

4475 Rockwell Road
Winchester, KY 40391
859 744-2222 Fax: 859 744-2225
www.codellconstruction.com

October 7, 2021

Mr. Jeff Saylor
Estill County Board of Education
253 Main Street
Irvine KY 40336

RE: BG 18-361 Estill County Area Technology Center

Dear Mr. Saylor,

The invoices and requests for payment comprising Pay Estimate 26 for the Estill County ATC project are included in this packet. The total amount requested is as follows:

Contractors/Suppliers/Codell	\$427,038.74
TOTAL:	<u>\$427,038.74</u>

If you have any questions related to the items included in this packet, please phone me at (859)744-2222 Ext 226.

Sincerely,

Teresa M. Carpenter
Project Accountant

cc: Angie Howell, Ross Tarrant Architects, file

ESTILL COUNTY BOARD OF EDUCATION

October 07, 2021

PAYMENT REQUEST SUMMARY FOR CONTRACTORS & SUPPLIERS

OWNER				
BP #	BID DIV	CONTRACTOR	% COMP	PAYMENT DUE
001	00	INNOVATIVE DEMOLITION SERVICE, LLC	100.00 %	\$0.00
002	00	STANDAFER BUILDERS, INC.	91.51 %	\$0.00
003	00	RISING SUN DEVELOPING, INC.	100.00 %	\$54,990.88
003	01	ATLAS ENTERPRISES	100.00 %	\$0.00
003	02	MMI OF KENTUCKY	100.00 %	\$0.00
003	03	TRIPLE CROWN CONCRETE	100.00 %	\$0.00
003	04	HINKLE CONTRACTING CO. TIPTON RIDGE QUARRY	100.00 %	\$0.00
004	00	CARMICLE MASONRY	100.00 %	\$49,454.16
004	01	LEE BUILDING PRODUCTS	98.66 %	\$0.00
004	02	CLAY INGELS CO. LLC	100.00 %	\$0.00
005	00	RISING SUN DEVELOPING, INC.	100.00 %	\$25,650.00
005	01	FERRO PRODUCTS CORPORATION	100.00 %	\$0.00
006	00	KALKREUTH ROOFING & SHEET METAL	100.00 %	\$25,959.00
006	01	MID-ATLANTIC ROOFING SUPPLY	100.00 %	\$0.00
007	00	BENNETT'S CARPETS, INC.	100.00 %	\$37,767.93
007	01	L & W SUPPLY	100.00 %	\$0.00
008	00	RODGERS ALUMINUM AND GLASS, LLC	111.11 %	\$0.00
008	01	EFCO CORPORATION	100.00 %	\$0.00
008	02	ATLAS COMPANIES	100.00 %	\$0.00
008	03	GLENNY GLASS CO	100.00 %	\$0.00
009	00	CONLEY PAINTING & SPECIAL COATINGS, LLC	100.00 %	\$22,853.40
010	00	SPECTRA CONTRACT FLOORING	100.00 %	\$0.00
010	01	NORA SYSTEMS, INC.	99.72 %	\$0.00
010	02	OHIO VALLEY FLOORING	93.22 %	\$0.00
010	03	SHAW INDUSTRIES	100.00 %	\$0.00
011	00	MARTINA BROS. CO., INC.	100.00 %	\$2,983.20
012	00	D-C ELEVATOR COMPANY, INC.	100.00 %	\$8,310.30
012	01	CANTON ELEVATOR, INC.	100.00 %	\$0.00
013	00	LANDMARK SPRINKLER, INC.	100.00 %	\$73,065.00
014	00	CKSM MECHANICAL, INC	100.00 %	\$79,347.64
014	01	OLDCASTLE PRECAST	100.00 %	\$0.00
014	02	CAS-AIR-CO., INC.	100.00 %	\$0.00
014	03	STOERMER-ANDERSON (LOUISVILLE)	100.00 %	\$270.00

OWNER				
BP #	BID DIV	CONTRACTOR	% COMP	PAYMENT DUE
014	04	THERMAL EQUIPMENT SALES, INC.	100.00 %	\$0.00
014	05	AIR MECHANICAL SALES	100.00 %	\$0.00
014	06	BLUEGRASS KESCO	100.00 %	\$0.00
014	07	WINNELSON COMPANY	100.00 %	\$0.00
014	08	FERGUSON ENTERPRISES	100.00 %	\$0.00
014	09	EVAPCO, INC. (MD)	100.00 %	\$0.00
901	00	BABCON, INC.	100.00 %	\$25,823.65
901	01	REXEL	99.62 %	\$0.00
901	02	NEWTECH SYSTEMS, INC.	100.00 %	\$0.00
901	03	GRAYBAR ELECTRIC COMPANY	100.00 %	\$0.00
901	04	ECKART	99.90 %	\$0.00
017	00	LAKE CUMBERLAND GLASS	100.00 %	\$19,242.70
100	00	CODELL CONSTRUCTION CO.	99.78 %	\$1,320.88
		Totals	99.48 %	\$427,038.74

TOTAL PAYMENT REQUEST

\$427,038.74

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 PROJECT CUSTOMER
 October 07, 2021

ESTIMATE NO: 0026

CONTRACT STATUS FOR MATERIAL SUPPLIERS/CONTRACTORS/CODELL

BID DIV -PO #	CONTRACTOR	CONTRACT AMOUNT	BILLED TO DATE	RETAINED TO DATE	NET TO DATE	PAID TO DATE	CONTRACT BALANCE	% COMP
001 00	INNOVATIVE DEMOLITION SERVICE, LLC	\$145,402.00	\$145,402.00	\$0.00	\$145,402.00	\$145,402.00	\$0.00	100.00 %
002 00	STANDAFER BUILDERS, INC.	\$726,326.43	\$664,690.43	\$36,316.00	\$628,374.43	\$628,374.43	\$97,952.00	91.51 %
003 00	RISING SUN DEVELOPING, INC.	\$2,028,029.56	\$2,028,029.56	\$40,000.00	\$1,988,029.56	\$1,988,029.56	\$40,000.00	100.00 %
003 01	ATLAS ENTERPRISES	\$259,448.00	\$259,448.00	\$0.00	\$259,448.00	\$259,448.00	\$0.00	100.00 %
003 02	MIMI OF KENTUCKY	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00	\$75,000.00	\$0.00	100.00 %
003 03	TRIPLE CROWN CONCRETE	\$260,000.00	\$260,000.00	\$0.00	\$260,000.00	\$260,000.00	\$0.00	100.00 %
003 04	HINKLE CONTRACTING CO. TIPTON RIDGE QUARRY	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00	\$0.00	100.00 %
004 00	CARMICLE MASONRY	\$918,030.61	\$918,030.61	\$0.00	\$918,030.61	\$918,030.61	\$0.00	100.00 %
004 01	LEE BUILDING PRODUCTS	\$90,000.00	\$88,794.15	\$0.00	\$88,794.15	\$88,794.15	\$1,205.85	98.66 %
004 02	CLAY INGELS CO. LLC	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00	\$0.00	100.00 %
005 00	RISING SUN DEVELOPING, INC.	\$513,000.00	\$513,000.00	\$0.00	\$513,000.00	\$513,000.00	\$0.00	100.00 %
005 01	FERRO PRODUCTS CORPORATION	\$405,000.00	\$405,000.00	\$0.00	\$405,000.00	\$405,000.00	\$0.00	100.00 %
006 00	KALKREUTH ROOFING & SHEET METAL	\$519,180.00	\$519,180.00	\$0.00	\$519,180.00	\$519,180.00	\$0.00	100.00 %
006 01	MID-ATLANTIC ROOFING SUPPLY	\$116,820.00	\$116,820.00	\$0.00	\$116,820.00	\$116,820.00	\$0.00	100.00 %
007 00	BENNETT'S CARPETS, INC.	\$343,866.12	\$343,866.12	\$0.00	\$343,866.12	\$343,866.12	\$0.00	100.00 %
007 01	L & W SUPPLY	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	\$45,000.00	\$0.00	100.00 %
008 00	RODGERS ALUMINUM AND GLASS, LLC	\$22,050.00	\$24,500.00	\$2,450.00	\$22,050.00	\$22,050.00	\$0.00	111.11 %
008 01	EFCO CORPORATION	\$59,210.98	\$59,210.98	\$0.00	\$59,210.98	\$59,210.98	\$0.00	100.00 %
008 02	ATLAS COMPANIES	\$44,221.00	\$44,221.00	\$0.00	\$44,221.00	\$44,221.00	\$0.00	100.00 %
008 03	GLENNY GLASS CO	\$33,531.00	\$33,531.00	\$0.00	\$33,531.00	\$33,531.00	\$0.00	100.00 %
009 00	CONLEY PAINTING & SPECIAL COATINGS, LLC	\$228,534.00	\$228,534.00	\$0.00	\$228,534.00	\$228,534.00	\$0.00	100.00 %
010 00	SPECTRA CONTRACT FLOORING	\$46,451.91	\$46,451.91	\$4,645.20	\$41,806.71	\$41,806.71	\$4,645.20	100.00 %
010 01	NORA SYSTEMS, INC.	\$15,300.54	\$15,259.04	\$0.00	\$15,259.04	\$15,259.04	\$41.50	99.72 %
010 02	OHIO VALLEY FLOORING	\$10,664.19	\$9,942.12	\$0.00	\$9,942.12	\$9,942.12	\$722.07	93.22 %

BID DIV -PO #	CONTRACTOR	CONTRACT AMOUNT	BILLED TO DATE	RETAINED TO DATE	NET TO DATE	PAID TO DATE	CONTRACT BALANCE	% COMP
010 03	SHAW INDUSTRIES	\$9,923.36	\$9,923.36	\$0.00	\$9,923.36	\$9,923.36	\$0.00	100.00 %
011 00	MARTINA BROS. CO., INC.	\$29,832.00	\$29,832.00	\$0.00	\$29,832.00	\$29,832.00	\$0.00	100.00 %
012 00	D-C ELEVATOR COMPANY, INC.	\$83,103.00	\$83,103.00	\$0.00	\$83,103.00	\$83,103.00	\$0.00	100.00 %
012 01	CANTON ELEVATOR, INC.	\$97,609.00	\$97,609.00	\$0.00	\$97,609.00	\$97,609.00	\$0.00	100.00 %
013 00	LANDMARK SPRINKLER, INC.	\$619,050.00	\$619,050.00	\$0.00	\$619,050.00	\$619,050.00	\$0.00	100.00 %
014 00	CKSM MECHANICAL, INC	\$1,622,644.49	\$1,622,644.49	\$0.00	\$1,622,644.49	\$1,622,644.49	\$0.00	100.00 %
014 01	OLDCASTLE PRECAST	\$11,795.00	\$11,795.00	\$0.00	\$11,795.00	\$11,795.00	\$0.00	100.00 %
014 02	CAS-AIR-CO., INC.	\$11,054.00	\$11,054.00	\$0.00	\$11,054.00	\$11,054.00	\$0.00	100.00 %
014 03	STOERMER-ANDERSON (LOUISVILLE)	\$59,900.00	\$59,900.00	\$0.00	\$59,900.00	\$59,900.00	\$0.00	100.00 %
014 04	THERMAL EQUIPMENT SALES, INC.	\$194,500.00	\$194,500.00	\$0.00	\$194,500.00	\$194,500.00	\$0.00	100.00 %
014 05	AIR MECHANICAL SALES	\$121,460.00	\$121,460.00	\$0.00	\$121,460.00	\$121,460.00	\$0.00	100.00 %
014 06	BLUEGRASS KESCO	\$12,600.00	\$12,600.00	\$0.00	\$12,600.00	\$12,600.00	\$0.00	100.00 %
014 07	WINNELSON COMPANY	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00	\$0.00	100.00 %
014 08	FERGUSON ENTERPRISES	\$80,000.00	\$80,000.00	\$0.00	\$80,000.00	\$80,000.00	\$0.00	100.00 %
014 09	EVAPCO, INC. (MD)	\$58,765.00	\$58,765.00	\$0.00	\$58,765.00	\$58,765.00	\$0.00	100.00 %
901 00	BABCON, INC.	\$752,164.70	\$752,164.70	\$10,000.00	\$742,164.70	\$742,164.70	\$10,000.00	100.00 %
901 01	REXEL	\$40,000.00	\$39,851.68	\$0.00	\$39,851.68	\$39,851.68	\$148.32	99.62 %
901 02	NEWTech SYSTEMS, INC.	\$264,900.00	\$264,900.00	\$0.00	\$264,900.00	\$264,900.00	\$0.00	100.00 %
901 03	GRAYBAR ELECTRIC COMPANY	\$89,988.00	\$89,988.00	\$0.00	\$89,988.00	\$89,988.00	\$0.00	100.00 %
901 04	ECKART	\$285,024.20	\$284,748.97	\$0.00	\$284,748.97	\$284,748.97	\$275.23	99.90 %
017 00	LAKE CUMBERLAND GLASS	\$192,427.00	\$192,427.00	\$0.00	\$192,427.00	\$192,427.00	\$0.00	100.00 %
100 00	CODELL CONSTRUCTION CO.	\$475,721.80	\$474,721.80	\$0.00	\$474,721.80	\$474,721.80	\$1,000.00	99.78 %
TOTALS		\$12,217,527.89	\$12,154,948.92	\$93,411.20	\$12,061,537.72	\$12,061,537.72	\$155,990.17	

TO (OWNER): Esill County BOE
 253 Main Street
 Irvine, KY 40336

PROJECT: Esill Co. AIC General Trades
 495 Engineer Dr.
 Irvine, KY

APPLICATION NO: 21

FROM: Rising Sun Developing Company
 2555 Palumbo Drive #110
 Lexington, KY 40509

PERIOD TO: 9/20/2021

CONTRACT DATE: 11/21/2019

PROJECT NOS:

CONTRACTOR FOR: BP #3 - General Trades

VIA CONSTRUCTION
 MANAGER: Codell Construction

VIA ARCHITECT: Ross Tarrant Architects Inc.

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 \$ 1,971,552.00
2. NET CHANGES IN THE WORK \$ 56,477.56
 63,225.56
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,028,029.56
 2,094,777.56
4. TOTAL COMPLETED AND STORED TO DATE \$ 2,094,777.56
5. RETAINAGE:
 - a. 0.00 % of Completed Work \$ 40,000.00
 - b. 0.00 % of Stored Material \$ 0.00
 Total retainage (Line 5a + 5b) \$ 40,000.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,988,029.56
 (Line 4 minus Line 5 Total) 2,094,777.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,933,038.68
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 54,990.88
 61,738.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 40,000.00
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	141,052.71	-77,827.15
Total approved this month, including Construction Change Directives	0.00	0.00
TOTALS	141,052.71	-77,827.15
NET CHANGES IN THE WORK	63,225.56	

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: Rising Sun Developing Company
 2555 Palumbo Drive #110
 Lexington, KY 40509

By: [Signature] Date: 9/20/2021
 State of: KY
 County of: Fayette

Notary Public: [Signature] Day of Sept 2021
 My Commission Expires: 9/30/25

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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: \$ 54,990.88
 10/10/2021

(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 to the amount certified.)

CONSTRUCTION MANAGER: [Signature] Date: 9/20/21

ARCHITECT: [Signature] Date: 9/21/21

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.

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS
PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	general conditions	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00	0.00	0.00
2	pile caps	13,650.00	13,650.00	0.00	0.00	13,650.00	100.00	0.00	0.00
3	elevator pad	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
4	footers	54,800.00	54,800.00	0.00	0.00	54,800.00	100.00	0.00	0.00
5	grade beam	98,400.00	98,400.00	0.00	0.00	98,400.00	100.00	0.00	0.00
6	metal pan stair infill	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	0.00
7	sidewalks	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
8	flume site	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	0.00
9	retaining wall footer	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00	0.00	0.00
10	retaining wall	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00	0.00	0.00
11	4" slab on grade	44,000.00	44,000.00	0.00	0.00	44,000.00	100.00	0.00	0.00
12	thickened slab	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00	0.00	0.00
13	6" slab	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00	0.00	0.00
14	8" slab	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00	0.00	0.00
15	elevated slab	42,000.00	42,000.00	0.00	0.00	42,000.00	100.00	0.00	0.00
16	stem wall	81,200.00	81,200.00	0.00	0.00	81,200.00	100.00	0.00	0.00
17	elevator pit wall	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
18	gravel under slab	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00	0.00	0.00
19	poly	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00	0.00	0.00
20	concrete acc	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	0.00
21	wiremesh slab	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00	0.00	0.00

ALA Type Document
Application and Certification for Payment

TO (OWNER): Esill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Esill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	wiremesh sidewalk	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	0.00
23	rebar placement	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00	0.00	0.00
24	form materials	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
25	foundation insulation	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	0.00
26	concrete pumping	8,600.00	8,600.00	0.00	0.00	8,600.00	100.00	0.00	0.00
27	grouting baseplates	4,070.00	4,070.00	0.00	0.00	4,070.00	100.00	0.00	0.00
28	pipe bollard install	2,220.00	2,220.00	0.00	0.00	2,220.00	100.00	0.00	0.00
29	flag pole base	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	0.00
30	wood blocking	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
31	wood blocking mat	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
32	architectural casework	21,400.00	21,400.00	0.00	0.00	21,400.00	100.00	0.00	0.00
33	thermal insulation	87,000.00	87,000.00	0.00	0.00	87,000.00	100.00	0.00	0.00
34	fluid waterproofing	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00	0.00	0.00
35	firestopping	6,150.00	6,150.00	0.00	0.00	6,150.00	100.00	0.00	0.00
36	joint sealants	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00	0.00	0.00
37	exp. covers	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
38	door frames	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
39	doors and hardware	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00	0.00	0.00
40	fixed louvers	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
41	overhead coiling doors	42,000.00	42,000.00	0.00	0.00	42,000.00	100.00	0.00	0.00
42	visual display boards	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO.: 21
PERIOD TO: 6/20/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS
PROJECT NO.:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
43	signage	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
44	toilet compartments	9,300.00	9,300.00	0.00	0.00	9,300.00	100.00	0.00	0.00
45	toilet acc	8,100.00	8,100.00	0.00	0.00	8,100.00	100.00	0.00	0.00
46	fire ext	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
47	lockers	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00	0.00	0.00
48	flag pole	1,842.00	1,842.00	0.00	0.00	1,842.00	100.00	0.00	0.00
49	canopy	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00	0.00	0.00
50	shades	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
51	institutional casework	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
52	erosion control	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
53	site clearing	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
54	earthwork	165,000.00	165,000.00	0.00	0.00	165,000.00	100.00	0.00	0.00
55	drilled piers	67,000.00	67,000.00	0.00	0.00	67,000.00	100.00	0.00	0.00
56	rebar placement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	0.00
57	layout	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	0.00
58	spill removal	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
59	landscaping	28,990.50	28,990.50	0.00	0.00	28,990.50	100.00	0.00	0.00
60	storm structures and casting	53,000.00	53,000.00	0.00	0.00	53,000.00	100.00	0.00	0.00
61	storm structures labor	12,400.00	12,400.00	0.00	0.00	12,400.00	100.00	0.00	0.00
62	4" pipe	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
63	6"	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION

TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS
PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
64	8"	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00	0.00	0.00
65	12"	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	0.00
66	15"	4,480.00	4,480.00	0.00	0.00	4,480.00	100.00	0.00	0.00
67	18"	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00	0.00	0.00
68	18" rcp	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	0.00
69	15" rcp	5,120.00	5,120.00	0.00	0.00	5,120.00	100.00	0.00	0.00
70	down spouts	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00	0.00	0.00
71	downspout labor	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00	0.00	0.00
72	temp toilets	9,200.00	9,200.00	0.00	0.00	9,200.00	100.00	0.00	0.00
73	dumpsters	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00	0.00	0.00
74	temp. fence	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
75	job sign	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
76	intern cleaning	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
77	final cleaning	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	0.00
78	temp barriers	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
79	travel	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
80	alternate 3	48,000.00	48,000.00	0.00	0.00	48,000.00	100.00	0.00	0.00
81	alternate 4	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00	0.00	0.00
82	alternate 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	gradebeam	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00	0.00	0.00
84	caps	18,400.00	18,400.00	0.00	0.00	18,400.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
85	footers	11,250.00	11,250.00	0.00	0.00	11,250.00	100.00	0.00	0.00
86	slab	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00	0.00	0.00
87	thickened slab	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
88	mat slab	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00	0.00	0.00
89	bridge tee	78,000.00	78,000.00	0.00	0.00	78,000.00	100.00	0.00	0.00
90	stern walls	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00	0.00	0.00
91	pedway slab	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00
92	sidewalks	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00	0.00	0.00
93	form mat	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
94	rebar	11,900.00	11,900.00	0.00	0.00	11,900.00	100.00	0.00	0.00
95	rebar labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
96	drilled piers	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00	0.00	0.00
97	rebar	1,770.00	1,770.00	0.00	0.00	1,770.00	100.00	0.00	0.00
98	rebar placement	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00	0.00	0.00
99	wood blocking	3,900.00	3,900.00	0.00	0.00	3,900.00	100.00	0.00	0.00
100	door frames	7,600.00	7,600.00	0.00	0.00	7,600.00	100.00	0.00	0.00
101	doors and hardware	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	0.00
102	storm drainage structures	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00
103	storm drainage labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
104	storm pipe	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00	0.00	0.00
105	storm pipe labor	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	0.00

ALA Type Document
Application and Certification for Payment

TO (OWNER): Esill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Esill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Rose Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS
PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
106	millwork	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00	0.00	0.00
107	waterproofing	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	0.00
108	signage	11,400.00	11,400.00	0.00	0.00	11,400.00	100.00	0.00	0.00
109	joint sealants	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	0.00
110	trench drain	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00	0.00	0.00
111	downspout boots	7,109.50	7,109.50	0.00	0.00	7,109.50	100.00	0.00	0.00
112	CO#3-1 lime ext. 16 days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
113	CO#3-2 Retaining Wall-modify&deletion	-39,237.15	-39,237.15	0.00	0.00	-39,237.15	100.00	0.00	0.00
114	CO#3-3 lime ext #2 28 days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115	CO#3-6 PR#18-PR#19	55,090.95	55,090.95	0.00	0.00	55,090.95	100.00	0.00	0.00
116	CO#3-6 PR#13 & PR#21	35,551.00	35,551.00	0.00	0.00	35,551.00	100.00	0.00	0.00
117	CO#3-4 PR#6 underslab drainage CR#2 remove backfill for utility piping	9,032.78	9,032.78	0.00	0.00	9,032.78	100.00	0.00	0.00
118	CO#3-5 add slope to slab for trench drain at Diesel lab	3,220.00	3,220.00	0.00	0.00	3,220.00	100.00	0.00	0.00
119	CO#3-7 lime extension #3 (27) days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	CO#3-8 delete alternate#3	-38,590.00	-38,590.00	0.00	0.00	-38,590.00	100.00	0.00	0.00
121	CO#3-9 PR#26 add (2) windows & doors at tool room #206C	9,658.50	9,658.50	0.00	0.00	9,658.50	100.00	0.00	0.00
122	CO#3-10 PR#27-28-29	23,986.83	23,986.83	0.00	0.00	23,986.83	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC General Trades
495 Engineer Dr.
Irvine, KY

APPLICATION NO: 21
PERIOD TO: 9/20/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects Inc.
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS PROJECT NO:

CONTRACT FOR: BP #3 - General Trades

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
123	CO#3-11 PR#32 demo asphalt-add new heavy duty	4,512.85	4,512.85	0.00	0.00	4,512.85	100.00	0.00	0.00
REPORT TOTALS		\$2,034,777.56	\$2,034,777.56	\$0.00	\$0.00	\$2,034,777.56	100.00	\$0.00	\$0.00

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Estill Co. ATC General Trades ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install General Trades for project known as Estill Co. Board of Education ("PROJECT") of which Estill Co. Board of Education is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Sixty-One Thousand Seven Hundred Thirty-Eight dollars and 88 cents (\$ 61,738.88) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras. * The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 9/20/21

Name of Company Rising Sun Developing Company

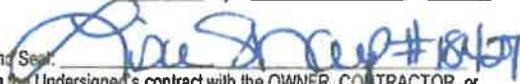
Signature: 

(Undersigned)

Subscribed and sworn before me this 20 day of September, 2021

Printed Name: Shane Carpenter

Title of Person Signing: Project Manager

Notary Signature and Seal: 

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

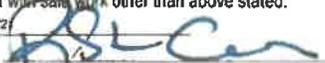
THE Undersigned, being duly sworn, deposes and says that (s)he Shane Carpenter the Project Manager of Rising Sun Developing Company ("Company name and Undersigned"), who is the contractor for the General Trades work on the project ("Project") located at Irwin, KY owned by Estill Co. Board of Education ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 1,933,038.68 prior to this payment.
 That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR, EQUIPMENT, SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.

Date: 9/12/21 Name of Company Rising Sun Developing Company (Undersigned)

Signature:  Printed Name: Shane Carpenter Title: Project Manager

Subscribed and sworn before me this 20 day of September, 2021 Notary Signature and Seal: 

THE PRESENT STATUS OF THE ACCOUNT

PROJECT NAME: ESTILL COUNTY ATC-AREA A LOWER LEVEL

ORIGINAL CONTRACT SUM:

NET CHANGE BY CHANGE ORDER:

CONTRACT SUM TO DATE:

TOTAL COMPLETED & STORED TO DATE:

LESS RETAINAGE: (10%)

TOTAL EARNED LESS RETAINAGE:

LESS PREVIOUS INVOICE FOR PAYMENT:

CURRENT PAYMENT DUE:

CARMICLE MASONRY,LLC.

JOB #

INVOICE #

PERIOD FROM:

PERIOD TO:

ITEM	DESCRIPTION OF WORK PAGE ONE	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE	PER-CENT	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPL-CATIONS	THIS APPLICATION WORK IN PLACE	STORED MATERIAL				
	GENERAL CONDITIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	1,000.00
	BOND & INSURANCE	29,000.00	29,000.00	0.00	0.00	29,000.00	100%	0.00	2,900.00
	MOBILIZATION	12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	1,200.00
	CMU (LABOR)	194,000.00	194,000.00	0.00	0.00	194,000.00	100%	0.00	19,400.00
	GROUT (MATERIAL)	26,000.00	26,000.00	0.00	0.00	26,000.00	100%	0.00	2,600.00
	GROUT (LABOR)	29,000.00	29,000.00	0.00	0.00	29,000.00	100%	0.00	2,900.00
	REBAR (MATERIAL)	14,000.00	14,000.00	0.00	0.00	14,000.00	100%	0.00	1,400.00
	REBAR (LABOR)	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	1,500.00
	MASONRY ACCESSORIES (LABOR)	11,000.00	11,000.00	0.00	0.00	11,000.00	100%	0.00	1,100.00
	SPRAY FOAM (MATERIAL)	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	700.00
	SPRAY FOAM (LABOR)	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	400.00
	BRICK (LABOR)	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	2,000.00
	STONE (MATERIAL)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	STONE (LABOR)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	GROUND FACE (MATERIAL)	2,000.00	2,000.00	0.00	0.00	2,000.00	100%	0.00	200.00
	GROUND FACE (LABOR)	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	100.00
	SAND (MATERIAL)	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	600.00
	CLEAN-UP (LABOR)	500.00	500.00	0.00	0.00	500.00	100%	0.00	50.00
	COP # 12 (PR# 7)	330.00	330.00	0.00	0.00	330.00	100%	0.00	33.00
	CO4-6	3,739.61	3,739.61	0.00	0.00	3,739.61	100%	0.00	373.96
TOTALS		384,569.61	380,830.00	3,739.61	0.00	384,569.61		0.00	38,456.96

THE PRESENT STATUS OF THE ACCOUNT
PROJECT NAME: ESTILL COUNTY ATC-AREA A 2ND LEVEL
ORIGINAL CONTRACT SUM:
NET CHANGE BY CHANGE ORDER:
CONTRACT SUM TO DATE:

TOTAL COMPLETED & STORED TO DATE:
LESS RETAINAGE: (10%)
TOTAL EARNED LESS RETAINAGE:
LESS PREVIOUS INVOICE FOR PAYMENT:
CURRENT PAYMENT DUE:

CARMICLE MASONRY,LLC.
JOB #
INVOICE #
PERIOD FROM: 08/20/21
PERIOD TO: 09/20/21

ITEM	DESCRIPTION OF WORK PAGE ONE	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE	PER-CENT	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPL-CATIONS	THIS APPLICATION WORK IN PLACE	STORED MATERIAL				
	GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	BOND & INSURANCE	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	MOBILIZATION	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	CMU (LABOR)	125,000.00	125,000.00	0.00	125,000.00	100%	0.00	12,500.00	
	GROUT (MATERIAL)	15,000.00	15,000.00	0.00	15,000.00	100%	0.00	1,500.00	
	GROUT (LABOR)	17,000.00	17,000.00	0.00	17,000.00	100%	0.00	1,700.00	
	REBAR (MATERIAL)	11,000.00	11,000.00	0.00	11,000.00	100%	0.00	1,100.00	
	REBAR (LABOR)	12,000.00	12,000.00	0.00	12,000.00	100%	0.00	1,200.00	
	MASONRY ACCESSORIES (LABOR)	8,000.00	8,000.00	0.00	8,000.00	100%	0.00	800.00	
	SPRAY FOAM (MATERIAL)	4,000.00	4,000.00	0.00	4,000.00	100%	0.00	400.00	
	SPRAY FOAM (LABOR)	3,000.00	3,000.00	0.00	3,000.00	100%	0.00	300.00	
	BRICK (LABOR)	15,000.00	15,000.00	0.00	15,000.00	100%	0.00	1,500.00	
	STONE (MATERIAL)	3,000.00	3,000.00	0.00	3,000.00	100%	0.00	300.00	
	STONE (LABOR)	1,000.00	1,000.00	0.00	1,000.00	100%	0.00	100.00	
	GROUND FACE (MATERIAL)	4,000.00	4,000.00	0.00	4,000.00	100%	0.00	400.00	
	GROUND FACE (LABOR)	1,000.00	1,000.00	0.00	1,000.00	100%	0.00	100.00	
	SAND (MATERIAL)	6,000.00	6,000.00	0.00	6,000.00	100%	0.00	600.00	
	CLEAN-UP (LABOR)	500.00	500.00	0.00	500.00	100%	0.00	50.00	
TOTALS		225,500.00	225,500.00	0.00	225,500.00		0.00	22,550.00	

THE PRESENT STATUS OF THE ACCOUNT
 PROJECT NAME: ESTLL COUNTY ATC-AREA B 2ND LEVEL
 ORIGINAL CONTRACT SUM:
 NET CHANGE BY CHANGE ORDER:
 CONTRACT SUM TO DATE:

TOTAL COMPLETED & STORED TO DATE:
 LESS RETAINAGE: (10%)
 TOTAL EARNED LESS RETAINAGE:
 LESS PREVIOUS INVOICE FOR PAYMENT:
 CURRENT PAYMENT DUE:

CARMICLE MASONRY,LLC.
 JOB #
 INVOICE #
 PERIOD FROM: 08/20/21
 PERIOD TO: 09/20/21

ITEM	DESCRIPTION OF WORK PAGE ONE	SCHEDULED VALUE	WORK COMPLETED				TOTAL COMPLETED & STORED TO DATE	PER-CENT	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLI-CATIONS	THIS APPLICATION		STORED MATERIAL				
				WORK IN PLACE						
	GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	BOND & INSURANCE	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	MOBILIZATION	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	CMU (LABOR)	174,000.00	174,000.00	0.00	0.00	174,000.00	100%	0.00	17,400.00	
	GROUT (MATERIAL)	21,000.00	21,000.00	0.00	0.00	21,000.00	100%	0.00	2,100.00	
	GROUT (LABOR)	22,000.00	22,000.00	0.00	0.00	22,000.00	100%	0.00	2,200.00	
	REBAR (MATERIAL)	12,500.00	12,500.00	0.00	0.00	12,500.00	100%	0.00	1,250.00	
	REBAR (LABOR)	11,000.00	11,000.00	0.00	0.00	11,000.00	100%	0.00	1,100.00	
	MASONRY ACCESSORIES (LABOR)	8,000.00	8,000.00	0.00	0.00	8,000.00	100%	0.00	800.00	
	SPRAY FOAM (MATERIAL)	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	700.00	
	SPRAY FOAM (LABOR)	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	700.00	
	BRICK (LABOR)	31,000.00	31,000.00	0.00	0.00	31,000.00	100%	0.00	3,100.00	
	STONE (MATERIAL)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	STONE (LABOR)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
	GROUND FACE (MATERIAL)	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	400.00	
	GROUND FACE (LABOR)	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	100.00	
	SAND (MATERIAL)	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	600.00	
	CLEAN-UP (LABOR)	500.00	500.00	0.00	0.00	500.00	100%	0.00	50.00	
	COP # 10 (PR # 8)	2,961.00	2,961.00	0.00	0.00	2,961.00	100%	0.00	296.10	
	TOTALS	307,961.00	307,961.00	0.00	0.00	307,961.00		0.00	30,796.10	



AIA[®]

Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:*(Name and address):*ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY**PROJECT NUMBER:** CMAKDE000704**CONTRACT FOR:** 00400**CONTRACT DATE:** 1/6/2020**TO OWNER:***(Name and address):*ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336**TO CONTRACTOR:***(Name and address):*CARMICLE MASONRY
1235 LEBANON ROAD
DANVILLE, KY 42718**DATE OF ISSUANCE:** Monday, August 23, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:** Pedway and Pedway Tower

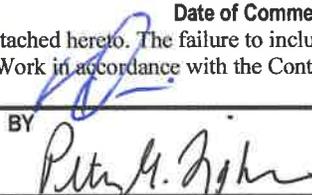
The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as **AUGUST 4, 2021** which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER
 CODELL CONSTRUCTION COMPANY

BY 

DATE 9/17/21

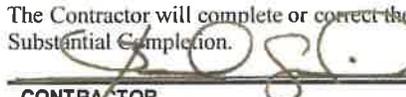
 DATE 9/21/21

ARCHITECT
 ROSS-TARRANT ARCHITECTS INC

BY _____

DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.



CONTRACTOR
 CARMICLE MASONRY

BY Brandon Carmicle, President

DATE 9/17/2021

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on _____ (date).

OWNER
 ESTILL COUNTY BOARD OF EDUCATION

BY _____

DATE _____

The responsibilities of the Owner and the 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)*

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):
ESTILL COUNTY AREA CAREER AND TECHNICAL
CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00400
CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:
(Name and address):
CARMICLE MASONRY
1235 LEBANON ROAD
DANVILLE, KY 42718

DATE OF ISSUANCE: Monday, August 23, 2021
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY _____ DATE 9/15/21

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

Brandon Carmicle _____
CONTRACTOR
CARMICLE MASONRY

BY [Signature] DATE 9/9/2021

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER
ESTILL COUNTY BOARD OF
EDUCATION

BY _____ DATE _____

The responsibilities of the Owner and the 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)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 00400
CONTRACT FOR: CARMICLE MASONRY
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF:
COUNTY OF:

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

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, may be used for this purpose

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 CARMICLE MASONRY
 1235 LEBANON ROAD
 DANVILLE, KY 42718

BY: 

(Signature of authorized representative)

Brandon Carmicle, President

(Printed name and title)

Subscribed and sworn to before me on this date: 9th Day of September 2021

Notary Public: 

My Commission Expires: 3/7/2025 Commission # KYNP 20840

AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 00400
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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)*
 CARMICLE MASONRY
 1235 LEBANON ROAD
 DANVILLE, KY 42718

BY: 

(Signature of authorized representative)

Brandon Carmicle, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: 
 My Commission Expires: 3/7/2025 Commission # KYNP 20840

Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of Kentucky)

County of Boyle)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **CARMICLE MASONRY** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 00400

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

CARMICLE MASONRY

Contractor

By: [Signature]

SWORN TO AND SUBSCRIBED BEFORE ME, this day 9th of
 September 2021

[Signature]

Notary Public 3/7/2025 Commission # KYNP20840

Carmicle Masonry L.L.C.

1235 Lebanon Rd.

Danville KY 40422

859-608-6908

Warranty

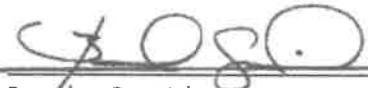
DATE: 9/14/2021

PROJECT: Estill Co. ATC Building Substantial Completion Date 7/21/2021
Estill Co. ATC Pedway and Tower Substantial Completion Date 8/4/2021

Carmicle Masonry, LLC. will provide a warranty for all workmanship and materials on the above referenced project. This warranty commences on the date of substantial completion and is effective for one year from that date.

Exception: This warranty does not cover damages to any masonry caused by other trades or parties. This warranty does not cover damages outside of normal wear and tear specified by the Masonry Institute of American (MIA) and American Concrete Institute (ACI).

