

Board of Public Works and Safety Agenda

MEETING DATE: February 6, 2023, 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
- D. Adjustments
- E. Unfinished business
 - Fire Department Changes to SOPs tabled from 1/3 and 1/17
- F. New business
 - Crystal Beach Aquatic Park Contract Award
 - Crystal Beach Basketball Court & Sidewalk Contract Award
 - Gaines Park Contract Award
 - EV Charging Station Information
 - Movies in the Park 2023 Contract
 - Insurance Renewal update
 - Resolution for Street Closure for Walnut St. Fire Co. 150 Year Anniversary Celebration
 - Change Order Crystal Beach Pool House
 - READI Pay Applications
 - PACE Midpoint: 315 E. 4th St.
 - PACE Finals: 111 E. 2nd, 1001 W. 1st
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: Monday, February 21, 2023
- J. Motion to adjourn.



Board of Public Works and Safety Minutes

MEETING DATE: January 17, 2023, 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 (3-0).

Approval of Minutes: Eaglin moved to approve January 3, 2022, minutes, seconded by Carlow. All in favor, motion carried (3-0).

Claims: Carlow moved to approve the claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

Adjustments: 602 W. Fourth St.- James Dumas requesting an adjustment of \$1,169.00 regarding a major water leak where the work has been completed to correct that. Brian Jackson, the City of Madison Utility Superintendent recommends approval of the adjustment.

Motion: Eaglin moved to approve the adjustment for 602 W. Fourth St, seconded by Courtney. All in favor, motion carried (3-0).

831 E. Main- Hillside Inn requesting an adjustment of \$3,283.85 regarding an underground water leak where the work has been completed to correct the issue. The adjustment is for sewer only.

Motion: Eaglin moved to approve the adjustment for 831 E. Main, seconded by Carlow. All in favor, motion carried (3-0).

Unfinished business: Fire Department Changes to SOPs.

Fire Department changes to SOPs: Remains tabled until the next Board of Public Works and Safety meeting.

New business:

Water Project – Commonwealth – Limited Notice to Proceed No. 3: The Limited Notice to Proceed No. 3 is authorizing the construction, engineering, post-construction, record drawings, startup assistance, the American Iron and Steel Act, and financial and legal assistance. These costs are already built into the project, it is just the final notice to proceed for Commonwealth.

Motion: Courtney moved to approve the Limited Notice to Proceed No. 3, seconded by Eaglin. All in favor, motion carried (3-0).

Water Project Divisions A, B, and C Notice of Award and Notice to Proceed: Division A is for the supply and treatment improvements in the amount of \$4,543,000.00. It was awarded to Dave O'Mara Contractor. Division B is for storage tank rehabilitation in the amount of \$1,607,500.00. It was awarded to MW Cole Construction. Division C is for the water main replacements in the amount of \$4,837,175.00. It was awarded to Brackney.

Motion: Courtney moved to approve Water Project Divisions A, B, and C, seconded by Eaglin. All in favor, motion carried (3-0).

For the three divisions, effective January 17, 2023, the City of Madison is giving the contractors the official notice to proceed for Division A, Division B, and Division C.

Motion: Eaglin moved to approve the notice to proceed, seconded by Carlow. All in favor, motion carried (3-0).

SIRPC Services Agreement to be Labor Standards Administrator for Water Project: This agreement lays out that SIRPC is the City of Madison's labor standards administrator and the total cost for these services will be \$16,500.00. Brian Jackson is requesting that BPW approve the agreement.

Motion: Courtney moved to approve the SIRPC agreement, seconded by Carlow. All in favor, motion carried (3-0).

Duke Services Agreement for LED: Tony Steinhardt, the City of Madison Economic Development Director, informed the BPW of a lighting program that Duke Energy provides for communities. The city is in line to start this program as soon as this summer, and it will be completed by the end of this year. The program is called the Ryder 42 Program which takes all of the city's existing cobra streetlights and other security lights and upgrades those to LED throughout the community. There are currently approximately 900 streetlights in the Madison community. The city will be going through an audit with Duke Energy to evaluate the locations and numbers of those throughout the community to ensure the billing is correct. Right now, the city is anticipating approximately \$40-45,000.00 of savings per year in electricity and maintenance costs and a rebate check for approximately \$30-35,000.00 from Duke Energy for participating in this program.

Motion: Eaglin moved to approve the Duke Services Agreement, seconded by Courtney. All in favor, motion carried (3-0).

Resolution No. 1B-2023: Street Closure for River Rat Rodz: A request filed by Ken Washer on behalf of River Rat Rodz for street and parking lot closings mentioned in Resolution No. 1B-2023 for the said group in connection with their River Front Run Car Show to be held on Friday, May 26, 2023, and Saturday, May 27, 2023.

Motion: Courtney moved to approve Resolution No. 1B-2023, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution No. 2B-2023: Street Closure for Main Street Music in the Park: A request filed by Austin Sims on behalf of the Madison Main Street Program for a street closing mentioned in Resolution No. 2B-2023 for the said group in connection with the 2023 Music in the Park events to be held on June 9, 2023, July 14, 2023, August 11, 2023, and September 8, 2023.

Motion: Eaglin moved to approve Resolution 2B-2023, seconded by Courtney. All in favor, motion carried (3-0).

Property and Casualty Insurance Renewals from Gardner: Mindy McGee, the City of Madison's Deputy Mayor, presented the Board with property and casualty insurance renewals from Gardner for 2023. Renewals are due on January 24, 2023. McGee introduced Greg Goodnight from Gardner Insurance to answer any additional questions the Board may have regarding the renewals. Both proposals are less than what the city paid in the year 2022. Mindy McGee's recommendation to the Board would be that they approve until negotiations are completed up to the \$357,305.00 to look at Liberty Mutual, finalize some details, and give the Mayor the authority to sign the final document by January 24, 2023.

Motion: Courtney moved to approve the insurance premium up to the amount of \$357,305.00 and authorize the Mayor to work with staff and insurance provider to finalize the selection of the insurance carriers with the proper deductible, seconded by Eaglin. All in favor, motion carried (3-0).

PACE Amendments: 1001 W. First, John Bruns, filed an amendment to an approved grant application. Due to unforeseen conditions uncovered during the construction project, Mr. Bruns is requesting that his PACE grant be increased from \$22,445.00 to \$25,000.00, a \$2,555.00 increase.

Motion: Eaglin moved to approve the amendment to 1001 W. First, seconded by Courtney. All in favor, motion carried (3-0).

111 E. Second, Matt and Daniel Chandler filed an amendment to an approved grant application. Due to having started the work before applying, this project was only eligible for a rehabilitation grant. Given the level of investment and that the building was dilapidated when purchased by the Chandlers, they are requesting that their PACE grant be increased from \$7,500.00 to \$25,000.00, a \$17,500.00 increase.

Motion: Eaglin moved to approve the amendment to 111 E. Second, seconded by Carlow. All in favor, motion carried (3-0).

PACE Application: 217-219 E. Main is requesting a grant of \$7,500.00 to complete work on windows, doors, fire escape, and foundation. 112 East is requesting a grant of \$7,500.00 to complete work on gutter guards and tuckpointing. 308 E. Third is requesting a grant of \$3,520.00 to replace the front door. 223 W. First is requesting a grant of \$7,500.00 to replace the siding, windows, and gutters. 128 Mulberry is requesting a grant of \$22,500.00 for complete demolition, keeping the front façade. 752 Jefferson is requesting a grant of \$7,500.00 for window replacement. 618 E. Second is requesting a grant of \$7,500.00 for tuckpointing, paint, windows, floor joists, doors, etc. 524 Walnut is requesting a grant of \$10,000.00 for demolition.

600 W Fifth is requesting a grant of \$25,000.00 for stained glass windows, storm doors, and doors to get the building watertight. 707 Walnut is requesting a grant of \$25,000.00 for selective demolition, stabilization, windows, and doors.

Motion: Courtney moved to approve all PACE applications, seconded by Eaglin. All in favor, motion carried (3-0).

PACE Finals: 202 Broadway completed work on their double-door set, which has been completed according to their PACE grant. They are requesting a disbursement of \$7,500.00. 312 Poplar was a frame house that restored the siding and completed the work according to their PACE grant. They are requesting a disbursement of \$7,500.00.

Motion: Eaglin moved to approve the PACE finals, seconded by Carlow. All in favor, motion carried (3-0).

Mayor's comments: Mayor Courtney reminded the public that January 17, 2023, Council Meeting will include reports from Police Chief John Wallace and Fire Chief Ken Washer. The Council will also be taking up some additional historical preservation legislation. Also, further discussing or approving supplemental authorization for the financing of the Crystal Beach pool replacement project.

Public comment: None.	
Next meeting: Monday, February 6, 2023, at	11:30 AM
Adjourn: Eaglin moved to adjourn, seconded I	by Courtney. All in favor, motion carried (3-0).
Attested:	
Kathleen M. Rampy, Clerk-Treasurer	Mayor Bob Courtney
	David Carlow

Karl Eaglin



Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Sixth day of **February** in the year Two **Thousand Twenty** Three (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Madison, Indiana 101 West Main Street Madison, IN 47250 (812)265-8300

and the Contractor: (Name, legal status, address and other information)

RL Turner 1**000** West Oak Street Zionsville, IN 46077 (317)873-2712

for the following Project: (Name, location and detailed description)

Crystal Beach Swimming Pool Replacement General Construction Package Madison, IN 47250

The scope of work is the **construction** of a new pool, pool deck and associated work. Scope also **includes miscellaneous improvements** to the **building** and **grounds** surrounding the pool.

The Architect:

(Name, legal status, address and other information)

K. Norman Berry Associates Architects, PLLC 815 W. Market St., Ste. 502 Louisville, KY 40202 (502)582-2500

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- 2 the drawings and specifications prepared by the Architect, dated November 11, 2022, and enumerated as follows:

Drawings: Number	Title	Date
AQ2.2	Unnamed	
General		
G100	Cover	
TS100	Site Survey	
Civil		
CD100	Site Layout	
CD101	Erosion & Settlement Ctrl Plan	
CD102	Grading Site Plan	
CD103	Civil Details	
CD104	Drainage Plan	

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CD105	Plan/Profile Storm Sewer Line "A"
CD106	Plan/Profile Storm Sewer Line
CD107	Plan/Profile Storm Sewer Line
Structural	
S001	Structural General Notes
S002	Structural General Notes
S003	
S101	Statements of Inspect./Testing
S102	Basement Foundation Plan
•	Pool Foundation Plan
S201	Typical Foundation Details
S202	Foundation Details
S203	Foundation Details
S204	Foundation Details
S205	Foundation Details
S206	Foundation Details
S207	Foundation Details
Architectural	
A000	Door Types & Details
A001	New Construction Site Plan
A100	New Const. Basement Plan
A101	First Floor Plan
AllI	Concession Plan & Elevations
A700	Details
Aquatics	$\mathcal{A}_{i} = \{ i, i \in \mathcal{A}_{i} \mid i \in \mathcal{A}_{i} \mid i \in \mathcal{A}_{i} \} $
AQ0.0	Pool Reference Plan
AQ1.1	Leisure Pool Sections
AQ1.2	Leisure Pool Details
AQ1.3	Leisure Pool Details
AQ1.4	Leisure Pool Details
AQ1.5	Leisure Pool Details
AQ2.0	Location Point Schedule
AQ2.1	Location Point Plan
AQ3.0	Pool Piping Notes/Schedules
AQ3.1	Pool Suction Piping Plan
AQ3.2	Pool Return Piping Plan
AQ4.0	Pool Mech. Notes/Schedules
AQ4.1	Pool Mech. Rm. Plans/Sections
AQ4.2	Surge Tank Plan & Sections
AQ4.3	Pool Mechanical Details
AQ4.4	Pool Mechanical Details
AQ4.5	Pool Mechanical Details
AQ4.6	Pool Mechanical Details
AQ5.0	Pool Systems Schematic
Utility	
U100	Site Plan
Plumbing	
P001	Plumbing Information
P002	Plumbing Details
P100	Basement Fl. Plan-Plumbing
P200	Plumbing Specifications
P201	Plumbing Specifications
Mechanical	
M001	Mechanical Information
M100	Basement Fl. Plan-Mechanical

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M200	First/Second Fl Plan-Mech.
M700	Mechanical Specifications
M701	Mechanical Specifications
Electrical	
E010	Electrical Information
E020	Electrical Schedules
E030	Electrical Details
ED100	Bsmnt/1st Fl. Plan-Elect. Demo
E100	Floor Plan - Lighting
E101	1st/2nd F1. Plan - Lighting
E200	Floor Plan-Power & Systems
E201	Floor Plan – Power & Systems
E202	Electrical Site Plan
E500	One Line Diagram
E600	Panel Schedules
E700	Electrical Specifications
E701	Electrical Specifications
E702	Electrical Specifications

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Section	Title	Pages
Invitation to Bid		
Instructions to Bidders	AIA A701-2018	
Bid Form		
Contractor's Bid for Public		
Work – Form 96		
Contract Agreement	AIA A105-2017	
Performance & Payment Bond	AIA A312-2010	
General Conditions	AIA A201-2007	
Amendment to General Cond.		
Geotechnical Report		
01 10 00	Summary	
01 21 00	Allowances	
01 22 00	Unit Prices	
01 23 00	Alternates	
01 32 00	Const. Progress Documentation	
01 32 33	Photographic Documentation	
01 33 00	Submittal Procedures	
01 50 00	Temp. Facilities & Controls	
01 73 00	Execution	
01 77 00	Closeout Procedures	
02 41 20	Selective Demolition	
03 45 00	Precast Architectural Concrete	
04 01 40	Stone Repair	
04 20 00	Unit Masonry	
04 43 13	Anchored Stone Masonry	
05 50 00	Metal Fabrications	
06 10 00	Rough Carpentry	
07 11 13	Bituminous Dampproofing	
07 21 00	Thermal Insulation	
07 62 00	Sheet Metal Flashing and Trim	
07 92 00	Joint Sealants	
08 11 13	Hollow Metal Doors & Frames	
08 41 13	Alum. Framed Entrances &	
	Storefronts	
08 71 00	Door Hardware	
08 80 00	Glazing	

