

# **Board of Public Works and Safety Agenda**

**MEETING DATE**: Monday, April 7, 2025, at 11:30 AM **MEETING PLACE**: Madison City Hall- Council Chambers

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
  - General
  - Payroll
- D. Adjustments
  - 2933 Kentucky
- E. New business
  - Utilities Superintendent Brian Jackson: SRF Disbursement Requests and Cert. of Subs. Comp.
    - SRF #3SRFINT Commonwealth
    - SRF #4SRFINT Dave O'Mara Contracting
    - SRF #5SRFINT MW Cole Construction
    - Water Project Division B MW Cole Contracting Cert. of Subs. Completion (tabled 3/3)
  - Director of Streets, Solid Waste & Facilities: Chris Hale: TSO Inspection Report
  - Code Enforcement: Duey O'Neal: Update on Annual Report
  - Sr. Center and Events Coordinator: Brett Ricketts: Contract for Fireworks with Zambelli
  - Councilwoman Krebs: Presentation of Petition to remove speed bump on E. First St.
- F. Unfinished business
  - Resolution 2025-11B: Molly Dattilo Run/Walk
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: Monday, April 21, 2025
- J. Motion to adjourn.

City of Madison acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to City sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To plan, contact ADA Coordinator at 812-265-8300.



# **Board of Public Works and Safety Minutes**

MEETING DATE: Monday, March 17, 2025, at 11:30 AM

**MEETING PLACE:** City Hall- Council Chambers

The Board of Public Works and Safety, City of Madison, Indiana, met at 11:30 AM in the Council Chamber, City Hall.

Calling of roll and notice of absentees: Eaglin, Courtney, and Carlow were present (3-0).

**Approval of Minutes:** Eaglin moved to approve the March 3, 2025, minutes, seconded by Carlow. All in favor, motion carried (3-0).

**Claims—General/Payroll:** Carlow moved to approve the general and payroll claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

**Adjustments: 708 W Fourth Street:** Property owner Joshua Bowlds experienced a leak due to a broken water line, affecting billing for one month. He is requesting an adjustment of \$2,533.31 to wastewater charges, restoring them to his average usage. The leak, which occurred between January and April 2024, was located in a line beneath the home and has since been repaired. **Motion:** Courtney moved to approve the adjustment for 708 W Fourth Street, seconded by Eaglin. All in favor, motion carried (3-0).

#### **New business:**

**10-Minute Parking Space at 108 E Main Street – MPD Chief Shawn Scudder:** A request for a designated 10-minute parking space at the corner of Main and West Streets to serve the golf simulator and restaurant businesses has been requested. This space would provide convenience for customers unloading golf bags before parking and for community members picking up takeout from nearby restaurants. This would benefit multiple businesses located in the downtown area. **Motion:** Eagin moved to approve the 10-minute parking space recommendation, seconded by Carlow. All in favor, motion carried (3-0).

Shooting Range Recommendations – MPD Chief Shawn Scudder: The existing shooting range, utilized by multiple law enforcement agencies, was established in the 1950s when the surrounding area had minimal business and residential development. However, as the community has grown, the facility no longer provides adequate protection for nearby homes and businesses. Recently, stray bullets have been discovered at a home in Miles Ridge and the animal shelter, highlighting safety concerns. Ivy Tech has sent a letter of support to the board, raising concerns about the shooting range being so close to their campus. They're worried that over time, students and staff might get used to the sound of gunfire, which could make it harder to tell the difference between regular range activity and a real safety threat to the campus. The recommendation would be to shut down the range by May 1, 2025, to give time to law enforcement agencies to comply with their 2025-mandated firearms training and certifications. The city will collaborate with Jefferson County officials to identify an alternate range facility within a year of closing the current range. Motion: Eaglin moved to approve the closing of the shooting range with the schedule laid out by the chief, seconded by Courtney. All in favor, motion carried (3-0).

**Resolution 2025-9B: Pakalana's Poke Wagon:** Isa Center, on behalf of Pakalana's Poke Wagon, has requested the temporary closure of two parking spaces in front of the James Dell clothing store at 108 West Main Street from 10:00 p.m. on March 21, 2025, to 6:00 p.m. on March 22, 2025. The closure is requested to allow the food truck to park and operate for food vending during the James Dell Hawaiian Luau. **Motion:** Eaglin moved to approve Resolution 2025-9B, seconded by Carlow. All in favor, motion carried (3-0).

**Resolution 2025-10B: Life Choices Walk for Life:** Lisa Perry, Executive Director of the Life Choices Clinic, has requested the temporary closure of certain streets for the Life Choices Clinic Walk for Life on Saturday, May 3, 2025. The requested closures, from 8:00 a.m. to 12:00 p.m., include Vaughn Drive from Vernon Street to the alley gravel lot between East Street and St. Michael's Avenue, and Vernon Street from First Street to Vaughn Drive. **Motion:** Carlow moved to approve Resolution 2025-10B, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution 2025-11B: Molly Dattilo Run/Walk: Paul Kelly, on behalf of the Molly Dattilo 5K Run/Walk committee, has requested temporary street closures for the annual Molly Dattilo 5K Run/Walk on Saturday, May 10, 2025. Vaughn Drive between West Street and Poplar Street is requested to be closed from 5:30 a.m. to 11:15 a.m. Additional closures from 7:30 a.m. to 11:15 a.m. include Vaughn Drive from Vernon Street to Ferry Street (including the City campground), St. Michael's Avenue from Vaughn Drive to First Street, First Street from St. Michael's Avenue to Vernon Street, Second Street from Elm Street to Vine Street, and Vernon Street from Vaughn Drive to First Street. Motion: Courtney moved to table Resolution 2025-11B for a representative to be present, seconded by Carlow. All in favor, motion carried (3-0).

Resolution 2025-12B: Adopting Standards re. Vacant & Abandoned Structures: The City of Madison has recognized the ongoing issues caused by vacant, abandoned, and unsafe structures, which have led to over 1,175 nuisance and unsafe structure cases in the past three years. In response, it has been recommended that a formal ordinance, titled "The Registration and Abatement of Vacant and Abandoned Structures Ordinance," be established to hold property owners accountable for maintaining their buildings and minimizing their negative impact on neighborhoods. The Board of Public Works and Safety has approved and recommended this ordinance for passage by the Common Council. Nicole Schell, Director of Planning, Preservation, and Design, provided an overview of the resolution and its key components. The full presentation is available for viewing on the City of Madison's YouTube Channel. Motion: Eaglin moved to approve Resolution 2025-12B, seconded by Carlow. All in favor, motion carried (3-0).

**Director of Finance and Budget Mindy McGee: Professional Services Agreement with Jacobi Toombs & Lanz:** This agreement is standard for the city's CCMG projects. In November, the city applied for a substantial CCMG grant, which was awarded last week. The project represents a \$3 million investment in the Main Street Corridor between Mill and Broadway. The services agreement, valued at up to \$775,000 for the duration of the project, includes professional inspections. With an expected timeline of four to five months, the agreement covers approximately two months of inspections for the city. **Motion:** Eaglin moved to approve the Professional Services Agreement with Jacobi Toombs & Lanz, giving the Mayor the authority to sign, seconded by Carlow. All in favor, motion carried (3-0).

**Parks Events Brett Ricketts: Contract with BYB Events Services:** This event is part of the Fall Harvest Festival and follows the same format the city has successfully used in recent years. The goal is to have the entire event sponsored. **Motion:** Courtney moved to approve the contract with BYB Events Services, seconded by Carlow. All in favor, motion carried (3-0).

PACE Applications - Historic Preservationist Brenna Haley: 1 W 6th St. is a rehabilitation grant requesting \$7,500. Work would include the replacement of historic brick, tuckpointing, scraping, painting, and window replacement. 515 Jefferson St. is a rehabilitation grant requesting \$7,500. Work would include tuckpointing and replacing pediments on the first-floor windows and doors. 403 W 2<sup>nd</sup> St. is a rehabilitation grant requesting \$7,500. Work would include restoration of windows, stripping the paint replacement of rotten wooden sills, and reglazing as necessary. 311 East St. is a rehabilitation grant requesting \$7,500. Work would include the replacement of the front door, the street-facing windows, front steps, and the retaining wall. 135 East Main St. is a rehabilitation grant requesting \$7,500. Work would include the replacement of a vinyl window, refurbishing wooden windows, repainting the metal cornice, and scraping paint. 917 W 1st is a rehabilitation grant requesting \$7,500. Work would include building a 20x20 foot addition on the rear, removing the vinyl siding, and replacing it with LP Smart Siding, adding aluminum gutters and shingles. 805 E 2<sup>nd</sup> St. is a rehabilitation grant requesting \$7,232.88. Work would include the replacement of wood windows with aluminum-clad clad. 215 East St. has completed work and received their final check. The property owner had higher costs than they were originally expecting due to discovering rotting wood beams in the porch. They have come back requesting \$1,137.50, which would bring their total to \$5,555. Motion: Courtney moved to approve the PACE Applications as presented, including the amendment, seconded by Eaglin. All in favor, motion carried (3-0).

**PACE Final – Historic Preservationist Brenna Haley:** 420 E 2<sup>nd</sup> St. was a rehabilitation grant. They did not receive a midpoint disbursement. They are requesting the full disbursement of \$7,500. Work

included the replacement of windows and painting. **Motion:** Courtney moved to approve the PACE Final, seconded by Eaglin. All in favor, motion carried (3-0).

Unfinished Business: CEI Certificate of Substantial Completion Storage Tanks Rehabilitation Division B – Utilities Superintendent Brian Jackson: Tabled March 3, 2025. Remains Tabled.

**Mayor's Comments:** Thoughts and prayers go out to the families and communities who experienced loss due to severe weather.

Public comment: None.

Next meeting: Monday, April 7, 2025, at 11:30 AM.

**Adjourn:** Eaglin moved to adjourn, seconded by Courtney. All in favor, motion carried (3-0).

Attested:

Shirley Rynearson, Clerk-Treasurer	Mayor Bob Courtney
Karl Eaglin	 David Carlow



# CITY OF MADISON WATER AND SEWER DEPARTMENT

*	Customer for waster	had leak water bad	ck to ave	rage usa	ge.	n billing for		. Adjus	t billing			
	ACCOUN	NT NAM	E:	FLOR	A TAY	LOR			- i			
	ADDRES	SS:		2933	KENTU	ICKY			    -			
	ACCOUN	RESS: 2933 KENTUCKY  OUNT #: 16-63626-03  Hyd Penalty Penalty Sewer Sewer Trash Trash 7/24 0.00 0.00 0.00 0.00 29.51 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0										
	Date	DDRESS: 2933 KENTUCKY    16-63626-03										
Billed=	11/27/24	Water         Tax         Sprk         Water         Sewer         Sewer         Trash         Trash           24         0.00         0.00         0.00         29.51         0.00         0.00         0.00           0         0.00         0.00         0.00         21.38         0.00         0.00         0.00           ng         0.00         0.00         0.00         0.00         0.00         0.00										
Gal Used SHB =	3,000 2,000 Reading	0.00	0.00	0.00	0.00	21.38	0.00	0.00	0.00	21.38		
Adjustme	nt	0.00	0.00	0.00	0.00	8.13	0.00	0.00	0.00	8.13		
Billed= Gal Used	12/27/24 63,900	0.00	0.00	0.00	0.00	524.63	0.00	0.00	0.00	524.63		
SHB =	2,000 Reading	,900 000 0.00 0.00 0.00 0.00 21.38 0.00 0.00 0.00 ading										
Adjustme	nt <sup>–</sup>	Reading								503.25		
Billed= Gal Used	1/28/25	0.00	0.00	0.00	0.00	2366.07	0.00	0.00	0.00	2366.07		
SHB =	2,000 Reading		=		ia .				0.00	21.38		
Adjustme	nt	0.00	0.00	0.00	0.00	2344.69	0.00	0.00	0.00	2344.69		
ТОТА	LS =	0.00	0.00	0.00	0.00	2856.07	0.00	0.00	0.00	2856.07		
ō	Total Am	ount of	Adjust	ment:		-\$2,85	6.07					
	SIGNED:		<u>, , , , , , , , , , , , , , , , , , , </u>									
	DATED:				3/25	/2025						

