

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

February 9, 2022

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 29 for the Estill County ATC project are included in this packet. The total amount requested is as follows:

Contractors/Suppliers/Codell	\$25,638.39
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TOTAL:	<u>\$25,638.39</u>
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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 AREA CAREER AND TECHNICAL CENTER

ESTIMATE NO: 0029

ESTILL COUNTY BOARD OF EDUCATION

February 09, 2022

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.	100.00 %	\$0.00
003	00	RISING SUN DEVELOPING, INC.	100.00 %	\$0.00
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 %	\$0.00
004	01	LEE BUILDING PRODUCTS	100.00 %	\$0.00
004	02	CLAY INGELS CO. LLC	100.00 %	\$0.00
005	00	RISING SUN DEVELOPING, INC.	100.00 %	\$0.00
005	01	FERRO PRODUCTS CORPORATION	100.00 %	\$0.00
006	00	KALKREUTH ROOFING & SHEET METAL	100.00 %	\$0.00
006	01	MID-ATLANTIC ROOFING SUPPLY	100.00 %	\$0.00
007	00	BENNETT'S CARPETS, INC.	100.00 %	\$0.00
007	01	L & W SUPPLY	100.00 %	\$0.00
008	00	RODGERS ALUMINUM AND GLASS, LLC	100.00 %	\$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 %	\$0.00
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 %	\$0.00
012	00	D-C ELEVATOR COMPANY, INC.	100.00 %	\$0.00
012	01	CANTON ELEVATOR , INC.	100.00 %	\$0.00
013	00	LANDMARK SPRINKLER, INC.	100.00 %	\$0.00
014	00	CKSM MECHANICAL, INC	100.00 %	\$9,656.00
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 %	\$0.00

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
017	00	LAKE CUMBERLAND GLASS	100.00 %	\$0.00
100	00	CODELL CONSTRUCTION CO.	99.78 %	\$0.00
901	00	BABCON, INC.	100.00 %	\$15,982.39
901	01	REXEL	99.76 %	\$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
Totals			99.98 %	\$25,638.39
TOTAL PAYMENT REQUEST				\$25,638.39

ESTILL COUNTY AREA CAREER AND TECHNICAL CENTER
PROJECT CUSTOMER
February 09, 2022

ESTIMATE NO: 0029

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	\$726,326.43	\$36,316.00	\$690,010.43	\$690,010.43	\$36,316.00	100.00 %
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	MMI 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	CARMICHAEL MASONRY	\$918,030.61	\$918,030.61	\$0.00	\$918,030.61	\$918,030.61	\$0.00	100.00 %
004 01	LEE BUILDING PRODUCTS	\$88,794.15	\$88,794.15	\$0.00	\$88,794.15	\$88,794.15	\$0.00	100.00 %
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	\$22,050.00	\$0.00	\$22,050.00	\$22,050.00	\$0.00	100.00 %
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	\$1,632,300.49	\$1,632,300.49	\$0.00	\$1,632,300.49	\$1,632,300.49	\$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 %
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 %
901 00	BABCON, INC.	\$758,147.09	\$758,147.09	\$0.00	\$758,147.09	\$758,147.09	\$0.00	100.00 %
901 01	REXEL	\$40,000.00	\$39,907.19	\$0.00	\$39,907.19	\$39,907.19	\$92.81	99.76 %
901 02	NEUTECH 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 %
TOTALS		\$12,231,960.43	\$12,229,828.82	\$80,961.20	\$12,148,867.62	\$12,148,867.62	\$83,092.81	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISER EDITION

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 \$ 9,374.49
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,632,300.49
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,632,300.49
5. RETAINAGE:
 - a. 0 % of Completed Work \$ 0.00
(Column D + E on G703)
 - b. 0 % of Owner Purchased 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) \$ 1,632,300.49
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,622,644.49
8. CURRENT PAYMENT DUE \$ 9,656.00
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		\$9,019.00	\$9,300.51
Total approved this Month		\$9,656.00	
NET CHANGES by Change Order	TOTALS	\$18,675.00	\$9,300.51
		\$9,374.49	

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.

