



August 2, 2023

RE: Town of Munster  
2022 Roadway and Water Main  
Improvements Project – Hawthorne,  
Cypress, Crestwood, and White Oak  
SEH No. MUNST 166269  
Application for Payment No. 3 -  
RETAINAGE

Jill DiTommaso  
Deputy Town Manager  
Town of Munster  
1005 Ridge Road  
Munster, IN 46321

Dear Jill:

Rieth-Riley Construction Co., Inc. has submitted the enclosed pay application for final retainage release on the above referenced project. A breakdown of expense based on fund is provided below:

<b>Fund</b>	<b>Retainage</b>
Paving	\$57,959.80
Concrete Curb	\$19,587.58
Concrete (sidewalk, curb ramp, driveways)	\$7,056.13
Water	\$31,748.47
Total	\$116,351.98

SEH has been onsite observing the construction and field verifying pay quantities; we have reviewed the pay application and recommend it for payment. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "K. Wenzel".

Kimberly Wenzel, PE

Attachments

cc: Stephen Gunty, Director of Public Works  
Chris Spolnik, Superintendent of Public Works  
Laura Pramuk, Public Works

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

<b>TO OWNER:</b>		<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
Town of Munster Dustin Anderson 1005 Ridge Road Munster, IN 46321		3641557 Munster 2022 Roadways	3	<input type="checkbox"/> Owner <input type="checkbox"/> Architect
<b>FROM CONTRACTOR:</b>		<b>VIA ARCHITECT:</b>	<b>PERIOD TO:</b>	
Rieth-Riley Construction Co., Inc 7500 W. 5th Ave. Gary, IN 46406			07/11/23	
<b>CONTRACT FOR</b>		<b>PROJECT NO:</b>	<b>SUBCONTRACT NO:</b>	<b>VENDOR ID #:</b>
Asphalt Paving and Other Site Related Work		21-019	1019-321216	5138
		<b>CONTRACT DATE:</b>		<b>INVOICE #:</b>
		04/14/22		3641557-03
				<b>INVOICE AMOUNT:</b>
				\$116,351.98
				<b>RETAINAGE:</b>
				\$0.00
				<b>AMOUNT DUE:</b>
				\$116,351.98
				<b>OFFICE USE ONLY</b>

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

- |   |    |              |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 1,179,535.93 |
| 2. Net change by Change Orders  | \$ | (16,016.10)  |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                      | \$ | 1,163,519.83 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 1,163,519.83 |
| 5. RETAINAGE:   |    |              |
| a. 0 % of Completed Work  | \$ | 0.00         |
| (Column D + E on G703)  |    |              |
| b. 0 % of Stored Material   | \$ | 0.00         |
| (Column F on G703)  |    |              |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | 0.00         |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 1,163,519.83 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 1,047,167.85 |
| 8. CURRENT PAYMENT DUE  | \$ | 116,351.98   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | (0.00)       |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ (16,016.10)	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	(\$16,016.10)	\$0.00
NET CHANGES by Change Order	(\$16,016.10)	

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

**CONTRACTOR:**

By: Zachary Sassman Assistant Secretary Date: July 20, 2023

State of: Indiana County of: Lake  
Subscribed and sworn to before me this 20th day of 7/20/2023

Notary Public: Diana M. Buikema  
My Commission expires: January 12, 2025

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 116,351.98

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

**ARCHITECT:** K Wenzel Date: 8/2/2023

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



Periodical Pay Estimate Number:

3

Owner: Town of Munster

For the Period:

06/01/23 to 07/11/23

Project: 3641557

Munster 2022 Roadways

Contractor:

Rieth-Riley Construction Co., Inc  
7500 W. 5th Ave.  
Gary, IN 46406

Page:

		Original Bid Value				Previous Application		This Application		Total to Date		Over / Under to Date		Percent Completed
		Quantity	Unit	Unit Price	Cost	Installed	Cost	Installed	Cost	Installed	Cost	Quantity	\$ +/- Total	
Item No.														
1	CONSTRUCTION ENGINEERING	1	LS	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00		\$ -	1	\$ 12,000.00	0	\$ -	100%
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 65,290.00	\$ 65,290.00	1	\$ 65,290.00		\$ -	1	\$ 65,290.00	0	\$ -	100%
3	MAINTAINING TRAFFIC	1	LS	\$ 28,000.00	\$ 28,000.00	1	\$ 28,000.00		\$ -	1	\$ 28,000.00	0	\$ -	100%
4	SIDEWALK CONCRETE, REMOVE ONLY	45	SY	\$ 31.12	\$ 1,400.40	15	\$ 466.80		\$ -	15	\$ 466.80	-30	\$ (933.60)	33%
5	MILLING, 1.5 IN.	864	SY	\$ 4.75	\$ 4,106.09	714	\$ 3,391.50		\$ -	714	\$ 3,391.50	-150	\$ (714.59)	83%
6	MILLING, FULL DEPTH	10572.22	SY	\$ 5.50	\$ 58,147.21	10390	\$ 57,145.00		\$ -	10390	\$ 57,145.00	-182.22	\$ (1,002.21)	98%
7	EXCAVATION, COMMON	1762.04	CY	\$ 37.35	\$ 65,812.19	1764	\$ 65,885.40		\$ -	1764	\$ 65,885.40	1.96	\$ 73.21	100%
8	TEMPORARY EROSION CONTROL	1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00		\$ -	1	\$ 4,500.00	0	\$ -	100%
9	COMPACTED AGGREGATE BASE, NO. 53	3488.83	TONS	\$ 36.50	\$ 127,342.30	2148.07	\$ 78,404.56		\$ -	2148.07	\$ 78,404.56	-1340.8	\$ (48,937.74)	62%
10	NO. 2 STONE	348.88	TONS	\$ 23.50	\$ 8,198.68	1443.86	\$ 33,930.71		\$ -	1443.86	\$ 33,930.71	1095	\$ 25,732.03	414%
11	GEOGRID, TYPE 1B	10572.22	SY	\$ 1.15	\$ 12,158.05	5048	\$ 5,805.20		\$ -	5048	\$ 5,805.20	-5524.2	\$ (6,352.85)	48%
12	GEOTEXTILE	10572.22	SY	\$ 1.25	\$ 13,215.28	5048	\$ 6,310.00		\$ -	5048	\$ 6,310.00	-5524.2	\$ (6,905.28)	48%
13	HMA PATCHING, TYPE B	351.88	TONS	\$ 140.00	\$ 49,263.20	27	\$ 3,780.00		\$ -	27	\$ 3,780.00	-324.88	\$ (45,483.20)	8%
14	HMA SURFACE TYPE B, 9.5 mm	1037.88	TONS	\$ 91.10	\$ 94,550.87	920.1	\$ 83,821.11		\$ -	920.1	\$ 83,821.11	-117.78	\$ (10,729.76)	89%
15	HMA INTERMEDIATE, TYPE B, 19 mm	1599.05	TONS	\$ 80.40	\$ 128,563.62	1440.99	\$ 115,855.60		\$ -	1440.99	\$ 115,855.60	-158.06	\$ (12,708.02)	90%
16	ASPHALT FOR TACK COAT	5.29	TONS	\$ 945.00	\$ 4,999.05	2.44	\$ 2,305.80		\$ -	2.44	\$ 2,305.80	-2.85	\$ (2,693.25)	46%
17	CURB AND GUTTER, CONCRETE, REMOVE & REPLACE	1145	LF	\$ 57.09	\$ 65,368.05	3431	\$ 195,875.79		\$ -	3431	\$ 195,875.79	2286	\$ 130,507.74	300%
18	CURB RAMPS, CONCRETE, REMOVE & REPLACE	90	SY	\$ 300.85	\$ 27,076.50	26	\$ 7,822.10		\$ -	26	\$ 7,822.10	-64	\$ (19,254.40)	29%
19	SIDEWALK, CONCRETE, REMOVE & REPLACE	225	SY	\$ 172.24	\$ 38,754.00	320	\$ 55,116.80		\$ -	320	\$ 55,116.80	95	\$ 16,362.80	142%
20	PCCP FOR APPROACHES, 6 IN., REMOVE & REPLACE	205	SY	\$ 119.26	\$ 24,448.30	60	\$ 7,155.60		\$ -	60	\$ 7,155.60	-145	\$ (17,292.70)	29%
21	HMA FOR APPROACHES, REMOVE & REPLACE	30	TONS	\$ 296.41	\$ 8,892.30	0	\$ -		\$ -	0	\$ -	-30	\$ (8,892.30)	0%
22	CASTING, REMOVE & REPLACE (ADA COMPLIANT)	1	EA	\$ 711.14	\$ 711.14	1	\$ 711.14		\$ -	1	\$ 711.14	0	\$ -	100%
23	STRUCTURE, RECONSTRUCT	2	EA	\$ 3,600.00	\$ 7,200.00	0	\$ -		\$ -	0	\$ -	-2	\$ (7,200.00)	0%
24	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	224	LF	\$ 2.50	\$ 560.00	221	\$ 552.50		\$ -	221	\$ 552.50	-3	\$ (7.50)	99%
25	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	56	LF	\$ 12.50	\$ 700.00	55	\$ 687.50		\$ -	55	\$ 687.50	-1	\$ (12.50)	98%
26	LINE, PAINT, SOLID, YELLOW, 4 IN	170	LF	\$ 1.70	\$ 289.00	0	\$ -		\$ -	0	\$ -	-170	\$ (289.00)	0%
27	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	320	LF	\$ 1.70	\$ 544.00	270	\$ 459.00		\$ -	270	\$ 459.00	-50	\$ (85.00)	84%
28	GROOVING FOR PAVEMENT MARKINGS	770	LF	\$ 1.50	\$ 1,155.00	270	\$ 405.00		\$ -	270	\$ 405.00	-500	\$ (750.00)	35%
29	WATER MAIN, PVC, 8 IN	935	LF	\$ 148.27	\$ 138,632.45	972	\$ 144,118.44		\$ -	972	\$ 144,118.44	37	\$ 5,485.99	104%
30	WATER MAIN CONNECTION	2	EA	\$ 2,997.97	\$ 5,995.94	2	\$ 5,995.94		\$ -	2	\$ 5,995.94	0	\$ -	100%
31	FIRE HYDRANT ASSEMBLY	1	EA	\$ 11,877.92	\$ 11,877.92	1	\$ 11,877.92		\$ -	1	\$ 11,877.92	0	\$ -	100%
32	GATE VALVE, 8 IN	2	EA	\$ 3,477.12	\$ 6,954.24	4	\$ 13,908.48		\$ -	4	\$ 13,908.48	2	\$ 6,954.24	200%
33	INSERTION VALVE, 6 IN	1	EA	\$ 9,800.00	\$ 9,800.00	0	\$ -		\$ -	0	\$ -	-1	\$ (9,800.00)	0%
34	INSERTION VALVE, 8 IN	1	EA	\$ 10,900.00	\$ 10,900.00	0	\$ -		\$ -	0	\$ -	-1	\$ (10,900.00)	0%
35	WATER SERVICE, RECONNECTION, NEAR SIDE	11	EA	\$ 4,300.67	\$ 47,307.37	11	\$ 47,307.37		\$ -	11	\$ 47,307.37	0	\$ -	100%
36	WATER SERVICE, RECONNECTION, FAR SIDE	14	EA	\$ 5,916.39	\$ 82,829.46	14	\$ 82,829.46		\$ -	14	\$ 82,829.46	0	\$ -	100%
37	SANITARY SEWER SERVICE, ADJ	2	LF	\$ 817.65	\$ 1,635.30	14	\$ 11,447.10		\$ -	14	\$ 11,447.10	12	\$ 9,811.80	700%
38	Speed Humps	2	EA	\$ 5,179.01	\$ 10,358.02	2	\$ 10,358.02		\$ -	2	\$ 10,358.02	0	\$ -	100%
CO#1	Balancing Change Order	1	L.S.	\$ (16,016.10)	\$ (16,016.10)	0	\$ -		\$ -	0	\$ -	-1	\$ 16,016.10	0%
		0	L.S.	\$ -	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	#DIV/0!
		0	L.S.	\$ -	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	#DIV/0!
Total this Page				\$ 1,163,519.83		\$ 1,163,519.83		\$ -		\$ 1,163,519.83		\$ 0.01		100%