Signed:



Brandon Carmicle,
President

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Estill County Area Technology Center
(name, address) Irvine KY 40336

TO (Owner)
Estill County Board of Education
253 Main Street
Irvine KY 40336

CONTRACT FOR: Masonry Package

PROJECT NO.:

CONTRACTOR:
Carmicle Masonry LLC
1235 Lebanon Road
Danville KY 40422

CONTRACT DATE: December 16, 2019

FINAL CONTRACT PRICE: TBD

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

Great American Insurance Company
301 E 4th Street
Cincinnati OH 45202

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Carmicle Masonry LLC
1235 Lebanon Road
Danville KY 40422

, CONTRACTOR

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

Estill County Board of Education
253 Main Street
Irvine KY 40336

, OWNER,

as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 10th day of September, 2021.

Great American Insurance Company
Surety Company

(SEAL)

By Elizabeth Manley
Signature of Authorized Representative

Elizabeth Manley Attorney in Fact
Title

BP 5

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC Structural Steel

APPLICATION NO: 12

DISTRIBUTION
TO:

FROM
CONTRACTOR: Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

PERIOD TO: 9/20/2021
CONTRACT DATE: 11/21/2019
PROJECT NOS:

OWNER
CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACT FOR: BP #5 - Structural Steel

VIA CONSTRUCTION
MANAGER: Codell Construction
VIA ARCHITECT: Ross Tarrant Architects

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.

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.

1. ORIGINAL CONTRACT SUM \$ 513,000.00
2. NET CHANGES IN THE WORK \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 513,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 513,000.00

CONTRACTOR: Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

By: [Signature] Date: 9.20.2021
Shane Carpenter / GM

5. RETAINAGE:
a. 0.00 % of Completed Work \$ 0.00
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 0.00

State of: KY
County of: Fayette

Subscribed and Sworn to before me this

Notary Public: [Signature] Day of Sept 2021
My Commission Expires: 2-3-25

6. TOTAL EARNED LESS RETAINAGE \$ 513,000.00
(Line 4 minus Line 5 Total)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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.

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 487,350.00
(Line 6 from prior Certificate)

AMOUNT CERTIFIED \$ 26,650.00

8. CURRENT PAYMENT DUE \$ 26,650.00
(Line 3 minus Line 6)

(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 to the amount certified.)
CONSTRUCTION MANAGER: [Signature] Date: 9/20/21

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this month, including Construction Change Directives	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES IN THE WORK	0.00	

ARCHITECT: [Signature] (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
By: [Signature] Date: 9/21/21

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.

AIA Type Document
Application and Certification for Payment

TO (OWNER): Estill County BOE
253 Main Street
Irvine, KY 40336

PROJECT: Estill Co. ATC Structural Steel

APPLICATION NO: 12
PERIOD TO: 9/20/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

VIA (ARCHITECT): Ross Tarrant Architects
101 Old Lafayette Ave.
Lexington, KY 40502

ARCHITECTS
PROJECT NO:

CONTRACT FOR: BP #5 - Structural Steel

CONTRACT DATE: 11/21/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	general conditions	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00	0.00	0.00
2	structural steel	148,000.00	148,000.00	0.00	0.00	148,000.00	100.00	0.00	0.00
3	decking	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	0.00
4	bar joist	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00	0.00	0.00
5	metal fabrication	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
6	handrails	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	0.00
7	equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
8	alternate 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	material	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00	0.00	0.00
10	labor	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00	0.00	0.00
11	handrail labor	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
12	equipment	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
13	CO#5-1 time extension 22 days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	CO#5-2 time extension #2 28 days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	CO#5-3 time extension#3 27 days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REPORT TOTALS		\$513,000.00	\$513,000.00	\$0.00	\$0.00	\$513,000.00	100.00	\$0.00	\$0.00

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
COUNTY OF Fayette
TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Esllr Co. ATC General Trades ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Structural Steel for project known as Esllr Co. ATC Structural Steel ("PROJECT") of which Esllr Co. Board of Education is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Twenty-Five Thousand Six Hundred Fifty dollars and no cents (\$ 25,650.00) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 9/20/21

Name of Company Rising Sun Developing Company

Signature:

(Undersigned)

Subscribed and sworn before me this 20 day of September, 20 21

Printed Name: Shane Carpenter

Title of Person Signing: GM

Notary Signature and Seal:

NOTE *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner

STATE OF Kentucky
COUNTY OF Fayette
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Shane Carpenter the GM of Rising Sun Developing Company ("Company name and Undersigned"), who is the contractor for the Structural Steel work on the project ("Project") located at Irvine, KY owned by Esllr Co. Board of Education ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 487,350.00 prior to this payment.

That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned suppliers or subcontractors pertaining to the project whether or not listed below.

Table with 6 columns: NAMES, TYPE /SCOPE WORK, CONTRACT PRICE, AMOUNT PREVIOUSLY PAID, THIS PAYMENT, BALANCE DUE. Includes a row for 'TOTAL LABOR, EQUIPMENT, SERVICES, & MATERIAL TO COMPLETE'.

That there are no 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.

Date: 9/20/21 Name of Company Rising Sun Developing Company (Undersigned)

Signature: Printed Name: Shane Carpenter Title: GM

Subscribed and sworn before me this 20 day of September, 20 21 Notary Signature and Seal:

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY 40336

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00500

CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

RISING SUN DEVELOPING, INC.
2555 PALUMBO DRIVE, SUITE 110
LEXINGTON, KY 40509

DATE OF ISSUANCE: Monday, August 23, 2021

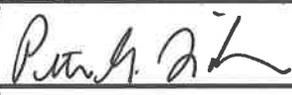
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

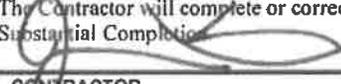
Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE 9/15/21
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY 	DATE 9/21/21

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

 CONTRACTOR RISING SUN DEVELOPING, INC	BY Jason Akers	DATE 9/9/21
---	-------------------	----------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY	DATE
---	----	------

The responsibilities of the Owner and the 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)*

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY 40336

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00500

CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

RISING SUN DEVELOPING, INC
2555 PALUMBO DRIVE, SUITE 110
LEXINGTON, KY 40509

DATE OF ISSUANCE: Monday, August 23, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as AUGUST 4, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

[Signature]

DATE

9/20/21

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

[Signature]

DATE

9/21/21

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR
RISING SUN DEVELOPING, INC

BY

Jason Akers

9/16/2021

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY BOARD OF EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)

Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of Kentucky)

County of Fayette)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **RISING SUN DEVELOPING, INC.** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 00500

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

RISING SUN DEVELOPING, INC.

Contractor

By: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this day 9 of
September 20 21 .

Notary Public

#18427



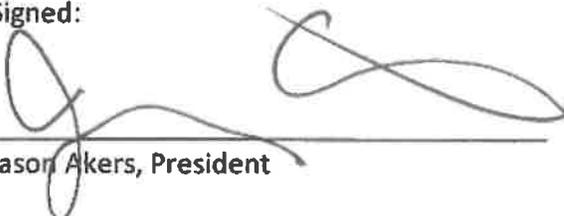
WARRANTY

DATE: 9/9/2021

**RE: Estill Co. Area Career & Technical Center BP#00500
Irvine, KY**

Rising Sun Developing Company will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on the date of substantial completion, July 21, 2021, it is effective for one year from this date.

Signed:



Jason Akers, President

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 00500
CONTRACT FOR: RISING SUN DEVELOPING, INC.
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF:
COUNTY OF:

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

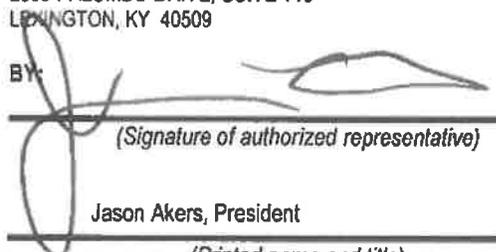
Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 RISING SUN DEVELOPING, INC.
 2555 PALUMBO DRIVE, SUITE 110
 LEWINGTON, KY 40509

BY:


 (Signature of authorized representative)

Jason Akers, President

(Printed name and title)

Subscribed and sworn to before me on this date: 9/9/21

Notary Public:

#18427

My Commission Expires: 2/3/25

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User Notes:
 (438928874)

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
 CONTRACT FOR: 00500
 CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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:

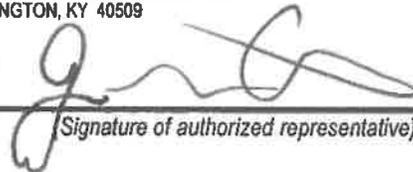
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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)*

RISING SUN DEVELOPING, INC
 2555 PALUMBO DRIVE, SUITE 110
 LEXINGTON, KY 40509

BY:



(Signature of authorized representative)

Jason Akers, President

(Printed name and title)

Subscribed and sworn to before me on this date: 9/9/21

Notary Public:  #18427
 My Commission Expires: 2/3/25

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User Notes:

(564650863)



WARRANTY

DATE: 9/9/2021

**RE: Estill Co. Area Career & Technical Center BP#00500
Includes Pedway & Pedway Tower
Irvine, KY**

Rising Sun Developing Company will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on the date of substantial completion, August 4, 2021, it is effective for one year from this date.

Signed:



Jason Akers, President

 **AIA Document G707™ – 1994**

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Rising Sun Developing, Inc. 2555 Palumbo Drive, Ste 110 Lexington, KY 40509	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: ESTILL COUNTY AREA TECHNOLOGY CBNTER BID PKG #5 STEEL	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> ESTILL COUNTY BOARD OF EDUCATION 253 MAIN STREET IRVINE, KY 40336	CONTRACT DATED: 12/6/2019	

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schmumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)

Rising Sun Developing, Inc.
2555 Palumbo Drive, Ste 110
Lexington, KY 40509

, 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)

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/10/2021
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)



(Signature of authorized representative)

Mary Elliott, Attorney-in-fact

(Printed name and title)

Attest:
(Seal):



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

BSP 6

TO CM:
Esfil County Board of Education

PROJECT:
Esfil County ATC

APPLICATION NO: 12
PERIOD TO:

FROM CONTRACTOR:
Kalkreuth Roofing & Sheet Metal, Inc
PO Drawer 6399 Wheeling wv 26003

VIA ARCHITECT:
Ross Farrant

CONTRACT FOR: ROOFING

CONTRACT DATE: 12/16/2019

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..... \$ 519,180.00
- 2. NET CHANGE BY CHANGE ORDERS..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 519,180.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 519,180.00
(Column G on G703)
- 5. RETAINAGE:
10% \$ 0.00
(Columns D + E on G703)
- b. --- of Stored Material \$ 0
(Column F on G703)
Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 519,180.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 493,221.00
- 8. CURRENT PAYMENT DUE..... \$ 25,959.00
- 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		
Total Approved this Month	0	0
Totals	0	0
Net Changes by Change Order	0	0

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.

By: *[Signature]* Date: 07/20/2021

State of: WV
County of: OHIO
Subscribed and sworn to before me this 20 day of JULY 2021

Notary Public: *[Signature]*
My Commission expires:



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 their 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..... *25,959.00*

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

By: *[Signature]* Date: 7/21/21

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.

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

Application Number:
Application Date:
Period To:

07/20/2021
07/31/2021

Use Column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
	MONILIZATION	10,000.00	10,000.00		0.00		10,000.00	100%	-	0.00
	LIGHTWEIGHT CONCRETE - BASE	196,450.00	196,450.00		0.00		196,450.00	100%	-	0.00
	ROOFING MATERIAL - BASE	18,116.00	18,116.00		0.00		18,116.00	100%	-	0.00
	ROOFING LABOR - BASE	35,875.00	35,875.00		0.00		35,875.00	100%	-	0.00
	SHEET METAL MATERIAL - BASE	6,082.00	6,082.00		0.00		6,082.00	100%	-	0.00
	SHEET METAL LABOR - BASE	15,200.00	15,200.00		0.00		15,200.00	100%	-	0.00
	METAL WALL PANEL MATERIAL - BASE	15,778.00	15,778.00		0.00		15,778.00	100%	-	0.00
	METAL WALL PANEL LABOR - BASE	69,897.00	69,897.00		0.00		69,897.00	100%	-	0.00
	METAL SOFFIT PANEL MATERIAL - BASE	1,100.00	1,100.00		0.00		1,100.00	100%	-	0.00
	METAL SOFFIT PANEL LABOR - BASE	9,501.00	9,501.00		0.00		9,501.00	100%	-	0.00
	ROOFING MATERIAL - ALTERNATE #5	17,413.00	17,413.00		0.00		17,413.00	100%	-	0.00
	ROOFING LABOR - ALTERNATE #5	12,880.00	12,880.00		0.00		12,880.00	100%	-	0.00
	SHEET METAL MATERIAL - ALTERNATE #5	6,697.00	6,697.00		0.00		6,697.00	100%	-	0.00
	SHEET METAL LABOR - ALTERNATE #5	10,600.00	10,600.00		0.00		10,600.00	100%	-	0.00
	METAL WALL PANEL MATERIAL - ALT #5	9,820.00	9,820.00		0.00		9,820.00	100%	-	0.00
	METAL WALL PANEL LABOR - ALT #5	59,408.00	59,408.00		0.00		59,408.00	100%	-	0.00
	METAL SOFFIT PANEL MATERIAL - ALT #5	1,385.00	1,385.00		0.00		1,385.00	100%	-	0.00
	METAL SOFFIT PANEL LABOR - ALT #5	22,978.00	22,978.00		0.00		22,978.00	100%	-	0.00
CO #1	ADD 22 CALENDAR DAYS - NO COST	0.00	0.00		0.00		0.00	0%	-	0.00
CO #2	ADD 22 CALENDAR DAYS - NO COST	0.00	0.00		0.00		0.00	0%	-	0.00
	TOTAL SITE COSTS	519,180.00	519,180.00		0.00	0.00	519,180.00	100.00%	0.00	0.00

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

STATE OF WEST VIRGINIA
 COUNTY OF OHIO
 TO WHOM IT MAY CONCERN:

(use for all tiers)

WHEREAS, the undersigned ("Undersigned") has been employed by Estill County Board of Education ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Roofing and sheet metal for project known as Estill County ATC ("PROJECT") of which Estill County Board of Education is the owner ("OWNER") and on which Kalkreuth Roofing & Sheet Metal, Inc. is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of _____ (\$ _____) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras. The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: _____ Name of Company Kalkreuth Roofing & Sheet Metal, Inc.
 Signature: _____ (Undersigned)
 Printed Name: Allee Ambrose Subscribed and sworn before me this _____ day of _____, 2021
 Title of Person Signing: Billing Coordinator Notary Signature and Seal: _____

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner,

STATE OF WEST VIRGINIA **CONTRACTOR'S AFFIDAVIT**
 COUNTY OF OHIO
 TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that (s)he Allee Ambrose the Billing Coordinator of Kalkreuth Roofing & Sheet Metal, Inc. ("Company name and Undersigned"), who is the contractor for the roofing and sheet metal work on the project ("Project") located at 495 Engineer Drive, Irvine, KY owned by Estill County Board of Education ("Owner") and on which Kalkreuth Roofing & Sheet Metal, Inc. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 428,657.27 prior to this payment.
 That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
Seawest Specialty Contracting, LLC	Lightweight conc	143,083.00	137,583.00	0.00	5,500.00
Lane Steel - PA	Roof materials	10,258.88	10,258.88	0.00	0.00
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.

Date: June 11, 2021 Name of Company Kalkreuth Roofing & Sheet Metal, Inc. (Undersigned)
 Signature: Allee Ambrose Printed Name: Allee Ambrose NOTARY PUBLIC title: Billing Coordinator
 Subscribed and sworn before me this 11 day of June
 Notary Seal: LACE FRENCH
 Kalkreuth Roofing & Sheet Metal Inc.
 PO Drawer 6399
 Wheeling, West Virginia 26003
 My Commission Expires Dec. 28, 2024



AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:*(Name and address):*ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY 40336**PROJECT NUMBER:** CMAKDE000704**TO OWNER:***(Name and address):*ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336**CONTRACT FOR:** 00600**CONTRACT DATE:** 1/6/2020**TO CONTRACTOR:***(Name and address):*KALKREUTH ROOFING & SHEET METAL
2131 CAPSTONE DR.
LEXINGTON, KY 40511**DATE OF ISSUANCE:** Monday, August 23, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

Pete M. Zirk

DATE

*9/9/21**9/21/21*

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR
KALKREUTH ROOFING & SHEET METAL

BY

Chase Cupryk

DATE

9.8.21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY BOARD OF EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)*

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:
(Name and address):
ESTILL COUNTY AREA CAREER AND TECHNICAL
CENTER
IRVINE, KY 40336

PROJECT NUMBER: CMAKDE000704

TO OWNER:
(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

CONTRACT FOR: 00600
CONTRACT DATE: 1/6/2020
TO CONTRACTOR:
(Name and address):
KALKREUTH ROOFING & SHEET METAL
2131 CAPSTONE DR.
LEXINGTON, KY 40511

DATE OF ISSUANCE: Monday, August 23, 2021
PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as AUGUST 4, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

DATE

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR
KALKREUTH ROOFING & SHEET
METAL

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY BOARD OF
EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)*

Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of WV)

County of Ohio)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **KALKREUTH ROOFING & SHEET METAL** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 00600

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

KALKREUTH ROOFING & SHEET METAL

Contractor

By: Karen Bowman

SWORN TO AND SUBSCRIBED BEFORE ME, this day 9 **of**
 Sept. 20 21 .

 [Signature]
Notary Public



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: (Name and address)
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 00600
CONTRACT FOR: KALKREUTH ROOFING & SHEET METAL
CONTRACT DATED: 1/6/2020

TO OWNER: (Name and address)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: WV
COUNTY OF: Ohio

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS: Beacon Roofing Supply \$638.31
 Seawest Specialty \$20,787.00

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

CONTRACTOR: (Name and address)
 KALKREUTH ROOFING & SHEET METAL
 2131 CAPSTONE DR.
 LEXINGTON, KY 40511

BY: Karen Bowman
 (Signature of authorized representative)

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

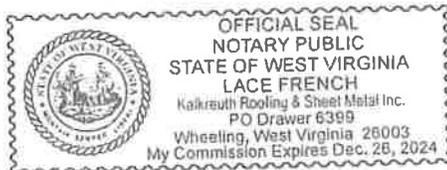
Karen Bowman, Credit Mgr.
 (Printed name and title)

Subscribed and sworn to before me on this date:

9/9/21
 Notary Public: [Signature]
 My Commission Expires:

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User Notes:
 (436928874)



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 00600
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: WV
COUNTY OF: Ohio

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: retainage in the amount of \$25,959.00

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)*
 KALKREUTH ROOFING & SHEET METAL
 2131 CAPSTONE DR.
 LEXINGTON, KY, 40511

BY: 
 (Signature of authorized representative)

Karen Bowman, Credit Mgr.
 (Printed name and title)

Subscribed and sworn to before me on this date:
 9/9/21

Notary Public: 
 My Commission Expires:

AIA Document G706A[™] – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

User Notes:



(564650863)



Name of Building: Estill County Area Technology Center

Pedway & Tower

Building Address: 495 Engineer Dr. Irvine, KY 40336

Building Owner: Estill Co Board of Education

Warranty Effective Date: 08.04.2021

Warranty Expiration Date: 08.04.2023

WHEREAS Roofing Installer has contracted either directly with Owner or indirectly as a subcontractor to warrant said work against leaks and faulty or defective materials and workmanship for designated Period.