#### City of Madison

# **Consumption History - Detailed**

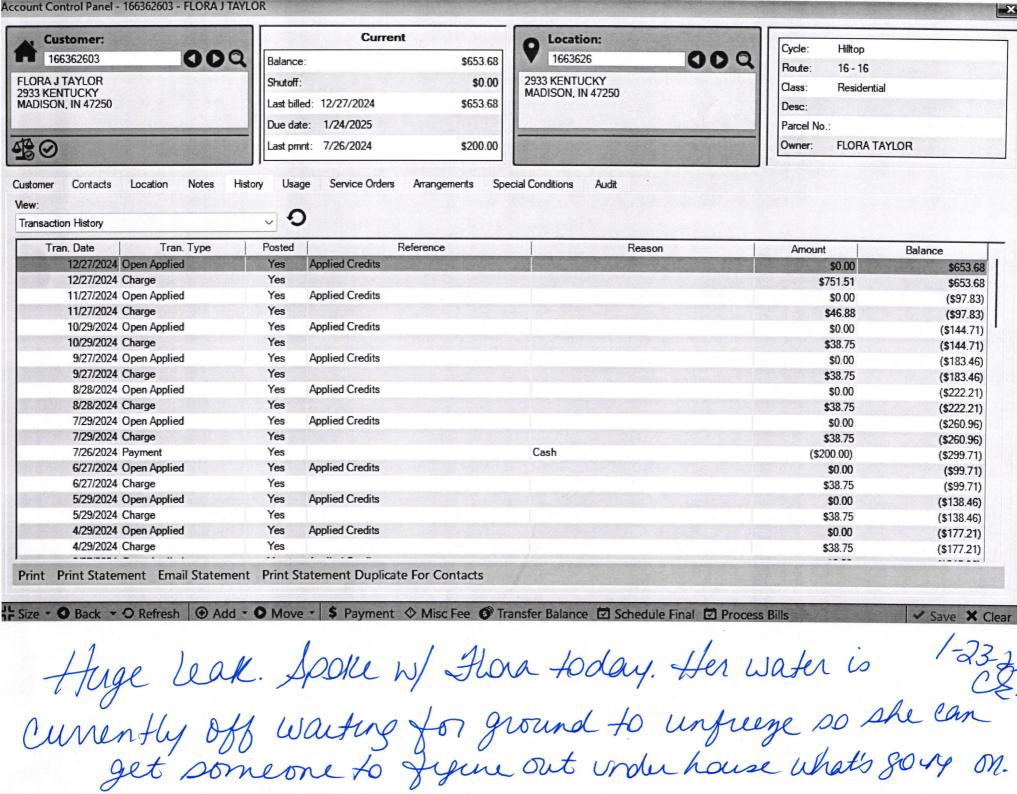
Sort Order: Date

Limited to : Account No 166362603 Location No 1663626

Location No.	Customer	No.	Custome	er Name		Lo	cation Add	dress		Revenue C	ass	Route	
Service	Bill Date	Rate Code	Units	SerialNo	Meter Size	Prior Read	Prior Read Date	Current Read	Current Read Date	Actual	Adjusted	Billed	Charge
1663626	166362603		FLORA TA	YLOR		293	3 KENTUC	KY		Residential		16	
Water	2/27/2025	1	gal	3362905	5/8"	3,682.00	01/03/2025	3.684.00	02/03/2025	200.00	0.00	200.00	12.6
Water	1/28/2025	1	gal	3362905	5/8"	778.00	12/02/2024		01/03/2025	290,400.00	0.00	290,400.00	851.6
Water	12/27/2024	1	gal	3362905	5/8"	139.00	11/01/2024		12/02/2024	63,900.00	0.00	63,900.00	208.4
Water	11/27/2024	1	gal	3362905	5/8"	109.00	10/01/2024	139.00	11/01/2024	3,000.00		3,000.00	12.6
Water	10/29/2024	1	gal	3362905	5/8"	100.00	09/03/2024	109.00	10/01/2024	900.00	0.00	900.00	12.6
Water	9/27/2024	1	gal	3362905	5/8"	86.00	08/01/2024	100.00	09/03/2024	1,400.00	0.00	1,400.00	12.6
Water	8/28/2024	1	gal	3362905	5/8"	75.00	07/01/2024	86.00	08/01/2024	1,100.00	0.00	1,100.00	12.6
Water	7/29/2024	1	gal	3362905	5/8"	58.00	06/03/2024	75.00	07/01/2024	1,700.00	0.00	1,700.00	12.63
Water	6/27/2024	1	gal	3362905	5/8"	45.00	05/01/2024	58.00	06/03/2024	1,300.00	0.00	1,300.00	12.63
Water	5/29/2024	1	gal	3362905	5/8"	36.00	04/01/2024	45.00	05/01/2024	900.00	0.00	900.00	12.63
Water	4/29/2024	1	gal	3362905	5/8"	28.00	03/01/2024	36.00	04/01/2024	800.00	0.00	800.00	12.63
Water	3/27/2024	1	gal	3362905	5/8"	18.00	02/01/2024	28.00	03/01/2024	1,000.00	0.00	1,000.00	12.63
Water	2/28/2024	1	gal	85533551	5/8"	18,257.00	01/04/2024	18.259.00	01/08/2024	2,000.00	0.00	2.000.00	12.63
				3362905	5/8"	0.00	01/08/2024	18.00	02/01/2024	_,	0.00	2,000.00	12.0
Water	1/29/2024	1	gal	85533551	5/8"	18,250.00	12/11/2023	18,257.00	01/04/2024	700.00	0.00	700.00	12.63
Water	12/28/2023	1	gal	85533551	5/8"	18,239.00	11/06/2023	18,250.00	12/11/2023	1,100.00	0.00	1,100.00	12.63
Water	11/29/2023	1	gal	85533551	5/8"	18,230.00	10/03/2023	18,239.00	11/06/2023	900.00	0.00	900.00	12.63
Water	10/27/2023	1	gal	85533551	5/8"	18,227.00	09/11/2023	18,230.00	10/03/2023	300.00	0.00	300.00	12.63
Water	9/27/2023	1	gal	85533551	5/8"	18,221.00	08/07/2023	18,227.00	09/11/2023	600.00	0.00	600.00	12.63
Water	8/29/2023	1	gal	85533551	5/8"	18,216.00	07/11/2023	18,221.00	08/07/2023	500.00	0.00	500.00	12.63
Water	7/27/2023	1	gal	85533551	5/8"	18,205.00	06/06/2023	18,216.00	07/11/2023	1,100.00	0.00	1,100.00	12.63
Water	6/27/2023	1	gal	85533551	5/8"	18,200.00	05/11/2023	18,205.00	06/06/2023	500.00	0.00	500.00	12.63
Water	5/30/2023	1	gal	85533551	5/8"	18,190.00	04/04/2023	18,200.00	05/11/2023	1,000.00	0.00	1,000.00	12.63
Water	4/27/2023	1	gal	85533551	5/8"	18,183.00	03/02/2023	18,190.00	04/04/2023	700.00	0.00	700.00	12.63
Water	3/28/2023	1	gal	85533551	5/8"	18,178.00	02/06/2023	18,183.00	03/02/2023	500.00	0.00	500.00	12.63
Water	2/28/2023	1	gal	85533551	5/8"	18,171.00	01/05/2023	18,178.00	02/06/2023	700.00	0.00	700.00	12.63
Water	1/27/2023	1	gal	85533551	5/8"	18,165.00	12/08/2022	18,171.00	01/05/2023	600.00	0.00	600.00	12.63
Water	12/29/2022	1	gal	85533551	5/8"	18.159.00	11/07/2022	18,165.00	12/08/2022	600.00	0.00	600.00	12.63
Water	11/30/2022	1	gal	85533551	5/8"	18,154.00	10/04/2022	18,159.00	11/07/2022	500.00	0.00	500.00	12.63
Water	10/27/2022	1	gal	85533551	5/8"	18,147.00		18,154.00	10/04/2022	700.00	0.00	700.00	12.63
Water	9/28/2022	1	gal	85533551	5/8"	18,140.00		18,147.00	09/01/2022	700.00	0.00	700.00	12.63
Water	8/29/2022	1	gal	85533551	5/8"	18,131.00		18,140.00	08/02/2022	900.00	0.00	900.00	9.56
Water	7/27/2022	1	gal	85533551	5/8"	18,121.00	06/03/2022		07/06/2022	1,000.00	0.00	1,000.00	7.1
Water	6/28/2022	1	gal	85533551	5/8"	18,112.00		18,121.00	06/03/2022	900.00	0.00	900.00	7.1
Water	5/27/2022	1	gal	85533551	5/8"	18,106.00	04/11/2022		05/05/2022	600.00	0.00	600.00	7.11
Water	4/27/2022		gal	85533551	5/8"	18,096.00	03/10/2022	18,106.00	04/11/2022	1,000.00	0.00	1,000.00	7.11
Water	3/29/2022		gal	85533551	5/8"	18,086.00	02/10/2022		03/10/2022	1,000.00	0.00	1,000.00	7.11

Service	Units	Rate Code	Actual	Adjusted	Billed	Charges
Water	gal	1	385,700.00	0.00	385,700.00	1,458.87
Total Water - gal			385,700.00	0.00	385,700.00	1,458.87

Augusage is minimum bill.



166362603 2933 Kentucy Are, Madson Inch On January el got a Phone call. From my She informed me il had a leak So with. the winter Storm Coming) We did decide to tun and with snow and to want in fine the leak. It was Journal about took a couple days to get fixed. Mr. Jones Reggies Maintann 812-599-4518 Keak about 20 feet From 812-818-6384 Thanks atot

# REGGIE'S

# MAINTENANCE

#### 812-599-4518

	2/6/25			
DATE	ACCT# _			
NAME	Jane laylor			
ADDRESS	2933 KUAV	mAd	5000	
N. S.				
SOLD BY	CASH COD CHARGE ON ACCT MD	SE RET'D PAID	OUT	-
QUANTITY	DESCRIPTION	PRICE	AMOUNT	ASC 1
i oka ja	Finding the			
	leack!			
	Ground WAS			
	Frozen 4" this	1/4		
	labor		1000	00
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	MAterials used		100	-
	Fuel SURO Charg			
	PUEL SURE CHAIG			
			1100	00
	RECEIVED BY			

ALL CLAIMS AND GOODS MUST BE ACCOMPANIED BY THIS BILL

A credit service charge equal to 11/% per month, with an equivalent annual percentage rate of 18% may be assessed on any unpaid balance over 25 days old applied to such over due balance after all payments and credits have been deducted during the current billing period. To avoid a credit service charge, customer must pay all accounts within 25 days from billing date.



## UTILITY MANAGER BPW REPORT: April 7, 2025

#### Water Project – SRF Disbursement Requests & Cert. of Substantial Completion

- 1. SRF Request No. 3SRFINT Commonwealth Engineers
  - One Invoice dated 02/28/2025.
  - a. Invoice 62429 in the amount of \$171.50 for American Iron and Steel Compliance Fees
  - b. Total Amount of Invoice = \$171.50
    - Amount of SRF Disbursement No. 3SRFINT = \$172.00
- 2. SRF Request No. 4SRFINT Dave O'Mara Contracting

Water Treatment Plants {Division "A"}

- Request No. 22 Dated 02/25/2025 for final retainage release.
- Total Retainage Release Amount in Pay App 22 = \$45,920
- Amount of SRF Disbursement 2SRFINT = 45,920; Retainage Amt. remaining = \$0.00
- 3. SRF Request No. 5SRFINT MW Cole Construction

Water Tanks & Towers {Division "B"}

- Request No. 13 Dated 03/14/2025.
- Total Amount of Invoice = \$89,450.00
- Total Retainage Amount in Pay App 13 = \$4,473.00
- Amount for Pay App 13/SRF Disbursement 5SRFINT = \$84,798.00
- 4. Water Project Division "B" MW Cole Contracting
  - Certificate of Substantial Completion
  - Dated April 14, 2025
  - Still have approximately 24K remaining unbilled plus their retainage

			S	RF Disb	ursem	ent R	eques	st Forn	n				
Participant Inf	formation												
Name: Cit	y of Madiso	on Municipal	Water Wor	ks		SRF Lo	an Numbe	er:	DW	/22093903	1		
DUNS #:	08-620	-0326	Сад	ge Code:	5HXEO	Reque	st Numbe	r:	3SF	RFINT			
Mailing Address:	101 We	est Main Stree	et										
City: Madiso	on		Sta	te: IN		ZIP Co	de:			47250			
Contact Person:		Shirley Ry	nearson, C	lerk Treasurer	Conta	ct Phone	Number:	812-2	65-8316				
Authorized Representative:	)	Bob Cour	tney, Mayo	r	Autho		resentati	ve Phone		812-265-8	300		
If requesting reim	bursement	to the Partic	ipant by wi	re transfer, pl	ease provi	de the fo	llowing in	formation:					
Bank Name:	Germai	n American			Bank F	Routing		0839045	563				
Account Name:	City of	Madison Wat	er & Sewer	1	Accou	nt Numb	er:	1506676	5				
Loan Informatio	n												
Description of wor made (services, fe			ng	Project W193 Project Representation & Steel	esentative,	Regulato	ory Assista	_	_	-		_	
Is any part of this	claim fund	ed by an alter	rnate fundi	ng source?								YES	⊠ NO
If yes, please iden	tify the sou	rce and amo	unt of the o	laim funded b	y the alter	nate sou	rce (OCRA	A, SAP, Loca	al .			\$	
Is any part of this	claim fund	ed by the Ind	iana Brown	fields Progran	n?							YES	⊠ NO
Has the Participan	t paid the	request and i	s now seek	ing reimburse	ment?							YES	⊠ NO
Is any part of this	claim a res	ult of a chang	ge order? If	yes, please at	tach the SI	RF chang	e order ap	proval lett	er.			YES	⊠ NO
Are there Green P	roject Rese	rve compone	ents involve	d in this requ	est? If yes	, please	describe:					YES	⋈ NO
Are there any Lead	d Line repla	acement com	ponents in	this request?								YES	⊠ NO
Loan Financial II	nformatio	n											
Original Loan Amo	ount:										\$	466,255	
Total Amount of F	Previous Di	sbursements	:								\$	191916	
Balance Available Disbursement:	After this										\$	274167	
Amount to Cont	ractor for	this Reque	st:								\$	172	
Is any part of this	request a p	artial or fina	release of	retainage to t	he contrac	tor?	,				T	YES	⊠ NO
Contractor Name:	COM	MONWEALT	H ENGINEE	RS	DUNS	6#:	07	9578639					
Mailing address:	7256	COMPANY [	DRIVE										
City: INDIAN	NAPOLIS		Sta	te: IN		ZIP Co	de:			46237			
Wiring Information	n:								-				
Bank Name:					Bank	Routing	Number:						
Account Name:					Acco	unt Num	per:						
Retainage Amou	int for thi	s Request:									\$	0	
Participant reques	sts that the	retainage an	nount be he	eld by SRF:				*					$\boxtimes$
Participant reques	sts that the	retainage an	nount be se	nt to the Part	icipant via	check to	the maili	ng address	listed abov	ve:			
Participant reques	sts that the	retainage an	nount be se	nt to the follo	wing bank	:							
Bank Name:					Bank	Routing	Number:						
Account Name:					Acco	unt Num	ber:						
Total Amount of	f this Req	uest:									\$	172	
The undersigned h conditions of the p Davis Bacon Act/ L	roject agre	ement(s), tha	t the certifi	ed payrolls red	eived in co	nnection	with any	enclosed co	nstruction	invoices a			
Authorized Repres		Contraction	RILL	1	-1-11-11	. a.c m c	pilatice	oiti II	Date:		/07/	2025	
For Internal Use C	Only:			Luc					L				
Approved By:	-		Date:		GPR A	mount:	\$		Lead A	Amount:	\$		



City of Madison

Attn: Brian Jackson, Utilities Manager

101 West Main Street Madison, IN 47250 Invoice number

62429

Date

02/28/2025

Project W19120 Madison - Water Utility

Improvements

For Basic Engineering Services rendered through January 31, 2025

Amendment# 1 signed 07/19/2021 - Limited NTP dated 08/16/2021

Limited NTP 2 dated 03/07/2022

Limited NTP 3 dated 01/17/2023

Amendment #2 signed 11/20/23

Amendment #3 signed 05/20/24

#### American Iron & Steel Compliance

**Professional Fees** 

		Hours	Billed Amount
Engineering Intern I		1.25	171.50
	Professional Fees subtotal	1.25	171.50
	American Iron & Steel Compliance subtotal		171.50

Invoice total

171.50

#### **Invoice Summary**

Description		Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
SOIL BORINGS		17,459.53	17,459.53	17,459.53	0.00	0.00
RECORD DRAWINGS		12,500.00	10,443.89	10,443.89	2,056.11	0.00
EROSION CONTROL		3,057.96	3,057.96	3,057.96	0.00	0.00
WATER MODEL UPDATE		6,817.45	6,817.45	6,817.45	0.00	0.00
LAND SURVEYING		50,000.00	50,000.00	50,000.00	0.00	0.00
FINANCIAL / LEGAL ASSISTANCE		10,000.00	3,741.45	3,741.45	6,258.55	0.00
START UP ASSISTANCE		10,000.00	10,000.00	10,000.00	0.00	0.00
AMERICAN IRON & STEEL COMPLIANCE		5,000.00	4,823.52	4,995.02	4.98	171.50
FISCAL SUSTAINABILITY PLAN		0.00	0.00	0.00	0.00	0.00
REGULATORY		5,891.15	5,891.15	5,891.15	0.00	0.00
	Total	120,726.09	112,234.95	112,406.45	8,319.64	171.50

,			S	RF Disbu	ırsem	ent R	eques	t Form				
Participant Inf	ormation								······································			
Name: Cit	y of Madiso	n Municipal W	/ater Worl	<b>KS</b>		SRF Lo	an Numbe	er:	DW22093	3903		
DUNS #:	08-620-	0326	Cag	e Code:	5HXEO	Reque	st Number	:	4SRFINT			
Mailing Address:	101 We	st Main Street										
City: Madiso	on		Stat	e: IN		ZIP Co	de:		47250	0		
Contact Person:		Shirley Ryn	earson, Cl	erk Treasurer	Conta	ct Phone	Number:	812-265	5-8316			
Authorized Representative:		Bob Courtn	ey, Mayor		Autho Numb		presentativ	ve Phone	812-2	265-8300		
If requesting reim	bursement	to the Particip	ant by wir	e transfer, ple	ase provi	de the fo	llowing inf	formation:				
Bank Name:	German	American			Bank F	Routing		08390456	3			
Account Name:	City of N	Madison Water	r & Sewer		Accou	nt Numb	er:	1506676				
Loan Informatio	n											
Description of wor		_		Project W191	20 – Wate	er Utility :	Supply and	l Water Trea	tment Plant In	nprovemer	nts	
Is any part of this	claim funde	ed by an altern	ate fundin	g source?							☐ YES	⊠ NO
If yes, please ident	tify the sou	rce and amour	nt of the c	aim funded b	y the alter	nate sou	rce (OCRA	, SAP, Local	T			
Is any part of this	claim funde	ed by the India	na Brownf	ields Program	?						YES	⊠ NO
Has the Participan	t paid the r	equest and is r	now seeki	ng reimbursen	nent?						YES	⊠ NO
Is any part of this	claim a resu	ult of a change	order? If	yes, please att	ach the SI	RF chang	e order ap	proval letter			☐ YES	⊠ NO
Are there Green P	roject Rese	rve componen	ts involve	d in this reque	st? If yes	s, please	describe:				☐ YES	⊠ NO
Are there any Lead	d Line repla	cement compo	onents in t	:his request?							YES	⊠ NO
Loan Financial Ir	nformatio	n										
Original Loan Amo	ount:						51			\$	466,255	
Total Amount of P	revious Dis	sbursements:								\$	192088	
Balance Available Disbursement:	After this									\$	228247	
Amount to Cont	ractor for	this Request	:		******					\$	45920	
Is any part of this	request a p	artial or final r	elease of	retainage to th	ne contrac	tor?					⊠ YES	□NO
Contractor Name:	DAVE	O'MARA CON	ITRACTOR	, INC.	DUNS	5 #:	06	7899278				
Mailing address:	1100	EASET O & M	AVENUE,	P.O. BOX 1139	)			3/1-8-6/-				
City: NORTH	VERNON		Stat	e: IN		ZIP Co	de:		472	265		
Wiring Information	n:											
Bank Name:					Bank	Routing	Number:					
Account Name:					Accou	unt Numl	oer:					
Retainage Amou	nt for this	Request:								\$	0	
Participant reques	ts that the	retainage amo	ount be he	ld by SRF:			· · · · · · · · · · · · · · · · · · ·					
Participant reques	ts that the	retainage amo	unt be ser	nt to the Partic	cipant via	check to	the mailin	g address lis	ted above:			
Participant reques	ts that the	retainage amo	ount be ser	nt to the follow	wing bank	:						
Bank Name:					Bank	Routing	Number:					
Account Name:					Accou	unt Numl	per:					
Total Amount of	this Requ	iest:								\$	45920	
The undersigned he conditions of the p Davis Bacon Act/ L	roject agree	ement(s), that t	the certifie	ed payrolls rece	eived in co	nnection	with any e	enclosed cons	struction invoic	ces are in co		
Authorized Repres		1	300 C	Com			MU.S			04/07/	2025	18
For Internal Use C	nly:					-	- VIJ					
Approved By:	-		Date:		GPR A	mount:	\$		Lead Amount	: \$		
94 F.A. 65			1				19					