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User **Notes**:

09 22 16	Non-Structural Metal Framing
09 91 00	Painting
13 11 00	Swimming Pools
13 14 13	Waterslides
31 10 00	Site Clearing
31 23 19	Dewatering
Appendix 1	City of Madison Construction
	Standards

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum #1	11/16/22	1
Addendum #2	12/3/22	54
Addendum #3	12/8/22	14

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

VE Revisions as per attached summary dated 1/30/23.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commence	i commencement
--	----------------

[X] By the following date: May 1, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seven Million Two Hundred Seventy Thousand Twenty-One dollars (\$7,270,021.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

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Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

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User Notes:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 Secondary Waterslide - \$200,729.00 Alternate #2 Irrigation System \$33,263.00

Alternate #6 Extend Construction Period (\$400,000)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item	Price
Miscellaneous modifications and repairs	
to existing structure to remain	\$15,000.00
Miscellaneous excavation and earthwork	\$20,000.00

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Common Excavation	CY	\$32.00
2. Granular Fill	CY	\$106.14
3. Furnish and Install 2/4" Pex piping	LF	\$203.00
w/hangers/supports		
4. Furnish and Install ¾" Type "L" copper	LF	\$255.00
piping w/hangers/supports		
5. I" thick fiberglass insulation with all service	LF	\$99.00
jacket on ¾" pipe		
6. Freezeproof wall hydrant and 10'-0" of ¾"	EA	\$870.00
Pex piping, w/hangers/supports		
7. Furnish and install 2" Schedule 40 PVC	LF	\$13.00
piping (below grade)		
8. Duplex wall receptacle with 25'-0" of conduit	EA	\$290.00
and wiring		0.10 * 00
9. 60A Nema 1/3R fused disconnect	EA	\$435.00
10. Provide and install 1" EMT empty conduit	10 LF	\$78.00
including all connectors	The same	000 00
11. 3#12 wiring	10 LF	\$22.00
12. 3#10 wiring	10 LF	\$32.00
13. Yard Inlet	EA	\$300.00
14. Area Deck Drain	EA	\$125.00
15. Sidewalk, Concrete 4"	SF	\$10.00
16. Compacted Aggregate, #53 base	CY	\$91.00
17. Stone Wall Restoration	SF	\$63.00
18. Concrete SOG Expansion Joint	LF	\$10.00
19. 1.5'x2' Box Culvert	LF	\$250.00
20. 15" RCP	LF	\$200.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Progress payments to be made monthly for the percentage of work complete minus 10% retainage.

(Paragraphs deleted)

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ARTICLE 5 INSURANCE

- § 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:
- § 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard.
- § 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 5.1.4 Workers' Compensation at statutory limits.
- § 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.
- § 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

- § 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.
- § 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.
- § 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.
- § 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

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§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Owner: Tony Steinhardt III, Director of Economic Development and Redevelopment; City of Madison, Indiana; rsteinhardt@madison-in.gov

Contractor: Adam Owens, President/CEO; RL Turner; aowens@rhurner.com

ARTICLE 7 OWNER

Init.

User Notes

§ 7.1 Information and Services Required of the Owner

- § 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- § 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.
- § 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

- § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
- § 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.
- § 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

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ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

- § 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

- § 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- § 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

- § 8.4.1 Unless otherwise provided in the Contract **Documents**, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- § 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit **persons or** persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

- § 8.7.1 The Contractor shall obtain and pay for the **building** permit and other permits and governmental fees, licenses, and **inspections necessary** for proper **execution** and completion of the Work.
- § 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract **Documents**, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

- § 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- § 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- § 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.
- § 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.
- § 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.
- § 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

- § 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- § 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.
- § 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

- § 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.
- § 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
- § 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

- § 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.
- § 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment

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of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

- § 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- § 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- § 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.
- § 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

- § 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

- § 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.
- § 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.
- § 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

User Notes:

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

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- § 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
- § 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

- § 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- § 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.
- § 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

- § 16.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.
- § 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
 - .1 take possession of the site and of all materials thereon owned by the Contractor, and
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.
- § 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

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§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)
Tony Steinhardt III Director of Economic
Development and Redevelopment

(Printed name and title)

Init.

CONTRACTOR (Signature)

Adam Owens President (Printed name and title) LICENSE NO.: JURISDICTION:

Additions and Deletions Report for

AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Sixth day of February in the year Two Thousand Twenty Three

City of Madison, Indiana 101 West Main Street Madison, IN 47250 (812)265-8300

RL Turner 1000 West Oak Street Zionsville, IN 46077 (317)873-2712

Crystal Beach Swimming Pool Replacement General Construction Package Madison, IN 47250

The scope of work is the construction of a new pool, pool deck and associated work. Scope also includes miscellaneous improvements to the building and grounds surrounding the pool.

K. Norman Berry Associates Architects, PLLC 815 W. Market St., Ste. 502 Louisville, KY 40202 (502)582-2500 PAGE 2

2 the drawings and specifications prepared by the Architect, dated <u>November 11, 2022</u>, and enumerated as follows:

AQ2.2 Unnamed General

 G100
 Cover

 TS100
 Site Survey

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CD100	Site Layout
•	
<u>CD101</u>	Erosion & Settlement Ctrl Plan
CD102	Grading Site Plan
and the second s	Civil Details
<u>CD103</u>	
CD104	Drainage Plan
44-44	Plan/Profile Storm Sewer Line
<u>CD105</u>	
	" <u>A"</u>
CD106	Plan/Profile Storm Sewer Line
<u>CD106</u>	
	"B"
CD107	Plan/Profile Storm Sewer Line
<u>CD107</u>	
	"C"
Ct	NAME AND ADDRESS OF THE PARTY O
Structural	
S001	Structural General Notes
	Structural General Notes
<u>S002</u>	
S003	Statements of Inspect./Testing
S101	Basement Foundation Plan
<u>S102</u>	Pool Foundation Plan
S201	Typical Foundation Details
	Foundation Details
<u>S202</u>	
S203	Foundation Details
<u>S204</u>	Foundation Details
<u>S205</u>	Foundation Details
S206	Foundation Details
	Foundation Details
<u>S207</u>	Loundation Details
<u>Architectural</u>	
	Door Types & Details
<u>A000</u>	
A001	New Construction Site Plan
A100	New Const. Basement Plan
	First Floor Plan
<u>A101</u>	
A111	Concession Plan & Elevations
	Details
<u>A700</u>	Details
<u>Aquatics</u>	
AQ0.0	Pool Reference Plan
<u>AQ1.1</u>	Leisure Pool Sections
AQ1.2	Leisure Pool Details
	Leisure Pool Details
<u>AQ1.3</u>	
<u>AQ1.4</u>	Leisure Pool Details
<u>AQ1.5</u>	Leisure Pool Details
<u>AQ2.0</u>	Location Point Schedule
AQ2.1	Location Point Plan
	Pool Piping Notes/Schedules
<u>AQ3.0</u>	1 OUT I THINK INDICES/ Deficulties
AQ3.1	Pool Suction Piping Plan
	Pool Return Piping Plan
<u>AQ3.2</u>	
<u>AQ4.0</u>	Pool Mech. Notes/Schedules
AQ4.1	Pool Mech. Rm. Plans/Sections
	Surge Tank Plan & Sections
<u>AQ4.2</u>	
AQ4.3	Pool Mechanical Details
	Pool Mechanical Details
<u>AQ4.4</u>	
AQ4.5	Pool Mechanical Details
AQ4.6	Pool Mechanical Details
<u>AQ5.0</u>	David Cantonia Calconiatio
	Pool Systems Schematic
Utility	Pool Systems Schematic
Utility	
<u>U100</u>	Pool Systems Schematic Site Plan
<u>U100</u>	
U100 Plumbing	Site Plan
U100 Plumbing P001	Site Plan Plumbing Information
U100 Plumbing	Site Plan Plumbing Information Plumbing Details
U100 Plumbing P001	Site Plan Plumbing Information

<u>P200</u>	Plumbing Specifications
<u>P201</u>	Plumbing Specifications
Mechanical	
<u>M001</u>	Mechanical Information
<u>M100</u>	Basement Fl. Plan-Mechanical
<u>M200</u>	First/Second Fl Plan-Mech.
<u>M700</u>	Mechanical Specifications
<u>M701</u>	Mechanical Specifications
Electrical	
E010	Electrical Information
E020	Electrical Schedules
E030	Electrical Details
ED100	Bsmnt/1st Fl. Plan-Elect. Demo
E100	Floor Plan – Lighting
<u>E101</u>	1st/2nd Fl. Plan - Lighting
E200	Floor Plan-Power & Systems
E201	Floor Plan – Power & Systems
E202	Electrical Site Plan
E500	One Line Diagram
E600	Panel Schedules
E700	Electrical Specifications
E701	Electrical Specifications
E702	Electrical Specifications
Invitation to Bid	
Instructions to Bidders	AIA A701-2018
Rid Form	1 In contrast of contrast cont

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Instructions to Bidders	<u>AIA A701-2018</u>
Bid Form	
Contractor's Bid for Public	
Work – Form 96	
Contract Agreement	AIA A105-2017
Performance & Payment Bond	AIA A312-2010
General Conditions	AIA A201-2007
Amendment to General Cond.	
Geotechnical Report	
<u>01 10 00</u>	Summary
<u>01 21 00</u>	Allowances
<u>01 22 00</u>	Unit Prices
<u>01 23 00</u>	Alternates
<u>01 32 00</u>	Const. Progress Documentation
<u>01 32 33</u>	Photographic Documentation
<u>01 33 00</u>	Submittal Procedures
<u>01 50 00</u>	Temp. Facilities & Controls
<u>01 73 00</u>	Execution
<u>01 77 00</u>	Closeout Procedures
<u>02 41 20</u>	Selective Demolition
<u>03 45 00</u>	Precast Architectural Concrete
<u>04 01 40</u>	Stone Repair
<u>04 20 00</u>	Unit Masonry
<u>04 43 13</u>	Anchored Stone Masonry
<u>05 50 00</u>	Metal Fabrications
<u>06 10 00</u>	Rough Carpentry
<u>07 11 13</u>	Bituminous Dampproofing
<u>07 21 00</u>	Thermal Insulation
<u>07 62 00</u>	Sheet Metal Flashing and Trim
<u>07 92 00</u>	Joint Sealants
08 11 13	Hollow Metal Doors & Frames

	08 41 13 08 71 00 08 80 00 09 22 16 09 91 00 13 14 13 31 10 00 31 23 19 Appendix 1	Alum. Framed Entrances & Storefronts Door Hardware Glazing Non-Structural Metal Framing Painting Swimming Pools Waterslides Site Clearing Dewatering City of Madison Construction Standards		
PAGE 5				
	Addendum #1 Addendum #2 Addendum #3	11/16/22 12/3/22 12/8/22	1 54 14	

	VE Revisions as per attached sur	mmary dated 1/30/23.		

[<u>X</u>]	By the following date: May 1, 20	024		
Seven Millio	on Two Hundred Seventy Thousand	1 Twenty-One dollars (S 7,270,02	21.00_)	
Alternate #2	Secondary Waterslide - \$200,729. Irrigation System \$33,263.00 Extend Construction Period (\$400			
Mi	scellaneous modifications and repa	irs		
to	existing structure to remain scellaneous excavation and earthwo	<u>\$15,000.00</u>		
77.				
2. (3.)	Common Excavation Granular Fill Furnish and Install 2/4" Pex piping	CY CY LF		\$32.00 \$106.14 \$203.00
	hangers/supports Furnish and Install ¾" Type "L" co	pper <u>LF</u>		<u>\$255.00</u>
pip	oing w/hangers/supports 1" thick fiberglass insulation with a			<u>\$99.00</u>
jac <u>6.</u>	ket on ¼" pipe Freezeproof wall hydrant and 10'-0			<u>\$870.00</u>
7.	x piping, w/hangers/supports Furnish and install 2" Schedule 40	<u>PVC</u> <u>LF</u>		<u>\$13.00</u>
8.	oing (below grade) Duplex wall receptable with 25'-0" d wiring	of conduit EA		<u>\$290.00</u>

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and wiring

9. 60A Nema 1/3R fused disconnect	EA	\$435.00
10. Provide and install 1" EMT empty conduit including all connectors	10 LF	<u>\$78.00</u>
11. 3#12 wiring	10 LF	\$22.00
12. 3#10 wiring	10 LF	\$32.00
13. Yard Inlet	EA	\$300.00
14. Area Deck Drain	EA	\$125.00
15. Sidewalk, Concrete 4"	SF	\$10.00
16. Compacted Aggregate, #53 base	CY	\$91.00
17. Stone Wall Restoration	SF	\$63.00
18. Concrete SOG Expansion Joint	LF	\$10.00
19. 1.5'x2' Box Culvert	LF	\$250.00
20. 15" RCP	<u>LF</u>	\$200.00

Progress payments to be made monthly for the percentage of work complete minus 10% retainage.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

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PAGE 7

- § 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard.
- § 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

 PAGE 8

Owner: Tony Steinhardt III, Director of Economic Development and Redevelopment; City of Madison, Indiana; tsteinhardt@madison-in.gov

Contractor: Adam Owens, President/CEO; RL Turner; aowens/a rlumer.com
PAGE 14

Tony Steinhardt III Director of Economic		
Development and Redevelopment	Adam Owens President	

Certification of Document's Authenticity AIA® Document D401™ – 2003

(Dated)

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached that simultaneously with its associated Additions and Deletions Report and this certification at 09:19:58 ET o under Order No. 4104237602 from AIA Contract Documents software and that in preparing the attached document I made no changes to the original text of AIA* Document A105 TM – 2017, Standard Short Fo Agreement Between Owner and Contractor, other than those additions and deletions shown in the assoc Additions and Deletions Report.	n 02/01/2023 1 final rm of
(Signed)	
(Title)	

Asphalt Paving • Concrete Construction • General Excavating • Sewer & Waterline Installation • Trucking • Complete Site Preparation

DATE: 1/26/23

TO: City of Madison

ATTN: Matt Woolard/Tony Steinhardt

FROM: Blake Kiefer

RE: Crystal Beach Basketball Court Paving + Sidewalk

Madison, IN

We propose to furnish all equipment, labor, and materials on the above mentioned project to complete the following items:

BASE BID work for the court resurfacing and exposed ag concrete construction which includes the following scopes of work:

- Asphalt work to include resurfacing existing basketball court with 1.5" average thickness surface mix asphalt including a tack layer sprayed on prior to paving. Patching/filling grass strip between sidewalk and Broadway Street, extending court up to telephone poles on the north side with asphalt, and extending asphalt area to the end of the fence, full width wide, on west end of court. Striping is included.
- Concrete work to include 100' x 8' wide exposed ag concrete sidewalk with 4" thickness that will run the length of court and butt up against asphalt court. Also includes 32' x 15' new exposed ag sidewalk area north of basketball court where decorative/recreational items will sit.
- Seeding & straw any disturbed areas is included.