Warranty: Roofing Installer warrants to the Owner that it installed the Johns Manville roof system on the above-referenced project in accordance with (a) the written specifications and (b) good industry practices, in effect on the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired any defects in the Contractor's workmanship or materials. Upon expiration of the term of this warranty, without notice from owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the Contractor's Work provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention during the term of this Warranty by Owner.

Terms, Conditions and Limitations. This warranty does not cover any defects in the Contractor's Work caused by: the acts or omissions of other trades or contractors; flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, defects or failure of materials used as a substrate over which the Contractor's Work was installed; , or other parts of the building; cracking and porosity of mortar and brick; winds in excess of 55 MPH or as stated in the specifications, or other conditions beyond the control of Contractor, termites or other insects; rodents or other animals; lightning; fire; or harmful chemicals, acids and the like that come in contact with the Contractor's Work and otherwise damage the same. If the Contractor's Work fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its terms unless such damage is repaired by Contractor at the expense of the Owner.

Notification by Owner. During the term of this warranty, if the Contractor's Work becomes defective, the Owner must immediately notify Contractor by telephone of such defects and promptly confirm such telephone notice by written notice to Contractor.

Events Which May Void Warranty. This warranty shall become null and void:

- (a) Unless Contractor receives notice from Owner in accordance with above paragraph of any defects and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the Contractor's Work and :
- (b) If work is done on such (Contractor's Work) , including, but without limitation, work in connection with flues, vents, drains, sign braces, railing, platforms or other equipment fastened to the Contractor's Work, or if repairs or alternations are made to said Contractor's Work without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary application recommendations with respect thereto, which recommendations are complied with . Contractor shall be paid for time and materials and workmanship expended in making recommendations or repairs occasioned by the work of others on the subject roof system.

Transferability. This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of contractor.

No Other Warranties. No other express warranty is given by Contractor to Owner. The repair of the contractor's work stated above is the exclusive remedy. THE IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

This warranty is separate and apart from any warranty which may be issued to Owner by the Manufacturer(s). CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE MATERIAL MANUFACTURER'S WARRANTY.

Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.

Payment to Contractor. This warranty shall not be or become effective unless and until Contractor has been paid in full for not only this work, but all of the contract work in accordance with the agreement pursuant to which said Contractor's Work was installed.

Special Conditions. None

This warranty has been duly executed this 30th day of April 2021.

Kalkreuth Roofing and Sheet Metal, Inc.

Mollie Absher

By:

Mollie Absher, Warranty Administrator



Name of Building: Estill County Area Technology Center Building

Building Address: 495 Engineer Dr. Irvine, KY 40336

Building Owner: Estill Co Board of Education

Warranty Effective Date: 07.21.2021

Warranty Expiration Date: 07.21.2023

WHEREAS Roofing Installer has contracted either directly with Owner or indirectly as a subcontractor to warrant said work against leaks and faulty or defective materials and workmanship for designated Period.

Warranty: Roofing Installer warrants to the Owner that it installed the Johns Manville roof system on the above-referenced project in accordance with (a) the written specifications and (b) good industry practices, in effect on the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired any defects in the Contractor's workmanship or materials. Upon expiration of the term of this warranty, without notice from owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the Contractor's Work provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention during the term of this Warranty by Owner.

Terms, Conditions and Limitations. This warranty does not cover any defects in the Contractor's Work caused by: the acts or omissions of other trades or contractors; flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, defects or failure of materials used as a substrate over which the Contractor's Work was installed; , or other parts of the building; cracking and porosity of mortar and brick; winds in excess of 55 MPH or as stated in the specifications, or other conditions beyond the control of Contractor, termites or other insects; rodents or other animals; lightning; fire; or harmful chemicals, acids and the like that come in contact with the Contractor's Work and otherwise damage the same. If the Contractor's Work fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its terms unless such damage is repaired by Contractor at the expense of the Owner.

Notification by Owner. During the term of this warranty, if the Contractor's Work becomes defective, the Owner must immediately notify Contractor by telephone of such defects and promptly confirm such telephone notice by written notice to Contractor.

Events Which May Void Warranty. This warranty shall become null and void:

- (a) Unless Contractor receives notice from Owner in accordance with above paragraph of any defects and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the Contractor's Work and :
- (b) If work is done on such (Contractor's Work) , including, but without limitation, work in connection with flues, vents, drains, sign braces, railing, platforms or other equipment fastened to the Contractor's Work, or if repairs or alternations are made to said Contractor's Work without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary application recommendations with respect thereto, which recommendations are complied with . Contractor shall be paid for time and materials and workmanship expended in making recommendations or repairs occasioned by the work of others on the subject roof system.

Transferability. This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of contractor.

No Other Warranties. No other express warranty is given by Contractor to Owner. The repair of the contractor's work stated above is the exclusive remedy. THE IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

This warranty is separate and apart from any warranty which may be issued to Owner by the Manufacturer(s). CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE MATERIAL MANUFACTURER'S WARRANTY.

Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.

Payment to Contractor. This warranty shall not be or become effective unless and until Contractor has been paid in full for not only this work, but all of the contract work in accordance with the agreement pursuant to which said Contractor's Work was installed.

Special Conditions. None

This warranty has been duly executed this 30th day of April 2021.

Kalkreuth Roofing and Sheet Metal, Inc.

Mollie Absher

By:

Mollie Absher, Warranty Administrator

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

BOND NO. 9319899

PROJECT: <i>(Name and address)</i> Estill County Area Technology Center, Irvine, KY - Bid Package 6	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Roofing	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Estill County Board of Education 253 Main Street Irvine, KY 40336	CONTRACT DATED: December 16, 2019	

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

Kalkreuth Roofing & Sheet Metal, Inc.
2131 Capstone Drive
Lexington, KY 40511

, 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)

Estill County Board of Education
253 Main Street
Irvine, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 12, 2021
(Insert in writing the month followed by the numeric date and year.)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)


Eric J. Follman, Sr., Attorney-in-Fact
(Signature of authorized representative)

Eric J. Follman, Sr., Attorney-in-Fact
(Printed name and title)

Witness/
Attest:
(Seal)

Caitlin C. Baker



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric J. FOLLMAN, SR., Fernanda L. DEPAOLANTONIO, Lynn M. WHELOCK and Nancy NIGRO, all of Wayne, Pennsylvania**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of December, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577





Peak Advantage Guarantee



Building Owner:
 Estill County Board of Education
 253 Main Street
 Irvine, KY 40336-1061

Guarantee Number: ANP128049966
Expiration Date: June 21, 2041
Job Name: Estill County ATC
Date of Completion: June 21, 2021

Building Name:
 Estill County ATC
 495 Engineer Dr.
 Irvine, KY 40336

Approved Roofing Contractor:
 KALKREUTH ROOFING & SHEET METAL INC
 2131 CAPSTONE DRIVE
 LEXINGTON, KY 40511

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 325

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	291	PVC	SP6RA	No Insulation			

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style		lin ft
	Expand-O-Flash (2) Style		lin ft
	Expand-O-Flash (3) Style		lin ft
	Fascia Style:		lin ft
	Copings Style:		lin ft
	Drains (1) Style:		ea
	Vents Style:		ea

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
2	19	PVC	SP6RA	ENRGY 3	Tapered ENRGY 3		Invinsa Roof Board

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style		lin ft
	Expand-O-Flash (2) Style		lin ft
	Expand-O-Flash (3) Style		lin ft
	Fascia Style:		lin ft
	Copings Style:		lin ft
	Drains (1) Style:		ea
	Vents Style:		ea

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
3	15	PVC	SP6RA	ENRGY 3	ENRGY 3	Tapered ENRGY 3	Invinsa Roof Board

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style		lin ft
	Expand-O-Flash (2) Style		lin ft
	Expand-O-Flash (3) Style		lin ft
	Fascia Style:		lin ft
	Copings Style:		lin ft
	Drains (1) Style:		ea
	Vents Style:		ea

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injunes or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation.



By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

~ None ~

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Owner Services Team
(800) 922-5922
E-mail: OwnerServices@jm.com
www.jm.com/roofing

BP 7

APPLICATION AND CERTIFICATE FOR PAYMENT
 AIA DOCUMENT G732/CMA

CONSTRUCTION MANAGER-ADVISER EDITION
 PAGE ONE OF PAGES

TO OWNER: PROJECT: Estill Co. ATC
 Estill Co. Board of Education

APPLICATION: 14 Distribution to:
 PERIOD TO: 08-15-21 OWNER
 PROJECT NO: CONSTRUCTION
 CONTRACT DATE: MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Bennett's Carpet, Inc.
 149 Steve Dr.
 Russell Springs, KY 42642
 CONTRACT FOR: BP#7 Gypsum Board/Ceilings

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. MODIFIED CONTRACT SUM \$ 988,112.34,000.00
2. Net change by Change Orders \$ 988,112.34,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 340,109.10
4. TOTAL COMPLETED & STORED TO DATE \$ 340,109.10
5. RETAINAGE: (Column G on G703) \$ 343,866.12
 - a. 10 % of Completed Work \$ 0.00
 - b. (Column D + E on G703) \$ 343,866.12
 - c. % 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 343,866.12
 (Line 4 less Line 5 total) 340,109.10
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 306,098.19
- 8. CURRENT PAYMENT DUE 37,767.93
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner			
Total approved this month including Construction Change Directives		\$6,109.10	
NET CHANGES by Change Order		TOTALS \$6,109.10	\$0.00

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: Bennett's Carpets, Inc.
 BY: *[Signature]* Date: 8/11/21
 State of: Ky
 County of: Adair
 Subscribed and sworn to before me this 11 day of August
 Notary Public: *[Signature]*
 My Commission Expires: 01/10/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 34,010.91 37,767.93
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER.)

BY: *[Signature]* Date: 9/9/21
 ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 BY: *[Signature]* Date: 9/21/21

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.

BP-7-2024
 T Corporation

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 Esstill Co. AIC
 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: 14
 APPLICATION DATE: 8/11/21
 PERIOD TO: 08/15/21
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
66	BOND COST	\$7,300.00	\$7,300.00		\$0.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$730.00
1	CEILING TILE MATERIAL	\$14,250.00	\$14,250.00		\$0.00	\$0.00	\$14,250.00	100.00%	\$0.00	\$1,425.00
5	CEILING GRID MATERIAL	\$11,370.00	\$11,370.00		\$0.00	\$0.00	\$11,370.00	100.00%	\$0.00	\$1,137.00
91	CEILING TIE LABOR	\$14,760.00	\$14,760.00		\$0.00	\$0.00	\$14,760.00	100.00%	\$0.00	\$1,476.00
90	CEILING TILE LABOR	\$8,960.00	\$8,960.00		\$0.00	\$0.00	\$8,960.00	100.00%	\$0.00	\$896.00
333S	SPRAY FOAM INSULATION	\$58,860.00	\$58,860.00		\$0.00	\$0.00	\$58,860.00	100.00%	\$0.00	\$5,886.00
881	LIFT RENTAL	\$19,400.00	\$19,400.00		\$0.00	\$0.00	\$19,400.00	100.00%	\$0.00	\$1,940.00
889	SUPERVISION	\$5,780.00	\$5,780.00		\$0.00	\$0.00	\$5,780.00	100.00%	\$0.00	\$578.00
884	DELIVERY LABOR	\$6,270.00	\$6,270.00		\$0.00	\$0.00	\$6,270.00	100.00%	\$0.00	\$627.00
898S	SHOP DRAWINGS/SUBMITTALS	\$1,000.00	\$1,000.00		\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$100.00
898C	CLOSEOUTS	\$500.00	\$500.00		\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$50.00
898M	MOBILIZATION	\$1,500.00	\$1,500.00		\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$150.00
898D	DEMOLITION	\$500.00	\$500.00		\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$50.00
898	MISC LABOR/GENERAL CONDITIONS	\$24,910.00	\$24,910.00		\$0.00	\$0.00	\$24,910.00	100.00%	\$0.00	\$2,491.00
393E	EXTERIOR DRYWALL HANGING LAB	\$19,940.00	\$19,940.00		\$0.00	\$0.00	\$19,940.00	100.00%	\$0.00	\$1,994.00
393I	INTERIOR DRYWALL HANGING LAB	\$33,310.00	\$33,310.00		\$0.00	\$0.00	\$33,310.00	100.00%	\$0.00	\$3,331.00
383	DRYWALL FINISHING LABOR	\$40,670.00	\$40,670.00		\$0.00	\$0.00	\$40,670.00	100.00%	\$0.00	\$4,067.00
3,933	DRYWALL FINISHING LABOR	\$8,610.00	\$8,610.00		\$0.00	\$0.00	\$8,610.00	100.00%	\$0.00	\$861.00
3931E	EXTERIOR FRAMING LABOR	\$15,340.00	\$15,340.00		\$0.00	\$0.00	\$15,340.00	100.00%	\$0.00	\$1,534.00
3931I	INTERIOR FRAMING LABOR	\$31,260.00	\$31,260.00		\$0.00	\$0.00	\$31,260.00	100.00%	\$0.00	\$3,126.00
305	DW/MS SUPPLIES	\$9,510.00	\$9,510.00		\$0.00	\$0.00	\$9,510.00	100.00%	\$0.00	\$951.00
10330	CHANGE ORDER #1	\$4,060.50	\$4,060.50		\$0.00	\$0.00	\$4,060.50	100.00%	\$0.00	\$406.05
20330	CHANGE ORDER #2	\$2,048.60	\$2,048.60		\$0.00	\$0.00	\$2,048.60	100.00%	\$0.00	\$204.86
GRAND TOTALS		\$340,109.10	\$340,109.10		\$0.00	\$0.00	\$340,109.10		\$0.00	\$34,010.91

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

**PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT
UNCONDITIONAL**

(use for all tiers)

STATE OF Kentucky
COUNTY OF Adair
TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction Inc. ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Interior Finishes for project known as Estill Co. ATC ("PROJECT") of which Estill Co. Board of Education is the owner ("OWNER") and on which Codell Construction is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Thirty-Four Thousand Ten Dollars \$1500X (\$ 34010.81) Dollars, and in consideration of such sum and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 08-11-21

Name of Company Bennett's Carpets, Inc.
(Undersigned)

Signature: [Signature]
Digitally signed by [Name] Date: 2021.08.11 13:13:42Z

Subscribed and sworn before me this 11 day of August, 20 21

Printed Name: Alisa King

Title of Person Signing: VP/Corp Sec. Notary Signature and Seal: [Signature]
Digitally signed by [Name] Date: 2021.08.11 13:13:42Z

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner,

STATE OF Kentucky
COUNTY OF Adair
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Alisa King (the VP Corp Sec. of Bennett's Carpets, Inc. ("Company name and Undersigned"), who is the contractor for the work on the project ("Project") located at Estill Co. ATC owned by Estill Co. Board of Education ("Owner") and on which Codell Construction Co. is a ("Contractor" or "Construction Manager").

That (s)he has received payment of \$ 292,416.26 prior to this payment. That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
NA					
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.

Date: 08-11-21 Name of Company Bennett's Carpets, Inc. (Undersigned)
Signature: [Signature] Printed Name: Alisa King Title: VP Corp Sec.
Subscribed and sworn before me this 11 day of August, 20 21 Notary Signature and Seal: [Signature]
Digitally signed by [Name] Date: 2021.08.11 13:13:42Z

AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):
ESTILL COUNTY AREA CAREER AND TECHNICAL
CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

CONTRACT FOR: 00700
CONTRACT DATE: 1/6/2020
TO CONTRACTOR:
(Name and address):
BENNETT'S CARPETS, INC.
149 STEVE DR.
RUSSELL SPRINGS, KY 42642

DATE OF ISSUANCE: Friday, September 3, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as AUGUST 4, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

[Signature]

DATE

8/17/21

9/21/21

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR
BENNETT'S CARPETS, INC.

BY

[Signature]

DATE

9/16/21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY BOARD OF
EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)

AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	X
CONSTRUCTION MANAGER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

PROJECT:

(Name and address):
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00700
CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

TO CONTRACTOR:
(Name and address):
 BENNETT'S CARPETS, INC.
 149 STEVE DR.
 RUSSELL SPRINGS, KY 42642

DATE OF ISSUANCE: Friday, September 3, 2021
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY		DATE
		9/9/21	
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY		DATE
		9/21/21	

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR BENNETT'S CARPETS, INC.	BY		DATE
		9/8/21	

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY	_____	DATE
--	----	-------	------

The responsibilities of the Owner and the 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)*

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Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of Kentucky)

County of Adair)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **BENNETT'S CARPETS, INC.** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 00700

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

BENNETT'S CARPETS, INC.

Contractor

By: _____



SWORN TO AND SUBSCRIBED BEFORE ME, this day 8 of Sept 2021.

Jennifer Wall
Notary Public

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 00700
CONTRACT FOR: BENNETT'S CARPETS, INC.
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

STATE OF: Kentucky
COUNTY OF: Adair

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

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, may be used for this purpose

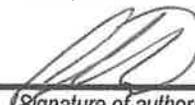
Indicate Attachment Yes No

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)*
BENNETT'S CARPETS, INC.
149 STEVE DR.
RUSSELL SPRINGS, KY 42642

BY:

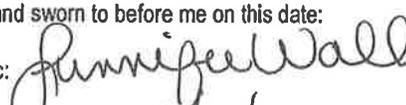


(Signature of authorized representative)

Alisa King VP/Corp Sec.
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:



My Commission Expires:

1/16/24

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User Notes:
(436928874)

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
 CONTRACT FOR: 00700
 CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: Kentucky
 COUNTY OF: Adair

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)*
 BENNETT'S CARPETS, INC.
 149 STEVE DR.
 RUSSELL SPRINGS, KY 42642

BY:



(Signature of authorized representative)

Alisa King VP/Corp Sec.