By: Benjamin Bowen Date: 1/31/2022

County of: Garrard
State of: Kentucky

Subscribed and sworn to before me this 31st day of January, 2022

Notary Public:

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:

By: Kenny Davis

ARCHITECT: Ben A. Nib

Date: 2/7/2022

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.



APPLICATION NO: 21
PERIOD TO: 1/31/2022
PROJECT NO:
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

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: 21

APPLICATION DATE: 01/31/2022

PERIOD TO: 01/31/2022

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)		H BALANCE TO FINISH (C - G)		I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)										
1	Ductwork Material 1st Floor	\$12,000.00	\$12,000.00		\$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		\$30,000.00	100.00%	\$0.00		\$0.00
3	Ductwork Material 2nd Floor	\$16,000.00	\$16,000.00		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$44,436.00	100.00%	\$0.00		\$0.00
17	Insulation Material 1st Floor	\$25,000.00	\$25,000.00		\$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		\$25,000.00	100.00%	\$0.00		\$0.00
19	Insulation Material 2nd Floor	\$35,000.00	\$35,000.00		\$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		\$38,000.00	100.00%	\$0.00		\$0.00
21	Pedway Material 3rd Floor	\$6,500.00	\$6,500.00		\$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		\$21,124.00	100.00%	\$0.00		\$0.00
23	Test & Balancing	\$16,000.00	\$16,000.00		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$40,000.00	100.00%	\$0.00		\$0.00

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: 21
APPLICATION DATE: 01/31/2022
PERIOD TO: 01/31/2022
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)		
36	Plumbing & Mechanical Piping AC Material 2nd Floor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$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	100.00%	\$0.00	\$0.00
38	Mechanical Room Piping Material	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
39	Mechanical Room Piping Labor	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$0.00
40	Plumbing Fix Material 1st Floor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
41	Plumbing Fix Labor 1st Floor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
42	Plumbing Fix Material 2nd Floor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
43	Plumbing Fix Labor 2nd Floor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
44	Cooling Tower Install Material	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
45	Cooling Tower Install Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
46	Mobilization/ Bond/ Shop Drawings	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.00%	\$0.00	\$0.00
47	Demobilization/ Punchlist	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
48	Direct Purchase Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
49	Change Order #14-2	(\$7,422.00)	(\$7,422.00)	\$0.00	\$0.00	(\$7,422.00)	100%	\$0.00	\$0.00
50	Change Order #14-4	\$9,019.00	\$9,019.00	\$0.00	\$0.00	\$9,019.00	100%	\$0.00	\$0.00
51	Change Order #14-6	(\$1,878.51)	(\$1,878.51)	\$0.00	\$0.00	(\$1,878.51)	100%	\$0.00	\$0.00
52	Change Order #14-7	\$9,656.00	\$0.00	\$9,656.00	\$0.00	\$9,656.00	100%	\$0.00	\$0.00
GRAND TOTALS		\$1,632,300.49	\$1,622,644.49	\$9,656.00	\$0.00	\$1,632,300.49	100.00%	\$0.00	\$0.00

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

(use for all tiers)

Victoria Paige Hall
Notary Public, ID No. 5182
State at Large, Kentucky
My Commission Expires on 4-22-24

**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:** 01400**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):*CKSM MECHANICAL, INC
2672 CARTERSVILLE RD
PAINT LICK, KY 40461**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

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.

Paul Sipes VP**CONTRACTOR**

CKSM MECHANICAL, INC

BY

DATE

9/16/2021

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

OWNERESTILL 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: 01400

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):

CKSM MECHANICAL, INC
2672 CARTERSVILLE RD
PAINT LICK, KY 40461

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.

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

Peter H. Zich

DATE

9/15/21

DATE

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
CKSM MECHANICAL, INC

BY

President

DATE

9-10-2021

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 Garrard)

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

Bid Package # 01400

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.

CKSM MECHANICAL, INC

Contractor

By: 

SWORN TO AND SUBSCRIBED BEFORE ME, this day 10th of

Sept 20 21.