LUMP SUM: \$26,650.00.

NOTES & QUALIFICATIONS:

- Owners to have structure and sidewalk demolished prior to work beginning, basketball goals will be adjusted/removed by owner as well.
- Owners to furnish and install benches, water fountain, bike racks, and bike repair station., and any other additional items.
- Striping of court will be done in red & white colors, owner to give us paint sample or product information prior to striping being completed.

Blake Kiefer	_Date	1/26/2023	
Authorized Signature – Blake Kiefer, Estimator			

Asphalt Paving • Concrete Construction • General Excavating • Sewer & Waterline Installation • Trucking • Complete Site Preparation

	Date	
If Accepted, Sign & Return		



Asphalt Paving • Concrete Construction • General Excavating • Sewer & Waterline Installation • Trucking • Complete Site Preparation

DATE: 2/1/23 (Updated quote #1)

TO: City of Madison

ATTN: Matt Woolard/Tony Steinhardt

FROM: Blake Kiefer

RE: Gaines Park Basketball Court Paving + Sidewalk

Madison, IN

We propose to furnish all equipment, labor, and materials on the above mentioned project to complete the following items:

BASE BID work for the court resurfacing and exposed ag concrete construction which includes the following scopes of work:

- Demo work to include removing and hauling off one play place structure, one swing set, and two basketball goals.
- Asphalt work to include any patching prior to resurfacing existing basketball court with 1.5" average thickness surface mix asphalt including a tack layer sprayed on prior to paving. Striping is included.
- Concrete work to include 160' x 8' wide exposed ag concrete sidewalk with 4" thickness that will run north-south the length of court and up to the existing brick sidewalk. Also includes adding-on an average of 6' of concrete in width around entire perimeter of shelter house. Also, includes a 30' x 40' or 70 LF of 6" curb.
- Seeding & straw any disturbed areas is included.

LUMP SUM: \$29,150.00.

Alternate #1:

• Price to resurface and stripe asphalt basketball court only.

LUMP SUM: \$9,700.00

NOTES & QUALIFICATIONS:

- Owners to have fencing in alley removed and tree on property removed prior to work beginning.
- Temporary construction access for our use off Broadway Street might be needed, we have accounted for that in this price.
- Owners to furnish and install any other additional items.
- Striping of court will be done in gold & purple colors, owner to give us paint sample or product information prior to striping being completed.

Asphalt Paving • Concrete Construction • General Excavating • Sewer & Waterline Installation • Trucking • Complete Site Preparation

Blake Kiefer	Date_	1/26/2023
uthorized Signature - Blake Kiefer, Esti	imator	
	_	
Accepted, Sign & Return	Date	
Accepted, Sign & Return		

Tony Steinhardt III

From: Nick Zamanov < nickz@Cyberswitching.com>

Sent: Thursday, January 26, 2023 4:04 PM

To: Tony Steinhardt III

Subject: Re: EV charging stations for Madison municipal lots

Attachments: CSE1-charger.pdf; CSE1 - User Manual(20220307).pdf; Pedestal Installation Manual.pdf;

Diagram.jpg; Ampup-2022.png; 2023 pricing.png

Tony,

It was a pleasure speaking with you earlier. As promised, please see attached user manual for the charging stations, on how to install the pedestal, datasheet, wire diagram, AmpUp current pricing and their new pricing, which would be effective from March on. Also, please see below the price for hardware, shipping, etc.

CSE1 Dual EV Charging station on pedestal, 48A on each port, 4G, RFID, 18ft - \$2690 ea CSE1 EV Charging station on pedestal, 48A, 4G, RFID, 18ft - \$1480 ea Ampup Yearly subscription (if purchased before March) - \$175/port per year AmpUp one-time activation fee - \$50/port Shipping via FedEx Ground - \$180 per unit (either single or Dual Charging station)

Please let me know if you have any additional questions. Have a great rest of you day!

Thanks,
Nick Zamanov | Director of Business Development
Cell: (408) 963 -8592
CYBER SWITCHING
1921 Ringwood Avenue,
San Jose, 95131

https://cyberswitching.com/

From: Nick Zamanov <nickz@Cyberswitching.com>
Date: Thursday, January 26, 2023 at 9:29 AM

To: tsteinhardt@madison-in.gov <tsteinhardt@madison-in.gov> **Subject:** Re: EV charging stations for Madison municipal lots

Hi Tony,

Thanks for contacting us. I would be happy to help you with any questions you have. Just tried to call you, but seems like there was a typo in the number. What would be the best phone number to contact you?

Thanks,

Nick Zamanov | Director of Business Development

Cell: (408) 963 -8592 CYBER SWITCHING





- A 2 Ports at Mulberry Street Lot
- B 2 Ports at the Main Street Lot
- C- 2 ports at the Riverfront Lot
- D- 1 Port at the Gateway Lot

Tony Steinhardt III Director of Economic and Redevelopment City of Madison, Indiana

Sunset Cinema LLC

2111 Cambridge Court, St. Marys, OH 45885 419-303-7371 or 419-305-6525

email: sunsetcinema.llc@gmail.com website: sunsetcinema.fun

Personal Services Agreement

Agreement made between Sunset Cinema LLC (hereby referred to as SSC) and City of Madison, Indiana (hereinafter referred to as 'PURCHASER'). It is mutually agreed between the parties as follows.

The PURCHASER hereby engages SSC and SSC hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth, including those entitled "Additional Terms and Conditions".

- 1. Place of Engagement: Bicentennial Park
- 2. Contact person: Hannah Fagan
- 3. Engagement date(s): May 26th, June 28th, July 21st, August 25th, September 29th
- 4. Movie Title: TBD
- 5. Movie Run Time (greater than 2.5 hours adds \$50/.5 hour) TBD
- 6. Approximate Start Time: Sunset
- 7. Screen Size: 30 Foot Screen
- 8. Generator: No +\$50
- 9. Number of shows: Five
- 10. Agreed total price: \$7125
- 11. Form of Payment: Check
- 12. Notes:

Payment to be made to Sunset Cinema LLC or their representative by City of Madison, Indiana or their designee who will be solely responsible for total payment. The <u>signed</u> contract may be returned to the email address or physical address listed above is due on March 24th, 2023. Return one signed copy of the contract and keep one for your records.

The balance of \$1425 (per movie) is payable to Sunset Cinema LLC, and is due May 26th, June 28th, July 21st, August 25th, September 29th or at the beginning of each engagement before setup.

Additional terms and conditions: Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site staff/event. Cell#

	e	<u> Anthony Taylor Mark Huber</u>	
PURCHASER		Sunset Cinema LLC	_

The above signatures confirm that the parties have read and approved each and all the additional terms and conditions. *Are the date, time, and location correct??!!* Thanks for your business.

Sunset Cinema LLC Contract Rider

Please read and understand the following conditions, and sign/date the bottom of the rider. If you have any questions, please bring them up promptly. Thanks.

- 1. **CONTRACT**: The signed contract must be received by the due date listed above for the contract to be valid.
- 2. **LOAD IN:** Purchaser will provide accurate directions to the site, and access to the site by at least 4 hours prior to the showing. The location must have an accessible same-level load-in area, or an elevator to transport equipment.
- 3. **SETUP:** The screen must be placed on a clean, dry, level surface at least 40 ft. wide, with access to the show area by vehicles. The location must provide a minimum setup area of 40'x40', and a minimum ceiling clearance, if applicable, of 30 feet. Stakes will be inside of a roughly 60x50ft. area. The 3/4-inch-thick stakes must be 28 inches into the ground. If the location is not on dirt or grass, the purchaser must provide suitable ballasts of at least 800 lbs at 4 spots around the screen. These can be water filled barrels, etc. Please contact us in advance if we are setting up on pavement/concrete/etc. The location must be free of any aerial or ground obstructions 30 feet high and 30 feet behind the screens. Please advise us if there are any utilities/water lines/pipes etc. 24 inches or less depth in the area of the screen. A completely dark viewing area is needed in order to have the highest quality of picture. Please be able to turn off any surrounding lights. Failure to have control of lighting in the area can drastically reduce the image quality and will thus provide a subpar experience to viewers. Headlights from nearby vehicles shining across the screen will also greatly impact picture quality.

SSC begins setup approximately 2 hours prior to the movie time/sunset. The screen and sound system will be set up within approx. one to two hours, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The screen will begin deflating approx. 5-10 minutes after the end of the movie. After the movie, all equipment will be removed within 1.5 hours. Please ensure that we have access to the site for at least 1.5 hours after the movie ends.

- 4. POWER: Purchaser agrees to provide sufficient power at the site. We need a maximum of four 20 amp (normal household outlet) circuits. These need to be on separate 20 amp breakers, not four outlets that run off the same breaker. If you do not have enough circuits, or are not sure, let us know and we can arrange a rental of our generator for power for \$50. Power must be located no more than 80 feet from the screen area. Lack of adequate site power to properly run the equipment is not the responsibility of SSC. We cannot be held responsible for instances where power is disrupted for whatever reason, be it caused by circuit breakers tripping, power outages or our supply being disconnected by third parties, either willfully or by accident. External equipment requiring electrical power (cotton candy machines, popcorn machines, DJ equipment, etc.) may not be plugged into the same power supply as that which is needed to run SSC equipment.
- 5. WEATHER: Weather is the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We will continually monitor the weather with our cell phones and maintain contact with purchasers. You may shift event dates due to forecasted inclement weather, but the availability of the new date is not guaranteed until confirmed by SSC. Decisions concerning canceling the event due to weather should happen prior to SSC staff leaving

for the event, and no charges will apply if SSC hasn't begun traveling to the venue. If canceling after SSC staff has begun traveling to the event, the purchaser agrees to pay travel and labor costs of \$200.

If inclement weather occurs while the event is in progress, and less than 50% of the film is presented, SSC guarantees the purchaser one make-up event in the current season on an agreed upon date. The purchaser will be charged a fee of \$200 to cover labor and travel costs for the new event date.

Screens can take winds up to 20 mph (when trees start to sway vigorously). We can set up equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 20 mph. Our technicians utilize a handheld anemometer to check wind speeds. Wind Speeds beyond 20 mph, they will immediately deflate the screen. The screen can safely deflate in less than 20 seconds.

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) SSC reserves the right to protect its own equipment by canceling setup/production. SSC reserves the right to delay setup or to pause the production until suitable weather conditions exist.

6. MOVIE: Movies must be licensed DVD's. Licensing must be obtained by the purchaser for the event location. Movie licensing must be taken care of before you begin advertising the title of your movie. Visit www.swank.com for information on film licenses for the title you want. The selected film must be available on DVD. Also, advertising restrictions may apply. Additionally, SSC reserves the right to not show any videos or clips that contain any nudity, graphic violence, or explicit language, particularly if any guests may be under the age of 18. SSC is not responsible for any liability due to, but not limited to, video content or licensing.

Movies with run times greater than 2.5 hours will include an additional fee of \$50 and an additional \$50 for each .5 hour beyond 2.5 hours.

- 7. **RENTAL PACKAGE:** Every SSC event includes the following: Our inflatable movie screen, a projection system, a pro-audio system, on-site technicians, event liability insurance, generators if needed* (sufficient only for our equipment), an anemometer for measuring wind speed, and backup systems for some of the equipment. Should a bulb fail in the projector, the second bulb in the projector will allow the show to continue, with some reduction in brightness. In the rare event of the total failure of some vital equipment, SSC will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.
- 8. **ADS PRIOR TO MOVIE:** If you intend to have other media such as sponsorship ads presented onto the screen, SSC is not responsible for it to properly work. Our equipment can handle some burned DVD's and laptops with HDMI or VGA ports.
- 9. SAFETY: No guests are permitted on or near the screen (i.e. kids) or in the projection area.

 Damage to our equipment caused by moviegoers is the responsibility of the purchaser.

 Purchaser is responsible for crowd control and security. SSC reserves the right to pause or end the event if security, crowd control, or safety concerns arise.

Tips

What time should the movie begin? 15-20 minutes after sunset is perfect timing. Sunset times for your city are available at www.weather.com. Enter your zip code and look for "Averages & Records". Next, click on the month and look for the Sunset column. Remember, June has the longest day times.

If sunset is too late to begin, we'll begin when the event organizer tells SSC staff to begin the movie. Purchaser understands that this will not allow for best picture quality. If you want to wait until the image is at its best, plan on waiting another 20 minutes.

How far must the projector be from the screen? Projection is front projection, which means from the viewer's side. For our screen, the projector will end up between 40-60 ft. away.

The projector is usually in the middle of the audience, about 3 ft off the ground. This will not block the best audience view of the screen.

How heavy are your screens, will they damage the grass? The screens are from 200-400 lbs. And the screen equally distributes the weight over its' large surface areas. It will not damage or leave ruts in your grass.

