.00			1,765,000.00	100.0%	0.00	
1.02	Contractors Fee	2,681,250.00	525,000.00	400,000.00		925,000.00	34.5%	1,756,250.00	
1.03	Construction Engineering	900,000.00	300,000.00	140,000.00		440,000.00	48.9%	460,000.00	
1.04	Contingency	2,000,000.00	0.00			0.00	0.0%	2,000,000.00	
1.05	Submittals	90,000.00	80,000.00	5,000.00		85,000.00	94.4%	5,000.00	
2	**Maintenance of Traffic**								
2.01	Phase 1	230,000.00	230,000.00			230,000.00	100.0%	0.00	
2.02	Phase 2	180,000.00	120,000.00	15,000.00		135,000.00	75.0%	45,000.00	
2.03	Phase 3	90,000.00	0.00			0.00	0.0%	90,000.00	
3	**General Site Work**								
3.01	Dewatering	1,350,000.00	460,000.00			460,000.00	34.1%	890,000.00	
3.02	SWPP	120,000.00	58,000.00	10,000.00		68,000.00	56.7%	52,000.00	
3.03	Seeding Restoration	58,500.00	10,000.00			10,000.00	17.1%	48,500.00	
3.04	Fiber Conduit and Handholds	55,000.00	0.00			0.00	0.0%	55,000.00	
4	**Str A01 to A04**								
4.01	Shore, Excavate and Backfill Str A01	195,000.00	30,000.00	95,000.00		125,000.00	64.1%	70,000.00	
4.02	Str A01 Concrete Work	540,000.00		115,000.00		115,000.00	21.3%	425,000.00	
4.03	Str A01 Demolition	18,000.00				0.00	0.0%	18,000.00	
4.04	Str A01 Gate	56,000.00				0.00	0.0%	56,000.00	
4.05	Str A01 Pumps and Piping	88,000.00				0.00	0.0%	88,000.00	
4.06	Str A01 Misc. Metals	42,000.00				0.00	0.0%	42,000.00	
4.07	48" Pipe Str A01 to A02	64,000.00				0.00	0.0%	64,000.00	
4.08	Str A02	36,000.00				0.00	0.0%	36,000.00	
4.09	48" Pipe Str A02 to A03	122,000.00				0.00	0.0%	122,000.00	
4.1	Str A03	41,000.00				0.00	0.0%	41,000.00	
4.11	48" Pipe Str A03 to A04	49,000.00				0.00	0.0%	49,000.00	
	TOTAL THIS PAGE	10,770,750.00	3,578,000.00	780,000.00	0.00	4,358,000.00		6,412,750.00	

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ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D /E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 0%
5	**Str A04 to Str A05**								
5.01	Shore, Excavate, Backfill Boring Pits	290,000.00	190,000.00			190,000.00	65.5%	100,000.00	
5.02	Jack and Bore A04 to A05	815,000.00	0.00	500,000.00		500,000.00	61.3%	315,000.00	
5.03	Str A04	58,000.00	0.00			0.00	0.0%	58,000.00	
5.04	Str A05	58,000.00	40,000.00			40,000.00	69.0%	18,000.00	
6	**Str A05 to A09**								
6.01	96" Pipe from A05 to A06	710,000.00	40,000.00	635,000.00		675,000.00	95.1%	35,000.00	
6.02	Tee Manhole A06	35,000.00	0.00	34,500.00		34,500.00	98.6%	500.00	
6.03	96" Pipe from A06 to A07	744,000.00	0.00	55,000.00		55,000.00	7.4%	689,000.00	
6.04	Tee Manhole A07	34,000.00	0.00			0.00	0.0%	34,000.00	
6.05	96" Pipe from A07 to A08	915,000.00	0.00			0.00	0.0%	915,000.00	
6.06	Tee Manhole A08	37,250.00	0.00			0.00	0.0%	37,250.00	
6.07	96" Pipe from A08 to A09	780,000.00	0.00			0.00	0.0%	780,000.00	
6.08	Str B01 and B02 and Piping	73,000.00	38,000.00	34,500.00		72,500.00	99.3%	500.00	
6.09	42" Sanitary Decomissioning	58,000.00	0.00	4,500.00		4,500.00	7.8%	53,500.00	
7	**Str A09 to Str A13**								
7.01	Str A09	72,000.00	60,000.00			60,000.00	83.3%	12,000.00	
7.02	96" Pipe from A09 to A10	775,000.00	740,000.00			740,000.00	95.5%	35,000.00	
7.03	Tee Manhole A10	36,000.00	34,500.00			34,500.00	95.8%	1,500.00	
7.04	96" Pipe from A10 to A11	740,000.00	640,000.00	65,000.00		705,000.00	95.3%	35,000.00	
7.05	Tee Manhole A11	34,000.00	10,000.00	22,500.00		32,500.00	95.6%	1,500.00	
7.06	96" Pipe from A11 to A12	685,000.00	0.00	655,000.00		655,000.00	95.6%	30,000.00	
7.07	Tee Manhole A12	32,500.00	0.00	31,000.00		31,000.00	95.4%	1,500.00	
7.08	96" Pipe from A12 to A13	715,000.00	0.00	625,000.00		625,000.00	87.4%	90,000.00	
7.09	Str A13	72,000.00	0.00	60,000.00		60,000.00	83.3%	12,000.00	
8	**Str A13 to Str A16**								
8.01	60" Pipe from A13 to A14	305,000.00	0.00			0.00	0.0%	305,000.00	
8.02	Tee Manhole A14	32,000.00	0.00			0.00	0.0%	32,000.00	
8.03	60" Pipe from A14 to A16	385,000.00	0.00			0.00	0.0%	385,000.00	
8.04	Str A16	65,000.00	0.00			0.00	0.0%	65,000.00	
	TOTAL THIS PAGE	8,555,750.00	1,792,500.00	2,722,000.00	0.00	4,514,500.00		4,041,250.00	
	TOTAL ALL PAGES	19,326,500.00	5,370,500.00	3,502,000.00	0.00	8,872,500.00		10,454,000.00	