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Jennifer Wall
 My Commission Expires: 1/10/24

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User Notes:

(564650863)

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: BP 7 Drywall/Ceilings - Estill County Area Technology Center
(name, address) 495 Engineer Dr, Irvine, KY 40336

TO (Owner)

Estill County Board of Education
253 Main Street
Irvine, KY 40336

ARCHITECT'S PROJECT NO: 2278

CONTRACT FOR: Drywall/Ceilings

CONTRACTOR: Bennett's Carpets, Inc.
109 Steve St
Russell Springs, KY 42642-4262

CONTRACT DATE: December 16, 2019

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

Great American Insurance Company
301 E 4th Street
Cincinnati, OH 45202

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Bennett's Carpets, Inc.
109 Steve St
Russell Springs, Ky 42642-4262

, CONTRACTOR,

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

Estill County Board of Education
253 Main St
Irvine, KY 40336

, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

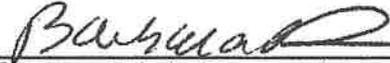
the Surety Company has hereunto set its hand this

8th

day of September, 2021

Great American Insurance Company

Surety Company


Signature of Authorized Representative

(Seal):

Barbara Duncan, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **ELEVEN**

No. 0 21074

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DEBORAH NEICHTER	SHERYON QUINN	ALL OF	ALL
JILL KEMP	THERESA PICKERRELL	LOUISVILLE, KENTUCKY	\$100,000,000
BARBARA DUNCAN	AMY BOWERS		
MARK A. GUIDRY	MARGIE M. LOWRY		
SANDRA L. FUSINETTI	LEIGH MCCARTHY		
LYNNETTE LONG			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of APRIL 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

Mark Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL, 2020

MARK VICARIO (877-377-2405)

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

9th day of *September* 2021



Stephen C. Beraha
Assistant Secretary



Bennett's Carpets, Inc
149 Steve Drive
Russell Springs, KY 42642

August 11, 2021

Codell Construction
PO Box 17
4475 Rockwell Road
Winchester, KY 40392-0017

RE: Estill Co. ATC

"WARRANTY"

To whom it may concern:

This is to certify that Bennett's Carpets, Inc. hereby warrants all materials and labor furnished on the above referenced project by this company for a period of one year from the date of substantial completion date.

This warranty covers manufacturer's defects and/or installation procedures and will be corrected or replaced by this contract at no cost to the owner for the period of one year as listed above. However, this warranty does not cover items abused, vandalized, or improperly maintained.

SIGNED: _____

A handwritten signature in dark ink, appearing to read "Alisa D. King", is written over a horizontal line.

Alisa D. King
Corp. Secretary

Quality Dependable Finishes
Phone (270) 866-6930 Fax (270) 858-2303



Bennett's Carpets, Inc.
149 Steve Drive
Russell Springs, KY 42642

September 8, 2021

Codell Construction
PO Box 17
Winchester, KY 40392-0017

RE: Estill Co. ATC

"WARRANTY"

To whom it may concern:

This is to certify that Bennett's Carpets, Inc. hereby warrants all materials and labor furnished on the above referenced project by this company for a period of one year from the date of substantial completion date.

This warranty covers manufacturer's defects and/or installation procedures and will be corrected or replaced by this contract at no cost to the owner for the period of one year as listed above. However, this warranty does not cover items abused, vandalized, or improperly maintained.

SIGNED: _____

A handwritten signature in dark ink, appearing to read "Ailsa D. King", is written over a horizontal line.

Ailsa D. King
Corp. Secretary

Quality Dependable Finishes
Phone (270) 866-6930 Fax (270) 858-2303

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G732/CMA

CONSTRUCTION MANAGER-ADVISER EDITION

TO OWNER: PROJECT: Estill County Board Of Education
 Estill County Area Technology Center

APPLICATION: Retainage
 Distribution to: OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR

253 Main Street
 Irvine, KY 40336

PERIOD TO: 06/17/2021
 PROJECT NO: BG 18-361

FROM CONTRACTOR:
 Conley Painting and Special Coatings, LLC
 P.O. Box 400
 South Point, OH 45680

CONTRACT DATE: 12/16/2019

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. MODIFIED CONTRACT SUM	\$	225,369.00
2. Net change by Change Orders	\$	3,165.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	228,534.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	228,534.00
5. RETAINAGE:		
a. 10 % of Completed Work	\$	0.00
b. 0 % of Stored Material	\$	
(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)	\$	228,534.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	205,680.60
8. CURRENT PAYMENT DUE	\$	22,853.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY		
ADDITONS	DEDUCTIONS	
Total approved in previous months by Owner	\$4,343.00	-\$1,290.00
Total approved this month including Construction Change Directives	\$962.00	(\$850.00)
TOTALS	\$5,305.00	(\$2,140.00)
NET CHANGES by Change Order	\$3,165.00	

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: [Signature] Date: 7/7/2021
 By: [Signature]
 State of: Ohio
 County of: Hamilton
 Subscribed and sworn to before me this 7th day of July 2021
 Notary Public: [Signature]
 My Commission expires: 4-1-2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certify to the Owner that to the best of their 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 \$ 22,853.40
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER:

By: [Signature] Date: 9/15/21
 ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 By: [Signature] Date: 9/21/21

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.

B99

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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: Retainage
 APPLICATION DATE: 07/07/2021
 PERIOD TO: 07/15/2021
 ARCHITECTS PROJECT NO: 1768

Conley Painting and Special Coatings, LLC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Bond	\$6,500.00	\$6,500.00				\$6,500.00	100.00%	\$0.00	\$650.00
	Clean Up	\$1,000.00	\$1,000.00				\$1,000.00	100.00%	\$0.00	\$100.00
	Closeout Documents	\$1,000.00	\$1,000.00				\$1,000.00	100.00%	\$0.00	\$100.00
	Exterior									
	Expansion Joints	\$3,500.00	\$3,500.00				\$3,500.00	100.00%	\$0.00	\$350.00
	Control Joints	\$4,905.00	\$4,905.00				\$4,905.00	100.00%	\$0.00	\$490.00
	First Floor									
	Walls									
	Primer	\$12,365.00	\$12,365.00				\$12,365.00	100.00%	\$0.00	\$1,236.50
	First Finish Coat	\$11,025.00	\$11,025.00				\$11,025.00	100.00%	\$0.00	\$1,102.50
	Final Finish Coat	\$10,025.00	\$10,025.00				\$10,025.00	100.00%	\$0.00	\$1,002.50
	Ceilings	\$13,600.00	\$13,600.00				\$13,600.00	100.00%	\$0.00	\$1,360.00
	Doors/Casings/Windows	\$4,100.00	\$4,100.00				\$4,100.00	100.00%	\$0.00	\$410.00
	Concrete Floors	\$11,000.00	\$11,000.00				\$11,000.00	100.00%	\$0.00	\$1,100.00
	Second Floor									
	Walls									
	Primer	\$29,000.00	\$29,000.00				\$29,000.00	100.00%	\$0.00	\$2,900.00
	First Finish Coat	\$25,930.00	\$25,930.00				\$25,930.00	100.00%	\$0.00	\$2,593.00
	Final Finish Coat	\$23,469.00	\$23,469.00				\$23,469.00	100.00%	\$0.00	\$2,346.90
	Ceilings	\$31,775.00	\$31,775.00				\$31,775.00	100.00%	\$0.00	\$3,177.50
	Doors/Casings/Windows	\$9,600.00	\$9,600.00				\$9,600.00	100.00%	\$0.00	\$960.00
	Concrete Floors	\$26,575.00	\$26,575.00				\$26,575.00	100.00%	\$0.00	\$2,657.50
	CO 9-2	(\$1,290.00)	(\$1,290.00)				(\$1,290.00)	100.00%	\$0.00	(\$129.00)
	CO 9-4	\$4,343.00	\$4,343.00				\$4,343.00	100.00%	\$0.00	\$434.30
	CO 9-6	\$520.00	\$520.00				\$520.00	100.00%	\$0.00	\$52.00
	CO 9-8	(\$850.00)	(\$850.00)				(\$850.00)	100.00%	\$0.00	(\$85.00)
	CO 9-9	\$442.00	\$442.00				\$442.00	100.00%	\$0.00	\$44.20
	GRAND TOTALS	\$228,534.00	\$228,534.00		\$0.00	\$0.00	\$228,534.00	100%	\$0.00	\$22,853.40

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

**PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT
UNCONDITIONAL**

(use for all tiers)

STATE OF Ohio
COUNTY OF Lawrence
TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Estill County Board of Education ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Bid Package #9 Paint for project known as Estill County Board of Education ("PROJECT") of which Estill County Board of Education is the owner ("OWNER") and on which Cosell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of twenty two thousand eight hundred fifty three dollars and forty cents (\$ 22,853.40) Dollars, and in consideration of such sum and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras. * The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 07/07/2021
Signature: [Signature]
Printed Name: Mark E. Moore

Name of Company Conley Painting and Special Coatings, LLC
(Undersigned)
Subscribed and sworn before me this 7th day of July



Title of Person Signing: _____ Notary Signature and Seal: [Signature]
NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

STATE OF Ohio
COUNTY OF Lawrence
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Mark E. Moore the estimator of Conley Painting and Special Coatings, LLC ("Company name and Undersigned"), who is the contractor for the Bid Package #9 Paint work on the project ("Project") located at 495 Engineering Drive, Irvine, KY 40336 owned by Estill County Board of Education ("Owner") and on which Cosell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 205,980.00 prior to this payment. That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.
Date: 07/07/2021 Name of Company Conley Painting and Special Coatings, LLC (Undersigned)
Signature: [Signature] Printed Name: Mark E. Moore Title: Estimator
Subscribed and sworn before me this 7th day of July, 20 21 Notary Signature and Seal: [Signature]



AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00900
 CONTRACT DATE: 1.6/2020

TO OWNER:

(Name and address):
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

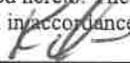
TO CONTRACTOR:
(Name and address):
 CONLEY PAINTING & SPECIAL COATINGS, LLC
 PO BOX 400
 SOUTH POINT, OH 45680

DATE OF ISSUANCE: Friday, September 3, 2021
 PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

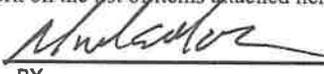
The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

	Date of Commencement
_____ CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY <u></u> DATE <u>9/15/21</u>
_____ ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY <u></u> DATE <u>9/21/21</u>

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

_____ CONTRACTOR CONLEY PAINTING & SPECIAL COATINGS, LLC	BY <u></u> DATE <u>9-8-2021</u>
---	---

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

_____ OWNER ESTILL COUNTY BOARD OF EDUCATION	BY _____ DATE _____
---	------------------------

The responsibilities of the Owner and the 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)*

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:
(Name and address):
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

PROJECT NUMBER: CMAKDE000704

TO OWNER:
(Name and address):
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

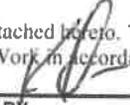
CONTRACT FOR: 00900
CONTRACT DATE: 1/6/2020
TO CONTRACTOR:
(Name and address):
 CONLEY PAINTING & SPECIAL COATINGS, LLC
 PO BOX 400
 SOUTH POINT, OH 45680

DATE OF ISSUANCE: Friday, September 3, 2021
PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as AUGUST 4, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
 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.

 CONSTRUCTION MANAGER
 CODELL CONSTRUCTION COMPANY

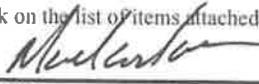
BY  DATE 9/20/21

 ARCHITECT
 ROSS-TARRANT ARCHITECTS INC

BY  DATE 9/21/21

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

 CONTRACTOR
 CONLEY PAINTING & SPECIAL COATINGS, LLC

BY  DATE 9-20-2021

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

 OWNER
 ESTILL COUNTY BOARD OF EDUCATION

BY _____ DATE _____

The responsibilities of the Owner and the 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)*

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**Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims**

State of Ohio)

County of Lawrence)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **CONLEY PAINTING & SPECIAL COATINGS, LLC** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 00900

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

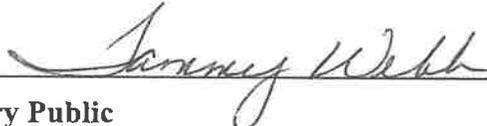
Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

CONLEY PAINTING & SPECIAL COATINGS, LLC

Contractor

By: 

SWORN TO AND SUBSCRIBED BEFORE ME, this day 8th
Sept 20 21.


Notary Public



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 00900
CONTRACT FOR: CONLEY PAINTING & SPECIAL COATINGS, LLC
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: *Ohio*
COUNTY OF: *Lawrence*

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 CONLEY PAINTING & SPECIAL COATINGS, LLC
 PO BOX 400
 SOUTH POINT, OH 45680

BY: 

(Signature of authorized representative)

Mark Moore - Estimator
(Printed name and title)

Subscribed and sworn to before me on this date: *9-8-21*

Notary Public: 

My Commission Expires: *4-6-2022*



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User Notes:
 (436928874)

AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 00900
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: *Ohio*
COUNTY OF: *Lawrence*

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:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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)*
 CONLEY PAINTING & SPECIAL COATINGS, LLC
 PO BOX 400
 SOUTH POINT, OH 45680

BY:



(Signature of authorized representative)

Mark Moore - Estimator
(Printed name and title)

Subscribed and sworn to before me on this date: *9-8-21*

Notary Public: *Jammy Webb*

My Commission Expires: *4-6-2022*



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User Notes:

AIA Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
CONSTRUCTION MANAGER PROJECT CMA-KDE-
 000704

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

CONTRACT FOR: 00900
CONTRACT DATED: 1/6/2020

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

**CONTRACTORS BONDING
 & INSURANCE COMPANY**
 PO BOX 3967
 PEORIA, IL 61612-3967

on bond of
(Insert name and address of Contractor)
 CONLEY PAINTING & SPECIAL COATINGS, LLC
 PO BOX 400, SOUTH POINT OH 45680

, SURETY,

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)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET, IRVINE, KY 40336

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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



Attest:
 (Seal):

Contractors Bonding & Insurance Company
(Surety)
Jennifer Conley
(Signature of authorized representative)
Jennifer Conley Attorney in fact
(Printed name and title)

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User Notes:

(2843275340)

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. RCB0014359

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Jennifer Conley in the City of South Point, State of Ohio, its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Conley Painting & Special Coatings LLC
Obligee: Estill County Board of Education
Type Bond: Consent of Surety to Final Payment
Bond Amount: \$228,534.00
Effective Date: December 16, 2019

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of September, 2021.

Contractors Bonding and Insurance Company

Barton W. Davis

Vice President



State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 8th day of September, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 8th day of September, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



CONLEY PAINTING & SPECIAL COATINGS, LLC

P.O. Box 400
415B Solida Rd.
South Point, OH 45680
P.O. Box 400
Office (740) 314-4192
Office Fax (740) 214-0007
Email conleypainting@yahoo.com

9/9/2021

WARRANTY

Job: Estill County Area Career and Technical Center

Limited One Year Warranty.

For a period of 1 year from the Project Completion Date of 07/21/2021. Conley Painting & Special Coatings, LLC. Will repair any newly applied paint which may blister or peel as a result of any defect in workmanship free of labor charge.

This Limited Warranty covers workmanship only.

Warranty Limitations

1. The following shall not constitute defects in workmanship and are not covered by this Warranty.
 - (a) Normal cracks in plaster, paint drywall, masonry, stucco or concrete.
 - (b) Defects arising from the breakdown of older coats of paint.
 - (c) Peeling or blistering resulting from a defect in any paint supplied by customer.
 - (d) Defects arising from improper maintenance by the Customer, including damage caused by dampness or condensation.

Damage caused from an uncontrolled flood, winds, or other cause not due to the negligence of



Mark E. Moore

CONLEY PAINTING & SPECIAL COATINGS, LLC

P.O. Box 400
415B Solida Rd.
South Point, OH 45680

Office (740) 314-4192
Office Fax (740) 214-0007
Email conleypainting@yahoo.com

9/20/2021

WARRANTY

Job: Estill County Area Career and Technical Center Pedway and Pedway Tower

Limited One Year Warranty.

For a period of 1 year from the Project Completion Date of 08/04/2021. Conley Painting & Special Coatings, LLC. Will repair any newly applied paint which may blister or peel as a result of any defect in workmanship free of labor charge.

This Limited Warranty covers workmanship only.

Warranty Limitations

1. The following shall not constitute defects in workmanship and are not covered by this Warranty.
 - (a) Normal cracks in plaster, paint drywall, masonry, stucco or concrete.
 - (b) Defects arising from the breakdown of older coats of paint.
 - (c) Peeling or blistering resulting from a defect in any paint supplied by customer.
 - (d) Defects arising from improper maintenance by the Customer, including damage caused by dampness or condensation.

Damage caused from an uncontrolled flood, winds, or other cause not due to the negligence of



Mark E. Moore

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G732/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:
 Codell Construction
 4475 Rockwell Rd. PO Box 17
 Winchester, KY 40392
FROM CONTRACTOR:
 Martina Brothers Company, Inc.
 300 Scott Street
 Lexington, KY 40508

PROJECT: Estill Co Career Center
APPLICATION: 3
PERIOD TO: 7/31/2021
PROJECT NO.:
CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: Terrazzo

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. MODIFIED CONTRACT SUM	\$	29,832.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	29,832.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	29,832.00
5. RETAINAGE:		
a. <u>10</u> % of Completed Work	\$	_____
(Column D + E on G703)		
b. <u>0</u> % of Stored Material	\$	_____
(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)	\$	29,832.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	26,848.80
8. CURRENT PAYMENT DUE	\$	2,983.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner			
Total approved this month including Construction Change Directives			
NET CHANGES by Change Order		TOTALS \$0.00	\$0.00

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: Martina Brothers Co., Inc.
 State of: Kentucky
 County of: Fayette
 Subscribed and sworn to before me this 9th day of July, 2021
 Date: 7/9/21

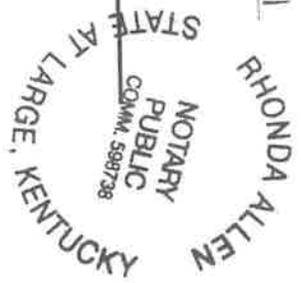
Notary Public: Rhonda Allen
 My Commission expires: 5/5/2022
CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certify to the Owner that to the best of their 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 \$ 2,983.20
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER.)