Notary Public



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Estill Co. Area Technology Center
Irvine, Kentucky

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

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

CONTRACT DATED: December 14, 2019

SURETY ☐

OTHER ☐

STATE OF: Kentucky

COUNTY OF: Garrard

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate attachment: ☒ Yes ☐ No

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

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

CONTRACTOR: (Name and address)

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

BY:

(Signature of authorized representative)

Ronnie Brown - President
(Printed name and title)

Subscribed and sworn to before me on this date: 8-27-21

Notary Public: Victoria Paige Hall

My Commission Expires: 4-22-21

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.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Estill Co. Area Technology Center
Irvine, Kentucky

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

Estill Co. Board of Education
253 main Street
Irvine, Ky. 40336

CONTRACT DATED: December 16, 2019

SURETY ☐

OTHER ☐

STATE OF: Kentucky

COUNTY OF: Garrard

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:

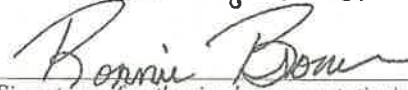
SUPPORTING DOCUMENTS ATTACHED HERETO:

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)

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

BY:


(Signature of authorized representative)

Bonnie Brown - President
(Printed name and title)

Subscribed and sworn to before me on this date: 8-27-2021

Notary Public: Victoria Paige Hall

My Commission Expires: 4-22-2024

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.



WARRANTY Estill County Technical Center

Date: 8/4/2021

RE: Pedway and Pedway Tower

Central Kentucky Sheet Metal Inc. will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on Substantial completion and is effective for one year.

Signed:

A handwritten signature in dark ink, appearing to read "B. [unclear]", is written over the "Signed:" label.

2072 Commonwealth
Paint Hills KY 40369
859-975-2998
859-975-2089 (fax)
browns@cksm.net

Ronald Brown
President
Ext. 102
browns@cksm.net

Ray Sears
Commercial/Plumbing
Estimator
Ext. 107
sears@cksm.net

Les Brown
Commercial/Plumbing
Plumbing
Estimator
Project Manager
Ext. 103
brown@cksm.net

Scott Cordell
Commercial/Plumbing
Estimator/Helper
Ext. 104
cordell@cksm.net

Chris Jones
Ext. President
Manufacturing Department
Estimator
Ext. 105
jones@cksm.net



WARRANTY

Estill County Technical Center

Date: 7/21/2021

RE: Main Building and Site

Central Kentucky Sheet Metal Inc. will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on Substantial completion and is effective for one year.

Signed:

A handwritten signature in dark ink, appearing to read "Bill C.", is written over a horizontal line.

2672 Glenwood Ave.
Burlington, KY 40301
845-75-1999
845-75-1999 (fax)
www.cksm.net

Ronnie Brown
President
Ext. 102
rbrown@cksm.net

Les Seay
Commercial Division
Estimator
Ext. 107
lseay@cksm.net

Les Hudson
Commercial D.E./N.E.
Plumbing
Estimator
Project Manager
Ext. 103
lhudson@cksm.net

Tom Conbill
Commercial D.E./N.E.
Estimator / Safety
Coordinator
Ext. 104
tconbill@cksm.net

Tom Spivey
Ext. 105
Commercial Department
Estimator
Ext. 106
tspivey@cksm.net

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

AIA DOCUMENT G707

Bond No. KYC51548

PROJECT: Bid Package 14: Plumbing/Mechanical, Estill County Area Technology Center, Irvine, KY
(name, address)

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Bid Package 14: Plumbing/Mechanical, Estill
County Area Technology Center, Irvine, KY

CONTRACT DATE:

CONTRACTOR: Central Kentucky Sheet Metal Inc
2672 Cartersville Rd. Paint Lick, KY 40461

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)

Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306 - 3498

, SURETY COMPANY,

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

Central Kentucky Sheet Metal Inc
2672 Cartersville Rd. Paint Lick, KY 40461

, 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

, OWNERS,

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 11th day of August, 2021

Merchants Bonding Company (Mutual)
Surety Company



Candace Plybon

Signature of Authorized Representative

Candace Plybon Attorney-in-Fact
Title Surety Phone No. 515-243-8171

Attest:
(Seal): *Douglas Davis*

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

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Candace Plybon; Carol Burch Hamby; Charles G Peden; Deborah Davis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



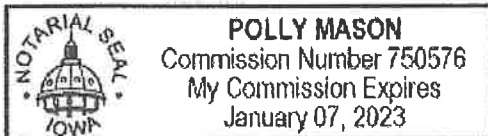
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

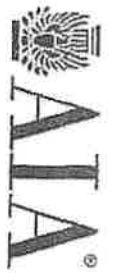
(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11 day of August, 2021.