Do you need to drive on our lawn to deliver the equipment? In most cases yes, but if a flat hard surface leads to the setup location, we can place the equipment without vehicles. Driving vehicles directly onto the setup area greatly speeds up setup and tear down.

X	Date	
I have read, understood, and agree to the above terms		

RESOLUTION NO. ____-2023

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING CLOSING A CERTAIN PORTION OF WALNUT STREET FOR WALNUT STREET FIRE COMPANY

WHEREAS, there has been a request filed by Frank Taff on behalf of the Walnut Street Fire Company for a street closing in conjunction with the fire company's 150 year celebration to be held on Saturday, March 18, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that Walnut Street from north of the O.V.O. parking lot to south of Third Street shall be closed on Saturday, March 18, 2023, from 9:00 a.m. until 6:00 p.m.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said street as closed shall be under the supervision and control of the Walnut Street Fire Company at the times noted above for the year 2023.

ADOPTED this day of Februar	y, 2023.
	Bob G. Courtney, Chairman
	Karl Eaglin, Member
(SEAL)	David Carlow, Member
ATTEST:	
Kathleen M. Rampy, Clerk-Treasurer	

City of Madison Street/Sidewalk Closing Request Form

101 W. Main Street Madison, IN 47250 Ph (812) 265-8300 Fx (812) 265-3349



REQU	ESTER		
Group/C	Organization	Phone	12 0170
Address	WUT ST. FIRE CO	7. // Fax	12 701 9622
4	24 WAINGT ST	· Fax	
71/	14D150N	Email	KEAGhin @ CINERY MET
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Chief of P	olice		
Street Dep	partment		
ire Chief			
Сору:	Police	Questions?	
. •	Fire	Call Tammy Acosta	
	Communications	PH (812) 265-8300	
*Please	provide a map with your proposed stre	et closures highlighted.	
	ust apear before the Board of Public W		lewalk closing to be considered.

The City of Madison, Indiana

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Action Center

Action Center Home | Login

Thank you for your submission. The following contains details about your submission.

Print This Page

Submission Confirmation

Tracking Number: 2023-WQ2R74

Confirmation

Thank you for submitting the event plan application. It is your responsibility to complete your application by submitting your site plan map and other required documents at least six weeks prior to the event's start. All required materials should be sent to Hanna Fagen at hfagen@madison-in.gov.

Submitted Information

Contact Information

Event Organizer's Name:: Frank Taff Event Organizer's Title:: Fireman

Event Organizer's Email Address:: keaglin@cinergymetro.com

Event Organizer's Phone Number:: 812-701-9622

Event Details Overview

Event Name:: Walnut Street Fire Company 150th Anniversary Party

Event Location(s):: Walnut Street Firehouse

List the date(s) and time of the event, including set up and tear down:: March 18th, road closure at 9 a.m. and removed at 6 p.m.

Party from 10 to 4 p.m.

Provide a description of the event:: Food trucks and open house with static displays

Describe the main purpose of the event:: Celebrate the fire house 150 years

Provide an overview of the event's key entertainment, including live performers, activities, etc.: State Rep Randy Frye will be invited

to speak as well as the mayor

Who is the targeted audience?: Our community

Will the event include food and beverage vendors? Check all that apply.: Food Vendors

Is this a public or private event?: Public

If the event is public, is the event free or will tickets be sold?: Free

How is the event being promoted?: Ad and radio station

List all streets and alley ways that will be closed for the event. If none answer none.: Walnut Street will be closed south of E 3rd Street and north of the OVO parking lot.

List all streets and parking lots that will be no parking zones before and during the event. If none answer none.: Walnut Street will be closed south of E 3rd Street and north of the OVO parking lot. OVO parking lot will be event parking only

Which city parks, facilities, and public space are requested? If none answer none.: Just the street

Will the event require use of city electricity and/or water? Check all that apply.: No

Will the city stage be requested?: NO

Public Liability Insurance

I understand I must provide the city a certificate of insurance for my event and from the sub-contractors at the event.: I understand and will email all copies to hfagen@madison-in.gov.

Contact List

List all key event contacts. Include name, title, and phone number:: Karl Eaglin and Frank Taff

List all vendors and include details as noted above:: One or two food trucks that already have permits at the health department

Event Running Sheet

Provide a detailed running sheet. This may be emailed to hfagen@madison-in.gov: At 8 am event organizers will place road closure barricades, open house begins at 10 am and food will be served starting at 11. Road will reopen by 6 p.m.

Sary Plan Mac

Site Plan Maps are required as described in the city Event Planning Guide and Requirements, and must be emailed to hfagen@madison-in.gov to receive approval of use of city public spaces.: I understand I am required to submit a site plan map to receive approval for my event.

Survivers in a breamouth a Sobra area cha-

Does the event impact surrounding businesses and residents?: The event does not impact surrounding businesses and residents.

Provide programme Adjournment and in Miller

Location of fencing and barricades:: Barricade will be place on Walnut Street on the south side of 3rd and north side of the OVO parking lot. This will not have an impact on foot traffice

Location of diversion and road closure signs:: NOT applicable because of the small footprint

Time and date for installation of infrastructure:: March 18th at 8 am

Location of pedestrian entry and exit points at the event:: The street is completely open for access and egress

Timing of walkway closures and openings:: Not applicable Shuttle service pick up and drop off areas:: Not applicable

Access for people with disabilities:: Completely accessible. Handicap restroom available also.

Crowd Management Pta-

Who will take on what roles in regard to crowd management and what is the chain of command?: Karl Eaglin- this should not be an issue though as it is a come and go as you want type event

What is the capacity of the event footprint with all infrastructure in place?: 500

What is the expected size, demographic and nature of the crowd who will be attending your event?: 100-120 people throughout the day, families and older folks, there will be no alcohol

What communication methods will be used for your event to communicate with staff, volunteers, security, public safety, and those attending the event?: Cell phones

What crowd control measures such as barricades, signage, security will you be putting in place? Security is required for events with crowd sizes exceeding 500 people in one area.: Not applicable

Where will the event security be located? Security is required for events with crowd sizes exceeding 500 people in one area.: Not applicable

Will vehicles and crowds be separated or in the same area? If in the same area where will these vehicles be located?: Separated in a designated parking lot.

Frattic Menagement Plac

Locations of diversion and closure signs, road closures, barricades, traffic controllers:: Again on Walnut south of 3rd and north of the ovo lot

Timing of road closures and re-opening:: 8 am closed and 6 pm open

Implementation and management of closures and openings:: Event staff will place and remove barricades.

Emergency access routes:: The road will remain accessible for emergencies. If we have a fire we still have to get out.

Advertising of Road Clasures

Does the event involve major road closures?: The event does not involve major road closures.

Asserting Memorphism of President

Will vehicle access to the event space be permitted?: Vehicle access to the event space will not be permitted.

Contracting the property of the second of the contraction of the contr

All events in city public spaces and streets are required to submit an emergency and risk management plan as noted in the Event Planning Guide and Requirements.: I understand the event Emergency and Risk Management Plans must be emailed to hfagen@madison-in.gov.

Provide a detailed signage proposal. This may be emailed to hfagen@madison-in.gov.: Not applicable

Mary and Market September 2018.

How will the event manage trash pick up during and after the event?: We will provide our own trash barrels and removal

Will additional trash bins be requested for the event?: No

How many additional trash bins are requested?: 0

If using city trash bin, the event organizer is responsible for providing and removing trash bags from the bins.: The event will not require the use of city trash bins.

At the conclusion of the event, all displays, promotional material, excess trash, hazardous materials, and other equipment associated with the staging of the event, are to be removed and the area left in a clean and tidy condition.: I understand this is the responsibility of the event.

If the City of Madison is required to undertake any reinstatement, additional cleaning, or removal of trash or other materials, the event may incur a charge to restore the area to its pre-event condition.: I understand.

Waste, including vendor cooking grease, is not to be poured into storm drains, under any circumstance.: I understand.

Utilities Management Plan

List all locations where power will be requested:: NA

Provide specifications of power to be used (such as amperage and voltage):: NA

Provide the names, business names, and phone numbers of the certified electricians or generator companies engaged for the event:: NA

Provide a detailed contingency plan in the event of a black out:: Not applicable this is a day time event

Provide details of how lighting will be provided to guarantee the safe access and egress into the event:: NA

Please note fees apply for use of city electric and the event organizer is responsible for ensuring that any independent operators comply with the appropriate safety regulations.: Electricity is not needed.

Will use of city water meters be requested at the event?: No.

The event organizer is responsible for proper coverage of electrical cords, water lines, and all other tripping hazards, across streets and sidewalks.: I Understand.

If wastewater management plan is required of the event, please provide details:: We have restrooms inside the firehouse

Infrastructures, Facilities and Parks

List all infrastructure and facilities to be brought onsite for your event:: NA

All infrastructure and facilities to be brought onsite for your event must be included in your site plan map.: I understand.

Toilet Facilities

The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event, this includes City of Madison owned facilities in your event footprint.: I understand this is the event organizer's responsibility.

Parks Facilities

What park facilities are being requested?: None

The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event.: I understand.

City Parks

What city parks are being requested?: None

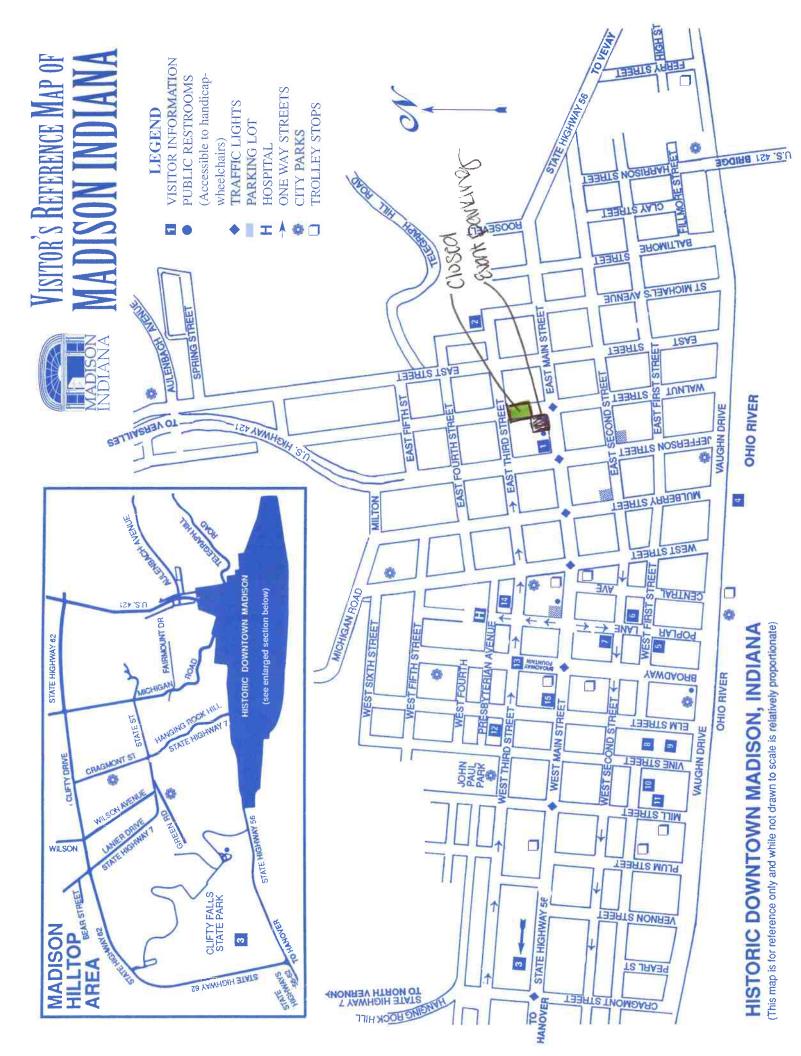
Prior to approval, event organizers must meet with the parks director to discuss all rules that apply to the applicable parks.: Not applicable.

Structures being placed in city parks must be listed on the event site plan map.: I understand.

Signature

Type Name:: Karl Eaglin
Type Date:: 1/20/2022

Online
Bill Pay City
Code Agendas
Minutes Phone
Directory Action
Center City
Services



AREA ATTRACTIONS

- 1 Madison Visitors Center, 301 E. Main. Visitor information, brochures & video presentation. Open weekdays, 9am-5pm; Sat, 9am-3pm; Sun, 10am-3pm
- 2 St. Michael The Archangel Church, 521 E. Third. 1839 Church constructed by Irish immigrant railroad workers from rock from the Madison Railroad Cut. Undergoing restoration. Open by appointment only.
- 3 Clifty Falls State Park entrances located off S.R. 56/62. Over 1,500 acres of beautiful scenic southern Indiana offering breathtaking vistas, waterfalls, Olympic pool, Nature Center, hiking trails and more. Open year around. Gate admission fee charged May-Sept.
- 4 Riverfront Walkway, Vaughn Dr. Site of several open-air festivals and frequent stop of riverboats. Public boat launching facilities available year around.
- 5 Shrewsbury-Windle House, 301 W. 1st. (1849) Francis Costigan, architect. Famous free-standing spiral staircase. National Historic Landmark. Open daily April-December. 10am-4:30pm. Admission \$3
- 6 Masonic Schofield House, 217 W. 2nd. (c. 1816) First 2-story brick tavern house in Madison. Grand Lodge Free & Accepted Masons of Indiana constituted here in 1818. Open April 1-Nov. 30. Mon.-Sat. 9:30am-1pm; Sun 12:30-4pm. Admission \$3 person, \$5 couple.
- 7 Jeremiah Sullivan House, 304 W. 2nd. Federal style, built 1818, Madison's earliest mansion. Open daily April thru Oct., Mon.-Sat. 10am-4:30pm; Sun. 1-4:30pm. Admission \$3
- **8** J.F.D. Lanier Mansion, 511 W. 1st. (1844) This Greek Revival mansion is a "must" for visitors. National Historic Landmark. Open all year. Tues.-Sat. 9am-5pm; Sun. 1-5pm Donation
- 9 J.F.D. Lamier Gardens Restoration of an 1850's heir-loom flower garden, dwarf fruit trees. Open from dawn to dusk.
- 10 Madison R.R. Museum, 615 W. 1st. (1895) The Station has an octagonal-shaped waiting room with stained glass panels. Open daily last weekend of April-Thanksgiving. Mon.-Sat. 10am-4:30pm; Sun. 1-4pm. Weekdays only, Dec-April. Admission fee \$2

- 11 Jefferson Co. Historical Society, 615 W. 1st. Exhibits devoted to stone cottages, Ohio River, steamboating, and Civil War. Gift Shop. Open daily last weekend of April-Thanksgiving. Mon.-Sat. 10am-4:30pm; Sun. 1-4pm. Weekdays only, Dec.-April. Admission fee \$2
- 12 Francis Costigan House, 408 W. 3rd, (c 1851) The house of architect of the Lanier and Shrewsbury-Windle house. Considered a masterpiece of design. Open April thru Oct. Sun., Mon 1:15-4:30pm. Admission \$3
- 13 Broadway Fountain, N. Broadway & Main. Presented in 1876 to the Philadelphia Centennial Exposition by the Republic of France and purchased by the Madison lodges of the IOOF in 1886.