By: [Signature] Date: 9/15/21
 ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 By: [Signature] Date: 9/21/21

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.



PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

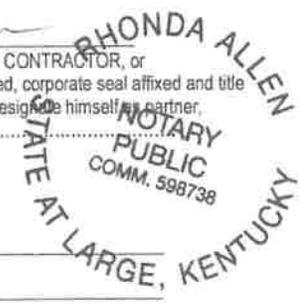
WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Tile Work for project known as Estill Co Career Center ("PROJECT") of which Estill Co Board of Education is the owner ("OWNER") and on which Codell Construction is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of two thousand nine hundred and eighty-three dollars and twenty cents (\$ 2983.20) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 07/09/2021
 Signature: [Signature]
 Printed Name: Mario Martins

Name of Company Martina Bros. Co., Inc. (Undersigned)
 Subscribed and sworn before me this 9 day of July, 2021

Title of Person Signing: Secretary Treasurer Notary Signature and Seal: [Signature]
 NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



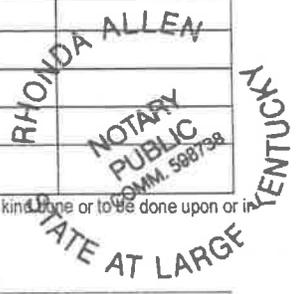
STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Mario Martins (the Secretary Treasurer of Martina Bros. Co., Inc. ("Company name and Undersigned"), who is the contractor for the Tile Work work on the project ("Project") located at Estill Co Board of Education owned by Estill Co Board of Education ("Owner") and on which Codell Construction is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 26,848.80 prior to this payment. That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
Martina Brothers Co.	Tile	\$29,832.00	\$26,848.80	\$2,983.20	\$0
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					



That there are no 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.
 Date: 07/09/2021 Name of Company Martina Bros. Co., Inc. (Undersigned)
 Signature: [Signature] Printed Name: Mario Martins Title: Secretary Treasurer
 Subscribed and sworn before me this 9 day of July, 2021 Notary Signature and Seal: [Signature]

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):
ESTILL COUNTY AREA CAREER AND TECHNICAL
CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 01100
CONTRACT DATE: 1/6/2020
TO CONTRACTOR:

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

(Name and address):
MARTINA BROS. CO., INC.
300 SCOTT ST
LEXINGTON, KY 40508

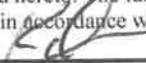
DATE OF ISSUANCE: Friday, September 3, 2021
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

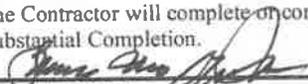
Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE 9/15/21
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY 	DATE 9/21/21

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

 CONTRACTOR MARTINA BROS. CO., INC.	BY Enrico Dino Martina-President	DATE September 8, 2021
---	-------------------------------------	---------------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY	DATE
---	----	------

The responsibilities of the Owner and the 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)*

Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of Kentucky)

County of Fayette)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **MARTINA BROS. CO., INC.** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 01100

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

MARTINA BROS. CO., INC.

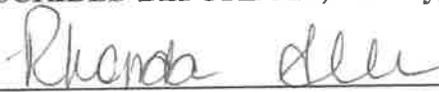
Contractor

By: _____



SWORN TO AND SUBSCRIBED BEFORE ME, this day 8th of September 20 21 .

Notary Public



AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01100
CONTRACT FOR: MARTINA BROS. CO., INC.
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: Kentucky
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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

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, may be used for this purpose

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 MARTINA BROS. CO., INC.
 300 SCOTT ST
 LEXINGTON, KY 40508

BY:



(Signature of authorized representative)

Enrico Dino Martina-President

(Printed name and title)

Subscribed and sworn to before me on this date: September 8, 2021

Notary Public:



My Commission Expires: May 5, 2021

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User Notes:
 (436928874)



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01100
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: Kentucky
COUNTY OF: Fayette

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.

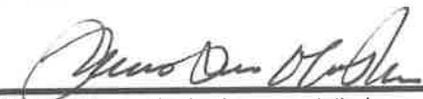
EXCEPTIONS:

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)*
 MARTINA BROS. CO., INC.
 300 SCOTT ST
 LEXINGTON, KY 40508

BY:



(Signature of authorized representative)

Enrico Dino Martina-President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: 
 My Commission Expires: May 5, 2022

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User Notes:

(564650863)



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER IRVINE, KY	ARCHITECT'S PROJECT NUMBER: CMAKDE000704	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> ESTILL COUNTY BOARD OF EDUCATION 253 MAIN STREET IRVINE, KY 40336	CONTRACT FOR: 01100	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: 01/06/2020	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)

Martina Bros Co., Inc.
300 Scott St., Lexington KY 40508

, 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)

ESTILL COUNTY BOARD OF EDUCATION

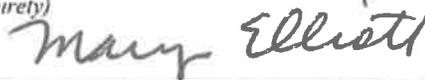
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 9/9/2021
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)



(Signature of authorized representative)

Attest:
(Seal):



Mary Elliott, Attorney-in-fact

(Printed name and title)

MARTINA BROS. COMPANY, INC.

TERRAZZO ↔ TILE ↔ MARBLE CONTRACTORS

TELEPHONE (859) 255-3602 • (859) 255-2075 • FAX (859) 255-2075
300 SCOTT STREET
LEXINGTON, KENTUCKY 40508

Warranty

September 8, 2021

**Codell Construction
4475 Rockwell Rd.
Winchester, KY 40391**

Re: Estill Co. Area Career and Technical Center

Martina Bros. Co., Inc. will provide a warranty for the tile work provided on the above referenced project. This warranty commences on the date of substantial completion and is effective for one year from the date of substantial completion date.

Martina Bros. Co., Inc.



Mario Martina

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMA

TO OWNE Estill County Board of Education PROJECT: Estill Co. Area Tech Ctr.
 253 Main St. 495 Engineer Dr.
 Irvine, KY 40336 Irvine, KY 40336

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

APPLICATION: 3

Distribution to:

OWNER

PERIOD TO: 8/31/21

CONSTRUCTION

PROJECT NO: BG-18-361

MANAGER

ARCHITECT

CONTRACT DATE:

CONTRACTOR

FROM CONTRACTOR:

DC Elevator Company
 709 Miles Point Way
 Lexington, KY 40510

CONTRACT For: Elevator

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. MODIFIED CONTRACT SUM	\$	83,103.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	83,103.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	83,103.00
5. RETAINAGE:		
a. 10 % of Completed Work	\$	0.00
b. (Column D + E on G703)	\$	0.00
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)	\$	83,103.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	74,792.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,310.30

CHANGE ORDER SUMMARY		
ADDITIONS	DEDUCTIONS	
Total approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTALS \$0.00	\$0.00	
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR
 By: *[Signature]* Date: 8/16/21
 State of KENTUCKY
 County of FAYETTE
 Subscribed and sworn to before me this 16 day of AUGUST, 2021
 My Commission expires 08/18/2025
 Notary Public ROSS
 My Commission expires 08/18/2025

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager-Adviser and Architect certify to the Owner that to the best of their 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 \$ 8310.30

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

By: *[Signature]* Date: 9/15/21
 ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project the Architect's Certification is not required.)
 By: *[Signature]* Date: 9/21/21

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.

BP 12

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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: 3
 APPLICATION DATE: 8/1/2021
 PERIOD TO: 8/31/2021
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Bond	\$1,350.00	\$1,350.00		\$0.00		\$1,350.00	100.00%		\$0.00
2	Approvals	\$1,200.00	\$1,200.00		\$0.00		\$1,200.00	100.00%		\$0.00
3	Main Elevator-Labor	\$45,882.00	\$45,882.00		\$0.00		\$45,882.00	100.00%		\$0.00
4	Alternate Elevator-Labor	\$30,671.00	\$30,671.00		\$0.00		\$30,671.00	100.00%		\$0.00
5	Misc. Material	\$4,000.00	\$4,000.00		\$0.00		\$4,000.00	100.00%		\$0.00
GRAND TOTALS		\$83,103.00	\$83,103.00		\$0.00	\$0.00	\$83,103.00		\$0.00	\$0.00

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

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Estill
 TO WHOM IT MAY CONCERN:

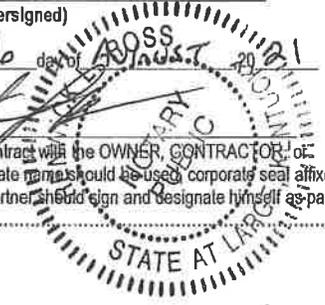
WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction Company ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Hydraulic Elevator for project known as Estill County ATC Education ("PROJECT") of which Estill County Board of Education is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

Eight thousand three hundred & ten dollars & thirty cents

The Undersigned, for and in consideration of (\$ 8310.30) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, lorts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens; with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 8/16/21
 Signature: [Signature]
 Printed Name: Jordan Howard
 Title of Person Signing: Project Manager

Name of Company DC Elevator Company
 (Undersigned)
 Subscribed and sworn before me this 16 day of August, 2021
 Notary Signature and Seal: [Signature]



NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

STATE OF _____ **CONTRACTOR'S AFFIDAVIT**
 COUNTY OF _____
 TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that (s)he _____ the _____ of _____ ("Company name and Undersigned"), who is the contractor for the work on the project ("Project") located at _____ owned by _____ ("Owner") and on which _____ is a ("Contractor" or "Construction Manager").

That it has received payment of \$ _____ prior to this payment.
 That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.
 Date: 8/16/21 Name of Company _____ (Undersigned)
 Signature: _____ Printed Name: _____ Title: _____
 Subscribed and sworn before me this _____ day of _____, 20____ Notary Signature and Seal: _____

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):
ESTILL COUNTY AREA CAREER AND TECHNICAL
CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 01200
CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:
(Name and address):
D-C ELEVATOR COMPANY, INC.
709 MILES POINT WAY
LEXINGTON, KY 40501

DATE OF ISSUANCE: Friday, September 3, 2021

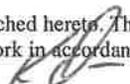
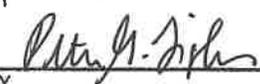
PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as AUGUST 4, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE <u>9/17/21</u>
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY 	DATE <u>9/21/21</u>

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR D-C ELEVATOR COMPANY, INC.	BY 	DATE <u>9/16/21</u>
--	--	---------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY _____	DATE _____
--	----------	------------

The responsibilities of the Owner and the 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)

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY

PROJECT NUMBER: CMAK.DE000704

CONTRACT FOR: 01200

CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

D-C ELEVATOR COMPANY, INC.
709 MILES POINT WAY
LEXINGTON, KY 40501

DATE OF ISSUANCE: Friday, September 3, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE 9/21/21
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

JORDAN HOWARD CONTRACTOR D-C ELEVATOR COMPANY, INC.	BY 	DATE 9/13/21
---	---	-----------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY	DATE
---	----	------

The responsibilities of the Owner and the 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

Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims

State of KENTUCKY)

County of FAYETTE)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **D-C ELEVATOR COMPANY, INC.** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 01200

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

D-C ELEVATOR COMPANY, INC.

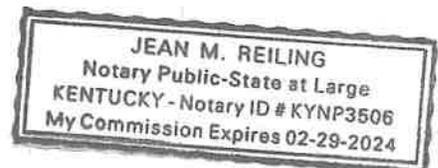
Contractor

By: *Jordan Howard*

SWORN TO AND SUBSCRIBED BEFORE ME, this day 13th of

20 21

Jean M Reiling
Notary Public



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01200
CONTRACT FOR: D-C ELEVATOR COMPANY, INC.
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: KENTUCKY
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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

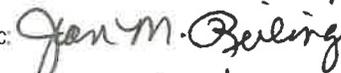
CONTRACTOR: *(Name and address)*
 D-C ELEVATOR COMPANY, INC.
 709 MILES POINT WAY
 LEXINGTON, KY 40501

BY:


 (Signature of authorized representative)

JORDAN HOWARD PROJECT MANAGER
 (Printed name and title)

Subscribed and sworn to before me on this date 9/13/21

Notary Public: 

My Commission Expires: 2/29/24

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User Notes:
 (436928874)

JEAN M. REILING
 Notary Public-State at Large
 KENTUCKY - Notary ID # KYNP3506
 My Commission Expires 02-29-2024

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01200
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: KENTUCKY
COUNTY OF: FAYETTE

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:

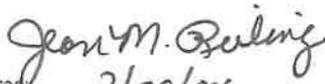
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
 D-C ELEVATOR COMPANY, INC.
 709 MILES POINT WAY
 LEXINGTON, KY 40501

BY: 
 (Signature of authorized representative)

JORDAN HOWARD PROJECT MANAGER
 (Printed name and title)

Subscribed and sworn to before me on this date: 9/13/21

Notary Public: 
 My Commission Expires: 2/29/24

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User Notes:

(564650863)

JEAN M. REILING
 Notary Public-State at Large
 KENTUCKY - Notary ID # KYNP3506
 My Commission Expires 02-29-2024

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input checked="" type="checkbox"/>
ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER	CMAKDE000704	ARCHITECT: <input checked="" type="checkbox"/>
IRVINE, KY	CONTRACT FOR: 01200	CONTRACTOR: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: 1/6/2020	SURETY: <input checked="" type="checkbox"/>
ESTILL COUNTY BOARD OF EDUCATION 253 MAIN STREET IRVINE, KY 40336		OTHER: <input type="checkbox"/>

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
151 N Franklin Street
Chicago IL 60606

, SURETY,

on bond of
(Insert name and address of Contractor)

D-C Elevator Company Inc.
709 Miles Point Way
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)

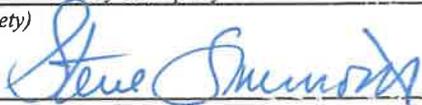
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 08/17/2021
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company
(Surety)


(Signature of authorized representative)

Steve Simmons, Attorney-in-fact
(Printed name and title)

Attest:
(Seal):



DC Elevator

An American Elevator Group Company

WARRANTY

TO: ESTILL COUNTY BOARD OF EDUCATION

PROJECT: ESTILL ATC
IRVINE, KY

CONTRACTOR: CODELL CONSTRUCTION MANAGEMENT

ARCHITECT: ROSS TARRANT ARCHITECTURE

DATE: 7/21/2021

DC JOB NO. 04E-12954

We hereby guarantee the material and workmanship of the equipment provided by DC Elevator Company for the above contract, and will replace, repair or restore any defective materials or workmanship not due to ordinary wear and tear or to improper use of car, which may develop within one (1) year from date of completion.

This guarantee is conditioned upon receipt of written notice to DC Elevator Company of the claimed defective part within the warranty period. This guarantee shall not apply to any equipment which has been repaired or altered by a company other than DC Elevator Company to, in the judgment of DC Elevator Company affect the condition or operation of the equipment.

“Defective” is hereby defined to include, but not by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.

WARRANTY

Warranty date is 12 months, beginning on date of Final Acceptance.

DC ELEVATOR COMPANY

BY:  TITLE: Project Manager

DC Elevator

An American Elevator Group Company

WARRANTY

TO: ESTILL COUNTY BOARD OF EDUCATION
PROJECT: ESTILL ATC PEDWAY
IRVINE, KY
CONTRACTOR: CODELL CONSTRUCTION MANAGEMENT
ARCHITECT: ROSS TARRANT ARCHITECTURE
DATE: 8/4/2021

DC JOB NO. 04E-12954

We hereby guarantee the material and workmanship of the equipment provided by DC Elevator Company for the above contract, and will replace, repair or restore any defective materials or workmanship not due to ordinary wear and tear or to improper use of car, which may develop within one (1) year from date of completion.

This guarantee is conditioned upon receipt of written notice to DC Elevator Company of the claimed defective part within the warranty period. This guarantee shall not apply to any equipment which has been repaired or altered by a company other than DC Elevator Company to, in the judgment of DC Elevator Company affect the condition or operation of the equipment.

“Defective” is hereby defined to include, but not by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.

WARRANTY

Warranty date is 12 months, beginning on date of Final Acceptance.

DC ELEVATOR COMPANY

BY:  TITLE: Project Manager

BP 13

TO OWNER: ESTILL CO BOARD OF EDUCATION PROJECT: ESTILL CO AREA TECH APPLICATION NO: 13 DISTRIBUTION TO:

253 MAIN STREET IRVINE, KY 40346 495 ENGINEER DRIVE IRVINE, KY 40336 PERIOD TO: 9/30/2021 OWNER

FROM CONTRACTOR: LANDMARK SPRINKLER, INC. 2317 FRANKFORT CT. LEXINGTON, KY, 40510 VIA CONSTRUCTION CODELL CONSTRUCTION MANAGER: CONTRACT DATE: 11/29/2019 ARCHITECT

VIA ARCHITECT: MANAGER: CONTRACTOR: LANDMARK SPRINKLER, INC. PROJECT NOS: CONTRACTOR

VIA ARCHITECT: MANAGER: CONTRACTOR: LANDMARK SPRINKLER, INC. INVOICE #: P177997 FIELD OTHER

VIA ARCHITECT: MANAGER: CONTRACTOR: LANDMARK SPRINKLER, INC. JOB NO.: 191113CN

VIA ARCHITECT: MANAGER: CONTRACTOR: LANDMARK SPRINKLER, INC. DATE: 9/17/2021

VIA ARCHITECT: MANAGER: CONTRACTOR: LANDMARK SPRINKLER, INC.

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 \$607,500.00
- 2. NET CHANGES IN THE WORK \$1,550.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$619,050.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$619,050.00
- 5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$0.00
 - b. 10 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$619,050.00

(Line 4 minus Line 5 Total) \$619,050.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$545,750.00

(Line 6 from prior Certificate) \$545,750.00

8. CURRENT PAYMENT DUE \$72,300.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00

(Line 3 less Line 6) \$0.00

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month including Construction Change Directives	\$11,550.00	
TOTALS	\$11,550.00	
NET CHANGES by Change Order		11550

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: LANDMARK SPRINKLER, INC.
 By: *[Signature]*
 State of: KENTUCKY
 County of: FAYETTE
 Subscribed and sworn to before me this 17th day of September 2021
 Notary Public: *[Signature]*
 My commission expires: 1/31/2025



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certifies to the Owner that to the best of their 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 \$72,300.00

(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.)

CONSTRUCTION MANAGER: *[Signature]* Date: 9/17/21

ARCHITECT: *[Signature]* Date: 9/24/21

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.