とJCDC宣		Contractor	's Application for	Payment No.	22				
NGINEERS JOINT CONTRACT OCUMENTS COMMITTEE		Application 12.21.24 to 2.21.25 Period:		2.25.25					
City Of Madison Div	A	From (Contractor):  Dave Omara Con	ntracting	Via (Engineer): Commonwealth Engineers					
Value Utility Improve	ments	Contract:							
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:					
Div A- Supply & T	reatment Improvements	22-03760	1		-				
	Application For Pa								
proved Change Orders			I. ORIGINAL CONTR	ACT PRICE	\$ \$4,543,000.00				
Number	Additions	Deductions		ge Orders					
1	\$19,320.69			ice (Line 1 ± 2)					
2			Control of the Contro	ED AND STORED TO DATE	34,372,038,00				
3	\$17,229.00		MANAGER SUB-	rogress Estimates)	S \$4,592,038.68				
4	\$24,584.51	\$12,095.52	5. RETAINAGE:						
			a.	X 54,592,038.68 Work Completed	S				
			b. 5%	X Stored Material					
			c. Total	Retainage (Line 5.a + Line 5.b)					
			The second secon	E TO DATE (Line 4 - Line 5.c)	5500				
TOTALS	\$61,134.20	\$12,095 52	1	AYMENTS (Line 6 from prior Application)					
NET CHANGE BY		\$49,038.68		S APPLICATION					
CHANGE ORDERS		347,030.00		SH, PLUS RETAINAGE					
			(Column G total on P	rogress Estimates + Line 5.c above)	S				
ontractor's Certification	to the best of its knowledge, the	GHaning		45,920.0	^				
) All previous progress payments i	eceived from Owner on account o	f Work done under the Contract have been	Payment of: S						
oplied on account to discharge Con y prior Applications for Payment:	tractor's legitimate obligations inc	urred in connection with the Work covered		(Line 8 or other - stach explanation	of the other amount)				
2) Title to all Work, materials and e	quipment incorporated in said We	ork, or otherwise listed in or covered by this	is recommended by:	Mathallyn-	-3/24/21				
opiteation for Payment, will pass to cumbrances (except such as are co	vered by a bond acceptable to Ow	nd clear of all Liens, security interests, and ner indemnifying Owner against any such	is rocommended by.	(Engineer)	(Date)				
ens, security interest, or encumbra	nces); and	ance with the Contract Documents and is not			(Date)				
fective	one to a fayment is in accordi	and the Contract Documents and 15 not	Payment of: S	45,920.00					
				(Line 8 or other - attach explanation	of the other amount)				
			is seemed by	RP 10001 10	3/21/25				
	MARA MARA		is approved by:	The state of the s	016627				
ontractor Signature	STORY CORPO CO			(Owner)	(Date)				
1 7	N. R.	Date: 31	Approved by:						
Kith O min	- 1 \	1/4/15		Funding or Financing Entire (if applicable)	(D-1-)				
But o min	III A DANA	Date. 3/14/25		Funding or Financing Entity (if applicable)	(Date)				

## Progress Estimate - Unit Price Work

or (Contract):	Madison Div A							Application Number:	22			
olication Period	12.21.24 to 2.21.25							Application Date: 2.25.25				
	A				В	С	D	E	F			
	Item	T	C	ontract Informatio	n	Entirented	V. 1 CW 1		Total Completed			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	West End Supply & Treatment			\$2,089,000.00								
la	Mobilization	1	LS	\$104,450.00	\$104,450.00	1	\$104,450.00		\$104,450.00	100.0%		
1b	Equipment'	1	LS	\$222,750.00	\$222,750.00	1	\$222,750.00		\$222,750.00	100.0%		
lc	Valves & Piping	1	LS	\$1,269,000.00	\$1,269,000.00	1	\$1,269,000.00		\$1,269,000.00	100.0%		
1d	Electrical/ HVAC	1	LS	\$492,800.00	\$492,800.00	1	\$492,800.00		\$492,800.00	100.0%		
2	JPG Supply & TreatMent			\$565,000.00								
2a	Mobilization	1	LS	\$28,250.00	\$28,250.00	1	\$28,250.00		\$28,250.00	100.0%		
2b	Equipment'	1	LS	\$292,500.00	\$292,500.00	1	\$292,500.00		\$292,500.00	100.0%		
2c	Valves & Piping	1	LS	\$109,250.00	\$109,250.00	1	\$109,250.00	The second secon	\$109,250.00	100.0%		
2d	Electrical/ HVAC	1	LS	\$135,000.00	\$135,000.00	1	\$135,000.00		\$135,000.00	100,0%		
3	Hilltop Booster Station			\$1,069,000.00								
3a	Mobilization	1	LS	\$53,450.00	\$53,450.00	1	\$53,450.00		\$53,450.00	100.0%		
3b	Equipment'	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%		
3с	Valves & Piping	1	LS	\$213,050.00	\$213,050.00	1	\$213,050.00		\$213,050.00	100.0%		
3d	Electrical & HVAC	1	LS	\$800,000.00	\$800,000.00	1	\$800,000.00		\$800,000.00	100.0%		
4	SCADA	1	LS	\$700,000.00	\$700,000.00	1	\$700,000.00		\$700,000.00	100.0%		
5	MA 3 West End Pump Rewinding	1	LS	\$25,000.00	\$25,000.00	1	\$25,000.00		\$25,000.00	100.0%		
6	West End ATS & Remote Starter	1	LS	\$95,000.00	\$95,000.00	1	\$95,000.00		\$95,000.00	100.0%		
											*	
	Totals				\$4,543,000.00		\$4,543,000.00		\$4,543,000.00	100.0%		

# **Stored Material Summary**

):		1					Application Number	er:	22	
eriod:		12.21.24 to 2.2	11.25				Application Date:	2.25.25		
	В		С		D	E		T	F	G
Su	ubmittal No.			Stored I	reviously		Subtotal Amount	Incorpora	ated in Work	Materials
	(with pecification lection No.)	Storage Location		Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount (\$)	Remaining in Storage (\$) (D + E - F)
26941	3760-004	Majestic	Bl Anderson ABB- VFD's	2/2023	\$63,168.00		\$63,168.00	3/2024	\$63,168.00	
1194-1 37	760-ADD #1	Koch	Koch Mechanical	4/2023	\$6,645.00		\$6,645.00	12/2023	\$6,645.00	
194-1 37	760-ADD#1	Koch	Koch Mechanical	4/2023	\$3,615.00		\$3,615.00	10/2023	\$3,615.00	
194-1 3	760-Add#1	Koch	Koch Mechanical	4/2023	\$1,245.00		\$1,245.00	10/2023	\$1,245.00	
3076-00 Ds	s-04 Vaalves	Site	Flosource	5/2023	\$10,978.00		\$10,978.00	10/2023	\$10,978.00	
194-2 37	760ADD#1	Koch	Koch Mechanical	5/2023	\$13,290.00		\$13,290.00	3/2024	\$13,290.00	
	760 ADD#1	Koch	Koch Mechanical	5/2023	\$7,230.00		\$7,230.00	10/2023	\$7,230.00	
	760 Add#1	Koci	Koch Mechanical	5/2023	\$2,490.00		\$2,490.00	10/2023	\$2,490.00	
	760 Add #1	Koch	Koch Mechanical	6/2023	\$19,935.00	<del> </del>	\$19,935.00	3/2024	\$19,935.00	
	760 Add#1	Koch	Koch Mechanical	6/2023	\$10,845.00		\$10,845.00	10/2023	\$10,845.00	
	3760 Add.	Koch	Koch mechanical	6/2023	\$3,735.00	<del> </del>	\$3,735.00	10/2023	\$3,735.00	
	s-04 Vaalves	Site	Flosource	6/2023	\$23,793.00		\$23,793.00	8/2023	\$23,793.00	
	S-04 Valves	Sitw	Flosource	6/2023	\$27,445.00		\$27,445.00	2/2024	\$27,445.00	
3076-02	DS-04	Site	Flosource	6/2023	\$10,758.00	-	\$10,758.00	10/2023	\$10,758.00	
3076-01	DS-04	Site	Flosource	6/2023	\$11,559.00	1	\$11,559.00	10/2023	\$11,559.00	
	Ds-04 Pipe	Site	Ferguson	6/2023	\$21,906.60	<del> </del>	\$21,906.60	10/2023	\$21,906.60	
	DS-04 Pipe	Site	Ferguson	6/2023	\$8,375.60	<del> </del>	\$8,375.60	9/2023	\$8,375.60	
18244	DS-04	site	Ferguson	6/2023	\$38,292.85		\$38,292,85	8/2023	\$38,292.85	
7125	Add#1	Regal	Toric	7/2023	\$157,560.30	<del></del>	\$157,560.30	3/2024	\$157,560.30	
	Misc met	Site	Munich	7/2023	\$3,935.00		\$3,935.00	10/2023	\$3,935.00	
63b14810	CL2	Regal	HPT	7/2023	\$75,644.50		\$75,644.50	9/2024	\$75,644.50	
	Scrubbers		HPT	7/2023	\$71,000.00		\$71,000.00	11/2023	\$73,644.30	
		Regal		7/2023		<del> </del>		11/2023		
18244	pipe	Site	Ferguson	7/2023	\$46,668.45		\$46,668.45		\$46,668.45	
15759 P	Pipe & ftgs	Site	Ferguson	7/2023	\$21,906.60		\$21,906.60	12/2023	\$21,906.60	
	Hatch	Regal	Ferguson		\$1,863.41	ļ	\$1,863.41	7/2024	\$1,863.41	
	Pipe & Ftgs	Site	Ferguson	7/2023 7/2023	\$7,921.54		\$7,921.54	10/2023	\$7,921.54	
	Pipe & Ftgs	Site	Ferguson		\$5,346.51		\$5,346.51	7/2024	\$5,346.51	
	760 Add#1	Koch	Koch Mechanical	7/2023	\$53,500.00		\$53,500.00	6/2024	\$53,500.00	
	760 Add 31	Koch	Koch Mechanical	7/2023	\$29,000.00		\$29,000.00	10/2023	\$29,000.00	
	3760Add#1	Koch	Koch Mechanical	7/2023	\$10,000.00		\$10,000.00	10/2023	\$10,000.00	
53B14810	CL2		HPT	7/2023	\$75,644.50		\$75,644.50	9/2023	\$75,644.50	
	Scrubbers		HPT	7/2023	\$71,000.00		\$71,000.00	10/2023	\$71,000.00	
32264	Fittings	Site	Ferguson	8/2023	\$14,905.35		\$14,905.35	11/2023	\$14,905.35	
182441	fittings	site	Ferguson	8/2023	\$3,162.13		\$3,162.13	7/2024	\$3,162.13	
5545	Electrical	Majestic		8/2023	THE RESERVE THE PERSON NAMED IN					
31949		Fittings Fittings Electrical	Fittings Site	Fittings Site Ferguson	Fittings         Site         Ferguson         8/2023           Electrical         Majestic         Majestic         8/2023	Fittings         Site         Ferguson         8/2023         \$21,785.89           Electrical         Majestic         Majestic         8/2023         \$63,168.00	Fittings         Site         Ferguson         8/2023         \$21,785.89           Electrical         Majestic         Majestic         8/2023         \$63,168.00	Fittings         Site         Ferguson         8/2023         \$21,785.89         \$21,785.89           Electrical         Majestic         Majestic         8/2023         \$63,168.00         \$63,168.00	Fittings         Site         Ferguson         8/2023         \$21,785.89         \$21,785.89         7/2024           Electrical         Majestic         Majestic         8/2023         \$63,168.00         \$63,168.00         11/2023	Fittings         Site         Ferguson         8/2023         \$21,785.89         \$21,785.89         \$21,785.89           Electrical         Majestic         Majestic         8/2023         \$63,168.00         \$63,168.00         11/2023         \$63,168.00

# **Stored Material Summary**

or (Co	ntract):		1					Application Number	er:	22	
pplicat	tion Period:		12.21.24 to 2.2	21.25		Accessed annihilation of the Paris		Application Date:	2.25.25		
WHITEHOO	A	В		С	D		E	Subtotal Amount		F	G
		Submittal No.		T	Stored Pr	eviously			Incorpora	ted in Work	Materials Remainir
Bid Item No.	Supplier Invoice No.	(with Specification Section No.)	Storage Location		Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount (\$)	in Storage (\$) (D + E - F)
4	7336		regal	toric	10/2023		\$380,368.82	\$380,368.82	3/2024	\$380,368.82	
ld	5558		JPG	Majestic	10/2023		\$120,000.00	\$120,000.00	11/2023	\$120,000.00	
3d	5558		JPG	Majestic	10/2023		\$180,000.00	\$180,000.00	3/2024	\$180,000.00	
				(0)							
							-		<del> </del>		-
	-	-		Totals			\$680,368.82	\$680,368.82	<del> </del>	\$680,368.82	

# Progress Estimate - Lump Sum Work

For (Contract):	1			Application Number:	22			
Application Period:	12.21.24 to 2.21.25			Application Date:	2.25.25			
	Deminumus List		Work Co	ompleted	E	F		G
	A	В	С	D	Materials Presently	Total Completed	0/	Balance to Finish
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Stored (not in C or D)	and Stored to Date (C + D + E)	% (F/B)	(B - F)
CO#1								
1	West End Pump	\$949.20	\$949.20			\$949.20	100.0%	<del></del>
2	12" PRV Valve	\$3,355.70	\$3,355.70			\$3,355.70	100.0%	***************************************
3	Jpg Asphalt Drive	\$15,015.79	\$15,015.79			\$15,015.79	100.0%	· · · · · · · · · · · · · · · · · · ·
CO #2	Time Extension							
CO#3						***************************************		
1	Duke Charges Hilltop	\$5,171.00	\$5,171.00			\$5,171.00	100.0%	
2	JPG Well #7	\$12,058.00	\$12,058.00			\$12,058.00	100.0%	
CO #4			<del> </del>					
1	West End Booster #3 Transf & CP	\$3,328.62		\$3,328.62		\$3,328.62	100.0%	
2	West End Soft starts Grounding	\$7,584.15		\$7,584.15		\$7,584.15	100.0%	
3	West End Pipe Grounding	\$3,442,03		\$3,442.03		\$3,442.03	100.0%	
4	Reconfigured Angle Control Valves	\$10,229.71		\$10,229.71		\$10,229.71	100.0%	
5	Angled Check Valve Installtion Credit	(\$12,095.52)		(\$12,095.52)		(\$12,095.52)	100.0%	
					-			
						***************************************		
	Totals	\$49,038.68	\$36,549.69	\$12,488.99	-	\$49,038.68		

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 3760-22RET

	CITY OF MADISON 101 WEST MAIN STREET		22-03760 MADISON DIV A W IMPROVEMENTS	ATER	Application No.:	22	Distribution to :  Owner  Architect  Contractor
ı	MADISON, IN 47250				101104 10. 7/21 123		Contractor
From Contrac	etor: Dave O'Mara Contractor, I PO Box 1139 North Vernon, IN 47265	nc. Via Architect:			Project Nos: 3760		
Contract For:	Water Improvements	DIVA SURA	ly + Treatment		Contract Date: 1/17/2	.3	
	ACTOR'S APPLICAT			information	, and belief, the work cov	ered by this Applica	the Contractor's knowledge, ation for Payment has been
	s made for payment, as shown below, in Sheet is attached.	connection with the Cont	ract.	paid by the	Contractor for Work for v payments received from	vhich previous Cert	. That all amounts have been ificates for Payment were at current payment shown
1. Origina	l Contract Sum		\$4,543,000.00	725 25 42 34 34 34	311117	MARA CONTIN	www.HELIA
2. Net Ch	ange By Change Order		\$49,038.68	CONTRAC	TOR: Dave O'Mara'd	Sontractor and.	STITE SALLY
3. Contra	ct Sum To Date		\$4,592,038.68	( )		R	
4. Total Co	ompleted and Stored To Date .		\$4,592,038.68	By: \ <b>9</b> \ <b>0</b>	bo O'Mare III	Date:	3/14/25
5. Retains	•			~	-41	333333437 <sub>732</sub>	
a. 0.00	% of Completed Work	\$0.00		State of: Or	ો and sworn to before me this	14	day of March 2015 NOIANE
b. 0.00	% of Stored Material	\$0.00		Notary Publi	a Sheei Cylla	han	THE PROPERTY OF THE PROPERTY O
Tota	Retainage		\$0.00	My Commis	sion expires: 8131/31		* * , **
6. Total Ea	arned Less Retainage		\$4,592,038.68	In accordant	CT'S CERTIFICATE FOR the with the Contract Docume	ents, based on on-site	
7. Less Pi	revious Certificates For Paymer	nts	\$4,546,118.19		he above application, the Are nowledge, information, and b		Owner that to the best of the rogressed as indicated.
8. Current	t Payment Due		\$45,920.49	the quality o	f the Work is in accordance of payment of the AMOUNT C	with the Contract Doc	
9. Balanc	e To Finish, Plus Retainage	********	\$0.00	AMOUNT CE	RTIFIED \$ 45,920.49		
					ation if amount certified differs fro Sheet that are changed to conform		nitial all figures on this Application and on the
	ORDER SUMMARY	Additions	Deductions	Communication C	and the changes to comon	are amount cerune	~,
	ges approved s months by Owner	\$49,038.68	\$0.00	ARCHITEC	CT:		
Total Appr	oved this Month	\$0.00	\$0.00	Ву:		Date:_	
and there are the same of the same and the same and	TOTALS	\$49,038.68	\$0.00				FIED is payable only to the eptance of payment are without
Net Cha	nges By Change Order	\$49,038.68			any rights of the Owner		