Vaughn Drive

Madison, Indiana 47250 www.keywestshrimphouse.com

One block east of bridge on

- 14 Dr. William Hutchings' Office, 120 W. 3rd, A Perfectly preserved example of a mid-19th century office and a private hospital of a "horse & buggy" doctor. Open daily April-Oct. Mon.-Sat. 10am-4:30pm; Sun 1-4:30pm. Admission \$3
- 15 Jefferson Co. Public Library, 420 W. Main. Collection includes extensive local history & photo archives & genealogy dept. Mon.-Thurs. 9am-8pm; Fri.-Sat. 9am-6pm
- **Parks, City of Madison Madison has many parks that offer a variety of recreational opportunities, Picnic areas located in most parks, some with shelter houses.



Reference Map produced by:

Madison Area Convention & Visitors Bureau
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Madison, Indiana 47250

Telephone:

(812) 273-6557

I-866-Alvanna



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Larry & Jennie Roth

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Nightly, Weekly, Monthly and Corporate Rates Available



Change Order

PROJECT: (name and address)

Crystal Beach 400 W Vaughn Drive Madison, IN 47250

OWNER: (name and address)

City of Madison, Indiana 101 West Main Street Madison, IN 47250 **CONTRACT INFORMATION:**

Contract For: General Construction

Date: 02/02/2023

ENGINEER: (name and address)

KPFF Consulting Engineers, Inc. 125 South 6th Street, Suite 200 Louisville, KY 40202 CHANGE ORDER INFORMATION:

Change Order Number: 12, 17, 31, 32, 33, 34 Date: December 2022 and January 2023

CONTRACTOR: (name and address)

Poole Group 3295 S Farmers Retreat Road Dillsboro, IN 47018

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CCR 12 - Response to RFI 25 (Plumbing chase at 2nd Floor)	\$ 849.00
CCR 17 - Install Elevator Mechanical Room, Disconnects, and Connection to Transformer	\$ 8,571.00
CCR 31 - Relocate Outdoor Condenser for Elevator Area to North side of Building	\$ 5,576.00
CCR 32 - Provide and Install Four Sound Boots with Grilles	\$ 2,703.00
CCR 33 - Fire Devices for Elevator	\$ 12,791.00
CCR 34 - Labor for 1 Team day Overtime	\$ 3,225.00
CCR 35 - Deduction	(\$ 13,000.00)

TOTAL \$20,715.00

The original (Contract Sum) (Guaranteed Maximum Price) was

The net change by previously authorized Change Orders

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be

The Contract Time will be (increased) (decreased) (unchanged) by

\$ 2,608,400.00

-218,515

\$ 2,389,885.00

\$ 20,715.00

20,713.00

2,410,600.00 (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KPFF Consulting Engineers	Poole Group, Inc.	City of Madison
ENGINEER: (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
Gregory G Buccola, Managing Principal		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
02/02/2023		
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

TO OWNER.	TO CAMARR. City of Madison	PROJECT: City of Madison	Madison	APPLICATION NO.	۵	Distribution to:	
NON-MO	101 West Main Street	Murai	Mural Lot &	PERIOD TO 1,31/20/23	Semant	OWNER	
	Madison, iN 47250	Comfe	Comfort Station	PROJECT NOS.		ARCHITECT	
ROM CONTRACT	FROM CONTRACTOR Schutte Excavating, Inc.			CONTRACT DATE 5:27:2022	022		
	921 W Keegans Way						
	Greensburg, IN 47245						
CONTRACT FOR:	General Contracting						
CONTRAC	CONTRACTOR'S APPLICATION FOR PAYME	MENT		The undersigned Contractor certifi	es that to the be	The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor-	
application is made	Application is made for Payment, as shown below, in connection with the Contract Processing States, AIA Decisions (2702) is attraction	Desi		matter and belief the Work covered by this Application for Lymph has been comin accordance with the Contract Dexument, that all amounts have been paid by the	od by trus Applica	tradion and belief the vyork covered by this Application for Fayment has been complete. In accordance with the Contract Decument that all amounts have been baid by the	
ORIGINAL CO	ORIGINAL CONTRACT SUN	49	886 984 00	Contractor for Work which previous Certificates for Payment were issued and pa	s Certificates fo	x Payment were issued and par	
2. Net change by	Net change by Change Orders	₩.	8	ments received from the Owner, and that current payment shown herein is now due	nd that current p	payment shown herein is now due	
			SW FORD FORD	CONTRACTOR		ETHANY ANN BUSHHORN	
3. CONTRACT S	CONTRACT SUM TO DATE (Line 1 ± 2)	69	886,984,00	By	Morary Public	8113.	1.30/2023
4. TOTAL COMP	TOTAL COMPLETED & STORED TO DATE	4	114,818.00	Brad Schutt		SEAL	
TAIN	(GE:	00 00 00 00 00 00 00 00 00 00 00 00 00		State of Indiana	My Commiss	State of Indiana State Of State Of, 2029 My Commission Expires October 07, 2029	
Columns [9			Jane	30	day of January 2023	
b. (Colomn F	% of Stored Materia (Cetumn F on G703)			Notary Public:	mary	Unn Broknow	
Total Retaining Total in Co	Total Retainage (Line 5a + 5b or Total at Column Lon (2703)	49	11,481.80	Bethar My Commission expires	Sethany Ann Bushhorr 10/7/2029		
6. TOTAL EARNI	TOTAL EARNED LESS RETAINAGE	s,	103 336 20	ARCHITECT'S CERTIFICATE FOR PAYMENT	RTIFICAL	TE FOR PAYMENT	
(Line 4 less Line 5 Total)	ne 5 Total)			In accordance with the Contract Da	chitect certifies t	In accordance with the Contract Documents, based on on-site observations and the da compressing this application, the Architect certifies to the Owner that to the best of the	
7. LESS PREVIO	LESS PREVIOUS CERTIFICATES FOR PAYMENT	s		Architect's knowledge information quality of the Work is in accordance	and belief the V	Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contraction.	
8. CURRENT PAYMENT DUE	YMENT DUE	S	103,336.20	is entitled to payment of the Atach			
	TOTAL DESTRUCTION OF THE PARTY	6		AMOUNT CERTIFIED	931	\$ 103,336.20	
(Line 3 less Line 6)	BALANCE TO FINISH, INCLUDING RETAINAGE (Ling 3 less Line 6)	80	783,647.80	(Attach explanation if amount certified offiers from the amount applied for tells	fied differs from	the amount applied for this	
CHAN	CHANGE ORDER SUMMARY ADDITIONS	S DEDUCTIONS		an increase on this Application and on the commission offeet that are unique conform to the amount certified.	on the Commission	more Sheet that are minned to	
Total changes approved in previous months by Owner	in Owner			ARCHITECT: By. Jeffrey L Pitts	Date: 30 J	Date: 30 January 2023	
Total approved this Month				This Certificate is not negonable. T	The AMOUNT C	This Certificate is not nagonable. The AMOUNT CERTIFIED is payable only to the Certificate is not national property of payable only to the Certificate in the Certifi	
	TOTALS	,		raciot named nerem. Issuance, payment are acceptance of payment are without	ayment and acc	eplance of payment are will or	
NET CHANGES by Change Order	Change Order						

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

G702 - 1992

Document G703" - 1992

Continuation Sheet

containing Contractor's signed confliction is attached ATA DEGUZION GFO2, APPLICATION AND CERTIFICATIONFOR PAYMENT

In salidations below, amounts are stated to the recircal dollar

List Columnal on Contracts where variable trainings for liquiterias may apply

APPLICATION NO 1
APPLICATION DATE 1
PERIOD TO 1
ARCHITECT'S PROJECT NO 1/30/2023

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COAMPICTAL											Pavement Markings	Site Furnishings	Storm	Electrical	Landscaping	Irrigation	Asphalt	Unit Paving	Limestone Wall	Paving Specialty	Concrete	Civil Site Work	Demo	Bonds, Insurance, Mod	DESCRIPTION OF WORK		
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CH 726 723											4,250,90	67,780 00	16,500,00	1 % and 90	95,505,56	48,235.00	192,154,60	8,325,00	94,306,18	14,090,00	143.180.00	75,000,00	30,000,00	42,750.08	ANTA CENTING		2
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APPLICAT	APPLICATION AND CERTIFICATE FOR PAYMENTAIA DOCUMENT G702	ENT AIA DOCUMENT G702		PAGE CNE OF	2 PAGES
TO OWNER.	City of Madison	PROJECT: City of Madison	APPLICATION NO.	نني	Distribution to
		Cotomorgan Transporte	PERION TO	11200000	
	103 West Main Sireol	Calenay Lineanogue	DODO INCT MOS	1707 1707	
	Madison, IN 47250		TOOM COECULO		CONTRACTOR
EPON CONTRACT	COOM CONTRACTOR Schutte Frozvating Inc		CONTRACT DATE:	9/27/2022	
	CONTRACTOR MANAGEMENT AND				
	22 I VV Needlans 113				
CONTRACTICOS	Control Control of the Control of th				
CONTROL	CONTRACTOR'S ADDITION FOR PAYMENT	F	The undersioned Contra	for certifies that to	The understand Contractor certifies that to the bast of the Contractor's knowledge infor-
	And the contract as chawn below in connection with the Contract	•	mation and belief the Wo	rk covered by this	mation and belief the Work covered by this Application for Payment has been complete
Continuation Sheet	Continuation Sheet, AlA Document G703, is attached		in accordance with the C	ontract Document, t	in accordance with the Contract Document, that all amounts have been paid by the
ORIGINAL CC	ORIGINAL CONTRACT SUN	\$ 608,342.00	Contractor for Work which	h previous Certifical	Contractor for Work which previous Certificates for Payment were issued and par
	Chames Orders	·	ments received from the	Owner, and that cur	ments received from the Owner, and that current payment shown herein is now due
o Net change o	Net change by Change Chois	5	CONTRACTOR:	Schutte, Excavat	Schutte, Excavating RETHANY ANN BUSHHORN
3. CONTRACT S	CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 608,342.00	ó	Burlent	AFAI
4 TOTAL COMF	TOTAL COMPLETED & STORED TO DATE	\$ 81,925.00		asident	State of Indiana
5. RETAINAGE:					my confinesion Expires Colodel or, 2023
D. comme	% of Completed Work 8, 192.50		County of Decatur		2000
(Column	(Columns D + E on G703)		Subscribed and swort to paginscribe	Control Call	day or Movember
O (Column	Column F on G703)	¥.	Notary Public	Burnany	y the resonance
Total Retains Total in C	Total Retainage (Line 5a + 5b or Total in Column I on G703)	\$ 8,192.50	My Commission expires	Bethany Ann Bushhorn 10/7/2029	Jushhorn 29
	TOTAL GABRIED CCC DETAINAGE	73 732 50	ARCHITECT	S CERTIFIC	ARCHITECT'S CERTIFICATE FOR PAYMENT
I MA I lace line 6 Total	ine & Total		In accordance with the C	ontract Documents,	in accordance with the Contract Documents, based on on-site observations and the da
SOUTH THE STATE OF	alter or Locals		comprising this application	on, the Architect cer	comprising this application, the Architect certifies to the Owner that to the best of this
7. LESS PREVIO	LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 from prior Certificate)	9	Architect's knowledge, information and belief the Work quality of the Work is in accordance with the Contra is entitled to command of the AMOI INT, CEDITIETED.	formation and belied accordance with the	Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is availed to payment of the AMPLIAT CEDITECT.
3 CURRENT P	CURRENT PAYMENT DUE	\$ 73,732.50			Arch C.
			AMOUNT CERTIFIED		\$ 73,732.50
9. BALANCE TO FINE	BALANCE TO FINISH, INCLUDING RETAINAGE of the 3 lass line 63	\$ 534,609.50	(Attach explanation if arr	ount certified differs	(Attach explanation if amount certified differs from the amount applied for, loiting
Superior Company			all figures on this Applica	ation and on the Cor	all figures on this Application and on the Continuation Sheet that are changed t
CHA	CHANGE ORDER SUMMARY ADDITIONS	DEDUCTIONS	conform to the amount certified.	ertified.	
Total changes approved if previous months by Owner	roved ir		By Keit H	Date	Date: 1/10/23
Total approved this Monti	s Monti		This Certificate is not ne tractor named herein. Is:	gotiable. The AMOL strance, payment an	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Cor- tractor named herein. Issuance, payment and acceptance of payment are withor
NET CHANGES by Change Order			prejudice to any rights o	I the Owner or Conti	prejudice to any rights of the Owner or Contractor under this Contrac
an annual debat					

AIA DOCUMENT G702* APPLICATION AND CERTIFICATE FOR PAYMENT * 1992 EDITION * AIA * 1992 * THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 2000S-5292

Document G703" - 1992

Continuation Sheet

AIA DOCUMEN G702, APPLICATION AND CERTIFICATIONFOR PAYMENT. community Commune's agreed certification is sitached.