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			WORK COMPLETED		MATERIALS	TOTAL			
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D /E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D-E-F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 0%
9	**Str A16 to A21**								
9.01	Pipe from A16 to A17	26,000.00	0.00			0.00	0.0%	26,000.00	
9.02	Str A17	25,500.00	0.00			0.00	0.0%	25,500.00	
9.03	Str A18	24,000.00	0.00			0.00	0.0%	24,000.00	
9.04	Str A18 connecting Pipe	19,000.00	0.00			0.00	0.0%	19,000.00	
9.05	Str A19 and Str A21	26,000.00	0.00			0.00	0.0%	26,000.00	
9.06	Pipe from A16 to A20	41,000.00	0.00			0.00	0.0%	41,000.00	
9.07	Str A20	115,000.00	0.00			0.00	0.0%	115,000.00	
9.08	Str C01 and C02 including piping	22,000.00	0.00			0.00	0.0%	22,000.00	
10	**Electrical**								
10.01	Electrical Work	65,000.00	0.00			0.00	0.0%	65,000.00	
10.02	Instrumentaion and Level Monitoring	75,000.00	0.00			0.00	0.0%	75,000.00	
11	**Series 200 Roadway Work**								
11.01	Demolition	150,000.00	60,000.00	45,000.00		105,000.00	70.0%	45,000.00	
11.02	Mass Cut & Fill at Williams Street	375,000.00	0.00	110,000.00		110,000.00	29.3%	265,000.00	
11.03	Pavement Replacement	215,000.00	0.00			0.00	0.0%	215,000.00	
11.04	HMA Pavement	375,000.00	0.00			0.00	0.0%	375,000.00	
11.05	Subgrade Treatments	185,000.00	0.00			0.00	0.0%	185,000.00	
11.06	Curb and Gutter	210,000.00	0.00			0.00	0.0%	210,000.00	
11.07	Granular Sub base	22,000.00	0.00			0.00	0.0%	22,000.00	
11.08	Drives and Aprons	75,000.00	0.00			0.00	0.0%	75,000.00	
11.09	Sidewalks and Ramps	95,000.00	0.00			0.00	0.0%	95,000.00	
11.1	HMA Path	90,000.00	0.00			0.00	0.0%	90,000.00	
11.11	Retaining Walls	390,000.00	50,000.00	200,000.00		250,000.00	64.1%	140,000.00	
11.12	Storm Piping	280,000.00	70,000.00	75,000.00		145,000.00	51.8%	135,000.00	
12	**Series 300 Roadway Work**								
12.01	Demolition	15,000.00	7,500.00			7,500.00	50.0%	7,500.00	
12.02	Fowler Ramp Pavement	55,000.00	55,000.00			55,000.00	100.0%	0.00	
12.03	HMA Pavement	410,000.00	0.00			0.00	0.0%	410,000.00	
12.04	Subgrade Treatments	30,000.00	15,000.00			15,000.00	50.0%	15,000.00	
12.05	Curb and Gutter	80,000.00	0.00			0.00	0.0%	80,000.00	
12.06	Sidewalks and Ramps	75,000.00	35,000.00			35,000.00	46.7%	40,000.00	
12.07	HMA Path	48,000.00	48,000.00			48,000.00	100.0%	0.00	
12.08	Storm Piping	30,000.00	30,000.00			30,000.00	100.0%	0.00	
	TOTAL THS PAGE	3,643,500.00	370,500.00	430,000.00	0.00	800,500.00		2,843,000.00	
	TOTAL ALL PAGES	22,970,000.00	5,741,000.00	3,932,000.00	0.00	9,673,000.00		13,297,000.00	