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

Application No.:

22

Application Date: 03/14/25

To:

Architect's Project No.:

Invoice #: 3760-22RET Contract: 22-03760 MADISON DIV A WATER IMPROVEMENTS

Α	В	C	D	E	F i	G	at Acquire	H	ı
Item	Description of Work	Scheduled	Work Con	pleted	Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
001	MOBILIZATION	104,450.00	104,450.00	0.00	0.00	104,450.00	100.00%	0.00	
77/2000	EQUIPMENT	222,750.00	222,750.00	0.00	0.00	222,750.00	100.00%	0.00	
003	VALVES & PIPING	1,269,000.00	1,269,000.00	0.00	0.00	1,269,000.00	100.00%	0.00	
004	ELECTRICAL/HVAC	492,800.00	492,800.00	0.00	0.00	492,800.00	100.00%	0.00	
005	MOBILIZATION	28,250.00	28,250.00	0.00	0.00	28,250.00	100.00%	0.00	
006	EQUIPMENT	292,500.00	292,500.00	0.00	0.00	292,500.00	100.00%	0.00	
007	VALVES & PIPING	109,250.00	109,250.00	0.00	0.00	109,250.00	100.00%	0.00	
800	ELECTRICAL/HVAC	135,000.00	135,000.00	0.00	0.00	135,000.00	100.00%	0.00	
009	MOB HILLTOP	53,450.00	53,450.00	0.00	0.00	53,450.00	100.00%	0.00	
010	EQUIPMENT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	
011	VALVES & PIPING	213,050.00	213,050.00	0.00	0.00	213,050.00	100.00%	0.00	
STORY DESCRIPTION	ELECTRICAL/HVAC	800,000.00	800,000.00	0.00	0.00	800,000.00	100.00%	0.00	
120100000000000000000000000000000000000	SCADA	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00%	0.00	
400000000000000000000000000000000000000	MA 3 WEST END PUMP REWIND	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	
	WEST END ATS & RMV STARTER	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00%	0.00	
	WEST END BOOSTER PUMP REWIND	949.20	949.20	0.00	0.00	949.20	100.00%	0.00	
1001	12" PRV MTLL COST INCREASE	3,355.70	3,355.70	0.00	0.00	3,355.70	100.00%	0.00	
1002	JPG PAVED ACCESS ROAD & RAMP	15,015.79	15,015.79	0.00	0.00	15,015.79	100.00%	0.00	
3000	WCD #1 REPLACE JPG #7 PUMP	12,058.00	12,058.00	0.00	0.00	12,058.00	100.00%	0.00	
3001	DUKE BILL	5,171.00	5,171.00	0.00	0.00	5,171.00	100.00%	0.00	
4000	TRANSFORMER/CIRCUIT PANEL	3,328.62	3,328.62	0.00	0.00	3,328.62	100.00%	0.00	
0.0000000000000000000000000000000000000	WE SOFT STARTS GROUNDING	7,584.15	7,584.15	0.00	0.00	7,584.15	100.00%	0.00	
	WEST END PIPE GROUNDING	3,442.03	3,442.03	0.00	0.00	3,442.03	100.00%	0.00	
	RECONFIGURE ANGLED CONTROL VALVES	10,229.71	10,229.71	0.00	0.00	10,229.71	100.00%	0.00	
4004	ANGLED CK VLV INSTALL CREDIT	-12,095.52	-12,095.52	0.00	0.00	-12,095.52	100.00%	0.00	THE RESIDENCE OF THE PROPERTY OF THE
	Grand Totals	4,592,038.68	4,592,038.68	0.00	0.00	4,592,038.68	100.00%	0.00	

# AIS Project's Total Cost of Materials

Prepared by (name & title):

Signature & date:

Dave Omara Contracting

Lin Halling

3/13/25

Leon Pottschmidt PM

Contractor (name & title):

Signature & date:

Project Name:

**Total Cost of MATERIALS:** 

City of Madison

1,355,330

	Item	Quantity	Cost per Item	Item's Total Cost
Ferguson		1	160.00	160.00
		0	0.00	0.00
		0	0.00	0.00
		0	0.00	0.00
			0.00	0.00
			Total =	160.00



# ATTACHPENT TO CERTIFICATE OF SUBSTANTIAL COMPLETION EAR Hadison - Water Differ more Div A - Supply and Treatment impergraments Commonwealth Engineers, Inc., Project No., W19170-A Engl Purch List Dava O' Usus Contractor Inc.