William Warner Jr.
Secretary



Document G702/CMA™ - 1992

BP 15
907

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:

Codell Construction
4475 Rockwell Road
Winchester, KY 40392

FROM CONTRACTOR:

Babcon Inc.
147 South Estill Avenue
Richmond, KY 40475

PROJECT:

Estill County Area Technology
495 Engineer Drive
Irvin, KY 40336

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

APPLICATION NO: 22

PERIOD TO: 1/31/2022

CONTRACT DATE:

PROJECT NOS:

Distribution to:

OWNER ☐

CONSTRUCTION MANAGER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

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

\$32,087.80

2. Net change by Change Orders

\$26,059.29

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$58,147.09

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

\$58,147.09

5. RETAINAGE:

- a. 0 % of Completed Work
(Column D + E on G703)
b. 0 % of Stored Material
(Column F on G703)

\$ 0.00
\$ 0.00

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

6. TOTAL EARNED LESS RETAINAGE

\$ 758,147.09

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 742,164.70

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$ 15,982.39

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	\$39,727.74	\$4,668.45
Total approved this Month	0.00	0.00
TOTALS	\$39,727.74	\$4,668.45
NET CHANGES by Change Order	\$39,727.74	\$4,668.45

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: 1-31-22

State of KY

County Madison

Subscribed and sworn to before me this 31 day of February, 2022.

Notary Public: Lisa M. Erickson

My Commission expires 8/14/2024

[Notary Seal]

Lisa M. Erickson
Notary Public, ID KYNP14450
State at Large, Kentucky
My Commission Expires on Aug. 14, 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. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: Kenny Davis

By:

Digitally signed by Kenny Davis
DN: cn=Kenny Davis, o=, email=kenny.davis@construction.com,
c=US
Date: 2022.01.31 15:19:50 -0500

By:

Date:

2/7/2022

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.

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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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF 1/1/19

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column f on Contracts where variable retainage for line items may apply.

APPLICATION NO: 22
APPLICATION DATE: PERIOD 10)
ARCHITECT'S PROJECT NO: 1/31/2022

Page 2

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	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	70,000.00	100	0.00	0.00
2	01.02: Wire	29,000.00	29,000.00		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	4,200.00	100	0.00	0.00
4	01.04: Lights	12,075.00	12,075.00		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	3,450.00	100	0.00	0.00
6	01.06: Devices	2,875.00	2,875.00		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	5,175.00	100	0.00	0.00
8	01.08: Newtech Systems Labor	28,750.00	28,750.00		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>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	56,000.00	100	0.00	0.00
10	02.02: Wire	23,000.00	23,000.00		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	1,725.00	100	0.00	0.00
12	02.04: Lights	8,625.00	8,625.00		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	2,300.00	100	0.00	0.00
14	02.06: Devices	2,300.00	2,300.00		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	5,175.00	100	0.00	0.00
16	02.08: Newtech Systems Labor	17,250.00	17,250.00		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>116,375.00</u>	<u>100</u>	<u>0.00</u>	<u>0.00</u>
2nd Floor Area B										

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

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

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

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

APPLICATION NO: 22
APPLICATION DATE: 1/31/2022
PERIOD TO: 1/31/2022
ARCHITECT'S PROJECT NO:

Page 3

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		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)
	2nd Floor Area B										
17	03.01: Raceway	88,000.00	88,000.00	0.00	0.00	0.00	0.00	88,000.00	100	0.00	0.00
18	03.02: Wire	40,250.00	40,250.00	0.00	0.00	0.00	0.00	40,250.00	100	0.00	0.00
19	03.03: Gear	6,900.00	6,900.00	0.00	0.00	0.00	0.00	6,900.00	100	0.00	0.00
20	03.04: Lights	14,375.00	14,375.00	0.00	0.00	0.00	0.00	14,375.00	100	0.00	0.00
21	03.05: Lighting Controls	5,750.00	5,750.00	0.00	0.00	0.00	0.00	5,750.00	100	0.00	0.00
22	03.06: Devices	5,175.00	5,175.00	0.00	0.00	0.00	0.00	5,175.00	100	0.00	0.00
23	03.07: Systems Pathways	6,900.00	6,900.00	0.00	0.00	0.00	0.00	6,900.00	100	0.00	0.00
24	03.08: Newtech Systems Labor	40,250.00	40,250.00	0.00	0.00	0.00	0.00	40,250.00	100	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>100</u>	<u>0.00</u>	<u>0.00</u>
	Pedway										
25	04.01: Raceway	30,912.80	30,912.80	0.00	0.00	0.00	0.00	30,912.80	100	0.00	0.00
26	04.02: Wire	14,000.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00	100	0.00	0.00
27	04.03: Gear	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	100	0.00	0.00
28	04.04: Lights	3,800.00	3,800.00	0.00	0.00	0.00	0.00	3,800.00	100	0.00	0.00
29	04.05: Lighting Controls	978.00	978.00	0.00	0.00	0.00	0.00	978.00	100	0.00	0.00
30	04.06: Devices	950.00	950.00	0.00	0.00	0.00	0.00	950.00	100	0.00	0.00
31	04.07: System Pathways	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100	0.00	0.00
32	04.08: Newtech Systems Labor	14,000.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00	100	0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 4

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

APPLICATION DATE: 12/31/2022
PERIOD TO: 1/31/2022

In calculations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable percentage for line items may apply.

ARCHITECT'S PROJECT NO: 1/31/2022

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
33	04.09: Site Pedway	28,000.00 95,640.80	28,000.00 95,640.80	0.00 0.00	0.00 0.00	28,000.00 95,640.80	100 100	0.00 0.00
34	05.01: Demo Site	10,947.00	10,947.00	0.00	0.00	10,947.00	100	0.00
35	05.02: Raceway	31,750.00	31,750.00	0.00	0.00	31,750.00	100	0.00
36	05.03: Wire	10,350.00	10,350.00	0.00	0.00	10,350.00	100	0.00
37	05.04: Gear	2,300.00	2,300.00	0.00	0.00	2,300.00	100	0.00
38	05.05: Lights	950.00	950.00	0.00	0.00	950.00	100	0.00
39	06.01: Temporary Temporary	20,500.00 20,500.00	20,500.00 20,500.00	0.00 0.00	0.00 0.00	20,500.00 20,500.00	100 100	0.00 0.00
40	07.01: Punch List Administrative	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00
41	07.02: Foreman Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00
42	07.03: Inspection	15,650.00	15,650.00	0.00	0.00	15,650.00	100	0.00
43	07.04: Bonding	22,000.00	22,000.00	0.00	0.00	22,000.00	100	0.00
44	07.05: Mobilization	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00
	Documentation	76,650.00	76,650.00	0.00	0.00	76,650.00	100	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 01 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO. 22

Page 5

containing Contractor's signed Certification, is attached.

APPLICATION DATE

1/31/2022

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

PERIOD TO

1/31/2022

ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NET IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	REFERENCE (IF VARIATION RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		(G + F + I)	% (G + G)		
45	Documentation	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
46	08.01: Submittals	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
47	08.02: Close-out Documents	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	0.00
48	CD04.CO04: PR14, 15, 16, and 17	13,598.74	13,598.74	0.00	0.00	13,598.74	100	0.00	0.00
49	CD02.CO02: Match Original Contract	400.00	400.00	0.00	0.00	400.00	100	0.00	0.00
50	CD05.CO05: Pwr To Hand Dryers	7,956.67	7,956.67	0.00	0.00	7,956.67	100	0.00	0.00
51	CD06.CO06: PR#33 Cord Reels Diesel Lab	8,772.33	8,772.33	0.00	0.00	8,772.33	100	0.00	0.00
52	CD07.CO07: Damaged Ceiling Tile	-1,878.51	-1,878.51	0.00	0.00	-1,878.51	100	0.00	0.00
53	CD08.CO08: Credit for Carhartt Equipment	-2,789.94	-2,789.94	0.00	0.00	-2,789.94	100	0.00	0.00
		758,147.09	758,147.09	0.00	0.00	758,147.09	100	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").