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13	General Roadwork								
13.01	Irrigation	78,000.00				0.00	0.0%	78,000.00	
13.02	Trees and Plantings	70,000.00				0.00	0.0%	70,000.00	
13.03	Sodding and Seeding	90,000.00				0.00	0.0%	90,000.00	
13.04	Intersection Signals	1,270,000.00				0.00	0.0%	1,270,000.00	
13.05	Street Lighting	500,000.00				0.00	0.0%	500,000.00	
13.06	Marking and Signage	47,000.00				0.00	0.0%	47,000.00	
	TOTAL THS PAGE	2,055,000.00	0.00	0.00	0.00	0.00		2,055,000.00	
	TOTAL ALL PAGES	25,025,000.00	5,741,000.00	3,932,000.00	0.00	9,673,000.00		15,352,000.00	

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

BOWEN Engineering Corporation
CONTRACTORS • ENGINEERS

AFFIDAVIT AND WAIVER OF LIEN

State of Indiana, County of Marion, SS:

Mark Cvetkovich (Name) Being duly sworn states that he/she is the Project Manager (Title)

Of Bowen Engineering (Contractor) having contracted with City of West Lafayette (Owner)

to furnish certain materials and/or labor as follows: General Construction for CSO Interceptor (Description)

for a project known as 1416007 West Lafayette CSO Interceptor located at West Lafayette, IN

and owned by City of West Lafayette, IN (Owner) and does hereby further state on the behalf of the aforementioned subcontractor/supplier:

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

Three Million Five Hundred Thirty-Eight Thousand Eight Hundred Dollars ($ 3,538,800.00)

{ } receipt of which is hereby acknowledged; or

{ x } the payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien which is given solely with 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

_____ Dollars ($)

{ } 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 only upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises and Bowen Engineering Corporation, any and all lien or claim and rights to liens whatsoever on the above-described property and improvements thereon on account of LABOR, services, materials or all, 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.

The undersigned further represents and warrants this he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing; that he/she has properly performed all work and furnished all the materials of the specified quality per the plans and specifications and in a good and workmanlike manner through the date of said waiver; that he/she has paid for all the labor, materials, equipment, and services that he/she has used or supplied to the above premises, through the date of said waiver; that he/she has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, back-charges, or unbilled work or materials against Bowen Engineering Corporation as of the date of the aforementioned waiver; and that any labor, services, materials which have been supplied or incorporated into the above premises have been fully paid; through the date of said waiver.

The undersigned further agrees to reimburse and does hold harmless any fully indemnify the Owner and Bowen Engineering Corporation for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitations, attorneys' fees incurred in the defense thereof resulting from failure or negligence in whole or in part of the undersigned.

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, Owner, and Bowen Engineering Corporation, their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of his/her written contract or purchase agreement (as the case may be) as modified or changed in writing with Bowen Engineering Corporation or any subcontractor of Bowen Engineering Corporation, hereby acknowledging that said contract or purchase agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned herby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the courses of work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment for work performed and properly completed and retainage, if any, after the date of the above-mentioned waiver.

Bowen Engineering (Firm) By Mark Cvetkovich (Authorized Representative/Title), Mark Cvetkovich, Project Manager

WITNESS MY HAND AND NOTORIAL SEAL, this 11th day of August, 2016.

Amanda L. Landé (Notary Public)

My Commission Expires 8/19/2023 Printed Amanda Lande

Residing in Morgan County

NOTARY PUBLIC SEAL INDIANA
AMANDA L. LANDÉ
Notary Public
Morgan County, State of Indiana
Commission Expires August 19, 2023

CONTRACTOR OF CHOICE

8802 N. Meridian St., Indianapolis, IN 46260 • 317.842.2616 phone • 317.841.4257 fax • www.BowenEngineering.com