#### November 22, 2024

ITEM 8				
	LOCATION	ISSUE	STATUS	'ASSIGNED VALUE
		All Construction Site		- AUGUST VALUE
1 1	Stewide	Unk seals on well good grouted.		
2 5	Stewide	Training for west end SCADA local operation needed.	Incomplete	\$1,000.00
. 3 1/	A Structure	SCADA needs to be underlying an operation needed.	Incomplete	\$4,000.00
v	/ Stemde	SCADA needs to be updated so pump total run time to totalized and displayed for the operator in their SCADA system -     SCADA work needs to make approval of Owner.		
4 V	Straide	Garbage Removal from all construction sales.	incomplete	\$13,000,00
5 0	/ Stewide	All fire the Band Clark Birds and a consultation sales.	Incomplete	\$5,000.00
	7	All Breaker Panel Circuit Directories need to be filled out in the local sheet.	incomplete	\$1,500.00
		West End Booster Stations		\$1,300.00
6 V	Building 1	Caulking needs to be applied around the flange for the exhaust fan,		
7	Building 1	Dewnstales of shareleffer moved to Month Mars	Incomplete	3500.00
	Building 1	Onwastairs - dehumidifier moved to Horth Walk, plug and drain line should not be tipited together.  Downstairs - Did Thermostat needs to be removed.	Incomplete	\$1,000.00
9 /	(// Building 1	Basement Piping needs proper surface properation (SSPC-SP-2) and recoating	Incomplete	\$1,000,00
10	All Building 1	Valve handwheel bolt is loose and needs to be tightened.	Incomplete	\$1,000,00 @
11	H Building 1	Control Panels and not imment needs to be labular	Incomplete	\$1,000.00
12	Building 1	Air Relief valves on pump discharge are both leaking - corrorion around top of valve body  Plains paint needs to be refere and inference and inference are suffered to the corresponding to the corres	Incomplete	\$1,000.00
13	Building 1	Plaing paint needs to be redone and surface restoration completed.	Incomplete	\$1,000.00
14	Building 1	Discharge Piping on earling 45 with AU in basement is leaking and needs correction.	Incomplete	\$1,000.00 m
15	Building 2	Panel Covers need initialled	incomplete	\$1,000.00
16	Building 2	There are control when in the PLC Panel that need to be landed.	Incomplete	\$1,000.00
17	Building 2	Proves in Goor need to be filled	Incomplete	\$1,000,00
18	Building 2	Old Electrical parts need to be removed from the building and provided to customer  All page one of the building.	incomplete	\$2,000,00
19 -	Bulding 2		Incomplete '	\$1,000,00
20	Building 2	Old injection lines on west wall need to be filled	Incomplete	\$1,000.00
	Building 2	Caulking needs to be sopred ground the flance for the method to	Incomplete	\$500.00
22	Building 2		Incomplete	\$1,000,00
24	Building 2		Incomplete	\$1,000,00
25	Building 2		Incomplete	\$1,000,00
25	Building 2		Incomplete	\$1,000,00
27	Building 2		Incomplete	\$1,000,00
25	Building 2 Building 2	Booster 3 6 4 holes need to be grouted where the fearts were	Incomplete	\$250,00
29	Busang 2	Frombe room vent is not desing properly.	incompleta	\$1,000.00
30	Building 2	Gering as-builts of west and boosters from Jason Fad from Walanta Florida	Incomplete	\$1,000.00
31	Building 3	Country needs to be spoiled strought the finance for the section of the	incomplete	\$1,000,00
32	Building 3		Incomplets	31,000.00
33	Building 3		Incomplete	\$1,000.00
34	Building 3		Incomplete	\$1,000.00
35	Building 3		Incomplete	\$1,000.00
36	Building 3	Interest good ed by explosion backs in front of station 1	Incomplete	\$1,000.00
37	Building 3	Mission AC una not operable	· Incomplete	\$2,280.66
38		Remove fire hazanta on electrical acute and	incomplete	\$1,000.00
29 .	Building 3 Building 3	Children's scrubber bottom tetch on panel is broken and marion festering of boosts.	Incomplete	1500.00
		The court	Incomplete	\$1,500.00
46 .	Building 3	Existing PRV needs to be set back into operation condition (pilots currently untreaded). Same on right elds of 8" PRV Valve.	incomplete	\$2,500.00
		I was an an an and operation concard (plant currently trade-and-de Comments of		
		and an interest and a state of the side of a but a but a state of the side of a but a but a state of the side of the of	Incomplete	'\$1 000 p
			Incomplete	\$1,000.
41		asphault. The 3 valve stacks were to to be rever	Incomplete	'\$1,00Q
42		asphault. The 3 valve stacks were duted by tasted.  PRV Yauti valer is medically resets.		
42 43 ····	Exterior Exterior Exterior Building 2 - Cl Room	asphaul. The 3 valve stacks we writed to be favored to be stoped to drive up the grade to be invalidated.  PREV Valutionate is positive to center, Greet needs to be stoped to drain.	Incomplete	\$1,000,00
42 43 ···· 44 45 ···	Exterior Exterior Exterior Building 2 - Cl Room Building 2 - Cl Room	aspault. The 3 valve stacks are feeled about the stack of	incomplete hoomplete	\$1,000,00
42 43 ···· 44 45 ···	Exterior Exterior Exterior Building 2 - Cl Room Building 2 - Cl Room	aspeaul. The 3 valve staces were feet to be fared.  PRV values for in pooling in center, cloud meets to be sized in drake.  PRV values for in pooling in center, cloud meets to be sized in drake.  There is one should of what in the supplict Values should be cleaned up to notife to be opened.  Children scales per blord updated so left hand side in persion no. 1 and right hand side is persion no. 2.  V strakes has a local kit is portively water.	incomplete incomplete incomplete	\$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45	Exterior Extarlor Buildry 2 - Cl Room Buildry 2 - Cl Room Buildry 2 - Cl Room	Statistics. The 3 valve statistics were feel to be fairly a close to bring up to grade to be tyrid in 8 of 20 valves to 1 points of the 10 bit	incomplete hoomplete hoomplete hoomplete	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45	Exterior Exterior Exterior Building 2 - Cl Room Building 2 - Cl Room	aspeault. The 3 valve stacces were feet to be force.  PRV Vaultwater is positive in center, cloud needs to be sized in drake.  There is one in value of or what his supply to screen, cloud needs to be sized in drake.  There is one in value of or what his beauthy 12 that needs to be drawned up to need to be opened.  Chickins scades per libric updated so left hand side is persion no. 1 and right hand side is persion no. 2.  V straters has a leakt is spraying water.  Cl closing fulleys need to be metched out.  Undersome control of the control of the strategy of the control of the control of the strategy of the control	incomplete incomplete incomplete incomplete incomplete incomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00
42 43 44 45	Exterior Extarlor Buildry 2 - Cl Room Buildry 2 - Cl Room Buildry 2 - Cl Room	asphaset. The 3 valve stacces were found to be forced to be simple to grade to be tyric lab and side of the force of the f	incomplete hoomplete hoomplete hoomplete	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45 46 47	Exterior Exterior Daterry 2 - CI Room Buddry 2 - CI Room	aspecial. The 3 valve stacks were feet to be forced as dealershaded by property on grade to be tyroline and the second of the se	incomplete incomplete incomplete incomplete incomplete incomplete	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45 46 47	Exterior Extarlor Buildry 2 - Cl Room Buildry 2 - Cl Room Buildry 2 - Cl Room	as present. The 3 valve stacces were for the Parket of the	Incomplete Incomplete Incomplete Incomplete Incomplete Incomplete Incomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00
42 43 44 45 46 47	Exterior Exterior Exterior Duting 2 - Cl Roam Duting 2 - Cl Roam Building 2 - Cl Roam Building 2 - Cl Roam Building 2 - Cl Roam Well La	asymbot. The 3 valve stacks were feet to be target.  PREV Custivater is pooling in center, Groot needs to be singled in drain.  There is one should not show his majority to the beautiful properties.  There is one should not show his majority that needs his be singled in drain.  There is not not off shows his majority that needs his be decaded gift gift order to be opened.  Chapter's stadie portions optified so left hand side is persion no. 1 and right fland side is pession no. 2.  Chapter's stadie portions optified so left hand side is persion no. 1 and right fland side is pession no. 2.  Chapter's stadie to provide state in provide out.  Where for written download by a not completed customer has all parts and waiting for completion of job to install pur customer inclusion.  West End Well Field  West and pland precarring iss Well No. 1-4. No surface prop completed and paids has to be redone.	incomplete	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,750,00 \$1,000,00
42 43 44 45 46 47	Exterior Exterior Exterior Bushory 2 - Cificosm	as present. The 3 valve stacces were for the Parket of the	Incomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00 \$1,000.00 \$1,000.00
42 43 ···· 44 45 ··· 46 47 47	Exterior Exterior Exterior Bushory 2 - Cificosm	asymbot. The 3 valve stacks were feet to be target.  PREV Custivater is pooling in center, Groot needs to be singled in drain.  There is one should not show his majority to the beautiful properties.  There is one should not show his majority that needs his be singled in drain.  There is not not off shows his majority that needs his be decaded gift gift order to be opened.  Chapter's stadie portions optified so left hand side is persion no. 1 and right fland side is pession no. 2.  Chapter's stadie portions optified so left hand side is persion no. 1 and right fland side is pession no. 2.  Chapter's stadie to provide state in provide out.  Where for written download by a not completed customer has all parts and waiting for completion of job to install pur customer inclusion.  West End Well Field  West and pland precarring iss Well No. 1-4. No surface prop completed and paids has to be redone.	incomplete	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,750,00 \$1,000,00
42 43 44 45 55 16 17	Exervise Exe	as phaset. The 3 valve stacces were for to be target.  PRV Vall water is pooling in center, cloud needs to be stoped in drake.  PRV Vall water is pooling in center, cloud needs to be stoped in drake.  There is one in vide of survive in the supply to the result to be decaned up to need to be opened.  Children's scales peribling updated so left hand side is position no. 1 and right fixed side is position no. 2.  Valvater has a leak it is perprise yealer.  CI deside fixed sand booster staden 83 is not completed customer has all pads and waiting for completion of job to install per customer request.  West End Well Field  West and plang recarding list Well No. 1.4. No sended not completed and puid has to be redone.  Well No. 3 - Surrace Restoration  Cut off estimates not water mater cabbre at all wells.	Incomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00 \$1,000.00 \$1,000.00
42 43 44 45 45 47 47	Extrior Extrior Extrior Dusting 2 - Ci Room Dusting 2 - Ci Room Buting 2 - Ci Room Well 1-4 Well Na. 2 Well 1-4 Trestment busing	asymbot. The 3 valve stacks were feet to be target.  PREV Countwater is positive in center, Groot needs to be stryed in drain.  There is one stryed of one that the center in the stryed in drain.  There is not work of stryed in the asymbian Turn reset in the stryed in drain.  There is not work of stryed in the asymbian Turn reset in the decaded girl order to be opened.  Chickins studies portions upstated on left hand side is persion res. I and right filter tide is pession no. 2  Tarsers has a last it is praying union.  There is not asked bowlet studies of an involve of the persion res. I and right filter tide is pession no. 2  There is not asked bowlet studies of it is not completed customer has all parts and waiting for completion of job to install pur creations in request.  West End Well Field  West and planty recarring its Well No. 1.4. No sentace prop completed and paids has to be reddone.  Cut off entry who on voter mater capter at all wells.  JPO Well Field  AC HYAC Unit need to be resided up and fishbed - Unit on heat and Machine and it.	Incomplete	\$1,000,00 31,000,00 31,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45 45 47 47 48 48 17	Exterior Exterior Exterior Dusting 2 - Ci Room Dusting 2 - Ci Room Bulding 2 - Ci Room Treatment Bulding Treatment Bulding Treatment Bulding Treatment Bulding CL Bulding CL Bulding	as phaset. The 3 valve stackes were for the Tarke of the Service o	hoomplete	\$1,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00 \$11,000,00
42 43 44 45 55 17 7 8 8 9 9 9 9	Exterior Exector Exector Dating 2 - Ci Room Dating 2 - Ci Room Dating 2 - Ci Room Bulleng 2 - Ci Room To start Shalling Well 1-4 Well 1-4 Testament Bulleng Testament Bulleng CL, Bulleng L, Bull	aspeaul. The 3 valve stacks were feet to be tracted as dealershade to the good to grade to be tyrol and be special and part of the tracted and the state of the st	hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide hoomaide	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00
42 43 44 45 45 47 47 47 47 47 47 47 47 47 47 47 47 47	Exterior Exector Exector Dating 2 - Ci Room Dating 2 - Ci Room Dating 2 - Ci Room Bulleng 2 - Ci Room To start Shalling Well 1-4 Well 1-4 Testament Bulleng Testament Bulleng CL, Bulleng L, Bull	as passet. The 3 valve stactors were for the Tarrier state of the Tarrie	hoompleta	\$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00 \$1,000,00
42 43 44 45 45 47 47 47 41 41 41 41 41 41 41 41 41 41 41 41 41	Exterior Exector Duting 2 - Ci Rosen Bulling 3 - Ci Rosen Teather Bulling Treatment Bulling CL Bulling	aspeased. The 3 valve stacks were feet to be tracted as dealershade to the good to grade to be tyrol and be special and part of the tracted and the state of the s	hoompieta	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$5,000.00 \$5,000.00 \$5,000.00
42 43 43 44 45 45 46 47 47 48 49 19 19 19 19 19 19 19 19 19 19 19 19 19	Exterior Exector Exector Dating 2 - Ci Room Dating 2 - Ci Room Dating 2 - Ci Room Bulleng 2 - Ci Room To start Shalling Well 1-4 Well 1-4 Testament Bulleng Testament Bulleng CL, Bulleng L, Bull	Samula. The 3 valve stackes were of the Data valve stacked as characters as the post of the stacked as the post of the Data valve. Per Data valve stackes were of the Data valve.  Per voluntation is posting in center, Groot needs to be street in the stacked put noter to be opened.  This is used of the valve in the supplication of the hard side is persion on. I and right hand side is persion on 2.  If without has a limit it is updated use the hard side is persion on. I and right hand side is persion on 2.  If without has a limit it is updated used to the hard side is persion on 2.  If without has a limit it is updated used to the hard side is persion on 2.  Unless for westend best resident on 1 and completed customer has all packs and waiting for completion of job to install per customer request.  West End Well Field  West and planting recenting fast Well NO. 1.4. No sustace prep completed and paid has to be reddon.  Cut did not not only the substact of the stacked of	hoomplete	\$1,000,00 \$1,000
42 43 43 44 45 5 48 48 47 17 11 2 3 4 4 4 5 5 7 7	Exterior Exector Duting 2 - Ci Rosen Bulling 3 - Ci Rosen Teather Bulling Treatment Bulling CL Bulling	aspeased. The 3 valve stacks were feel to be forced as deal-classed such a property on grade to be tyrol in the supplementation of the policy of the stack of the best of the best of the stack. The country of the stack of the s	becomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$5,000
42 43 43 44 45 5 48 48 47 17 11 2 3 4 4 4 5 5 7 7	Ederate Ediate Duklery 2 - Cl Rosem Duklery 2 - Cl Rosem Bullery 3 - Cl Rosem Bullery 3 - Cl Rosem Bullery 4 - Cl Rosem Teacher 1 - Cl Rosem Bullery 5 - Cl Rosem Bullery 5 - Cl Rosem Teacher 1 - Cl Rosem Teacher 1 - Cl Rosem Teacher 1 - Cl Rosem Jero State Cl Bullery	sephanit. The 3 valve stacks were feet to be traced as developed to the group of the group of the sephanit should be separal should be sh	Incompleta	\$1,000,00 \$1,000
42 43 44 44 45 5 46 47 47 48 49 49 40 41 41 41 41 41 41 41 41 41 41 41 41 41	Exerus  Exerus  Carden  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Well 1-4  Well 1-4  Well 1-4  Well 1-4  Treatment bulding  Ct. Bulding	Statistics. The 3 valve stackow wire of the Dataset.  Spill V Sulfwaler is pooling in center, Good needs to be singed in drain.  The Vicultwaler is pooling in center, Good needs to be singed in drain.  The late on the of shall be supply in center, Good needs to be singed in drain.  The late of the one of shall be supply in center, Good needs to be singed up need to be opposed.  The shall be supply to the shall be supply in the shall be supply in center to be opposed.  If without have purchased up the shall be supply and the shall be supply in completed to shall be supply of completed only in the shall be supply of completed only in the shall be supply of completed only in the shall be shall be supply of completed only in the shall be shall be supply of completed only in the shall be s	becomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00 \$1,500
42 43 44 44 45 5 46 47 47 48 49 49 40 41 41 41 41 41 41 41 41 41 41 41 41 41	Effects Easter Easter Dating 2 - Ciffeen Dating 2 - Ciffeen Building 3 - Ciffeen Well 1-4 Well 1-4 Treatment Building Ciffeen Ci	separant. The 3 valve stacks were feet to be target.  2 valves the pooling in center, Good needs to be stipped to drain.  2 valves the 1 pooling in center, Good needs to be stipped to drain.  1 hirsts is one should off such a the supply 1 center, Good needs to be stipped to drain.  1 hirsts is one should off such a the supply 1 center, Good needs to be stipped to drain.  1 hirsts is one should be should be supply 1 center, Good needs to be stipped to drain.  1 of supply 1 center to be specied.  1 of supply 1 center to be specied to be the sand side is position res. 1 and right should side in position res. 2  1 of supply 1 center to be supply 1 center to be specied on the sand side is position res. 2  1 of supply 1 center to be supply 1 ce	becomplete	\$1,000.00 \$1,000
42 44 44 45 5 16 16 16 16 16 16 16 16 16 16 16 16 16	Exerus  Exerus  Carden  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Dalderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Bulderg 2 - Ciffeen  Well 1-4  Well 1-4  Well 1-4  Well 1-4  Treatment bulding  Ct. Bulding	Stynaud. The 3 valve stacks were felt to be received.  Stynaud. The 3 valve stacks were felt to be received.  The valve stacks were felt to be received as the styne of the draw.  The valve stacks were felt to be received.  The valve stack were valve of stocks to be styne of the draw.  The valve stack were valve of stocks to be styne of the s	becomplete	\$1,000.00 \$1,000.00
42 43 44 44 45 5 46 67 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Effects Easter Easter Dating 2 - Ci Rosen Dating 2 - Ci Rosen Building 2 - Ci Rosen Well 1-4 Well 1-4 Treatment Building Ci Building Building Building Building Building	separant. The 3 valve stacks were feet to be treed to be stored to be tyred in the separant. The 3 valve stacks were feet to be treed to be stored to be species.  PREV voluments is positive to center, Good needs to be stored to day needs to be species.  Chickins stade to problem updated to left hand side is position no. 1 and right hand side is position no. 2.  Views for an aliask it is propried views.  Cil closed before need to be metched out.  Views for we stade bowler staden of 3 is not completed customer has all parts and waking for compression of job to lental per conditions request.  West End Weš Field  West and plaing recentry far Weš No. 1-4. No sentroce prop completed and publishes to be redone.  While No. 3 - Surrisca Recitoration  Cus did side to the own water mater capier at all walls.  JPO Weš Field  AC HYAC Unit need to be heaked up and finished - Unit on heat and blowing cold siz.  Aunction Bot Conven need to be heaked up and finished - Unit on heat and blowing cold siz.  Cut Alarm Stored Capitan - treed in be 200 pid groger.  Surrisca Resistance Capitan - treed in be 200 pid groger.  Hilliop Boaster Station No. 1	becomplete	11,000,00 11,000,00
42 44 44 44 45 5 5 1 1 1 1 1 1 1 1 1 1 1 1	Esterior  Esterior  Esterior  Dadorg 2 - Cl Rosom  Dadorg 2 - Cl Rosom  Dadorg 2 - Cl Rosom  Ballong 2 - Cl Rosom  Bullong 2 - Cl Rosom  Testerior Bullong  CL Bullong  Bullong  Bullong  Bullong  Bullong	aspecial. The 3 valve stacks were felt by larger.  PREV Coultwater is pooling in center, Good needs to be strong to grade to be synthetic by the center of the best of the center of the strong of the center.  PREV Coultwater is pooling in center, Good needs to be strong of strain.  Thirds to see should be	becomplete	\$1,000.00 \$1,000
42 44 44 44 45 5 5 1 1 1 1 1 1 1 1 1 1 1 1	Erreits Enter Enter Dating 2 - Ci Rosen Dating 2 - Ci Rosen Dating 2 - Ci Rosen Building 2 - Ci Rosen Wedl 1-4 Wedl 1-4 Treatment Building Ci Dating Building	separant. The 3 valve stactors were for the first state of the first s	hoompleta	\$1,000.00 \$1,000
42 43 44 44 45 46 47 47 48 49 49 40 40 41 41 41 41 41 41 41 41 41 41 41 41 41	Erreits Enter Enter Dating 2 - Ci Rosen Dating 2 - Ci Rosen Dating 2 - Ci Rosen Building 2 - Ci Rosen Wedl 1-4 Wedl 1-4 Treatment Building Ci Dating Building	Satisfact. The 3 valve stackes were felt by Target.  PRIV V SURVAILE To positive it to De Target.  PRIV V SURVAILE To positive it to De Target.  This is a set when of of what his bas supply it center, Groot needs to be strongly and order to be opened.  This is a set when of what his bas supply it to the center of the supply of order to be opened.  This is a set when of what his supply it is not completed outside in no. 1 and right hand side is pession no. 2.  If without has a pask it is upstacted out that and side is pession no. 1 and right hand side is pession no. 2.  If without has a pask it is upstacted outside on the completed customer has all packs and waiting for completion of job to install per customer request.  West End Well Field  West and planty recenting law Well No. 1.4. No sustace prop completed and paids has to be reddow.  West Men 3 Stranger Reteination.  Cut all exits who on waiter mater capter at all wells.  JOB Well Field  ISC INVAC Unit need in be housied up and finished - Unit on heat and blowing cold all.  2.3. Amount of the complete of the housied up and finished - Unit on heat and blowing cold all.  2.3. Amount of the complete of the complete outside of the complete outside ou	becomplete	\$1,000.00 \$1,000
42 43 44 44 45 46 47 47 48 49 99 99 99 99 99 99 99 99 99 99	Esterior Esterior Dadorg 2 - Ci Roson Balong 2 - Ci Roson Bulong 2 - Ci Roson Bulong 2 - Ci Roson Bulong 2 - Ci Roson Ci Ro	aspecial. The 3 valve stacks were fet to be received to the state of t	hoompleta	\$1,000.00 \$1,000
42 44 44 44 45 5 5 1 1 1 1 1 1 1 1 1 1 1 1	Extense Extense Extense Extense Extense Duidorg 2 - Ciffeon Duidorg 2 - Ciffeon Buildorg 2 - Ciffeon Extense Well 1-4  Well 1-4  Treatment Buildorg Ct. Buildorg	Samulat. The 3 valve stackbow wire of the Drawer.  PROV A UNIT water is possing in center, Good needs to be singed in drain.  The continues of a possing in center, Good needs to be singed in drain.  The continues are substituted to the head side in personnel of the separate of the species.  The continues are substituted to the head side is personnel.  The continues are substituted to the head side is personnel.  If without he are substituted to the head side is personnel.  If without he are substituted to the head side is personnel.  If without he are substituted to the head side is personnel to the substituted to	hoompleta	\$1,000.00 \$1,000
42 43 44 44 45 45 47 47 48 49 99 99 99 99 99 99 99 99 99 99 99 99	Edirect Edirect Edirect Edirect Duklery 2 - C. Floom Duklery 2 - C. Floom Bullery 2 - C. Floom Testing that Floor	aspeased. The 3 valve stackes were fell to be forced as described to the group on grade to be tyrol in the service of the policy of the total poli	becomplete	\$1,000,00 \$1,000,00
42 43 ····	Extreme Extreme Extreme Extreme Daddorg 2 - Cifform Texture Daddorg Texture Daddorg Treatment Building Cit Daddorg	Satisfact. The 3 valve stapOb were for Del Tarker.  SPOUND CONTINUES TO SHAPP IN CONTINUES A CAREFORD TO SHAPP IN CONTINUES AND A CAREFORD TO SHAPP IN CON	becomplete	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,750.00 \$1,750.00 \$1,000
42 43 44 44 45 45 47 47 48 49 99 99 99 99 99 99 99 99 99 99 99 99	Edirect Edirec	aspecial. The 3 valve stacks were fet to be a seried to be special to be special set.  PREV Cultivation in positive in center, Good needs to be stoped to drake.  There is one should off show in the application, and the state of the state of the state.  There is not should off show in the application of the state of the state of the state.  Children stades positively optioned so left hand side is position res. I and right hand side is position no. 2.  Carathers has a last it is praying water.  Life cointy before need to be method out.  Where for we stade bowlete sides in 3 is not completed customer has all parts and waiting for completion of job to install per cessions in request.  West End Well Field  West end plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  West and plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  West end plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  West end plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  West end plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  West end plandy recarring for Well Mo. 1.4. No sentace prop completed and paids has to be redone.  JPO Well Field  AC HYAC Unit need to be healthed.  LOL 2.4 Arms high hives are appeared and comming set of control bac.  Surface Restoration and Site Clean Up.  LOL 2.7 Pressure Gauges an Area to 300 poly groups.  Sorren making on (pondon) her above C.2 analyter.  Hillipp Boarter Station No. 1  Hillipp Boarter Station No. 2  AC Unit and therefore the state of th	becomplete	\$1,000.00 \$1,000
42 43 44 44 45 45 47 47 48 49 99 99 99 99 99 99 99 99 99 99 99 99	Extreme Extreme Extreme Extreme Extreme Daddorg 2 - Ciffeom Oaddorg 2 - Ciffeom Oaddorg 2 - Ciffeom Buildray 2 - Ciffeom Buildray 2 - Ciffeom Oaddorg 2 - Ciffeom Oaddorg 2 - Ciffeom The Ciffeom Oaddorg 2 - Ciffeom Oaddorg 2 - Ciffeom Oaddorg 2 - Ciffeom Oaddorg 2 - Ciffeom Oaddorg Ciffeom Oaddorg Ciffeom Oaddorg	Satisfact. The 3 valve stappes were feet to the start of	becomplete	\$1,000.00 \$1,000
42 43 44 44 45 45 47 47 48 49 99 99 99 99 99 99 99 99 99 99 99 99	Effertie Editor Editor Editor Duklorg 2 - Ci Rosen Duklorg 2 - Ci Rosen Buldorg 2 - Ci Rosen Ci Rosen Treatment Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg	saphaset. The 3 valve stacks were fet to the treet.  Appl Voutivater is pooling in center, Good needs to be stipped to drake.  PRIV Voutivater is pooling in center, Good needs to be stipped to drake.  There is one should of show in the supply that reset to be stipped to drake.  Chickins scales positions upstated to left hand side is position res. I and right hand side is position res. 2.  Chickins scales positions upstated to left hand side is position res. 1 and right hand side is position res. 2.  Chickins scales positions upstated to left hand side is position res. 1 and right hand side is position res. 2.  Chickins scales positions stated to the hand side is position res. 1 and right hand side is position res. 2.  Chickins scales problem seed to be method out.  West End Weit Field  West End Weit Field  West and pland receiving for Weit No. 1-4. No surface prop completed and paids has to be redone.  When No. 3 - Surface Revietnation  Cut off soles when on writer mater capter at all weits.  JPO Weit Field  AC HVAC Unit need is be heaked on part finished Unit on heat and blooking cold als.  Junction Best Convert need to be Installed.  CLU Alarmi light when we are stoped and conving and or control bac.  Surface Restoration and Site Clean Up.  CLY Pressure Guiges - need to be 300 only surper.  Solemen panel laster in making in this Chickins remain.  Removal of Cumpater  Hillipp Booster Station Hillipp Booster Station Hillipp Booster Station and a nesterior of statutes.  AC Unit is not level in this building - crosted  Milliam Reads to be Ried on Cast with.  Millipp Booster Station Hol. 2  AC Unit is not level in this building - crosted  Milliam Reads to be Ried on Cast with.  AC Book Now 1 to sking at top of those just beneath hand wheel and Hand wheel bot is Reas.  ALL LCC cobbies cover needs in be releasated.  LLL LCC cobbies cover needs in be releasated.	becomplete	\$1,000.00 \$1,000
42 44 44 44 45 5 5 1 1 1 1 1 1 1 1 1 1 1 1	Exercise  Exercise  Exactive  Dations 2 Ciffeene  Well L4  Well L4  Well L4  Well L4  Well L4  Treatment Building  Treatment Building  CL Building  Dations	Septiment. The 3 valve stapes were feet to be supported to the synthetic property of the synthet	becomplete	\$1,000.00 \$1,000
42 44 44 44 45 5 5 1 1 1 1 1 1 1 1 1 1 1 1	Effertie Editor Editor Editor Duklery 2 - Cl Rosen Duklery 2 - Cl Rosen Bullery 2 - Cl Rosen Cl Bullery Cl Bullery Cl Bullery Cl Bullery Cl Bullery Cl Bullery	aspeased. The 3 valve stackes were fell to be served and excellent and the served and se	becomplete	\$1,000.00 \$1,000.00
42 44 44 45 55 5 5 6 6 6 6 6 6 6 6 6 6 6 6	Effertie Editor Editor Editor Duklorg 2 - Ci Rosen Duklorg 2 - Ci Rosen Buldorg 2 - Ci Rosen Ci Rosen Treatment Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg	aspeased. The 3 valve stackes were fell to be served and excellent and the served and se	becomplete	\$1,000.00 \$1,000
42 44 44 45 55 5 5 6 6 6 6 6 6 6 6 6 6 6 6	Effertie Editor Editor Editor Duklorg 2 - Ci Rosen Duklorg 2 - Ci Rosen Buldorg 2 - Ci Rosen Ci Rosen Treatment Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg Ci Buldorg	Septiment. The 3 valve stapes were feet to be supported to the synthetic property of the synthet	becomplete	\$1,000.00 \$1,000.00