The Undersigned, for and in consideration of Three Thousand Eight Hundred Ninety Eight Dollars and 69 Cents (\$ 3,898.69) 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: 1/31/22

Name of Company Babcon Inc.

Signature: [Signature]

(Undersigned)

Subscribed and sworn before me this 31st day of January, 2022

Printed Name: Bryan Hale

Title of Person Signing: President

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 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 title of partner should be set forth. State at Large, Kentucky. My Commission Expires on Aug. 14, 2024.

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 ("Owner") and on which Babcon Inc. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 742,164.70 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: 1/31/22

Name of Company Babcon Inc.

Signature: [Signature]

Printed Name: Bryan Hale

Subscribed and sworn before me this 31st day of January, 2022

Notary Signature and Seal: [Signature]

(Undersigned)

Title: President

Lisa M. Erickson
Notary Public, ID KYNP11450
State at Large, Kentucky
My Commission Expires on Aug. 14, 2024

(use for all tiers)

 **Lisa M. Erickson**
Notary Public, ID KYNP11450
State at Large, Kentucky
My Commission Expires on Aug. 14, 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

PROJECT NUMBER: CMAKDE000704

CONTRACT FOR: 00015/90100

CONTRACT DATE: 1/6/2020

TO CONTRACTOR:

(Name and address):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

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: 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

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

BABCON, 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)



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: 00015/90100

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):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

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
BABCON, INC.

BY

9/15/21

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 Madison)

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

Bid Package # 00015/90100

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.

BABCON, INC.

Contractor

By: 

Sept 20 21 SWORN TO AND SUBSCRIBED BEFORE ME, this day 15 of


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: 00015/ 90100
CONTRACT FOR: BABCON, 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: Madison

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:

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)*
BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

BY:



(Signature of authorized representative)

Bryan Hale, Operation Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

9/15/2021

Notary Public:



My Commission Expires:



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User Notes:
(436928874)



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"/>

Bond No. 54-227885

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: 00015/90100
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)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 54207-3909
on bond of

, SURETY,

(Insert name and address of Contractor)
BABCON, INC.

147 SOUTH ESTILL AVENUE, RICHMOND KY 40475

, 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 in this date: September 8, 2021

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

United Fire & Casualty Company


(Surety)


(Signature of authorized representative)

James H. Martin, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



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User Notes:

(2843275340)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of April, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of April, 2020

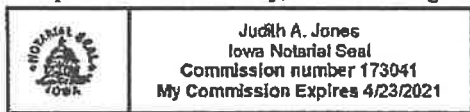


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of April, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 8th day of September, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

WARRANTY

Babcon Inc.

147 S. Estill Avenue
Richmond, KY 40475
(859) 623-3848

DATE: 9/15/21

RE: Estill Co. Area Career and Technology Center

Babcon Inc. will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on the date of July 21, 2021 and is effective for one year.

Signed:



Officer/Owner of Company

B BABCON INC.

ELECTRICAL CONTRACTING
147 South Estill Ave.
Richmond, KY 40475

9/7/21

Estill County ATC
495 Engineer Drive
Irvine Ky. 40336

RE: ONE YEAR LIMITED WARRANTY

Thank you for your recent purchase of quality materials and craftsmanship from Babcon Inc.

We are proud of the installation at the Estill County ATC and are sure that you will find the electrical work a superior product. The following systems were installed and are warranted from the date of service.

System	Main Bld/Pedway and Tower
• Lighting	7/21/21 & 8/4/21
• Gear	7/21/21 & 8/4/21
• Special Systems	7/21/21 & 8/4/21

The Operating and Maintenance Manuals provide details regarding the individual products. Included with each section is a contact number for the respective parts. Any product that is defective can be replaced by simply calling the vendor for replacement or you can call Babcon Inc. at (859) 623-3848.

Replacement of lamps and fuses are specifically not included in the warranty. Labor and parts will be warranted of damage goods due to faulty workmanship. Failure of specific parts mentioned above will be covered with the exception of the labor required to remove and replace said parts.

At Babcon we strive to provide service after the sale. Our service department is available 24 hours a day 7 days a week. Any additional service or installation can be arranged by contacting Bryan Hale at (859) 623-3848.

Again we thank you for your business and look forward to a long term relationship.

Sincerely,

Chris Honeycutt
Chris Honeycutt