

APPLICATION and CERTIFICATE for PAYMENT

To: City of Beech Grove  
806 Main St.  
Beech Grove, IN 46107

Project: Hartman Park Site Improvements  
Beech Grove Indiana

Application No: 4 retainage

Distribution to:

From: Smith Projects Inc.  
P.O. Box 189, 238 N. Main St.  
Maxwell, IN 46154

App. Date: May 14, 2015

Period to: May 15, 2015

Project No: 121408.04

Contract Date:

- OWNER
- CONSTRUCTION MGR.
- ARCHITECT
- CONTRACTOR
- OTHER

Contract For:

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	297,360.00
2. Net Change By Change Orders	15,817.19
3. CONTRACT SUM TO DATE	313,177.19
4. TOTAL COMPLETED AND STORED TO DATE	313,177.19
5. RETAINAGE:	
a. of Completed Work	0.00
b. of Stored Material	0.00
TOTAL RETAINAGE	0.00
6. TOTAL EARNED LESS RETAINAGE	313,177.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	281,859.47
8. CURRENT PAYMENT DUE	31,317.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0.00

605900310.001

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	15,817.19	0.00
Total approval this Month	0.00	0.00
TOTALS	15,817.19	0.00
NET CHANGES by Change Order	15,817.19	

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
By: [Signature] Date: May 15, 2015  
Smith Projects Inc.  
State of: Indiana County of: Hancock

Subscribed and sworn before me this 15th day of May, 2015

Smith Projects Inc. personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Bonnie J Baker My Commission expires July 9, 2017



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: ENGINEER  
By: [Signature] Date: 5/21/15

This Certificate is not negotiable. The AMOUNT CERTIFIED 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.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 4 retainage

App. Date: May 14, 2015

Use Column I on Contracts where variable retainage for line items may apply.

Period to: May 15, 2015

Project No: 121408.04

A Item #	B Description of Work	C Schedule of Values	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date		H Balance to Finish	I Retainage
			From Previous Application(s)	This Period			%		
1	Mobilization	14,868.00	14,868.00	0.00		14,868.00	100.00	0.00	0.00
2	Surveyor	3,200.00	3,200.00	0.00		3,200.00	100.00	0.00	0.00
3	Demolition- Strip topsoil & Haul	6,140.00	6,140.00	0.00		6,140.00	100.00	0.00	0.00
4	Earthwork	19,200.00	19,200.00	0.00		19,200.00	100.00	0.00	0.00
5	Storm Sewers	24,496.00	24,496.00	0.00		24,496.00	100.00	0.00	0.00
6	Catch Basins & Manholes	14,200.00	14,200.00	0.00		14,200.00	100.00	0.00	0.00
7	Concrete Pad & Bike Rack	4,850.00	4,850.00	0.00		4,850.00	100.00	0.00	0.00
8	Concrete Bollards	3,000.00	3,000.00	0.00		3,000.00	100.00	0.00	0.00
9	Asphalt - Paving	183,108.00	183,108.00	0.00		183,108.00	100.00	0.00	0.00
10	Pavement & Striping	5,000.00	5,000.00	0.00		5,000.00	100.00	0.00	0.00
11	Landscaping	3,850.00	3,850.00	0.00		3,850.00	100.00	0.00	0.00
12	Maintenance of Traffic	1,500.00	1,500.00	0.00		1,500.00	100.00	0.00	0.00
13	Erosion & Sediment Control	8,000.00	8,000.00	0.00		8,000.00	100.00	0.00	0.00
14	Final Clean up	5,948.00	5,948.00	0.00		5,948.00	100.00	0.00	0.00
15	CO #1 Site Grading	2,559.39	2,559.39	0.00		2,559.39	100.00	0.00	0.00
16	CO #2 #53 Stone/Asphalt	7,697.00	7,697.00	0.00		7,697.00	100.00	0.00	0.00
17	CO #3 Addition of Underdrain Piping	5,560.80	5,560.80	0.00		5,560.80	100.00	0.00	0.00

GRAND TOTAL:	313,177.19	313,177.19	0.00		313,177.19	100.00	0.00	0.00
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A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

**CONDITIONAL MECHANIC'S LIEN WAIVER  
AND RELEASE OF CLAIMS**

1. The undersigned company/individual furnished work, labor, services, machinery, subcontractors, tools, equipment or materials for the construction of certain improvements on the following described real property (the real property and improvements are referred to as the "Property") owned by City of Beech Grove :  
Project Name: Hartman Park Site Improvements  
  
also known and numbered as: 121408-04 Hartman Park Site Improvements (Project Address)
2. In consideration of paragraph 4 below, the undersigned waives any right the undersigned has to record or assert a mechanic's lien against the Property, which right now exists because of work, labor, services, machinery, subcontractors, tools, equipment or materials furnished by the undersigned for the Property up to and including 5/14/15 (Date Covered by payment).
3. Also in consideration of paragraph of paragraph 4 below, the undersigned acknowledges receipt of full payment and full discharge of indebtedness for all work, labor, services, machinery, subcontractors, tools, equipment or materials furnished by the undersigned for the Property up to and including 5/14/15 (Date covered by payment) and the undersigned releases, waives and relinquishes any and all claims, demands and causes of action for all work, labor, services, machinery, subcontractors, tools, equipment or materials furnished by the undersigned for the Property up to and including 5/14/15 (Date Covered by Payment).
4. This Conditional Mechanic's Lien Waiver and Release of Claims (this "Waiver and Release") does not waive the undersigned's right to record or assert a mechanic's lien against the Property that might arise in the future because of labor, services, machinery, subcontractors, tools, equipment or materials furnished by the undersigned for the Property after the above entered date.
5. The undersigned has executed this Waiver and Release voluntarily and with full knowledge of the rights under the laws of the State of Indiana.
6. This Waiver and Release is only valid on condition that a check delivered to the undersigned in the amount of \$ 31,317.72 (Amount) is paid when presented.
7. A signed copy of this Waiver and Release transmitted electronically shall be as effective as an original. The undersigned agrees to supplement any such copy with an original as soon as possible.

Executed this 20th day of May, 2015.

Company: Smith Projects Inc

Signature: \_\_\_\_\_

Name: Justin Ludwig

Title: Project Manager

STATE OF Indiana )

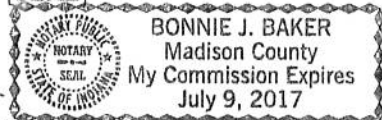
) ss

COUNTY OF Hancock )

The foregoing instrument was acknowledged before me this 20th day of May, 2015 by Justin Ludwig (Name) as Project Manager (Title) for Smith Projects Inc. (Company).

Witness my hand and official seal.

[SEAL]



Notary Public: \_\_\_\_\_

Bonnie J Baker

My commission expires: July 9, 2017