In tabulations below, attenues are stated to the nearest delian-tise Cohanal on Contracts where variable traumage for line items may apply

ARCHITECT'S PROJECT NO. APPLICATION DATE 11/29/2022

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APPLICAT	APPLICATION AND CERTIFICATE FOR PAYMENTAIA DOCUMENT G702	FOR PAYMENTAIA DOC	UMENT G702	PAGE ONE OF	PAGES
TO OWNER.	City of Madison	PROJECT: City of Madison	of Madison	APPLICATION NO. 2	Distribution to
	101 West Main Street	Gate	Gateway Enhancements	PERIOD TO 12/31/2022	DOWNER
	Madison, IN 47250			PROJECT NOS	ARCHITECT
FROM CONTRACT	FROM CONTRACTOR: Schutte Excavating, Inc.			CONTRACT DATE	CONTRACTOR
	921 W Keegans Way				
	Greensburg, IN 47240				
CONTRACT FOR	General Contracting				
CONTRAC	CONTRACTOR'S APPLICATION FOR PAYMENT	OR PAYMENT		The undersioned Contractor cartifes that to	The understoned Contractor certifies that to the heast of the Contractor's broughture, total
Application is made	Application is made for Payment, as shown below, in connection with the Contract	n with the Contract		mation and belief the Work covered by this	mation and belief the Work covered by this Application for Payment has been complete
Continuation Sheet 1. ORIGINAL CC	Continuation Sheet, AIA Document G703, is attached 1. ORIGINAL CONTRACT SUN	S	608 342 00	in accordance with the Contract Document, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and no	that all amounts have been paid by the
2. Net change b	Net change by Change Orders	son		ments received from the Owner, and that complete HANN ANN BUSHHOR	BETHANY ANN BUSHHORK
				CONTRACTOR: Sqhutte ExcaNg	calleting, Rublic - Commission # NP0648113
3. CONTRACTS	CONTRACT SUM TO DATE (Line 1 ± 2)	wa	608,342.00	Smillett	SEAL
4 TOTAL COMP	TOTAL COMPLETED & STORED TO DATE	S	138,975.00	Brad Schutte, President	My Commission Expires October 07 2029
5. RETAINAGE:	GE: % of Completed Work \$	13,897.50		State of Indiana County of Decatur	
(Columns	(Columns D + E on G703)			and sworn to befor	day of December 2022
(Column I	(Column F on G703)			Notary Public	and Bushace
Total Retaina Total in Co	Total Retainage (Line 5a + 5b or Total in Column I on G703)	€9	13,897 50	My Commission expires 107720	Bethany Ann Bushhorn 10/7/2029
6. TOTAL EARN	TOTAL EARNED LESS RETAINAGE	so.	125,077.50	ARCHITECT'S CERTIFICATE FOR PAYMENT	CATE FOR PAYMENT
(Line 4 less Line 5 Total)	ine 5 Total)			In accordance with the Contract Documents, based on on-site observations and the da	based on on-site observations and the da
7. LESS PREVIO	LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 from prior Certificate)	so.	73,732.50	Architects knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contract	the Work has progressed as indicated, the Contract Documents, and the Contract
9. CURRENT PAYMENT DUE	YMENT DUE	S	51,345.00	IS GROUND TO THE AMOUNT CENTERS	
9. BALANCE TO	BALANCE TO FINISH, INCLUDING RETAINAGE			AMOUNT CERTIFIED	\$ 51,345
(Line 3 less Line 6)	ne 6)	8	469,367.00	(Atlach explanation if amount certified differs from the amount applied for Initial	from the amount applied for Initia
CHAN	CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS		all figures on this Application and on the Continuation Sheet that are changed it conform to the amount certified.	Ninuation Street that are changed t
Total changes approved in previous months by Owner	oved it Owner			ARCHITECT: By Kirche Date	1/10/23
Total approved this Month				This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Cor	INT CERTIFIED is payable only to the Cor
MET CHANGES IN CHANGE	CIALS			fractor named herein. Issuance, payment and acceptance of payment are withou	d acceptance of payment are withou
וארו מוצאפרס מ				produce to any name of the Commer of Contractor under this Contrac	actor under this Contrac
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AIA DOCUMENT 6702 * APPLICATION AND CERTIFICATE FOR PAY 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-5292

G702 - 1992

Document G703" - 1992

Continuation Sheet

containing Contractor's signed condication is attached AIA Dogumen G702, APPLICATION AND CERTIFICATIONFOR PAYMENT

In abulations below: amounts are stated to the nearest dollar

Use Column Lon Contracts where variable reasings for line items may apply

APPLICATION NO APPLICATION DATE PERIOD TO: ARCHITECT'S PROJECT NO. 12/22/2022 12/31/2022

			Contract Con				_	None and the second	-			14	13	2		10	9	00	7	on O	5	-	2	-	3.	77. 20. 20.	-0
GRAND TOTAL																irigation	Asphall Paving - Standard Duty	Linestone Wall		Castino	Moving Bridge Part			Bonds, Insurance, Mod	DESCRIPTION OF WORK		
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668, 142, 99ES											Verez entre (un inserprendentes assez en entre passente) de la companya del companya de la companya de la companya del companya de la companya del la companya de la compan	784,50	20,850.00	96,000,00	61, 300,00	62,920,00	18,596,00	23.200.00	18, 949, 90	1, 200,00	1,500,60	49, 937, 80	114,100.00	24,875,00			
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G702 PAGE ONE OF 2 PAGES	APPLICATION NO: 3 Distribution in	cements PERIOD TO: 1/31/2/23	PROJECT NOS.	CONTRACT DATE: 927/2022				The independent Contractor seattle first and	Mation and helief the Work awared by this contractor's knowledge, infor-	in accordance with the Contract Document that all amounts been been as	608.342.00 Contractor for Work which previous Certificates for Payment were issued and pay	ments received from the Owner, and that current payment shown herein is now due	CONTRACTOR: SCHUIF PASSETHANY ANN BLISHHOPN	By: Brade Malan	158,949,80 Brad Schutte, President	State of: Indiana My Commission Expires October 07, 2029 County of Decature	f amo	15.894.98 My Commission expires 107/2029	143,054.82 ARCHITECT'S CERTIFICATE FOR PAYMENT	comprising this application, the Architect certifies to the Owner that to the best of the Architect certifies to the Owner that to the best of the Architect shrowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contract.	is entitled to payment of the AMOUNT CERTIFIED	AMOUNT CERTIFIED \$	465.287.18 (Attach explanation if amount certified differs from the amount applied for, initial	 all figures on this Application and on the Continuation Sheet that are changed to conform to the smooth certified. 	ARCHITECT: Date	deline and deline delin
APPLICATION AND CERTIFICATE FOR PAYMENTAIA DOCUMENT G702	TO CWINER. City of Madison	963	Manager, IN 47250	TACH TACH CK Schutte excavating, inc	921 vv Keegans Way	Greenstorg, IN 47246	CONTRACT FOR: General Contracting	CONTRACTOR'S APPLICATION FOR PAYMENT	Application is made for Payment, as shown below, in connector with the Contract	Continuation Sheet, AIA Document G703, is attached	ORIGINAL CONTRACT SUN	Net change by Change Orders			0	RETAINAGE: a. —— % of Completed Work \$ 15,894.96	(Columns D + E on G703) b. of Stored Materia (Column F on G703)	Total Retainage (Line Sa + 50 or Total in Column I on G703)	TOTAL EARNED LESS RETAINAGE \$ 143.00 (Line 4 less Line 5 Total)	LESS PREVIOUS CERTIFICATES FOR PAYMENT . (Line 6 from prior Cartificate).		BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 5) \$ 465.28	CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	Total changes approved ir previous manths by Owner	Total assessment flats Mount

AIA DOCUMENT G701 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 2008-5292

G702 1992

Document G703" - 1992

Continuation Sheet

AIA Document 6702, APPLICATION AND CERTIFICATION OR PAYMENT

containing Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest deliar

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APPLICATION NO 3
APPLICATION DATE 1/27/2023
PERIOD TO: 1/31/2023
ARCHITECT'S PROJECT NO:

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101 W Main St Madison, IN 47250 (812) 265-8324

<u>P.A.C.E.</u>

<u>Preservation & Community Enhancement</u> <u>Grant Program Midpoint Report</u>

Purpose: Application is hereby made to request 50% of the funding from the PACE Program. Forms must be accompanied by at least two photos showing the progress and one photo of the front of the building.

APPLICANT INFORMATION Date: / ユノーユヌ	
Property Owner Name: Melissa Lee - Mille,	
Mailing Street Address: 1019 W Qud St.	
city: Madison	State: <u>IN</u> <u>Zip: 47250</u>
Phone (Preferred): 812 - 599 - 4311	Phone (Alternate):
Email: MLM@Spectrotek.US	
PROJECT INFORMATION Street Address: 315 E 4th St.	
•	1/10th
Total Cost of Project (include all costs to complete the entire Estimated Date of Completion of Work: $\frac{2}{2}$	project): 1001C
•	
□ Hilltop	☑ Downtown
GRANT INFORMATION Rehabilitation	☐ Dilapidated ☐ Dangerous Structures Grant Buildings Grant
Total Amount of Grant Awarded (can be obtained from the o	ffice): 425,000.00
DESCRIPTION OF THE PROJECT Please describe the project elements that have been complet	
the East wall & foundation h	as buse repaired with new seel
Plate & footer, Stude & plywood	I have been replaced with new
Material, New culing and fl	on Joist throughout.
Pear addition removed to a	flow for the rebuild
west Wall foundation, See participates	agés are attacheden fixed & Reinforced.



101 W Main St Madison, IN 47250 (812) 265-8324

DETAILED PROJECT BUDGET WORKSHEET

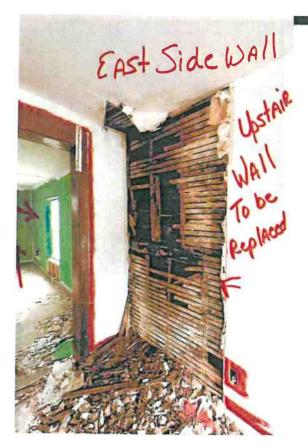
List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor.

Task	Description of Work and/or Material	Total Task	Amount of
#	Please Reference Appropriate Quote (Must be attached)	Budget	Grant Funds
		Ü	(50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Gost Wall Repair	16,000.00	
2	Floor & Cidenic Soist Repair	14573.59	
3	East Wall Foundation & Footer & Sal Plato	1468300	
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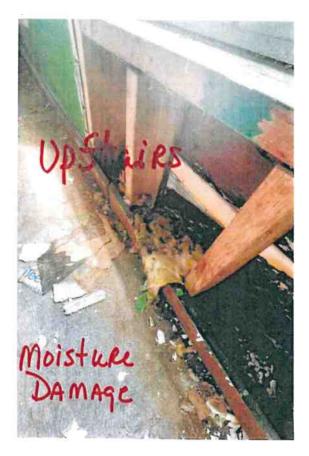
☐ Additional pages are attached.

I understand that the grant funds must be used only for the project described in this application. The work must be completed within twelve (12) months of the date that the grant is awarded. If a project is not completed the recipient(s) may request an extension to the City of Madison Board of Works and Safety. I understand that a failure to complete any project may result in the City of Madison placing a lien on the property in order to recover grant monies in the amount of monies received by Recipient(s). I understand that if any plans to the project change, I must notify the Director of Planning.

Applicant(s) Signature







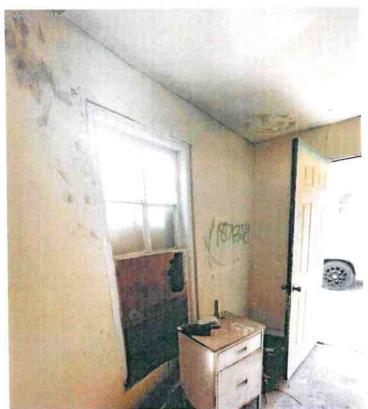




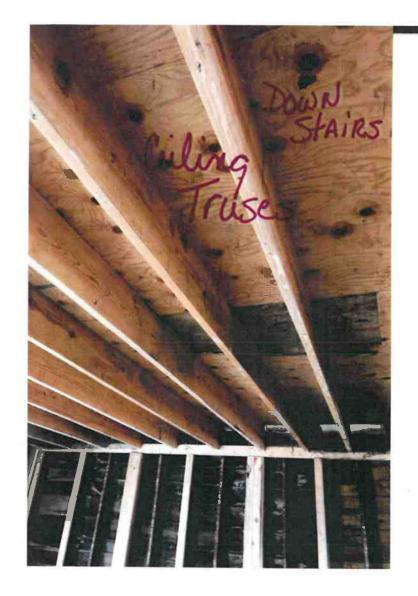


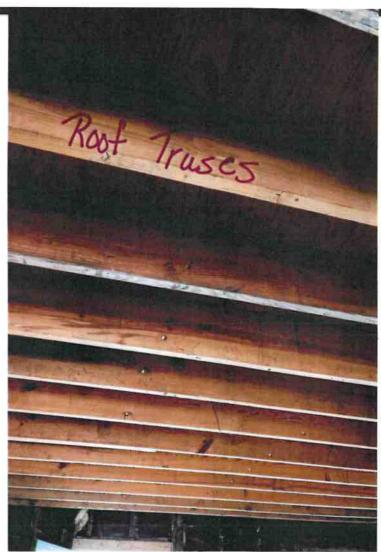


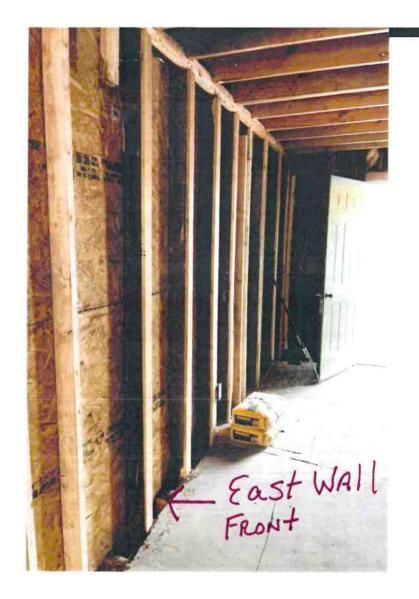


















P.A.C.E. Preservation & Community Enhancement Grant Program Final Report

City of Madison Office of Planning, Preservation, & Design 101 W Main St Madison, IN 47250 (812) 265-8300

Form # PACE final Rev. -

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all invoices and receipts must also be submitted.