		November 22, 2014 .		
EMP	LOCATION	. ISSUE	STATUS A	SSIGNED VALUE (1)
		South Elevated Tank		
73	Control Panel	Surface Restoration and Clean up - Around panel	Incomplete	\$1,000.00
*		SR 62 Elevated Tank		
74	Control Panel	Surface Rectoration and Clean up - Around panel	Incomplete	\$1,000,00
		East End WTP		
75	Building + Interior	Surface Restoration and Clean up	Incomplete	\$1,000.00
	Secretary of the secret	Project Closeout Rema	The state of the s	71,000.00
76		Submit Americkan Iron and Steel Documentation	1 2 1	
77		Final waker of Uen	Completed	Full Retainage
78		OBM Manuals (VFDs, Control Panels, Chemical Pumos, etc.)	Incomplete	Full Retainage S
79		Provide a Full Complete Set of Record Drawings (DS-00) (Next be legible).	Incomplete	Full Retainage
			SUB TOTAL	Full Retainage
			TOTAL (x 200%)	\$229,601,93
		Nech Cla & softstarts)  M. Nech Toriz  and Mine		,
		and Alle		.*
		I (A) JAC		4 4 6

Flourida

Completed 3/11/25

Rm Poterin

Pruc Domina Contracting

#### WAIVER OF LIEN

7	WAIVEROLDER	
FIN	AL _	PARTIAL
STATE OF COUNTY OF	Indiana, ss:	
Role 0	being duly sworn states that he is the Musidine (Title)	of
(00)	pany) (Contractor)	
certain materials	and or labor as follows: City Water Suggery Dieutoment Facilities	for a project known as
Water Willey	Improvemento RWA located at Madison, In	and owned by
	nu dison and does further state:	
PARTIAL WA	that the 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 Pa of Lien which is given to and for said amount, effective upon receipt of such	payment;
FINAL WAIVE		thousand nine
hundred to	centy Mellers + forty mine Cento Dollars \$ 45, 92	0.49
	receipt of which is hereby acknowledged; or	
	the payment of which has been promised as the sole consideration for this Fir of Lien which shall become effective upon receipt of such payment.	nal Waiver
above described undersigned the material furnishe and the Contract	the undersigned waives and releases unto the Owner of said premises any and all lien or property and improvements thereon on account of any and all labor, equipment, or matter, and further certifies that no other party has any claim or right to a lien on account of the undersigned for said project, and within the scope of this waiver, and agrees to the tor harmless from and against any and all claims or liens for any labor, equipment, or mor incorporated on the premises by, through, or to the Company prior to date thereof.	of any work performed or defend and hold the Owner
Que o'n	nu Contactor orc	-4
AUTHORIZ	PANY NAME  MCUA  ED REPRESENTATIVE  TITLE  TITLE	LINE LA CALLER
ROB 0.	MALA Printed	Comm. No. NPOS71343  Jannings County  My Commission  Expires: 08-21-001
WITNESS MY	HAND AND NOTARIAL SEAL, this 14 day of much	1025 THE UBLIC AT
My Commission	Notary Publi	Mahamanin Mahama
My County of R		LLAHAM
	A AMAIN -	

## **CONSENT OF SURETY** TO FINAL PAYMENT

CONTRACTOR AlA Document G707 SURETY K OTHER Bond No. 30176470

TO OWNER: (Name and address) ARCHITECT'S PROJECT NO .:

City of Madison

CONTRACT FOR: City of Madison Water Utility Improvements Division "A" - Supply and Treatments Improvements

OWNER

ARCHITECT

101 West Main Street Madison, IN 47250

CONTRACT DATED: January 17, 2023

PROJECT: (Name and address)

City of Madison Water Utility Improvements Division "A" -Supply and Treatments Improvements

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

Continental Casualty Company 151 N. Franklin Street Chicago, IL 60606

, SURETY,

on bond of

(Insert name and address of Contractor)

Dave O'Mara Contractor, Inc. 1100 East O & M Ave, P. O. Box 1139 North Vernon, IN 47265

, CONTRACTOR,

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

City of Madison 101 West Main Street Madison, IN 47250

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 18, 2025 (Insert in writing the month followed by the numeric date and year.)

CORPORATE

SEA

1897

Continental Casualty Company

(Starety)

(Signature of authorized representative)

Sarah J. Smith-Hollers

Kathryn R. Postma

(Printed name and title)

Attorney-in-Fact

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Carmel, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30176470

Principal: Dave O'Mara Contractor, Inc.
Obligee: City of Madison

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.

COAPORATE SEAL





Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

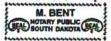
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of March 2025.







Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

#### **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

			S	RF D	isbu	rsem	ent R	eque	st For	m				
Participant Inf	formation													
Name: City	y of Madiso	on Municipal W	ater Wor	ks			SRF Lo	an Numb	er:	1	DW2209390	3		
DUNS #:	08-620-	-0326	Cag	e Code	:	5HXEO	Reque	st Numb	er:	ţ	SRFINT			Wew construction of the co
Mailing Address:	101 We	est Main Street												
City: Madiso	on		Stat	e:	IN		ZIP Co	de:			47250	Average description		
Contact Person:		Shirley Ryn	earson, Cl	erk Tre	asurer	Contac	t Phone	Number	: 812-	-265-831	6			
Authorized Representative:		Bob Courtn	ey, Mayor			Author Number		resentat	ive Phone		812-265	-8300		
If requesting reim	bursement	to the Particip	ant by wir	e trans	fer, plea	se provid	de the fo	llowing i	nformation	n:				
Bank Name:	German	American				Bank Ro	uting		083904	563			######################################	
Account Name:	City of N	Madison Water	& Sewer			Account	t Numbe	r:	150667	6				
Loan Informatio	n													
Description of wor				Projec	t W1912	0 – Wate	r Utility S	Supply ar	nd Water T	Treatmen	t Plant Impr	ovemer	nts	
Is any part of this	claim funde	ed by an altern	ate fundir	g sour	ce?								☐ YES	⊠ NO
If yes, please ident	tify the sou	rce and amour	t of the c	laim fu	nded by	the alter	nate sou	rce (OCR	A, SAP, Lo	cal			\$	
Is any part of this	claim funde	ed by the India	na Browni	fields P	rogram?								YES	⊠ NO
Has the Participan	t paid the r	request and is r	ow seeki	ng rein	nbursem	ent?							☐ YES	⊠ NO
Is any part of this	claim a resu	ult of a change	order? If	yes, ple	ease atta	ch the SF	RF change	e order a	pproval le	tter.			✓ YES	□ NO
Are there Green P	roject Rese	rve componen	ts involve	d in thi	s reques	t? If yes	, please	describe	:				☐ YES	⊠ NO
Are there any Lead	d Line repla	cement compo	nents in t	this rec	quest?								☐ YES	⊠ NO
Loan Financial II	nformatio	n												
Original Loan Amo	ount:	8 0										\$	466,255	****
Total Amount of F	Previous Di	sbursements:										\$	238008	
Balance Available Disbursement:	After this											\$	143270	
Amount to Cont	ractor for	this Request	:				- HOW-2,347		1-362-150 mil 32.11			\$	84978	
Is any part of this	request a p	artial or final r	elease of	retaina	ge to the	e contrac	tor?						☐ YES	⊠ NO
Contractor Name:	MW	COLE CONSTRU	JCTION, L	LC		DUNS	i #:	0	7876084	19				
Mailing address:	2989	BONIFAY PATI	1		31//						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
City: THE VII	LLAGES		Stat	e:	FL		ZIP Co	de:			32163	91		
Wiring Information	n:													
Bank Name:	REGIONS	BANK				Bank	Routing	Number:	07112	2661				
Account Name:	MW CO	LE CONSTRUCT	ION LLC			Accou	ınt Numl	oer:	009	6724471				
Retainage Amou	int for thi	s Request:										\$	4473	
Participant reques	ts that the	retainage amo	unt be he	ld by S	RF:		200.12.000.000.000.000							$\boxtimes$
Participant reques	ts that the	retainage amo	unt be se	nt to th	ne Partici	pant via	check to	the mail	ing addres	s listed a	bove:			
Participant reques	ts that the	retainage amo	unt be se	nt to th	e follow	ing bank:	:							
Bank Name:						Bank	Routing	Number:						
Account Name:						Accou	ınt Numl	oer:						
Total Amount of												\$	84978	
The undersigned h conditions of the p Davis Bacon Act/ L	roject agre	ement(s), that t	he certifie	ed payr	olls recei	ved in co	nnection	with any	enclosed of	construct	ion invoices			
Authorized Repres			Rd	06	Co					Date:	STATE OF THE STATE	/07/2	2025	
For Internal Use C	nly:								)					
Approved By:			Date:			GPR A	mount:	\$		Lea	d Amount:	\$		

FICDC		Contractor's A	ppucation for	Payment No.	13
ENGINEERS JOINT CONTRACT		Application 3/14/25 Period:		Application Date: 3/14/25	
To City Of Madison, I	N	From (Contractor):  MW Cole Constru	uction	Via (Engineer): Commonwealth Engin	cers
Project: Water Utility Impre	ovements	Contract: 1			
Owner's Contract No.: Div B- Supply & Trea	atment Improvements	Contractor's Project No.:		Engineer's Project No.: W19120-B	
	Application For Payment Change Order Summary				
Approved Change Orders			L ORIGINAL CONTI	RACT PRICE	\$ \$1,607,500.00
Number	Additions	Deductions	1	ge Orders	
Change Order No. 2	\$322,404.80			rice (Line 1 ± 2)	
			The same of the sa	TED AND STORED TO DATE	31,727,704.80
				Progress Estimates)	E 61 005 202 20
			5. RETAINAGE:	Togress Estimates)	\$ \$1,905,382.30
			passage	W	
			The second second	X \$ 1,905,382.30 Work Completed	
			The state of the s	X S0.00 Stored Material	
				Retainage (Line 5.a + Line 5.b)	
TOTALE	\$322,404.80	\$0.00	the statement of the st	LE TO DATE (Line 4 - Line 5.c)	
TOTALS	3522,404.00	\$0.00		PAYMENTS (Line 6 from prior Application)	
NET CHANGE BY	\$322,	404.80	The transfer of the second sec	IIS APPLICATION	\$\$84,977.50
CHANGE ORDERS				ISH, PLUS RETAINAGE	
			(Column G total on F	Progress Estimates + Line 5.c above)	\$ \$119,791.62
Contractor's Certification				84,978	1.00
		he following: (1) All previous progress	Payment of: 5	\$84,072.50	
payments received from Owner or		Contract have been applied on connection with the Work covered by		(Line 8 or other - attach explanation	of the other amount)
		equipment incorporated in said Work,		2/1/1/	, ,
or otherwise listed in or covered b	by this Application for Payment, w	vill pass to Owner at time of payment	is recommended by: /	Felle Carry	3/24/25
		cept such as are covered by a bond	1	(Engileer)	(Date)
		ecurity interest, or encumbrances); and- ordance with the Contract Documents		Cinggetal	(Date)
		ontractor's Application for Payment are	Payment of: S	84.978.00	
		n full accordance with the requirements	rayment ot.	(Line Secretary and a local and a size	-CA
		itutions, alterations, and/or additions;		(Line 8 or other - attach explanation	of the other amount)
		ount up to and including the last day of lance Due This Payment" has been	is approved by:	BC Mad. K	3/26/25
received, and (8) the undersigned			is approved by.	- Dur Grida	0190100
	all labor provisions of said Contr			(Owner)	(Date)
	all labor provisions of said Contri st dispute exists with respect to sa		4		
	ibe briefly nature of dispute on an		Approved by:		
C				Funding or Financing Entity (if applicable)	(Date)
Contractor Signature					
By: Muchael Cole		Date: 3/24/25			

