

September 22, 2014

Larry Hammond
Breathitt County Board of Education
420 Court Street
P.O. Box 750
Jackson, KY 41339

**RE: Breathitt County Schools Central Office Roof Replacement
Pay Application #02 - Final**

Dear Mr. Hammond:

Enclosed are three (3) copies of the BG-4 for the General Contractor, and One (1) copy of the Final Payment Application for the above referenced project. Upon review and approval by the Board, please retain a copy of the executed BG-4 for your records. Please **return two (2)** copies to our office for distribution.

If you have any questions, please contact our office.

Sincerely,


Marcus Highland, AIA
Project Architect

jth

Attachment

228 E. Reynolds Road
Suite One
Lexington, Kentucky 40517

S:\Projects\2013 Projects\1334\E. Construction Administration\E.6 Pay Applications & Purchase Orders\PAYAPgc-02.DOC

859.273.3700 t
859.271.6605 f

clotfelter-samokar.com



AIA[®] Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Breathitt Co Board of Education PROJECT: Breathitt Co Schools Central

Office Roof Replacement

FROM CONTRACTOR:

420 Court Street
PO Box 750
Jackson, KY 41339

Burnett Sons Roofing Inc
456 Bizzell Drive
Lexington KY 40510

VIA ARCHITECT:

Clotfelter-Samovar PC
228 E Reynolds Rd Ste 1
Lexington KY 40517

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$ 45,200.-

2. NET CHANGE BY CHANGE ORDERS

\$ -0-

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 45,200.-

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 45,200.-

5. RETAINAGE:

a. % of Completed Work

(Columns D + E on G703)

b. % of Stored Material

(Column F on G703)

\$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)..... \$ -0-

6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

\$ 45,200.-

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 39,915.-

8. CURRENT PAYMENT DUE

\$ 5385.-

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$ -0-

CHANGE ORDER SUMMARY

CHANGES	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

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APPLICATION NO: 2

PERIOD TO: 9-11-14

CONTRACT FOR: Roofing

CONTRACT DATE: 6-13-14

PROJECT NOS: BG# 14-125 d/s-JOB# 1334

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

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: _____

Date: 9.19.14

State of: Kentucky

County of: Fayette

Subscribed and sworn to before

me this 19th

day of September 2014

Notary Public: Adam M. Burnett

My commission expires: June 9, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: Adam M. Burnett

Date: 9/19/14

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.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 2

APPLICATION DATE: 09/11/14

PERIOD TO: 09/11/14

ARCHITECT'S PROJECT NO: BG #14-125

C/S Job #1334

C/S Job #1334									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Bond	\$1,115.00	\$1,115.00			\$1,115.00	100.00%	\$0.00	
	Blocking/Wall Repair - Materials	\$1,780.00	\$1,780.00			\$1,780.00	100.00%	\$0.00	
	Blocking/Wall Repair - Labor	\$4,685.00	\$4,685.00			\$4,685.00	100.00%	\$0.00	
	Demo/Insulation/Membrane - Materials	\$14,190.00	\$14,190.00			\$14,190.00	100.00%	\$0.00	
	Demo/Insulation/Membrane - Labor	\$20,405.00	\$20,405.00			\$20,405.00	100.00%	\$0.00	
	Roof Hatch - Materials	\$525.00		\$525.00		\$525.00	100.00%	\$0.00	
	Roof Hatch - Labor	\$500.00		\$500.00		\$500.00	100.00%	\$0.00	
	Edge Metal - Materials	\$1,000.00		\$1,000.00		\$1,000.00	100.00%	\$0.00	
	Edge Metal - Labor	\$1,000.00		\$1,000.00		\$1,000.00	100.00%	\$0.00	
	GRAND TOTALS	\$45,200.00	\$42,175.00	\$3,025.00	\$0.00	\$45,200.00	\$9.00	\$0.00	

Users may obtain validation of this document by requesting of the license a validated AIA C

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

656 Bizzell Drive
Lexington, KY 40510

Invoice Number: 08-3827

Invoice Date: 9/11/14

Page: 1

Voice: 859-253-0116

Fax: 859-455-9233

Breathitt Co Board of Education
420 Court Street
PO Box 750
Jackson, KY 41339

Customer ID: breathitt

Subtotal	5,285.00
Sales Tax	
Total Invoice Amount	5,285.00
Payment/Credit Applied	
TOTAL	5,285.00

Check/Credit Memo No:

KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

BG-4

CONTRACT CLOSEOUT FORM

District Name: Breathitt District Code: 61 Facility Name: Central Board Office School Code: _____

BG #: 14-125 Project Name: Breathitt County Central Office

Contractor: Burnett Sons Roofing Bid Package: _____

A. Project Construction Cost:

1. Original Contract Amount	\$	<u>45,200.00</u>
2. Net Total of Change Orders to Contract	\$	<u>0.00</u>
3. Original Purchase Order Summary Amount	\$	<u>0.00</u>
4. Net Total of Change Orders to Purchase Orders	\$	<u>0.00</u>
5. Total Cost of Construction (sum of lines 1 - 4)	\$	<u>45,200.00</u>

B. Verification of required approvals by other regulatory agencies:

1. Office of Housing, Buildings and Construction

a. Certificate of Occupancy	DATE: <u>8.27.14</u>	e. Sprinkler Certificate	DATE: <u>na</u>
b. Plumbing Certificate	DATE: <u>na</u>	f. Boiler Certificate	DATE: <u>na</u>
c. Electrical Certificate:	DATE: <u>na</u>	g. Range Hood Suppression	DATE: <u>na</u>
d. Fire Alarm Certificate:	DATE: <u>na</u>	h. Other	DATE: _____

2. Natural Resources and Environmental Protection Cabinet

a. Sewage Disposal Certificate	DATE: <u>na</u>
b. Other	DATE: _____

C. Close Out:

1. Punch List Completed	DATE: <u>8.27.14</u>	4. Owner Training on Systems	DATE: <u>8.27.14</u>
2. Record Drawings Completed	DATE: <u>8.27.14</u>	5. Verification of Payment of Debts and Claims to Date	DATE: <u>8.27.14</u>
3. Warranty & Guarantees Information Provided	DATE: <u>8.27.14</u>	6. Other	DATE: _____

The work performed under this contract has been reviewed and found to be substantially complete, according to the plans and specifications approved by the Kentucky Department of Education.