# FINAL WAIVER OF LIEN

STATE OF INDIANA

COUNTY OF Lake

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

Rieth-Riley Construction Co., Inc.

City # \_\_\_\_\_

Loan # \_\_\_\_\_

to furnish \_\_\_\_\_

Asphalt Paving and Other Site Related Work

for the premises known as

Munster 2022 Roadways

of which

Town of Munster

is the owner.

The undersigned, for and in consideration of One Hundred Sixteen Thousand Three Hundred Fifty One Dollars and Ninety Eight Cent

\$ 116,351.98

and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Indiana, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery hereto furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under my hand

and seal

this

20th

day of

July

, 2023

Signature and Seal:

Zachary Sassman

Assistant Secretary

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth: If waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA

COUNTY OF Lake

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is

Assistant Secretary

of Rieth-Riley Construction Co., Inc.

who is the contractor of the

Asphalt Paving and Other Site Related Work

work on the building located at

Munster, IN, 46321

owned by

Town of Munster

That the total amount of the contract including extras is

\$ 1,163,519.83

on which he has received payment of

\$

1,047,167.85

prior to this payment. That all waivers are true, correct and genuine and delivered

unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contract or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Rieth-Riley Construction Co., Inc.</u>	<u>Retainage Request</u>	<u>\$1,163,519.83</u>	<u>\$1,047,167.85</u>		<u>\$116,351.98</u>
					<u>\$0.00</u>
					<u>\$0.00</u>
					<u>\$0.00</u>
					<u>\$0.00</u>
					<u>\$0.00</u>
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		<b>\$1,163,519.83</b>	<b>\$1,047,167.85</b>	<b>\$0.00</b>	<b>\$116,351.98</b>

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th

day of

July

, 2023

Signature:

Zachary Sassman

Assistant Secretary

Subscribed and sworn to me before this

20th

day of

July

, 2023

Diana M. Bulkema

Notary Public,

Resident

Lake

County, Indiana

Rieth-Riley Job #: 3641557

My Commission Expires: January 12, 2025