For (Contract):	1			Application Number:	13			
Application Period:	12/28/24 - 3/14/25			Application Date:	3/14/25			
			Work C	Completed	E	F		G
	A	В	С	D	Materials Presently	Total Completed	%	Balance to Finish
	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Stored (not in C or D)	and Stored to Date (C + D + E)	(F / B)	(B - F)
1	Bonds	\$ 41,450.00	\$39,377.50			\$39,377.50	95.0%	\$ 2,072.50
2	Insurance	\$ 49,000.00	\$46,550.00			\$46,550.00	95.0%	\$ 2,450.00
3	Mobilization	\$ 60,000.00	\$57,000.00			\$57,000.00	95.0%	\$ 3,000.00
4	Engineering & Submittals	\$ 20,000.00 \$ 7,500.00	\$20,000.00	\$7,500.00		\$20,000.00 \$7,500.00	100.0% 100.0%	\$ - \$ -
6	M1 - Roof Vent M1 - Interior Access Ladder (2)	\$ 17,000.00		37,300.00		\$0.00	100.076	\$ 17,000.00
7	M2 - Electrical Grounding	\$ 350.00		\$350.00		\$350.00	100.0%	\$ -
8	M2 - Overflow Pipe Mounting Braces	\$ 800.00	\$800.00			\$800.00	100.0%	\$ -
9	M2 - Roof Hatch	\$ 2,000.00	\$2,000.00			\$2,000.00	100.0%	\$ -
10	M2 - Hatch Locks (2)	\$ 100.00	22 222 22	\$100.00		\$100.00	100.0%	<u>s</u> -
11	M2 - Interior Access Ladders M2 - Drain Valve	\$ 2,000.00 \$ 3,400.00	\$2,000.00 \$3,400.00		-	\$2,000.00 \$3,400.00	100.0%	\$ - \$ -
13	M2 - Interior Access Ladder (New)	\$ 7,000.00	\$7,000.00			\$7,000.00	100.0%	\$ -
14	M2 - Cathodic Protection System	\$ 30,000.00	\$3,000.00	\$27,000.00		\$30,000.00	100.0%	\$ -
15	M2 - Interior Surface Prep.	\$ 125,000.00	\$112,500.00	\$12,500.00		\$125,000.00	100.0%	\$ -
16	M2 - Interior Intermediate	\$ 20,000.00		\$20,000.00		\$20,000.00	100.0%	\$ -
17	M2 - Interior Finish Coat	\$ 20,000.00 \$ 20,000.00	620 000 00	\$20,000.00		\$20,000.00 \$20,000.00	100.0%	\$ - \$ -
18	M2 - Exterior Surface Prep.  M2 - Exterior Intermediate	\$ 20,000.00 \$ 15,000.00	\$20,000.00 \$15,000.00			\$15,000.00	100.0%	\$ - \$ -
20	M2 - Exterior Finish Coat	\$ 15,000.00	\$15,000.00			\$15,000.00	100.0%	\$ -
21	M2 - Roof Repairs	\$ 322,404.80	\$322,404.80			\$322,404.80	100.0%	\$ -
22	M3 - Electrical Grounding	\$ 350.00	\$350.00			\$350.00	100.0%	\$ -
23	M3 - Shell Manway & Davit Arms	\$ 5,500.00	\$5,500.00			\$5,500.00	100.0%	\$ -
24	M3 - Replace Existing Manway w/ Davit Arm	\$ 800.00	00.008			\$800.00	100.0%	\$ -
25 26	M3 - Cathodic Protection System M3 - Interior Surface Prep	\$ 30,000.00 \$ 125,000.00	\$30,000.00 \$125,000.00			\$30,000.00 \$125,000.00	100.0%	\$ - \$ -
27	M3 - Interior Surface Frep M3 - Interior Intermediate	\$ 20,000.00	\$20,000.00			\$20,000.00	100.0%	\$ -
28	M3 - Interior Finish Coat	\$ 20,000.00	\$20,000.00			\$20,000.00	100.0%	\$ -
29	M3 - Exterior Surface Prep	\$ 20,000.00	\$20,000.00			\$20,000.00	100.0%	\$ -
30	M3 - Exterior Intermediate	\$ 15,000.00	\$15,000.00			\$15,000.00	100.0%	\$ -
31 32	M3 - Exterior Finish Coat	\$ 15,000.00 \$ 5,000.00	\$15,000.00 \$5,000.00			\$15,000.00 \$5,000.00	100.0%	\$ - \$ -
33	M4 - Tank Foundation M4 - Electrical Grounding	\$ 350.00	\$350.00			\$350.00	100.0%	\$ -
34	M4 - Anchor Bolts (20)	\$ 5,000.00	\$5,000.00			\$5,000.00	100.0%	\$ -
35	M4 - Drain Valve	\$ 3,400.00	\$3,400.00			\$3,400.00	100.0%	\$ -
36	M4 - Tank Struts	\$ 19,200.00	\$19,200.00			\$19,200.00	100.0%	\$ -
37	M4 - Weep Holes	\$ 100.00	\$100.00			\$100.00	100.0%	\$ -
38 39	M4 - Shell Manways (2)/Davit Slides (2) M4 - Interior Access Ladders	\$ 9,600.00 \$ 39,200.00	\$9,600.00 \$39,200.00	<del> </del>		\$9,600.00 \$39,200.00	100.0%	\$ - \$ -
40	M4 - Logos (2 - text/graphic)	s 21,000.00	\$21,000.00			\$21,000.00	100.0%	\$ -
41	M4 - Roof Hatch	\$ 6,500.00	\$6,500.00			\$6,500.00	100.0%	\$ -
42	M4 - Safety Grill	\$ 4,900.00	\$4,900.00			\$4,900.00	100.0%	\$ -
43	M4 - Cathodic Protection System	\$ 30,000.00	\$30,000.00			\$30,000.00	100.0%	\$ -
44	M4 - Interior Surface Prep M4 - Interior Intermediate	\$ 78,000.00 \$ 20,000.00	\$78,000.00 \$20,000.00			\$78,000.00 \$20,000.00	100.0% 100.0%	\$ - \$ -
46	M4 - Interior Finish Coat	\$ 20,000.00	\$20,000.00			\$20,000.00	100.0%	\$ -
47	M4 - Exterior Surface Prep	\$ 20,000.00	\$20,000.00			\$20,000.00	100.0%	\$ -
48	M4 - Exterior Intermediate	\$ 25,000.00	\$25,000.00			\$25,000.00	100.0%	\$ -
49	M4 - Exterior Finish Coat	\$ 25,000.00	\$25,000.00			\$25,000.00	100.0%	-
50 51	M5 - Tank Foundation M5 - Electrical Grounding	\$ 5,000.00 \$ 350.00	\$5,000.00 \$350.00			\$5,000.00 \$350.00	100.0% 100.0%	\$ - \$ -
52	M5 - Anchor bolts (20)	\$ 5,000.00	\$5,000.00	MINESCONO CONTRACTOR C		\$5,000.00	100.0%	\$ -
53	M5 - Drain Valve	\$ 3,400.00	\$3,400.00			\$3,400.00	100.0%	\$ -
54	M5 - Windage Rods	\$ 10,000.00	\$10,000.00			\$10,000.00	100.0%	\$ -
55	M5 - Swing Gate (2)	\$ 1,300.00	\$1,300.00	-		\$1,300.00	100.0%	<u>s</u> -
56 57	M5 - Shell Manway (2)/ Davit Slides (2) M5 - Interior Access Ladders	\$ 4,800.00 \$ 13,600.00	\$4,800.00 \$13,600.00	<del> </del>		\$4,800.00 \$13,600.00	100.0%	\$ - \$ -
58	M5 - Roof Hatch	\$ 2,500.00	\$2,500.00			\$2,500.00	100.0%	\$ -

	Totals	S	1,929,904.80	1,815,932.30	\$ 89,450.00	-	\$ 1,905,382.30	98.7%	\$	24,522.
							\$0.00		\$	-
91	Closing Submittals	S	1,000.00		\$1,000.00		\$1,000.00	100.0%	\$	-
90	Finish Reports	S	1,000.00		\$1,000.00		\$1,000.00	100.0%	\$	-
89	M6 - Exterior Finish Coat	S	15,000.00	\$15,000.00			\$15,000.00	100.0%	\$	-
88	M6 - Exterior Intermediate	S	15,000.00	\$15,000.00			\$15,000.00	100.0%	\$	
87	M6 - Exterior Surface Prep	S	11,000.00	\$11,000.00			\$11,000.00	100.0%	S	19
86	M6 - Interior Finish Coat	S	12,000.00	\$12,000.00			\$12,000.00	100.0%	\$	
85	M6 - Interior Intermediate	S	12,000.00	\$12,000.00			\$12,000.00	100.0%	\$	
84	M6 - Interior Surace Prep	S	60,000.00	\$60,000.00			\$60,000.00	100.0%	\$	
83	M6 - Cathodic Protection System	S	30,000.00	\$30,000.00			\$30,000.00	100.0%	S	
82	M6 - Tank Foundation	S	5,000.00	\$5,000.00			\$5,000.00	100.0%	\$	
81	M6 - Drain Valve	\$	3,400.00	\$3,400.00			\$3,400.00	100.0%	\$	Name of the last o
80	M6 - Anchor Bolts (12)	S	5,000.00	\$5,000.00			\$5,000.00	100.0%	\$	
79	M6 - Ladder Guard	S	2,000.00	\$2,000.00	Water in the second of the sec		\$2,000.00	100.0%	S	CONTRACTOR ACCORD
78	M6 - Swing Gate	S	1,000.00	\$1,000,00			\$1,000.00	100.0%	\$	
77	M6 - Weep Holes	S	100.00	\$100.00			\$100.00	100.0%	S	
76	M6 - Electrical Grounding	S	350.00	\$350.00			\$350.00	100.0%	\$	
75	M6 - Hatch Locks (2)	S	100.00	\$100.00			\$100.00	100.0%	15	
74	M6 - Shell Manways (2)/ Davit Slides (2)	S	8,800.00	\$8,800.00			\$8,800.00	100.0%	\$	
73	M6 - Interior Access Ladder (2)	S	11.800.00	\$11,800.00			\$11,800.00	100.0%	S	
72	M6 - Roof Vent	S	2,500.00	\$2,500.00			\$2,500.00	100.0%	\$	
71	M6 - Safety Grill	S	1,500,00	\$1,500.00			\$1,500.00	100.0%	S	
70	M6 - Roof Hatch	15	2,000.00	\$2,000.00			\$2,000,00	100.0%	S	-
69	M5 - Exterior Finish Coat	5	35,000.00	\$35,000.00			\$35,000.00	100.0%	\$	
68	M5 - Exterior Intermediate	S	35,000.00	\$35,000.00			\$35,000,00	100.0%	S	
67	M5 - Exterior Surface Prep	S	65,000,00	\$65,000.00			\$65,000.00	100.0%	\$	Desired the
66	M5 - Interior Finish Coat	S	22,500.00	\$22,500.00			\$22,500.00	100.0%	\$	
65	M5 - Interior Intermediate	S	22,500.00	\$22,500.00			\$22,500.00	100.0%	15	
64	M5 - Interior Surface Prep	S	90,000.00	\$90,000.00			\$90,000.00	100.0%	\$	
63	M5 - Cathodic Protection System	S	30,000,00	\$30,000.00			\$30,000,00	100.0%	18	
62	M5 - Roof Lap Seams	S	1,900,00	\$1,900,00			\$1,900,00	100.0%	\$	
61	M5 - Hatch Locks (2)	S	100.00	\$100.00			\$100.00	100.0%	\$	
59 60	M5 - Safety Grill M5 - Handrail System	S S	1,500.00	\$1,500.00 \$18,000.00	~~~		\$1,500.00 \$18,000.00	100.0%	\$	

For (Contract):						Application Number 13					
Application Period	l: 45730			NAME OF THE OWNER, OWNE				Application Date:	3/14/25		Canada Ca
	A			3400	В	С	D	Е	F		G
Item			Contract Information			Entimeted Overtice	Value of Work	Materials Presently	Total Completed %	Balance to Finish	
	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Installed to Date	Stored (not in C)	and Stored to Date (D + E)	(F / B)	(B - F)
	Totals				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.0

For (Contract):					Application Number: 13						
pplica	tion Period:		45730					Application Date:	3/14/25		
A B		В	C D E			Е	6.14.14	F		G	
D: 1		Submittal No.			Stored Previously			Subtotal Amount	Incorporated in Work		Materials
Bid Item No.	Supplier Invoice No.	(with Specification	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (\$)	Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount (\$)	Remaining in Storage (\$)
	DI 002/002	Section No.)	7.1.1.	1	5/2023	65 000 00		05,000,00	(/2022	0.000	(D+E-F)
44	IN-0026083	11.2.03	Jobsite	Interior Coatings - Indurazinc MC 67	5/2023	\$5,000.00		\$5,000.00	6/2023	\$5,000.00	\$0.00
45	IN-0026083	11.2.03	Jobsite	Interior coatings - PE70 Epoxy	5/2023	\$5,000.00 \$1,500.00		\$5,000.00	6/2023	\$5,000.00	\$0.00
71	21399	10.2.04	Jobsite	Frost Proof Vent				\$1,500.00	6/2023	\$1,500.00	\$0.00
38	21399	10.2.04	Jobsite	20' Section Ladder - Angle	5/2023	\$9,000.00		\$9,000.00	6/2023	\$9,000.00	\$0.00
38	21399	10.2.04	Jobsite	20' Section Ladder - Standard	5/2023	\$8,250.00		\$8,250.00	6/2023	\$8,250.00	\$0.00
38	21399	10.2.04	Jobsite	20' 4" x 3/8 Flatbar (ladder supplies)	5/2023	\$1,200.00		\$1,200.00	6/2023	\$1,200.00	\$0.00
7/55	21399	10.2.05	Jobsite	30" Shell Manway	5/2023	\$12,600.00		\$12,600.00	6/2023	\$12,600.00	\$0.00
7/55	21399	10.2.05	Jobsite	Davit	5/2023	\$600.00		\$600.00	6/2023	\$600.00	\$0.00
40	21399	10.2.04	Jobsite	30" Diam Roof Hatch w/ Handhold	5/2023	\$1,100.00		\$1,100.00	6/2023	\$1,100.00	\$0.00
41	21399	10.2.04	Jobsite	Riser Safety Grate	5/2023	\$700.00		\$700.00	6/2023	\$700.00	\$0.00
59	21399	10.2.05	Jobsite	Handrail Materials - Top rail, int rail & posts 3x3x1/4 toe plate	5/2023	\$3,200.00		\$3,200.00	6/2023	\$3,200.00	\$0.00
								\$0.00			\$0.00
								\$0.00			\$0.00
								\$0.00			\$0.00
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								\$0.00			\$0.00
								\$0.00			\$0.00
								\$0.00			\$0.00
								\$0.00			\$0.00
		Western Market Street						\$0.00			\$0.00
								\$0.00		***************************************	\$0.00
						TAILURA TO THE TAIL THE TAIL TO THE TAIL T		\$0.00			\$0.00
								\$0.00			\$0.00
	n -/							\$0.00			\$0.00
				Totals		\$48,150.00	\$0.00	\$48,150.00		\$48,150.00	\$0.00

Contractor Pay Estimate No.					
Escrov	v Pay Estimate No.				
Payme	nt Period from _ 1 1				
1.	Total Value of Original Contract Work Completed This Estimate Period:	\$ \$0.00			
2.	<b>Total Value of Change Order Work Completed This Estimate Period:</b>	\$			
3.	Total Net Contract Work Completed This Estimate Period:	\$ \$0.00			
4.	Total Value of Stored Materials From PREVIOUS Pay Estimate:	\$ \$48,150.00			
5.	Total Value of Stored Materials For THIS Pay Estimate Period:	\$ \$0.00			

Net Increase/Decrease For Stored Materials on This Pay Estimate:

**Total Amount Due to Contractor This Estimate Period:** 

Total Value of ALL Work Completed & Stored Material This Estimate Period:

Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:

6.

7.

9.

(Line 3 + Line 6)

-\$48,150.00

-\$48,150.00

-\$2,407.50

-\$45,742.50

# **CERTIFICATE OF SUBSTANTIAL COMPLETION**

En Co Pr	wner: ogineer: ontractor: oject: ontract Name:	City of Madison Commonwealth Engineers, Inc. MW Cole Construction, LLC Water Utility Improvements Division "B" – Storage Tanks Rehabilita	Owner's Project No.: Engineer's Project No.: Contractor's Project No.:	W19120						
This	This $\square$ Preliminary $oxtimes$ Final Certificate of Substantial Completion applies to:									
	⊠ All Work □	The following specified portions of the V	Vork:							
Dat	Date of Substantial Completion: April 14 <sup>th</sup> , 2025									
Cor the Sub Cor	ntractor, and Eng Work designate estantial Comple	this Certificate applies has been inspectioned, and found to be Substantially Cored above is hereby established, subject the total complete the commencement of the contractual attract.	nplete. The Date of Substant o the provisions of the Contr etion in the final Certificat	ial Completion of ract pertaining to e of Substantial						
A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.										
	Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.									
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:										
Amendments to Owner's Responsibilities: $oxtimes$ None $oxtimes$ As follows:										
Amendments to Contractor's Responsibilities: $\square$ None $\boxtimes$ As follows:										
	Warranty Period*, Insurance**									
*	One year warra	nty inspection to be completed on Marc	ch 16 <sup>th</sup> , 2026.							
**	CONTRACTOR shall maintain insurance coverage through the 30-day period until FINAL completion to allow the OWNER to establish their coverage's and policies.									
The	The following documents are attached to and made a part of this Certificate:									
	Punch List,	Request for Substantial Completion Lett	er							

Contract Documents.

Engineer: Commonwealth Engineers, Inc.

By (signature):

Name (printed):

Title:

PROJECT Bellucia

Title:

Documents.

Engineer: Commonwealth Engineers, Inc.

By (signature):

Name (printed):

Title:

By (signature):

Soft Contractor: MW Cole Construction, LLC

By (signature):

Name (printed):

Michael w Cole

Title:

Title:

Mame (printed):

Michael w Cole

Title:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the



MW Cole Construction

2989 Bonifay Path The Villages, FL.32163

Phone: 618-593-6879

This is to certify that MW Cole Construction LLC has substantially completed the construction of City of Madison, Indiana - Water Utility Improvements Division "B" - Storage Tanks Rehabilition located in Madison, Indiana on March 3, 2025.

This project has been completed in accordance with the terms and conditions of the Construction Contract and as directed by City of Madison, Indiana, and the Contractor has performed all required duties as set forth in the Contract.

#### SUBSTANTIAL COMPLETION DEFINITION:

The stage of construction where, in the opinion of the OWNER, all items of the Work necessary to enable the asset to be utilized without significant restrictions for the purpose for which the asset was intended. All pay items shall be completely installed and all necessary testing as required by the Laws Regulations and/or Contract Documents shall be completed.

Therefore, this certificate certifies that the Project is complete and all work required by the Construction Contract has been completed except for Punch List items, which shall be completed at a later date.

This Certificate of Substantial Completion is issued in lieu of an Occupation Certificate.