Architect: <u>Man H. [Signature]</u>	DATE: <u>8/13/14</u>
Engineer: _____	DATE: _____
Contractor/ Construction Manager: <u>[Signature]</u>	DATE: <u>9.19.14</u>
The _____ Board of Education accepts this contract as being complete subject to the review of the Kentucky Department of Education.	
Local Board of Education Designee: _____	DATE: _____

LOCAL BOARD ORDER MUST BE ON FILE WITH DISTRICT
Submit one complete copy to KDE for each contract and purchase order summary, if utilized.

BG-4 Date: _____

Board Order Date: _____



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Breathitt Co. Schools
Central Office Roof
Replacement
420 Court St.
Jackson, Ky 41339

ARCHITECT'S PROJECT NUMBER: BG#14-125 C/S Job# 1334

OWNER ☐

CONTRACT FOR: ROOFING

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

Breathitt Co. B.O.E.
420 Court St.
Jackson, Ky 41339

CONTRACT DATED: 6-13-14

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Burnett Sons Roofing, Inc.
656 Bizzell Drive
Lexington, KY 40510

BY:

(Signature of authorized representative)

John Burnett president
(Printed name and title)

Subscribed and sworn to before me on this date: Sept. 19, 2014

Notary Public:

Stephen M. Burnett

My Commission Expires:

June 9, 2018

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**AIA**[®]**Document G706[™] – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*Breathitt Co. Schools
Central Office
420 Court St.
Jackson, Ky 41339**ARCHITECT'S PROJECT NUMBER:** BG #14-125 C/S Job # 1334OWNER ☐**CONTRACT FOR:** RoofingARCHITECT ☐CONTRACTOR ☐**TO OWNER:** *(Name and address)*Breathitt Co. B.O.E.
420 Court St.
Jackson, Ky 41339**CONTRACT DATED:** 6-13-14SURETY ☐OTHER ☐**STATE OF:** Ky**COUNTY OF:** Fayette

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: *(Name and address)*
Barnett Sons Roofing, Inc.
656 Bizzell Drive
Lexington, KY 40510

BY:

(Signature of authorized representative)

JOHN N. BURNETT PRESIDENT
(Printed name and title)

Subscribed and sworn to before me on this date: Sept 19, 2014

Notary Public: 

My Commission Expires: June 9, 2018

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CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

Breathitt County Board of Education
420 Court Street, PO Box 750
Jackson, KY 41339

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

Bond #58716710

\$45,200.00

PROJECT:

(Name and address)

BG#14-125 C/S job #1334
Breathitt County Schools Central Office
Roof Replacement
Jackson, KY 41339

CONTRACT DATED:

06/04/2014

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

Western Surety Company
600 N. Hurstbourne Parkway #120
Louisville, KY 40222

, SURETY,

on bond of

(insert name and address of Contractor)

Burnette Sons Roofing, Inc.
656 Bizzell Drive
Lexington, KY 40510

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(insert name and address of Owner)

Breathitt County Board of Education
420 Court Street, PO Box 750
Jackson, KY 41339

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 3, 2014**

(insert in writing the month followed by the numeric date and year)

Western Surety Company

(Surety)



(Signature of authorized representative)

Tonia C. Kennedy Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):





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INGTON, D.C. 20006-5292 • **WARNING:** Unlicensed photocopying violates U.S. copy-
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G707—1994

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Roeding, Rob Hoenscheid, Tonia C Kennedy, Daniel L Scherff, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2014.



WESTERN SURETY COMPANY

A handwritten signature in cursive script, reading "Paul T. Bruflat".

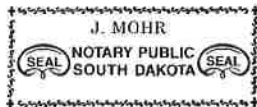
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of May, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



A handwritten signature in cursive script, reading "J. Mohr".

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of September, 2014



WESTERN SURETY COMPANY

A handwritten signature in cursive script, reading "L. Nelson".

L. Nelson, Assistant Secretary

**AIA**[®]**Document G704™ – 2000****Certificate of Substantial Completion****PROJECT:***(Name and address)*Breathitt County Central Office Roof
Replacement**PROJECT NUMBER:** 1334/**CONTRACT FOR:** General Construction**CONTRACT DATE:** June 13, 2014OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO OWNER:***(Name and address)*Breathitt County Board of
Education
420 Court Street
P.O. Box 750
Jackson, Kentucky 41339**TO CONTRACTOR:***(Name and address)*Burnett Sons Roofing, Inc.
656 Bizzell Drive
Lexington, Kentucky 40510**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

August 28, 2014

Clotfelter-Samokar, PSC

ARCHITECT

BY

DATE OF ISSUANCE

9/3/14

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$NOT ESTIMATED AT THIS TIME

The Contractor will complete or correct the Work on the list of items attached hereto within fourteen (14) days from the above date of Substantial Completion.

Burnett Sons Roofing, Inc.

CONTRACTOR

BY

DATE

9.19.14

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 (time) on August 28, 2014. (date).

Breathitt Co. Board of Education

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)