

# AIA Document G732™ - 2009

BP#1  
OK  
TLC

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732 CMA

## CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

|                                                                                                                                                                                                                                                                      |                                                                                                                                     |                                                                                                                                                               |                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO OWNER:</b><br>Beechwood Independent Board of Education<br>50 Beechwood Road<br>Fort Mitchell, KY 41017<br><br><b>FROM CONTRACTOR:</b><br>Paul Michels and Sons, Inc.<br>1547 Youell Road<br>Hebron, KY 41048<br><br><b>CONTRACT FOR:</b> BP#1 Asphalt Paving ✓ | <b>PROJECT:</b><br>Beechwood Independent Schools<br>Phase 6A: Addition & Renovations<br>54 Beechwood Rd.<br>Fort Mitchell, KY 41017 | <b>APPLICATION:</b> 2 (Final)<br><br><b>PERIOD TO:</b> 6/30/22<br><b>PROJECT NO:</b><br><br><b>CONTRACT DATE:</b> April 12, 2021<br><br><b>Inv #</b> 21/125-2 | <b>Distribution to:</b><br><input type="checkbox"/> OWNER<br><input type="checkbox"/> CONSTRUCTION<br>MANAGER<br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> CONTRACTOR |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## CONTRACTOR'S APPLICATION FOR PAYMENT

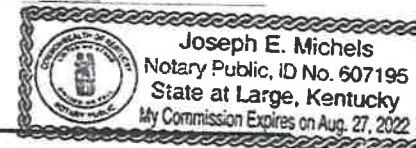
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

|                                                                              |    |             |
|------------------------------------------------------------------------------|----|-------------|
| 1. MODIFIED CONTRACT SUM                                                     | \$ | 27,525.00 ✓ |
| 2. Net change by Change Orders                                               | \$ | 5,862.00 ✓  |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                         | \$ | 33,387.00 ✓ |
| 4. TOTAL COMPLETED & STORED TO DATE<br>(Column G on G703)                    | \$ | 33,387.00 ✓ |
| 5. RETAINAGE                                                                 |    |             |
| a. % of Completed Work                                                       | %  | 0.00        |
| (Column D + E on G703)                                                       |    |             |
| b. % of Stored Material                                                      | %  |             |
| (Column F on G703)                                                           |    |             |
| Total Retainage (Lines 5a + 5b or<br>Total in Column F on G703)              | \$ | 0.00        |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)                 | \$ | 33,387.00   |
| 7. LESS PREVIOUS CERTIFICATES FOR<br>PAYMENT (Line 6 from prior Certificate) | \$ | 19,973.75 ✓ |
| 8. CURRENT PAYMENT DUE                                                       | \$ | 13,413.25   |
| 9. BALANCE TO FINISH INCLUDING RETAINAGE<br>(Line 3 less Line 6)             | \$ | 0.00        |

| CHANGE ORDER SUMMARY                                               | ADDITIONS         | DEDUCTIONS    |
|--------------------------------------------------------------------|-------------------|---------------|
| Total approved in previous months by Owner                         | 0.00              | 0             |
| Total approved this month including Construction Change Directives | \$5,862.00        | \$0.00        |
| <b>TOTALS</b>                                                      | <b>\$5,862.00</b> | <b>\$0.00</b> |
| NET CHANGES by Change Order                                        |                   |               |

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 John Michels Date 6-24-22  
 State of KY  
 County of Boone  
 Subscribed and sworn to before  
 me this 24th day of June, 2022.  
 Notary Public  
 My Commission expires: 8-27-22



## 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 \$ 13,413.25 ✓

(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 7-28-22  
 ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)  
 By [Signature] Date 8-8-22

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

Page 2

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

Application Number: 2  
 Application Date: 6/24/2022  
 Period To: 6/30/2022  
 Architect's Project No:

| A       | B                   | C               | D                                          | E                          | F                                          | G                                          |         | H                       | I         |
|---------|---------------------|-----------------|--------------------------------------------|----------------------------|--------------------------------------------|--------------------------------------------|---------|-------------------------|-----------|
| ITEM NO | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATION (D+E) | 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 |
| 1       | Asphalt Paving      | 26,750.00       | 21,250.00                                  | 5,500.00                   | 0.00                                       | 26,750.00                                  | 100     | 0.00                    | 0.00      |
| 2       | Punch List          | 300.00          | 0.00                                       | 300.00                     | 0.00                                       | 300.00                                     | 100     | 0.00                    | 0.00      |
| 3       | Project Close-Out   | 100.00          | 0.00                                       | 100.00                     | 0.00                                       | 100.00                                     | 100     | 0.00                    | 0.00      |
| 4       | Submittals          | 100.00          | 100.00                                     | 0.00                       | 0.00                                       | 100.00                                     | 100     | 0.00                    | 0.00      |
| 5       | Bond                | 275.00          | 0.00                                       | 275.00                     | 0.00                                       | 275.00                                     | 100     | 0.00                    | 0.00      |
| 6       | CO # 1-1            | 5,862.00        | 0.00                                       | 5,862.00                   | 0.00                                       | 5,862.00                                   | 100     | 0.00                    | 0.00      |
|         |                     | 33,387.00       | 21,350.00                                  | 12,037.00                  | 0.00                                       | 33,387.00                                  | 100     | 0.00                    | 0.00      |