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 # 13
APPLICATION DATE: 9/17/2021
PERIOD TO: 9/30/2021
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)						
1	BOND	6,500.00	6,500.00				6,500.00	0.00	
2	DESIGN	15,000.00	15,000.00				15,000.00	0.00	
3	SITE FIRE/VAULT/HYDRANTS LABOR	40,000.00	40,000.00				40,000.00	0.00	
4	MATERIAL	48,000.00	48,000.00				48,000.00	0.00	
5	UNDERGROUND TANK INSTALL LABOR	35,000.00	35,000.00				35,000.00	0.00	
6	MATERIAL	95,000.00	95,000.00				95,000.00	0.00	
7	PRE MANUFACTURED FIRE PUMP HOUSE LABOR	30,000.00	30,000.00				30,000.00	0.00	
8	MATERIAL	246,500.00	246,500.00				246,500.00	0.00	
9	INTERIOR ROUGH-IN LABOR	55,000.00	55,000.00				55,000.00	0.00	
10	MATERIAL	30,000.00	30,000.00				30,000.00	0.00	
11	INTERIOR FINISH/TRIM-OUT LABOR	3,000.00	3,000.00				3,000.00	0.00	
12	MATERIAL	3,000.00	3,000.00				3,000.00	0.00	
13	CLOSEOUT DOCUMENTS	500.00	500.00				500.00	0.00	
14	CO 01	11,550.00		11,550.00			11,550.00	0.00	
	TOTAL	\$619,050.00	\$607,500.00	\$11,550.00		\$0.00	\$619,050.00	\$0.00	\$0.00

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by ESTILL CO ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Fire Protection Sprinklers for project known as ESTILL CO BOE ("PROJECT") of which ESTILL CO BOE is the owner ("OWNER") and on which CODELL CONSTRUCTION is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of SEVENTY TWO THOUSAND THREE HUNDRED (\$ 72,300.00) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 9/17/21
 Signature: [Handwritten Signature]
 Printed Name: GINA ZDON

Name of Company Landmark Sprinkler, Inc (Undersigned)
 Subscribed and sworn before me this 17 day of SEPTEMBER, 2021

Title of Person Signing: CONTROLLER

Notary Signature and Seal: [Handwritten Signature]

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



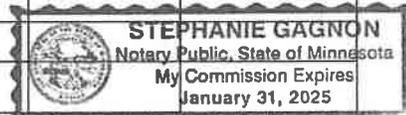
STATE OF Kentucky
 COUNTY OF Fayette
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he GINA ZDON the CONTROLLER of Landmark Sprinkler Inc ("Company name and Undersigned"), who is the contractor for the SPRINKLER FIRE PROTECTION work on the project ("Project") located at IRVINE, KY owned by ESTILL CO BOE ("Owner") and on which CODELL CONSTRUCTION is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 546,750 prior to this payment. That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
LANDMARK SPRINKLER	FIRE PROTECTION	\$ 619,050	\$ 546,750.00	\$ 72,300	\$ 0.00
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					



That there are no 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.

Date: 9/17/21 Name of Company Landmark Sprinkler, Inc (Undersigned)
 Signature: [Handwritten Signature] Printed Name: GINA ZDON Title: CONTROLLER
 Subscribed and sworn before me this 17 day of SEPTEMBER, 2021 Notary Signature and Seal: [Handwritten Signature]

AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 01300

CONTRACT DATE: 1/6/2020

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

LANDMARK SPRINKLER, INC.
2317 FRANKFORT CT
LEXINGTON, KY 40510

DATE OF ISSUANCE: Friday, September 3, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: *pedway and pedway tower*

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as **AUGUST 4, 2021** which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

[Signature]
Peter G. Zisk

DATE

9/17/21
9/21/21

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR
LANDMARK SPRINKLER, INC.

BY

[Signature]
CASBY KING

DATE

9-16-21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY BOARD OF EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)



AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address):

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 01300

CONTRACT DATE: 1/6/2020

TO CONTRACTOR:

(Name and address):

LANDMARK SPRINKLER, INC.
2317 FRANKFORT CT
LEXINGTON, KY 40510

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

DATE OF ISSUANCE: Friday, September 3, 2021

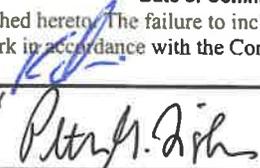
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as JULY 21, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE 9/17/21 9/21/21
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR LANDMARK SPRINKLER, INC.	BY 	DATE 9-16-21
--	---	-----------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY	DATE
---	----	------

The responsibilities of the Owner and the 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)

AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01300
CONTRACT FOR: LANDMARK SPRINKLER, INC.
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF:
COUNTY OF:

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 LANDMARK SPRINKLER, INC.
 2317 FRANKFORT CT
 LEXINGTON, KY 40510

BY:

C. King

(Signature of authorized representative)

CASEY KING, AREA MANAGER

(Printed name and title)

Subscribed and sworn to before me on this date: **9/16/2021**

Notary Public: *James M. Mullins*

My Commission Expires: **5/27/2024**

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User Notes:
 (436928874)

<p>JAMES M. MULLINS Notary Public-State at Large KENTUCKY - Notary ID # KYNP8221 My Commission Expires 05-27-2024</p>

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01300
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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)*
 LANDMARK SPRINKLER, INC.
 2317 FRANKFORT CT
 LEXINGTON, KY 40510

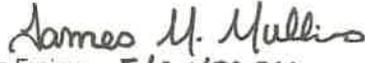
BY: 

(Signature of authorized representative)



(Printed name and title)

Subscribed and sworn to before me on this date: **9/16/2021**

Notary Public: 
 My Commission Expires: **5/27/2024**

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User Notes:

(564650863)

JAMES M. MULLINS
 Notary Public-State at Large
 KENTUCKY - Notary ID # KYNP8221
 My Commission Expires 05-27-2024

GUARANTEE AND WARRANTY

We hereby guarantee that the Fire Sprinkler System which we have installed at Estill County Area Career And Technical Center Building has been one in accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace, to cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective work, within a period of one year from the date of 07/21/2021, of the above named project by the Owner. Damages caused by natural disasters or unusual abuse and neglect by others are excluded from this guarantee.

LANDMARK SPRINKLER, INC.

Bo Wise

Bo Wise
Project Manager

Date: 09/16/2021

office (859) 254-4422

fax (859) 233-2320

2317 Frankfort Court

Lexington, Kentucky 40510

PO Box 13580

Lexington, Kentucky 40583-3580

GUARANTEE AND WARRANTY

We hereby guarantee that the Fire Sprinkler System which we have installed at Estill County Area Career And Technical Center Pedway and Pedway Tower been one in accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace, to cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective work, within a period of one year from the date of 08/04/2021, of the above named project by the Owner. Damages caused by natural disasters or unusual abuse and neglect by others are excluded from this guarantee.

LANDMARK SPRINKLER, INC.

Bo Wise

Bo Wise
Project Manager

Date: 09/16/2021

office (859) 254-4422

fax (859) 233-2320

2317 Frankfort Court

Lexington, Kentucky 40510

PO Box 13580

Lexington, Kentucky 40583-3580



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. 82588003

PROJECT: *(Name and address)*
Estill County Area Technology Center at
495 Engineer Drive, Irvine, KY 40336 -
Bid Package 13: Fire Protection

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: Construction

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

TO OWNER: *(Name and address)*
Estill County Board of Education
253 Main Street
Irvine, KY 40336

CONTRACT DATED: December 16, 2019

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

Pacific Indemnity Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY,

on bond of
(Insert name and address of Contractor)

Landmark Sprinkler
2317 Frankfort Court
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)

Estill County Board of Education
253 Main Street
Irvine, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 17, 2021**
(Insert in writing the month followed by the numeric date and year.)

Pacific Indemnity Company
(Surety)


(Signature of authorized representative)

Attest:
(Seal): 



Joshua R. Loftis, Attorney-in-Fact
(Printed name and title)

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, Sarah Dragt, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Nicole M. Stillings, Rachel A. Thomas, Lin Ulven, Nathan Weaver, Colby D. White and Emily White of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of February, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 3rd day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 17th day of September, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

APPLICATION AND CERTIFICATE FOR PAYMENT

NOT CLOSING CONTRACT
CHANGE ORDER WILL BE ADDED
CONSTRUCTION MANAGER-ADVISER EDITION
BP14

Page 1 of 3

TO OWNER:

Estill County Board of Education
253 Main Street
Irvine, Ky. 40336

PROJECT:

Estill County ATC
Irvine, Ky. 40336

FROM CONTRACTOR:

Central Kentucky Sheet Metal
2672 Cartersville Road
Paint Lick, Ky. 40461

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

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 1,622,926.00
2. Net change by Change Orders 1,597.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) 1,624,523.00
4. TOTAL COMPLETED & STORED TO DATE 1,624,523.00
(Column G on G703)
5. RETAINAGE:
 - a. 0 % of Completed Work 0.00
(Column D + E on G703)
 - b. 0 % of Owner Purchased 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 1,622,164.44
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 79,347.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,543,296.85
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,019.00	\$7,422.00
Total approved this Month		
TOTALS	\$9,019.00	\$7,422.00
NET CHANGES by Change Order		\$1,597.00

APPLICATION NO: 19
PERIOD TO: 8/27/2021
PROJECT NO:
CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

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: Bernie Bowen

Date: 8/27/2021

County of Garrard
State of Kentucky
Subscribed and sworn to before me this 27th day of
Notary Public: Victoria Paige Hall
My Commission expires: 4/22/2024



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER: _____ Date: 9/15/21
 ARCHITECT: Victoria Paige Hall Date: 9/24/21

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

Page 2 of 3

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: 19

APPLICATION DATE: 08/27/2021

PERIOD TO: 08/27/2021

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+H)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	Ductwork Material 1st Floor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$0.00
2	Ductwork Labor 1st Floor	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
3	Ductwork Material 2nd Floor	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$0.00
4	Ductwork Labor 2nd Floor	\$76,000.00	\$76,000.00	\$0.00	\$0.00	\$0.00	\$76,000.00	100.00%	\$0.00	\$0.00
5	Registers, Grills & Diffusers Material 1st Floor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
6	Registers, Grills & Diffusers Labor 1st Floor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
7	Registers, Grills & Diffusers Material 2nd Floor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
8	Registers, Grills & Diffusers Labor 2nd Floor	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
9	HVAC Equipment Material 1st Floor	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
10	HVAC Equipment Labor 1st Floor	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$0.00
11	HVAC Equipment Material 2nd Floor	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
12	HVAC Equipment Labor 2nd Floor	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$0.00
13	HVAC Controls Material 1st Floor	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
14	HVAC Controls Labor 1st Floor	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
15	HVAC Controls Material 2nd Floor	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$0.00
16	HVAC Controls Labor 2nd Floor	\$44,436.00	\$44,436.00	\$0.00	\$0.00	\$0.00	\$44,436.00	100.00%	\$0.00	\$0.00
17	Insulation Material 1st Floor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
18	Insulation Labor 1st Floor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
19	Insulation Material 2nd Floor	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
20	Insulation Labor 2nd Floor	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$38,000.00	100.00%	\$0.00	\$0.00
21	Pedway Material 3rd Floor	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$0.00
22	Pedway Labor 3rd Floor	\$21,124.00	\$21,124.00	\$0.00	\$0.00	\$0.00	\$21,124.00	100.00%	\$0.00	\$0.00
23	Test & Balancing	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$0.00
24	Site Utilities/ Site Sewer Relocation Material	\$129,866.00	\$129,866.00	\$0.00	\$0.00	\$0.00	\$129,866.00	100.00%	\$0.00	\$0.00
25	Site Utilities/ Site Sewer Relocation Labor	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
26	US Plumbing Rough In Area A Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
27	US Plumbing Rough In Area A Labor	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
28	US Plumbing Rough In Area B Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
29	US Plumbing Rough In Area B Labor	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
30	Plumbing In Wall Material 1st Floor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
31	Plumbing In Wall Labor 1st Floor	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
32	Plumbing In Wall Material 2nd Floor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$0.00
33	Plumbing In Wall Labor 2nd Floor	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	100.00%	\$0.00	\$0.00
34	Plumbing & Mechanical Piping AC Material 1st Floor	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
35	Plumbing & Mechanical Piping AC Labor 1st Floor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 3

APPLICATION NO: 19

APPLICATION DATE: 08/27/2021

PERIOD TO: 08/27/2021

ARCHITECT'S PROJECT NO:

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.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
36	Plumbing & Mechanical Piping AC Material 2nd Floor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00
37	Plumbing & Mechanical Piping AC Labor 2nd Floor	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
38	Mechanical Room Piping Material	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
39	Mechanical Room Piping Labor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00
40	Plumbing Fix Material 1st Floor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
41	Plumbing Fix Labor 1st Floor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00
42	Plumbing Fix Material 2nd Floor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
43	Plumbing Fix Labor 2nd Floor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00
44	Cooling Tower Install Material	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00
45	Cooling Tower Install Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
46	Mobilization/ Bond/ Shop Drawings	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$0.00
47	Demobilization/ Punchlist	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
48	Direct Purchase Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
49	Change Order #14-2	(\$7,422.00)	(\$7,422.00)	\$0.00	\$0.00	(\$7,422.00)	\$0.00	\$0.00
50	Change Order #14-4	\$9,019.00	\$9,019.00	\$0.00	\$0.00	\$9,019.00	\$0.00	\$0.00
GRAND TOTALS		\$1,624,523.00	\$1,624,523.00	\$0.00	\$0.00	\$1,624,523.00	\$0.00	\$0.00

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

Application and Certificate for Payment Construction Manager-Adviser Edition

BP 15
(907)

TO OWNER:
Codell Construction
4475 Rockwell Road
Winchester, KY 40392

FROM CONTRACTOR:
Babcon Inc.
147 South Estill Avenue
Richmond, KY 40475
CONTRACT FOR:

PROJECT:
Estill County Area Technology
495 Engineer Drive
Irvin, KY 40336

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

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 732,087.80
 2. Net change by Change Orders 30,076,902.1955.41
 3. CONTRACT SUM TO DATE (Line 1 ± 2) 162,164,705.4043.21
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 754,043.21
 5. RETAINAGE:
 - a0 % of Completed Work 0.00
 - b0 (Column D + E on G703) 0.00
 - % of Stored Material (Column F on G703) 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) 0.00
6. TOTAL EARNED LESS RETAINAGE 142,164.70 \$ 754,043.21
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 716,341.05
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 82,802.15
(Line 6 from prior Certificate)
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ -10,000
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	21,955.41	0.00
Total approved this Month	0.00	0.00
TOTALS	21,955.41	0.00
NET CHANGES by Change Order	21,955.41	

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.

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APPLICATION NO: _____ **Distribution to:**
PERIOD TO: 7/31/2021 OWNER
CONTRACT DATE: _____ CONSTRUCTION MANAGER
PROJECT NOS: / / ARCHITECT
 CONTRACTOR
 FIELD

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: Babcon Inc.
 By: *[Signature]* Date: 8-11-21
 State of KY
 County Madison

Subscribed and sworn to before me this August 2021
 Notary Public: Lisa M. Erickson
 My Commission expires 8/14/2024
[Signature] Jim M. Lovell



CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 by payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 82,802.15
 (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.)

CONSTRUCTION MANAGER: *[Signature]*
 By: _____ Date: 9/20/21
ARCHITECT: *[Signature]*
 By: _____ Date: 9/21/21

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 08 OF 10

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: APPLICATION DATE: PERIOD TO

Page 2

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

ARCHITECT'S PROJECT NO: 7/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1st Floor Area A										
1	01:01: Raceway	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100	0.00	0.00
2	01:02: Wire	29,000.00	29,000.00	0.00	0.00	0.00	29,000.00	100	0.00	0.00
3	01:03: Gear	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	100	0.00	0.00
4	01:04: Lights	12,075.00	12,075.00	0.00	0.00	0.00	12,075.00	100	0.00	0.00
5	01:05: Lighting Controls	3,450.00	3,450.00	0.00	0.00	0.00	3,450.00	100	0.00	0.00
6	01:06: Devices	2,875.00	2,875.00	0.00	0.00	0.00	2,875.00	100	0.00	0.00
7	01:07: Systems Pathways	5,175.00	5,175.00	0.00	0.00	0.00	5,175.00	100	0.00	0.00
8	01:08: Newtech Systems Labor	28,750.00	28,750.00	0.00	0.00	0.00	28,750.00	100	0.00	0.00
		<u>155,525.00</u>	<u>155,525.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>155,525.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
2nd Floor Area A										
9	02:01: Raceway	56,000.00	56,000.00	0.00	0.00	0.00	56,000.00	100	0.00	0.00
10	02:02: Wire	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	100	0.00	0.00
11	02:03: Gear	1,725.00	1,725.00	0.00	0.00	0.00	1,725.00	100	0.00	0.00
12	02:04: Lights	8,625.00	8,625.00	0.00	0.00	0.00	8,625.00	100	0.00	0.00
13	02:05: Lighting Controls	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	100	0.00	0.00
14	02:06: Devices	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	100	0.00	0.00
15	02:07: System Pathways	5,175.00	5,175.00	0.00	0.00	0.00	5,175.00	100	0.00	0.00
16	02:08: Newtech Systems Labor	17,250.00	17,250.00	0.00	0.00	0.00	17,250.00	100	0.00	0.00
		<u>116,375.00</u>	<u>116,375.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>116,375.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
2nd Floor GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:

Page 3

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

ARCHITECT'S PROJECT NO: 7/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-C)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
2nd Floor Area B									
17	03 01: Raceway	88,000.00	88,000.00	0.00	0.00	0.00	88,000.00	0.00	0.00
18	03 02: Wire	40,250.00	40,250.00	0.00	0.00	0.00	40,250.00	0.00	0.00
19	03 03: Gear	6,900.00	6,900.00	0.00	0.00	0.00	6,900.00	0.00	0.00
20	03 04: Lights	14,375.00	14,375.00	0.00	0.00	0.00	14,375.00	0.00	0.00
21	03 05: Lighting Controls	5,750.00	5,750.00	0.00	0.00	0.00	5,750.00	0.00	0.00
22	03 06: Devices	5,175.00	5,175.00	0.00	0.00	0.00	5,175.00	0.00	0.00
23	03 07: Systems Pathways	6,900.00	6,900.00	0.00	0.00	0.00	6,900.00	0.00	0.00
24	03 08: Newtech Systems Labor	40,250.00	40,250.00	0.00	0.00	0.00	40,250.00	0.00	0.00
		<u>207,600.00</u>	<u>207,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>207,600.00</u>	<u>0.00</u>	<u>0.00</u>
Fedway									
25	04 01: Raceway	30,912.80	30,912.80	0.00	0.00	0.00	30,912.80	0.00	0.00
25	04 02: Wire	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	0.00
27	04 03: Gear	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
28	04 04: Lights	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00	0.00
29	04 05: Lighting Controls	978.00	978.00	0.00	0.00	0.00	978.00	0.00	0.00
30	04 06: Devices	950.00	950.00	0.00	0.00	0.00	950.00	0.00	0.00
31	04 07: System Pathways	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
32	04 08: Newtech Systems Labor	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	0.00
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 12 OF 12