Date: March 3, 2025

Michael W. Cole, President Contractor:

MW Cole Construction LLC

Owner: N/A - REFER TO PRIOR CERTIFICATE

## ATTACHMENT TO CERTIFICATE OF SUBSTANTIAL COMPLETION FOR MADISON - WATER UTILITY IMPROVEMENTS DIV. B - STORAGE TANKS REHABILITATION

## COMMONWEALTH ENGINEERS, INC. PROJECT NO. W19120-B PUNCH LIST MW COLE CONSTRUCTION LLC

#### February 27, 2025

ITEM#	LOCATION	ISSUE	STATUS	ASSIGNED VALUE (\$)	
Hilltop Ground Storage Tanks					
1	Between Tanks	Existing Gate Valves Collars Require Repair	Incomplete	\$5,000.00	
2	Sitewide	Trash Removal	Incomplete	\$1,250.00	
3	Sitewide	Grading, seeding, and surface restoration	Incomplete	\$4,000.00	
4	Tank No. 1	Paint Touchup at Adjacent to Drain Valve	Incomplete	\$1,500.00	
5	Tank No. 1	Drain Valve Coating	Incomplete	\$1,500.00	
6	Tank No. 2	Paint Touch Up at Manway Bracket (above manway)	Incomplete	\$1,500.00	
7	Tank No. 2	Repair/Replace Manual Tank Gauge	Incomplete	\$2,000.00	
Hilltop North Elevated Tank					
8	Sitewide	Trash Removal	Incomplete	\$1,250.00	
9	Sitewide	Grading, seeding, and surface restoration	Incomplete	\$4,000.00	
10	Sitewide	Equipment Removed from Site	Incomplete	\$1,497.62	
11	Riser	Drain Valve Leaking at the Thread	Incomplete	\$1,500.00	
12	Riser	Drain Valve Paint Touchup	Incomplete	\$1,000.00	
Hilltop South Elevated Tank					
13	Sitewide	Trash Removal	Incomplete	\$1,250.00	
14	Sitewide	Drain Valve Needs to be Painted	Incomplete	\$1,000.00	
15	Sitewide	Grading, seeding, and surface restoration	Incomplete	\$4,000.00	
		SR 62 Elevated Tank			
16	Sitewide	Trash Removal	Incomplete	\$750.00	
17	Sitewide	Grading, seeding, and surface restoration	Incomplete	\$4,000.00	
18	Sitewide	Existing Culvert is Damaged and Needs to be Repaired	Incomplete	\$4,000.00	
19	Tank Leg - Ladder	Metering Wire from panel needs to be tied back onto ladder.	Incomplete	\$500.00	
20	Riser	Drain Valve Coating	Incomplete	\$1,000.00	
		Hillside In-Ground Storage Tank			
21	Sitewide	Trash Removal	Incomplete	\$1,250.00	
22	Sitewide	Grading, seeding, and surface restoration	Incomplete	\$4,500.00	
		Complete Project			
23		Submit Amercican Iron and Steel Documentation	Incomplete	Full Retainage	
24		Final waiver of Lien	Incomplete	Full Retainage	
25		O&M Manuals (Cathodic Protection)	Incomplete	Full Retainage	
26		Provide a Complete Set of Record Drawings (DS-00)	Incomplete	Full Retainage	
1			SUB TOTAL	Full Retainage	
			TOTAL (x 200%)	\$96,495.24	

# SEAS.

#### INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Southeast Regional Office 820 Sweet Street • Brownstown, IN 47220-9557

(877) 271-0074 • (812) 358-2027 • Fax (812) 358-2058 • www.idem.IN.gov

Mike Braun
Governor

Clint Woods
Commissioner

March 13, 2025

#### VIA E-MAIL

Chris Hale
City of Madison Transfer Station
611 Ivy Tech Drive
Madison, Indiana 47250
chale@madison-in.gov

Dear Mr. Hale:

**Re:** Inspection Summary Letter

City of Madison Transfer Station

SW ID: 39-03

Madison, Jefferson County

On March 12, 2025, a representative of the Indiana Department of Environmental Management, Office of Land Quality, conducted an inspection of the above-referenced City of Madison Transfer Station, located at 611 Ivy Tech Drive, Madison, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Routine

Results of Inspection: No violations were observed (see attached inspection

report).

Please direct any questions regarding this letter or the accompanying inspection report to Chad Pittman at <a href="mailto:cpittman@idem.IN.gov">cpittman@idem.IN.gov</a> or 812-216-2107.

Sincerely,

Mark A. Amick, Director Southeast Regional Office

Mark a Smick

MAA/cap

Enclosure:

Inspection report

cc:

Secretary, City of Madison Street Department (<a href="mailto:streetsec@madison-in.gov">streetsec@madison-in.gov</a>)
Jefferson County Health Department (<a href="mailto:mike.new@jeffersoncounty.in.gov">mike.new@jeffersoncounty.in.gov</a>)
Christy Duvall, Southeastern Indiana Recycling District (<a href="mailto:christy@seird.org">christy@seird.org</a>)
Juliana Fracetti, IDEM Solid Waste Permits (<a href="mailto:jfracett@idem.in.gov">jfracett@idem.in.gov</a>)





## **Solid Waste Processing Facility and Transfer Station Inspection Report** State Form 48276 (R2/10/10)

Indiana Department of Environmental Management Solid Waste Compliance Section Office of Land Quality 100 North Senate Avenue, Room N-1101 Indianapolis, Indiana 46204-2251

Inspector Name: Chad Pittman Inspector Phone: 812-216-2107

Inspection Date: March 12, 2025

Time In: 8:45 AM Time Out: 9:45 AM

Facility Name: City of Madison Transfer S	Type of Inspection: Routine	
County: Jefferson	Permit #: 39-03	Permit Expires: October 26, 2026
Last inspection date (month, day, year):	Violation at last inspection: no violations	
October 28, 2024		

CHECKED ITEMS ARE VIOLATIONS OF 329 IAC 11 OR IC 13-20 THAT MUST BE CORRECTED							
	224	329 IAC 11-9-2/11-9-6 Permit Deviation/Modification		240	329 IAC 11-13.5-9(a)(2) Residue Test Results	256	329 IAC 11-13.5-14(a)(2) Wash Down
	225	329 IAC 11-13.5-2 Access Control		242	329 IAC 11-13.5-9(b) Records Maintenance	257	329 IAC 11-13.5-14(a)(3) Overnight Storage of Waste
	226	329 IAC 11-13.5-3 On-Site Roads		243	329 IAC 11-13.5-8 Use of Contingency Plan	258	329 IAC 11-13.5-15 Hazardous, Infectious Waste
	227	329 IAC 11-13.5-4 Signs		244	329 IAC 11-15-4(a) Manifest Preparation/Delivery	259	329 IAC 11-13.5-14(b)(1) Safety Devices
	228	329 IAC 11-13.5-6(a) Facility Requirements		245	329 IAC 11-15-4(b) Retaining Manifests	260	329 IAC 11-13.5-14(b)(2) Recycling Storage
	229	329 IAC 11-13.5-6(b) Solid Waste Confined/Cleanliness		246	329 IAC 11-15-5(a) Receipt & Review of Manifest Copy	261	329 IAC 11-13.5-14(b)(3) Holding Tank
	230	329 IAC 11-13.5-6(c) Storage		247	329 IAC 11-15-5(b) Acceptance from Transfer Station	262	329 IAC 11-13.5-14(b)(4) On-Site/Up-To-Date Plans
	231	329 IAC 11-13.5-6(d) Residues		248	329 IAC 11-9-1 Permits Required	263	329 IAC 11-13.5-15(1) Infectious Waste Storage
	232	329 IAC 11-13.5-6(e) Salvaging		249	329 IAC 11-13.5-13 Monitoring of Municipal Incoming Waste	264	329 IAC 11-13.5-15(2) Infectious Waste Storage & Containment
	233	329 IAC 11-13.5-6(f) Salvage Storage		250	329 IAC 11-13.5-13(e) Random Inspections	265	329 IAC 11-13.5-15(3) Infectious Waste Packaging & Labeling
	234	329 IAC 11-13.5-7(a) Vectors, Dust, Odors, Noise		251	329 IAC 11-13.5-13(f) Overview of Inspections	266	329 IAC 11-13.5-15(4) Infectious Waste Containers
	235	329 IAC 11-13.5-7(b) Fire Equipment/Open Burning		252	329 IAC 11-13.5-17(a) Records On-Site	267	329 IAC 11-13.5-15(5) Infectious Waste Label/Packaged According to DOT
	236	329 IAC 11-13.5-7(c) Communication System		253	329 IAC 11-13.5-17(b) Annual Report	268	329 IAC 11-13.5-15(6) Infectious Waste Delivery to Permitted Facility
	237	329 IAC 11-13.5-7(d) First Aid Kit		254	329 IAC 11-13.5-10 Training	269	329 IAC 11-13.5-15(7) Infectious Waste Reusable Container Decontamination
	238	329 IAC 11-13.5-7(e) Scavenging		255	329 IAC 11-13.5-14(a)(1) Standing Water	270	329 IAC 11-13.5-7(f) Written Emergency Response Plan
	239	329 IAC 11-13.5-9(a)(1) Manifests, Quarterly Reports, SW Reports				271	329 IAC 11-13.5-7(g) Spill Prevention Kit

#### **Comments:**

On Wednesday, March 12, 2025, Solid Waste Compliance Inspector Chad Pittman, a representative of the Indiana Department of Environmental Management, Office of Land Quality, conducted a routine compliance inspection of the City of Madison Transfer Station (SW ID 39-03 / AI 46605) located at 611 Ivy Tech Drive, Madison, Indiana 47250.

The previous inspection of the City of Madison Transfer Station was conducted October 28, 2024.

The City of Madison Transfer Station operating permit 39-03 is valid through <u>October 26, 2026</u>. To operate past this date, a renewal application must be submitted on or before <u>June 28, 2026</u>.

This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below.

The inspector met on site with the transfer station employees and informed them a routine compliance inspection of the transfer station was being conducted.

Waste was being received at the time of the inspection. No windblown litter was observed at the time of the inspection. Municipal solid waste (MSW) was being contained within the specified boundaries of the processing faclity at the time of the inspection. No standing water was observed in the area below the tipping floor where the compactor units are located. On-site lift stations appeared to be functioning as designed.

Emergency spill kits and fire extinguishers are in place as required.

Continuous monitoring of incoming MSW continues to be conducted by transfer station employees to determine acceptability of each load. Prohibited waste is rejected, and not allowed to unload at the transfer station. When appropriate, transfer station personnel direct unacceptable waste streams to Southeastern Indiana Recycling District (SEIRD) for potential recycling opportunities and/or proper disposal of unacceptable waste.

The City of Madison Transfer Station's waste rejection log, storm water pollution prevention plan, monthly inspection reports, and leachate management log were reviewed at the time of the March 12, 2025, inspection. The required records are being maintained and up to date as required.

There were no violations observed during the March 12, 2025, routine compliance inspection.

Good housekeeping, and operational practices continue to be conducted by transfer station employees.

At the conclusion of the solid waste compliance inspection, the City of Madison Transfer Station located at 611 Ivy Tech Drive, Madison, Indiana remains in compliance with their Solid Waste Processing Facility Operating Permit 39-03, IC 13-30 and 329 IAC 11.

Please direct any questions regarding this inspection report to Chad Pittman at 812-216-2107 or <a href="mailto:cpittman@idem.in.gov">cpittman@idem.in.gov</a>.

#### **Confidential Information**

In accordance with 329 IAC 6.1 (http://www.in.gov/legislative/iac/T03290/A00061.PDF) a person submitting information to the department for which confidential treatment is requested shall make a written claim of confidentiality at the time of submittal of the information. A person may request confidential treatment of information at the time the information is acquired through the actions of the department, such as inspections. The written claim for confidential treatment may be broad, but must be sufficiently clear to allow for accurate identification of the information claimed to be confidential. In accordance with 329 IAC 6.1-4-1(d), supporting information must be submitted to the commissioner within five (5) working days from the time the information claimed as confidential is acquired by the department. A person submitting a claim of confidentiality shall designate and segregate the information and the supporting information to which the claim applies in a manner that is sufficiently clear to allow the department to identify all confidential claim materials. Confidential information may include (but is not limited to) written or printed material, maps, charts, photographs, or samples (see definition of information at 329 IAC 6.1-2-8). The undersigned Owner/Representative has alleged

information acquired during this inspection  does  does not (check one) contain confidential information. A check in the "does" box is not a written claim for confidential treatment of information acquired during this inspection.					
Notice of Oral Report					
In accordance with IC 13-14-5 an oral report of the inspection was provided to the undersigned Owner/Agent at the conclusion of the inspection. The oral report includes any specific matters discovered during the inspection that the IDEM representative believes may be a violation of a law or of a permit issued by the department. The report does not include matters not evident to the IDEM representative or any fact that indicates an intentional, a knowing, or a reckless violation.					
Received by:	E-mail Address:				
Chris Hale, City of Madison	chale@madison-in.gov				
Secretary, City of Madison Street Department	streetsec@madison-in.gov				
Jefferson County Health Department <u>mike.new@jeffersoncounty.in.gov</u>					
Christy Duvall, Southeastern Indiana Recycling District <a href="mailto:christy@seird.org">christy@seird.org</a>					
Juliana Fracetti, IDEM Solid Waste Permits	jfracett@idem.in.gov				
Date Emailed by Inspector: March 13, 2025	☐ Needs Mailed				

#### ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 1st day of April 2025, by and between:

Zambelli Fireworks Manufacturing Co. of Cranberry Township, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

#### THE CITY OF MADISON, INDIANA (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of the signing of this contract.

Display Date: JULY 5, 2025 Postponement Date: JULY 6, 2025

- Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians")
  who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of
  Display Technicians necessary to take charge of and safely present the Display.
- 3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. All those entities / individuals appearing as an additional insured shall be deemed an additional insured per this contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 5 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$30,000.00 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by

Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

- 5. Client agrees to meet all deadlines including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Client must return the signed contract to Zambelli by May 1, 2025 for any display scheduled from July 1 through July 7, 2025. This is necessary to ensure Zambelli can secure all permits and insurance for the display. If a client is unable to return the signed contract by the May 1st date, Client must contact Zambelli to discuss options that may be available.
- 6. Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state permits and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA and United States Coast Guard, when necessary. Client will assist Zambelli when appropriate in completing permit applications.
- 7. If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
- 8. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- 9. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
- 10. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
- 11. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

12. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather

prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and There will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

- 13. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
  - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
- 14. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
- 15. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
- 16. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
- 17. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
- 18. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
- 19. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
- 20. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further,

on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

- 21. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
- 22. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
- 23. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 24. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, 101 West Main Street Madison, IN 47250
- 25. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

26.

WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:		FOR: Zambelli Fireworks Manufacturir		
ВУ		ВУ		
	date	da	ate	
Printed Name and Title		Printed Name and Title		

Please sign contract where indicated for Client and return all copies for final acceptance to: sal.lanara@zambellifireworks.com

Zambelli Fireworks Manufacturing Co. 280 Executive Drive, Suite 200 Cranberry Township, PA 16066

724-658-6611 800-245-0397 FAX 724-658-8318



### **Communication Sheet**

Communications Sheet must be completed in its entirety each year.

Our insurance carrier requires a newly completed form each year.

A Zambelli Fireworks representative will use this sheet to contact you.

	Show Information
Show Date	
Rain Date	
Time of Show	
Duration of Show	
	Storage Site Location
Description	
Site Contact Name	
Phone Number	
Address	
City, State, Zip	
	A/P Billing Contact
Name	
Address	
City, State, Zip	
Home Phone Number	
Fax Number	
Office Number (& ext.)	
Cell Number	
E-Mail	
	Show Day Contact
Name	
Address	
City, State, Zip	
Home Phone Number	
Fax Number	
Office Number (& ext.)	
Cell Number	
E-Mail	
	Rain Date Time of Show Duration of Show  Description Site Contact Name Phone Number Address City, State, Zip  Name Address City, State, Zip Home Phone Number Fax Number Office Number (& ext.) Cell Number E-Mail  Name Address City, State, Zip Home Phone Number E-Mail

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

(724) 658-6611 www.zambellifireworks.com



## **Required Insurance Requisition Form**

Customer Name		
Address		
City	State	Zip
Display Date	Rain Date	
Location of Display		
City	State	Zip
Name all Additional Insured		
Name & Address of Display Site Property Owner		
Certificate to be issued to: Address		
	State	7:
	Phone	Zip

<sup>\*</sup> This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.

#### **RESOLUTION 2025-11B**

### A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA **REGARDING STREET CLOSINGS FOR THE MOLLY DATTILO 5K RUN/WALK**

WHEREAS, there has been a request filed by Paul Kelly of the Molly Dattilo 5K Run/Walk committee for street closings for said group in connection with the annual Molly Dattilo 5K Run/Walk to be held on Saturday, May 10, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that Vaughn Drive between West Street and Poplar Street shall be closed from 5:30 a.m. to 11:15 a.m. on Saturday, May 10, 2025.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the following streets shall be closed from 7:30 a.m. to 11:15 a.m. on Saturday, May 10, 2025:

- 1. Vaughn Drive from Vernon Street to Ferry Street and through the City campground;
- 2. St. Michael's Avenue from Vaughn Drive to First Street;
- 3. First Street from St. Michael's Avenue to Vernon Street;
- 4. Second Street from Elm Street to Vine Street; and
- 2. Vernon Street from Vaughn Drive to First Street.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON. INDIANA, that said streets as closed shall be under the supervision and control of the Molly Dattilo 5K Run/Walk committee at the times noted above for the year 2025.

ADOPTED this 7<sup>th</sup> day of April, 2025.

	Bob G. Courtney, Chairman
	Karl Eaglin, Member
(SEAL)	David Carlow, Member
ATTEST:	
Shirley Rynearson, Clerk-Treasurer	