APPLICANT INFORMATION Date: 1/11/23		
Property Owner Name: Matt Chandler		
Mailing Street Address: PO Box 63		
City: Madison	State: IN	zin: 47250
Phone (Preferred): 8125841376	Phone (Alternate):	Ζір
Email: matt@thechandlerhotel.com	Thome (Fineritate).	
PROJECT INFORMATION Street Address: 111 E 2nd St. Madison, IN		
Total Cost of Project Completed So Far: 1.2 Million		
Estimated Date of Completion of Work: Work identified	d below is complete	ed.
D Hilltop	2 Downtown	
GRANT INFORMATION Rehabilitation Grant Dangerous Bui Amount of Grant Approved (can be obtained from the office)		Dilapidated Structures Grant
Was a mid-sink and a to take the same		E No
DESCRIPTION OF THE PROJECT Please describe the project elements that have been completed project elements completed since that report was submitted. Repair of facade: replaced all front windows with all repaired all cornice and metal work, constructed new openings with new doors, major tuckpointing along gangway between buildings to stop water. Enhance pillars/beams, tuckpointed inside of building, took or patched damage roofing and sealed, reinforced bar	uminum clad/wood down approved storefront front and side of builded strutrucal integrity to the control of the	ouble hung sashes, opening, replaced door ing, repaired damaged by replacing reinforcing all
Additional p	pages are attached.	

Page 1 of 2

12/22/2021

DETAILED PROJECT BUDGET WORKSHEET

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Budget	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Lumber and materials from Bender Lumber		22,292.38
2	Lumber and front doors from Bender Lumber		25,151.85
3	Windows sashes from Bender Lumber		11,060.73
4	Amos Schwartz Construction Roof and Cornice Repairs		6,850.00
5	Amos Schwartz Construction Structural Repair		6,530.00
6	ASC-Facade Repair, scraping paint, tuckpointing, re-paint		7,600.00
7			
8			
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12			
	Totals		79,484.96

Additional pages are attached.

I certify that the project was completed and that	at all required documents are included in my final report packet. 1/11/23
Applicant(\$) Signature	Date
COMPLETED BY PLANNING OFFICE	
Application Accepted on:	Application Accepted by:
Application Approved on:	Application Approved by:
Documentation Review (Completed by Planning O Report form is complete At least 4 photos of work and 1 photo of t Copies of invoices and receipts submitted	the front of the building submitted

STATEMENT CUSTOMER PAGE DATE 80018 09/26/22 1 80018

STATEMENT

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Bloomington 6002 W. State Road. 46 (812)339-9737

Bedford Martinsville 3120 Brock Lane 550 W. Mitchell Avenue (812) 279-9737 (765) 342-9737

 Washington
 Columbus
 Paoli

 2112 E. State Street
 1425 California St. 1721 W. Main Street

 (812) 254-7774
 (812) 379-9566
 (912) 723-5742

Madison 3700 N ST Rd 7 (812) 265-9737

Linton 702 NW 13th Street (912)847-4433

THE CHANDLER LLC TO: 15874 POLING RD

FLORENCE, IN 47020

Due by the 10th of the month Thank you for being a valued customer!

AMOUNT REMITTED: \$

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a FINANCE CHARGE OF 1.75% per month on the unpaid balance or an ANNUAL PERCENTAGE RATE OF 21%. DUE BY THE 19th of the month.

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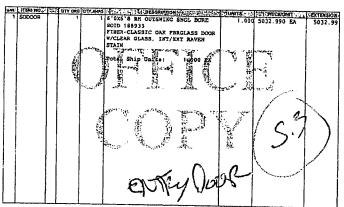
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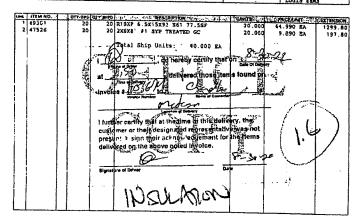
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Bedford 3120 Brock Lane 550 W. Mitchell Avenue (812) 279-9737 (765) 342-9737

Martinsville

 Washington
 Columbus
 Paoli

 2112 E. State Street
 1425 California St.
 1721 W. Main Street

 (812)254-7774
 (812)379-9566
 (812)723-5742

Madison Linton 3700 N ST Rd 7 702 NW 13th Street (812)265-9737 (812)847-4433

THE CHANDLER LLC TO: 207 JEFFERSON ST BOX 63

Due by the 10th of the month Thank you! You are our valued customer!

MADISON, IN 47250

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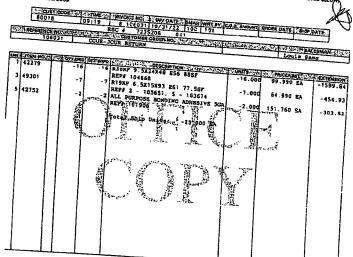
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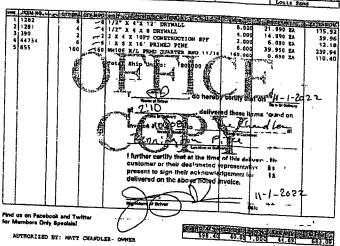
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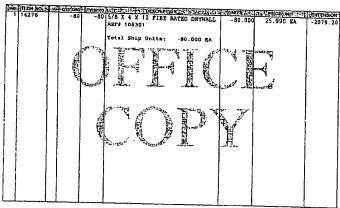
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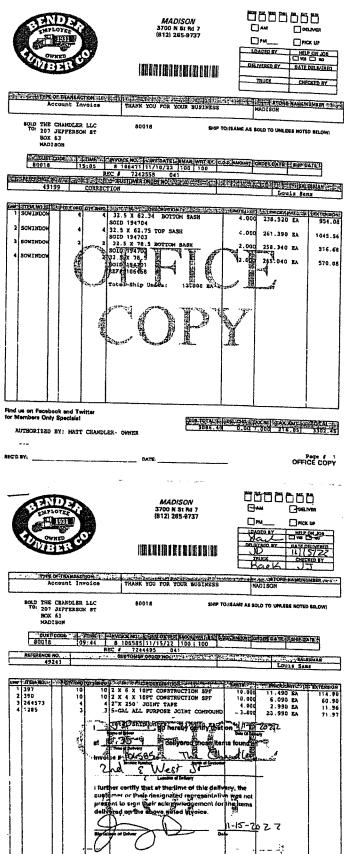
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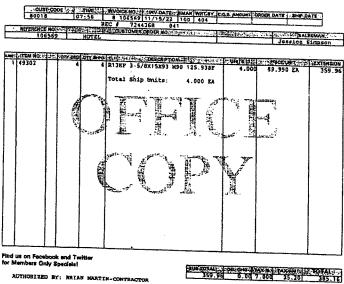


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MADISON 3700 N St Rd 7 (812) 265-9737

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SOLO THE CHANDLER LLC TO: 207 JEFFERSON ST BOX 63 HADISON

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AUTHORIZED BY: MATT CHANDLES- OWNER

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STATEMENT CUSTOMER PAGE DATE 80018 1

12/27/22 80018

STATEMENT

8

Bloomington 6002 W. State Road. 46 (812) 339-9737 Bedford

Bedford Martinsville
3120 Brock Lane (812)279-9737 W. Kitchell Avenue (765)342-9737

Washington 2112 E. State Street 1425 California St. 1721 W. Main Street (812) 254-7774

Columbus (812) 379-9566

(812)723-5742

Madison madison 3700 N ST Rd 7 (812)265-9737

Linton 702 NW 13th Street (812)847-4433

THE CHANDLER LLC TO:

207 JEFFERSON ST

BOX 63

MADISON, IN 47250

Due by the 10th of the month Happy Holidays! Thank you for being a valued customer!!!

AMOUNT REMITTED:S

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Past due accounts are subject to a FINANCE CHARGE OF 1.75% per month on the unpaid balance or an ANNUAL PERCENTAGE RATE OF 21%. DUE BY THE 10th of the month.

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MADISON 3700 N St Rd 7 (812) 265-9737

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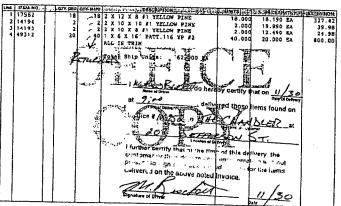
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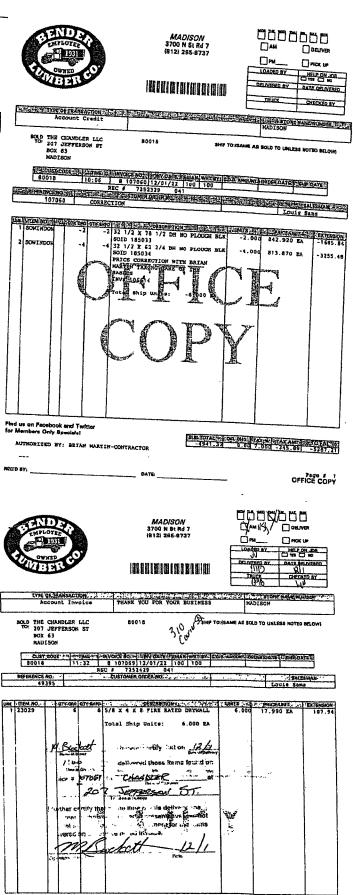
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AUTHORIZED BT: AMOS SCHWARTZ- CONTRACTOR

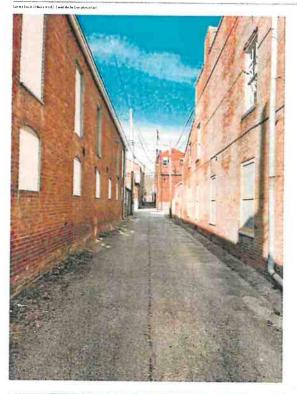
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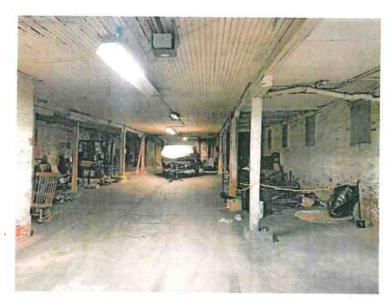
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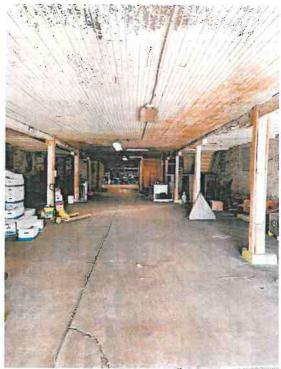


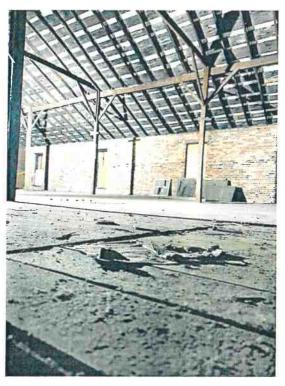




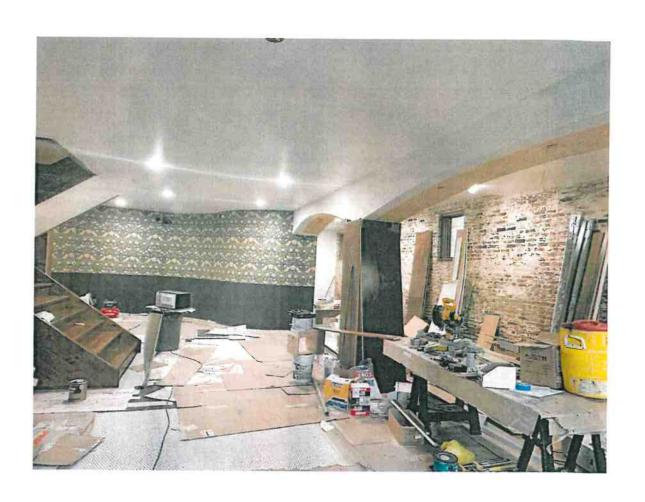




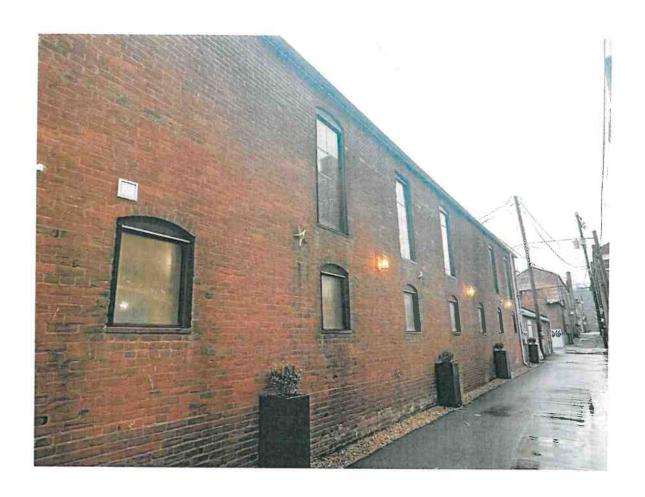








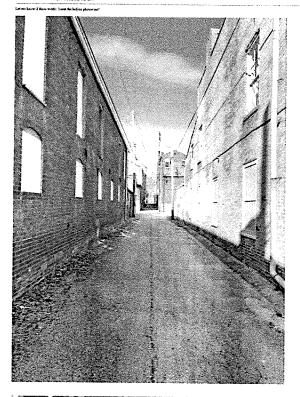


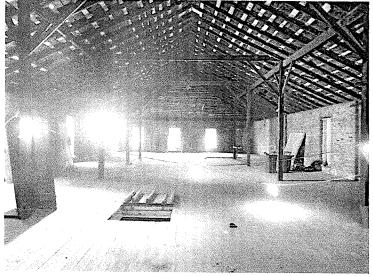


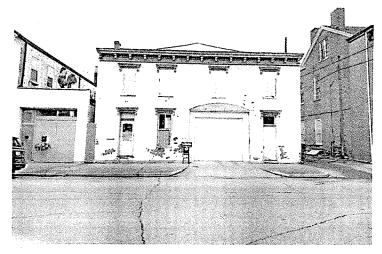


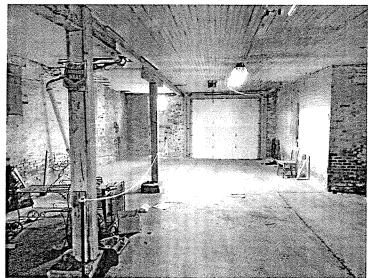


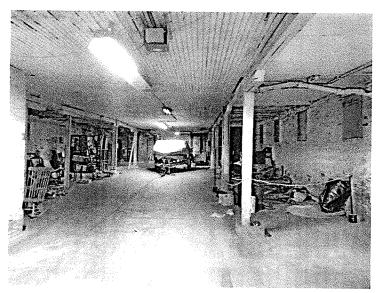
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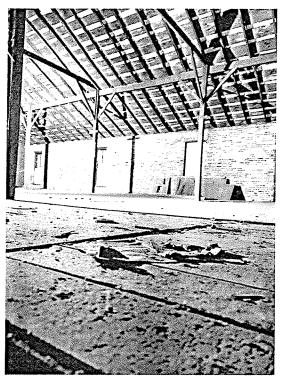