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 19-11-2021
 APPLICATION DATE: 7/31/2021
 PERIOD 12

Page 4

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
33	Padway 04.09: Site	28,000.00 <u>95,640.80</u>	28,000.00 <u>95,640.80</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>	28,000.00 <u>95,640.80</u>	100 <u>100</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>
34	Site 05.01: Demo	10,947.00	10,947.00	0.00	0.00	0.00	10,947.00	100	0.00	0.00
35	05.02: Raceway	31,750.00	31,750.00	0.00	0.00	0.00	31,750.00	100	0.00	0.00
36	05.03: Wire	10,350.00	10,350.00	0.00	0.00	0.00	10,350.00	100	0.00	0.00
37	05.04: Gear	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	100	0.00	0.00
38	05.05: Lights	950.00	950.00	0.00	0.00	0.00	950.00	100	0.00	0.00
		<u>56,297.00</u>	<u>56,297.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>56,297.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
39	Temporary 06.01: Temporary	20,500.00 <u>20,500.00</u>	20,500.00 <u>20,500.00</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>	20,500.00 <u>20,500.00</u>	100 <u>100</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>
	Administrative									
40	07.01: Punch List	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100	0.00	0.00
41	07.02: Foreman Planning	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100	0.00	0.00
42	07.03: Inspection	15,650.00	15,650.00	0.00	0.00	0.00	15,650.00	100	0.00	0.00
43	07.04: Bonding	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	100	0.00	0.00
44	07.05: Mobilization	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100	0.00	0.00
		<u>76,650.00</u>	<u>76,650.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>76,650.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 08 OF 10

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 192
APPLICATION DATE: 8/11/2021

Page 5

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

ARCHITECTS PROJECT NO: 7/31/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
	<u>Documentation</u>								
45	08 01: Submittals	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
45	08 02: Close-out Documents	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
		<u>3,500.00</u>	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>
47	CC004.CO04: PR14, 15, 16, and 17	13,598.74	13,598.74	0.00	0.00	0.00	13,598.74	0.00	0.00
48	CC002.CO02: Match Original Contract	400.00	400.00	0.00	0.00	0.00	400.00	0.00	0.00
49	CC005.CO05: Pwr To Hand Drivers	7,956.67	7,956.67	0.00	0.00	0.00	7,956.67	0.00	0.00
	GRAND TOTALS	754,043.21	754,043.21	0.00	0.00	0.00	754,043.21	0.00	0.00

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PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Madison
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Electrical items for project known as Estill County Area Technology Center ("PROJECT") of which Estill County Board of Education is the owner ("OWNER") and on which Codell Construction is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

Thirty Seven Thousand Seven Hundred and Two Dollars and 16 Cents (\$ 37,702.16) Dollars,
 The Undersigned, for and in consideration of and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras. * The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 08/11/2021

Name of Company Babcon Inc.

Signature: [Signature]

(Undersigned)

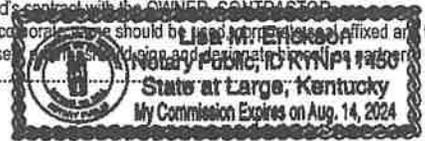
Printed Name: Bryan Hale

Subscribed and sworn before me this 11 day of August, 20 21

Title of Person Signing: Operations Manager

Notary Signature and Seal: [Signature]

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used. If the undersigned is an individual, title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used.



STATE OF Kentucky
 COUNTY OF Madison
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Bryan Hale the Operations Manager of Babcon Inc. ("Company name and Undersigned"), who is the contractor for the Electrical work on the project ("Project") located at 495 Engineer Drive which Babcon Inc. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 678,693.72 prior to this payment.

That all waivers and releases 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 or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
N/A					
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no 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.

Date: 08/11/2021

Name of Company Babcon Inc.

(Undersigned)

Signature: [Signature]

Printed Name: Bryan Hale

Title: Operations Manager

Subscribed and sworn before me this 11 day of August, 20 21

Notary Signature and Seal: [Signature]



Invoice

REMIT TO:
Stoermer-Anderson, Inc.
P.O. Box 706135
Cincinnati, OH 45270-6135

Invoice Number: 0044777-IN
Invoice Date: 8/10/2021
Job Number: 138730
Order Number: 0025243
Order Date: 8/10/2021
Salesperson: TD
Customer Number: CKS01
Job Name : Estill Co Tech Center

Sold To:
 Estill County Board of Educati
 c/o CKSM Mechanical, Inc.
 2672 Cartersville Road
 Paint Lick, KY 40461

Ship To:
 Estill Cty Board of Education
 495 Engineer Drive
 Attn: CKSM Mechanical, Inc.
 Irvine, KY 40336

Customer P.O.	Ship VIA	F.O.B.	Terms
14-3	BEST WAY	Factory	Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
FWIPPART	EACH	1.00	1.00	0.00	270.00	270.00
Final invoice for balance of PO# 14-3		Whse: 700				

Stoermer-Anderson, Inc.
 3818 Red Bank Road
 Cincinnati, OH 45227
 (513) 527-2300

Net Invoice:	270.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	270.00



Document G732" - 2009

BP 17

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

TO OWNER:

Estill County Board of Education
Irvine, KY

PROJECT:

Estill Co. Area Tech Center
Irvine, KY

APPLICATION #10 *Retainage*

Distribution to:

OWNER

CONSTRUCTION

MANAGER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

Lake Cumberland Glass LLC
PO Box 560
Russell Springs, KY 42642

Alum. Sth. Glazing

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. MODIFIED CONTRACT SUM	\$	192,427.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	192,427.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	192,427.00

5. RETAINAGE:	\$	0.00
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
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)	\$	192,427.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	173,184.30
8. CURRENT PAYMENT DUE	\$	19,242.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner			
Total approved this month including Construction Change Directives			
NET CHANGES by Change Order	TOTAL \$	\$0.00	\$0.00

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: *Ron Wooley* Date: *8/27/2021*
By: *Ron Wooley*
State of: *Kentucky*
County of: *Russell*
Subscribed and sworn to before me this *27th* day of *August* 2021
Notary Public: *Sally J. Barnett*
My Commission Expires: *5-13-2022*



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certify to the Owner that to the best of their 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 \$ *19,242.70*
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER)

By: *[Signature]* Date: *9/15/21*
By: *[Signature]* Date: *9/21/21*
ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

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

PAGE OF PAGES

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: # 10

APPLICATION DATE: 8.27.21

PERIOD TO: 8.27.21

ARCHITECT'S PROJECT NO:

Estill ATC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR I)		G TOTAL COMPLETED AND STORED TO DATE (D+E+I)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + I)					% (G - C)			
1	Mobilization	\$7,450.00	\$7,450.00		\$0.00	\$0.00	\$0.00	\$7,450.00	100.00%	\$0.00	\$745.00
2	Aluminum Storefront Labor	\$93,977.00	\$93,977.00		\$0.00	\$0.00	\$0.00	\$93,977.00	100.00%	\$0.00	\$9,397.70
3	Glazing Labor	\$50,000.00	\$50,000.00		\$0.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$5,000.00
4	Caulking	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$2,000.00
5	Equipment	\$10,000.00	\$10,000.00		\$0.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$1,000.00
6	Miscellaneous	\$7,500.00	\$7,500.00		\$0.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$750.00
7	Cleaning	\$3,500.00	\$3,500.00		\$0.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$350.00
GRAND TOTALS		\$192,427.00	\$192,427.00		\$0.00	\$0.00	\$0.00	\$192,427.00	10.00%	\$0.00	\$19,242.70

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

CONTINUATION SHEET NO. 3
 APPLICATION NO. #10

OWNER PURCHASE ORDERS ONLY

ITEM #	DESCRIPTION	SUPPLIER	*D* P.O. AMOUNT	*E* PREVIOUS PAYMENTS	*F* INVOICES DUE THIS MONTH (ATTACHED)	*G* TOTAL TO DATE (E + F)	*H* BALANCE TO FINISH (D - G)
1	#47151 Aluminum Storefront	Efco Corporation	\$59,210.98	\$59,210.98	\$0.00	\$59,210.98	\$0.00
2	#47152 Glazing	Glenny Glass	\$33,531.00	\$33,531.00	\$0.00	\$33,531.00	\$0.00
3	#47153 Aluminum Door Hardware	Atlas Companies	\$44,221.00	\$44,221.00	\$0.00	\$44,221.00	\$0.00
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
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18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
TOTALS			\$136,962.98	\$136,962.98	\$0.00	\$136,962.98	\$0.00



Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	X
CONSTRUCTION MANAGER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

PROJECT:*(Name and address):*ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY**PROJECT NUMBER:** CMAKDE000704**CONTRACT FOR:** 01700**CONTRACT DATE:** 1/6/2020**TO OWNER:***(Name and address):*ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336**TO CONTRACTOR:***(Name and address):*LAKE CUMBERLAND GLASS
110 POWELL ROAD
RUSSELL SPRINGS, KY 42642**DATE OF ISSUANCE:** Friday, September 3, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:** Pedway and Pedway Tower

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as **AUGUST 4, 2021** which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement**CONSTRUCTION MANAGER**

CODELL CONSTRUCTION COMPANY

BY



DATE

9-17-21

ARCHITECT

ROSS-TARRANT ARCHITECTS INC

BY

DATE

9/21/21

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR

LAKE CUMBERLAND GLASS

BY



DATE

9-17-2021

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

ESTILL COUNTY BOARD OF EDUCATION

BY

DATE

The responsibilities of the Owner and the 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)*



Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

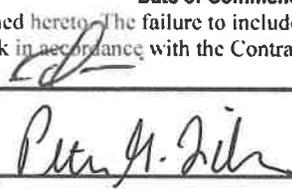
OWNER	<input checked="" type="checkbox"/>
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:*(Name and address):*ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
IRVINE, KY**PROJECT NUMBER:** CMAKDE000704**CONTRACT FOR:** 01700**CONTRACT DATE:** 1/6/2020**TO OWNER:***(Name and address):*ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336**TO CONTRACTOR:***(Name and address):*LAKE CUMBERLAND GLASS LLC
110 POWELL ROAD
RUSSELL SPRINGS, KY 42642**DATE OF ISSUANCE:** Friday, September 3, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and 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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as **JULY 21, 2021** which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

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.

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY 	DATE <u>9/15/21</u>
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY _____	DATE <u>9/21/21</u>

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR LAKE CUMBERLAND GLASS LLC	BY 	DATE <u>September 8, 2021</u>
--	--	-------------------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on _____ (date).

OWNER ESTILL COUNTY BOARD OF EDUCATION	BY _____	DATE _____
--	----------	------------

The responsibilities of the Owner and the 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)*

**Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims**

State of Kentucky)

County of Russell)

WHEREAS, ESTILL COUNTY BOARD OF EDUCATION as Owner, did enter into an agreement on **January 6, 2020** with **LAKE CUMBERLAND GLASS** as Contractor, for Construction of the **ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER**

Bid Package # 01700

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **ESTILL COUNTY BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

LAKE CUMBERLAND GLASS LLC

Contractor

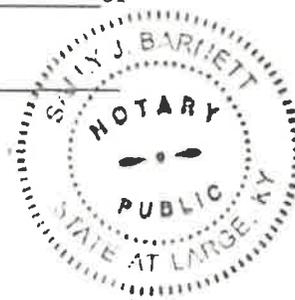
By: _____

Melvin Riddle, Owner

SWORN TO AND SUBSCRIBED BEFORE ME, this day 8th **of**
September 20 21

Sally J. Barnett

Notary Public
State of Kentucky at Large
My Commission Expires 03/13/2022



Contractor's Affidavit of Payment of Debts and Claims

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01700
CONTRACT FOR: LAKE CUMBERLAND GLASS LLC
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: Kentucky
COUNTY OF: Russell

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 and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

EXCEPTIONS: NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 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's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
 LAKE CUMBERLAND GLASS LLC
 110 POWELL ROAD
 RUSSELL SPRINGS, KY 42642

BY: 

(Signature of authorized representative)

Melvin Riddle, Owner
(Printed name and title)

Subscribed and sworn to before me on this date: 09/08/2021

Notary Public: 
 State of Kentucky at Large
 My Commission Expires: 03/13/2022

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User Notes:
 (436928874)



Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL
 CENTER
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01700
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

STATE OF: Kentucky
COUNTY OF: Russell

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: NONE

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)*
 LAKE CUMBERLAND GLASS LLC
 110 POWELL ROAD
 RUSSELL SPRINGS, KY 42642

BY: 

(Signature of authorized representative)

Melvin Riddle, Owner

(Printed name and title)

Subscribed and sworn to before me on this date: 09/08/2021

Notary Public: 
 My Commission Expires: 03/13/2022
 State of Kentucky at Large

User Notes:





AIA Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*
 ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
 IRVINE KY 40336

ARCHITECT'S PROJECT NUMBER:
CONSTRUCTION MANAGER PROJECT CMA-KDE-
 000704
CONTRACT FOR: 01700
CONTRACT DATED: 1/6/2020

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE KY 40336

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

on bond of
(Insert name and address of Contractor)
 LAKE CUMBERLAND GLASS LLC
 116 POWELL ROAD, RUSSELL SPRINGS, KY 42642

SURETY Lexon Insurance Company
 12890 Lebanon Road
 Mt. Juliet, TN 37122

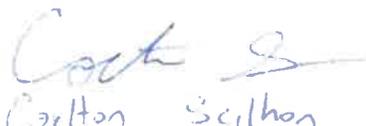
hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
 any of its obligations to
(Insert name and address of Owner)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET, IRVINE, KY 40336

CONTRACTOR

OWNER

as set forth in said Surety's bond.

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


 Carlton Scilhon
 Attest
 (Seal)

Lexon Insurance Company
 Surety)
Vicki Batson
(Signature of authorized representative)
Vicki Batson, Asst. Director of Claims
(Printed name and title)



P O. Box 560, 110 Powell Road, Russell Springs, KY 42642
Phone (270) 866 8888

SUBCONTRACTOR WARRANTY FORM

PROJECT: ESTILL COUNTY AREA TECH CENTER

LOCATION: Estill County, Irvine, KY

OWNER: Estill County Board of Education

GENERAL CONTRACTOR/
CONSTRUCTION MANAGER: Codell Construction Company

SPECIFICATION SECTION(S): 084313, 088000, 079005 (our work)

DATE OF SUBSTANTIAL COMPLETION Building 7/21/21, Pedway & Tower 8/04/21

We, Lake Cumberland Glass LLC, Subcontractor for Estill County Area Tech Center project, do hereby warrant that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and will be free from defects due to materials or workmanship for a period of one (1) year(s) from the Date of Substantial Completion

SUBCONTRACTOR: Lake Cumberland Glass LLC

BY: Ron Wesley

TITLE: Ronnie Wesley, Owner

DATE: August 4, 2021



APPLICATION AND CERTIFICATION FOR PAYMENT Construction Manager-Adviser Edition

TO OWNER:
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

PROJECT:
 ESTILL COUNTY ATC
 495 ENGINEER DRIVE
 Irvine, KY 40336

VIA ARCHITECT:
 ROSS-TARRANT ARCHITECTS INC
 101 OLD LAFAYETTE AVE
 LEXINGTON, KY 40502

ESTIMATE NO: 26
DATE OF ESTIMATE: October 7, 2021
CONTRACT DATE: November 21, 2017
PROJECT NO.: CODELL000704

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 GENERAL CONTRACTOR
 LENDER
 OTHER

FROM CONTRACTOR:
 Codell Construction Company
 4475 Rockwell Rd
 Winchester, KY 40391-7015

VIA CONSTRUCTION MANAGER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 390,720.00
2. NET CHANGE BY CHANGE ORDERS \$ 85,001.80
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 475,721.80
4. TOTAL COMPLETED & STORED TO DATE \$ 474,721.80
5. RETAINAGE:
 - a. 0 % of Completed Work \$ 0.00
 - b. 0 % of Stored Material \$ 0.00

- TOTAL RETAINAGE** \$ 0.00
- TOTAL EARNED LESS RETAINAGE** \$ 474,721.80
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 473,400.92
 8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 1,320.88
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,000.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		85,001.80	0.00
Total approved this Month		0.00	0.00
Totals		85,001.80	0.00
Net Changes by Change Order			\$85,001.80

OWNER 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

One Thousand Three Hundred Twenty Dollars and Eighty Eight Cents

(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.)
CONSTRUCTION MANAGER: Codell Construction Company

By: *[Signature]* **Date:** 10-7-2021

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

ESTIMATE NO: 26
 ESTIMATE DATE: 10/7/21
 PERIOD TO: 10/7/21
 PROJECT NO.: DELL000704

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	J Comment
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED						
000100	Preconstruction Fee	\$39,072.00	39,072.00	0.00	0.00	0.00	\$39,072.00	100.00%	0.00	
000200	Construction Phase	\$351,648.00	349,327.12	1,320.88	0.00	0.00	\$350,648.00	99.72%	0.00	
000400	Reimbursement - Hardhats for Ground	\$109.80	109.80	0.00	0.00	0.00	\$109.80	100.00%	0.00	
000500	EDA Grant Consulting - Reimbursable	\$5,000.00	5,000.00	0.00	0.00	0.00	\$5,000.00	100.00%	0.00	
000600	CM Fee Adjustment to Bids	\$28,495.00	28,495.00	0.00	0.00	0.00	\$28,495.00	100.00%	0.00	
000700	EDA Grant Consulting ~ See CO Det	\$2,000.00	2,000.00	0.00	0.00	0.00	\$2,000.00	100.00%	0.00	
000900	EDA Grant Consulting	\$1,000.00	1,000.00	0.00	0.00	0.00	\$1,000.00	100.00%	0.00	
001000	addtl services 5-6 to 6-4	\$22,636.82	22,636.82	0.00	0.00	0.00	\$22,636.82	100.00%	0.00	
001100	Addtl Services 6-5 to 7-13	\$25,760.18	25,760.18	0.00	0.00	0.00	\$25,760.18	100.00%	0.00	Change Order 0007
	GRAND TOTALS	\$475,721.80	\$473,400.92	\$1,320.88	0.00	\$0.00	\$474,721.80	99.79%	\$1,000.00	Change Order 0008