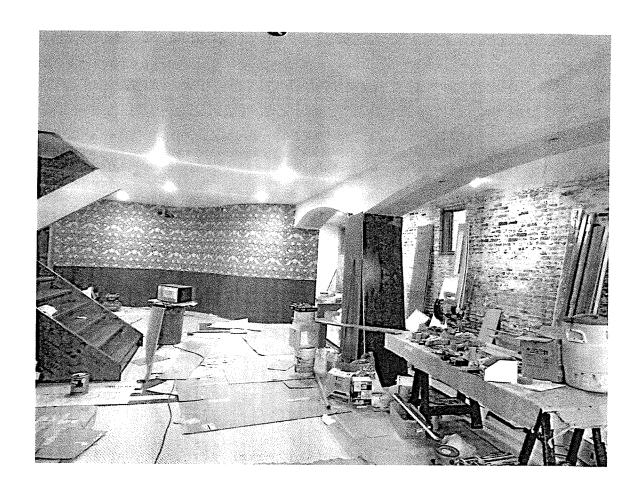






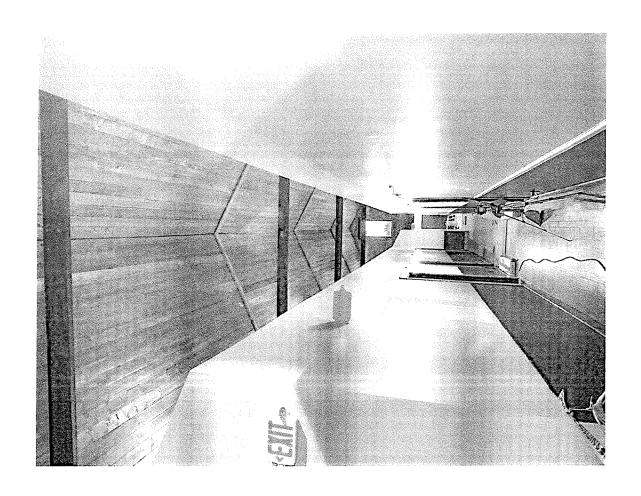


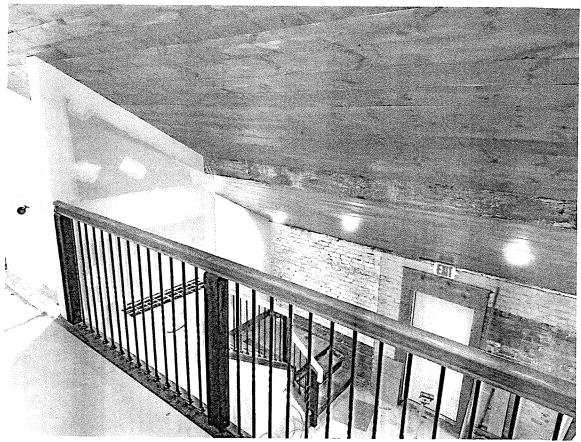












Requests, Mart



P.A.C.E.

Preservation & Community Enhancement Grant Program Final Report

City of Madison Office of Planning, Preservation, & Design 101 W Main St Madison, IN 47250 (812) 265-8300

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all invoices and receipts must also be submitted.

APPLICANT INFORMATION Date: November 18, 2022		
Property Owner Name: John Bruns		
Mailing Street Address: 930 Industrial Dr.		
City: Madison	State: IN	Zip: 47250
Phone (Preferred): 812-599-1000	Phone (Alternate)	
Email: jbruns@en-scape.com		
PROJECT INFORMATION Street Address: West First St.		
Total Cost of Project Completed So Far: 53,402.50		
Estimated Date of Completion of Work: 11/18/22		
☐ Hilltop	Downtown	
GRANT INFORMATION Rehabilitation Grant Dangerous B Amount of Grant Approved (can be obtained from the office	suildings Grant ce): \$22,445.00	Dilapidated Structures Grant
TITLE 11 14 A TOTAL OF THE PARTY OF THE PART	2 Yes	D No
DESCRIPTION OF THE PROJECT Please describe the project elements that have been complete project elements completed since that report was submitted.	ed. If a midpoint repor	t was submitted, only include the list of
Repair, tuck point, and infill stone foundation. Sup subfloor on main level and second floor.	pply and install floo	r joists and 3/4" OSB, T&G
☐ Additiona	l pages are attached.	

DETAILED PROJECT BUDGET WORKSHEET

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

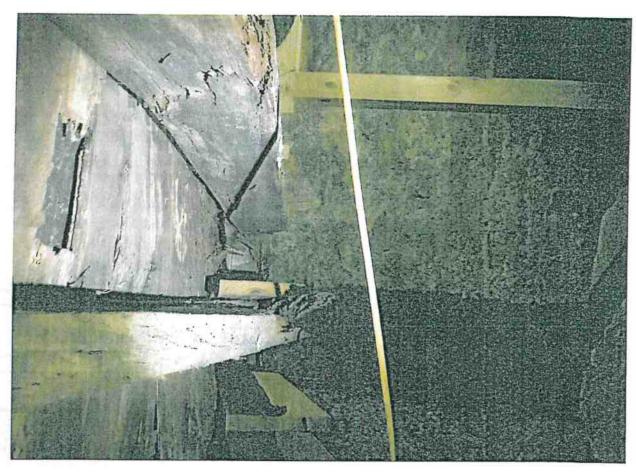
Task #	Description of Work and/or Mat Please Reference Appropriate Quote (Mu		Total Task Budget	Amount of Grant Funds (50% max)	
	SAMPLE: Lumber and supplies per sales ac	from Lowe's	\$1,076	\$538.00	
1	See attached invoice				
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	Totals				
	☐ Additional pag	ges are attached.	1		
certify	that the project was completed and that all required	documents are include	led in my final	report packet.	
9	ohn A. Bruns int(s) Signature	11/18/22	2		
Applica	ant(s) Signature	Date			
COMP	LETED BY PLANNING OFFICE				
	•	Application Accepted b			
Appl	Application Approved on: Application Approved by:				

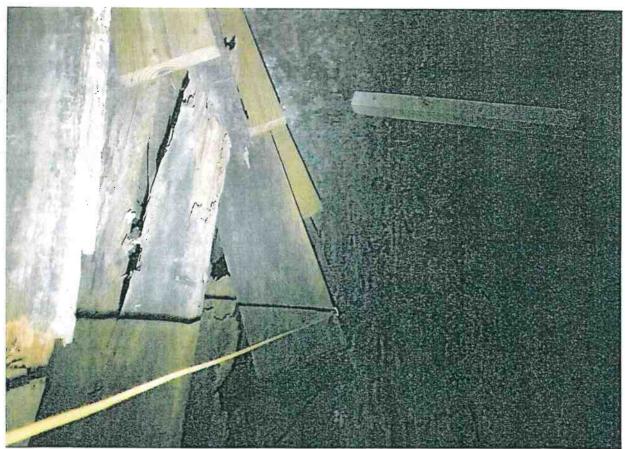
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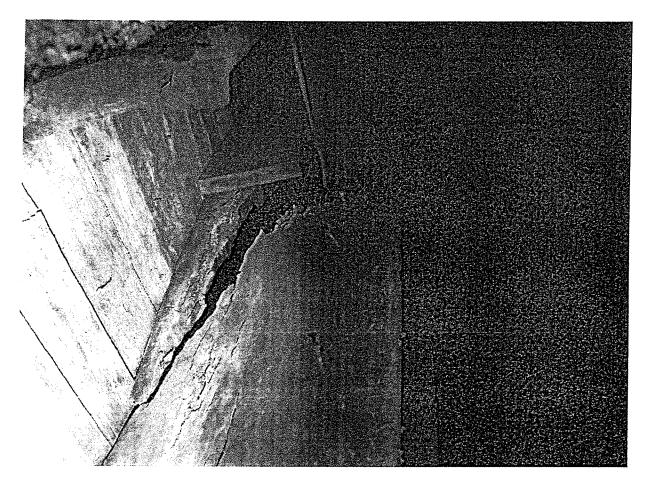
Documentation Review (Completed by Planning Office)

At least 4 photos of work and 1 photo of the front of the building submitted

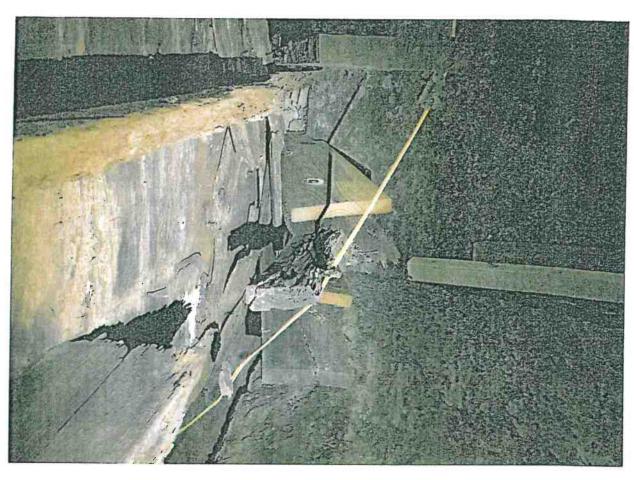
Copies of invoices and receipts submitted













Prickett Properties, Inc. 319 E Main Street Madison, IN 47250

812-273-6924 prickettproperties@hotmail.com

Invoice 22-1001

John Bruns

11/16/2022

Ref: Material and Labor for Demo at 1001 W 1st Street

This invoice is the final bill for the original estimate for the following work to be performed:

Item #1:

22,445.00

Labor and hauling to properly dispose of rear single story addition of home. Price includes cutting away addition from two story brick original part of home. Removing all footing and foundations.

Saving stone from foundation and putting in a pile on the SE corner of the lot. In-fill with compactible fill to make grade level after all footing and foundation have been removed.

Item #2:

Remove all floor joists, floor sheathing and walls from inside original two story brick home.

Repair, in-fill and tuck point stone foundation.

Supply and install new floor joists and 3/4" OSB, T&G subfloor on both main level and second floor.

Job site to be left clean and clear of all debris.

Extras:

1,597.50

Supply and place pea gravel and concrete support pad in crawl space.

Additional tuck pointing needed for structural integrity after drywall was removed.

765.00

Thank You.

Total Due:

\$24,807.50

Teresa Basham

for Mike Prickett

Due Date:

11/16/2022

Your prompt payment is greatly appreciated!

We accept all major credit cards. A convenience fee of 3.5% + 15 cents will be charged by the card processing company. We do not receive any portion of that fee.

Nicole Schell

From: Ryan Rodgers <ryan@pinelanellc.com>

Sent: Thursday, November 17, 2022 11:30 AM

To: John Bruns
Cc: Mike Prickett

Subject: Pace Grant additional work

Attachments: PXL_20221015_194525605.jpg; PXL_20221028_202525844_exported_15950.jpg

John,

All of the invoices are in for the Pace Grant work. There are several Items that had not been included in the original scope of work that were unforeseen. Below is a list of added cost to stabilize the building.

- \$1,760.00 (Quoted to be completed next week) All wood headers behind the exterior stone headers supporting the interior brick were found to be rotten.
- \$1,800.00 (James Masonry Paid in full Oct 21 from Construction Account) Several Large areas of interior brick required tuck pointing following demolition to stabilize walls.
- \$ 765.00 (James Masonry Paid by Prickett property. Included in your final invoice as addon) Repair of extensive
 mortar and brick deterioration where the original coil shoot was located and under doorway openings in the
 rear of the house. In both cases structural repairs were required to continue work replacing floor system.
- \$1,825.00 (Additional Framing invoice from Prickett Properties.) Due to the extensive rot and sagging in the 2nd floor system it was determined that removal of the entire floor system would be necessary. Prickett Properties did not charge extra for material, the additional labor charge included is for tying in the brick facia with a ledger board system bonding the 2nd floor, floor system to the original brick and framing load bearing walls to carry new floor system.

There will be more brick repair required as we remove the paint on the exterior.

Ryan Rodgers, Owner 804 E First Street Madison, IN 47250 M. 812-818-6772