# 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):

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY

PROJECT NUMBER: CMAKDE000744

CONTRACT FOR: 00100

CONTRACT DATE: 4/12/2021

TO CONTRACTOR:

(Name and address):

PAUL MICHELS AND SONS, INC.  
1547 YOEHL ROAD  
HEBRON, KY 41048

### TO OWNER:

(Name and address):

BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

DATE OF ISSUANCE: Tuesday, April 5, 2022

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 **APRIL 1, 2022** 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

ARCHITECT

ROBERT ELMET HAYES &  
ASSOCIATES

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

PAUL MICHELS AND SONS, INC.

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

BEECHWOOD INDEPENDENT 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<sup>®</sup> Document G706<sup>™</sup> – 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)  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS  
AND RENOVATIONS  
FORT MITCHELL, KY

**ARCHITECT'S PROJECT NUMBER:**  
**BID PACKAGE:** 00100  
**CONTRACT FOR:** PAUL MICHELS AND SONS, INC.  
**CONTRACT DATED:** 4/12/2021

**TO OWNER:** (Name and address)  
BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECHWOOD ROAD  
FORT MITCHELL, KY 41017

**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:** 13, 413, 25

**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)  
PAUL MICHELS AND SONS, INC.  
1547 YOEUELL ROAD  
HEBRON, KY 41048

**BY:**

(Signature of authorized representative)

Paul J. Michels President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

8-27-22



Joseph E. Michels  
Notary Public, ID No. 607195  
State at Large, Kentucky  
My Commission Expires on Aug. 27, 2022

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User Notes:  
(436928874)



# AIA<sup>®</sup> Document G706A<sup>™</sup> – 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)  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: 00100  
CONTRACT DATED: 4/12/2021

TO OWNER: (Name and address)  
BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECWOOD ROAD  
FORT MITCHELL, KY 41017

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: *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)  
PAUL MICHELS AND SONS, INC.  
1547 YOEELL ROAD  
HEBRON, KY 41048

BY:

  
(Signature of authorized representative)

*Paul J. Michels President*  
(Printed name and title)

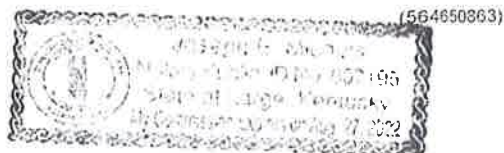
Subscribed and sworn to before me on this date: *6/24/22*

Notary Public:

My Commission Expires: *8-27-22*

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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)  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY 41017

ARCHITECT'S PROJECT NUMBER:  
CONSTRUCTION MANAGER PROJECT CMA-KDE-  
000744  
CONTRACT FOR: 00100  
CONTRACT DATED: 4/12/2021

TO OWNER: (Name and address)  
BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECHWOOD ROAD  
FORT MITCHELL, KY 41017

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

Ohio Farmers Insurance Co.  
P.O. Box 5001, Westfield Center, OH 44251

, SURETY,

on bond of  
(Insert name and address of Contractor)  
PAUL MICHELS AND SONS, INC.  
1547 YUELL ROAD, HEBRON KY 41048

, 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)  
BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECHWOOD ROAD, FORT MITCHELL, KY 41017

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand in this date: June 24, 2022  
(Insert in writing the month followed by the numeric date and year.)



Attest: Kim Frankenhardt  
(Seal):

Ohio Farmers Insurance Co.

(Surety)



(Signature of authorized representative)

Kelly LaRene Houze, Attorney-In-Fact

(Printed name and title)

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

State of     KY     )

County of     Kenton County     )

**WHEREAS, BEECHWOOD INDEPENDENT BOARD OF EDUCATION** as Owner, did enter into an agreement on **April 12, 2021** with **PAUL MICHELS AND SONS, INC.** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS AND RENOVATIONS**  
**Bid Package # 00100**

**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 **BEECHWOOD INDEPENDENT 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.

**PAUL MICHELS AND SONS, INC.**

Contractor

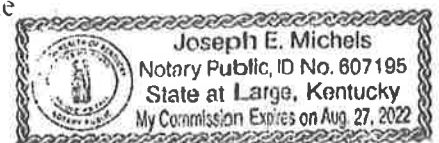
By: *Paul Michels*

June 20 22 SWORN TO AND SUBSCRIBED BEFORE ME, this day 24<sup>th</sup> of

*Joseph E. Michels*  
Notary ID# (if applicable) 607195

Notary Public at Large County

Ky State





## WARRANTY

**PROJECT:** Beechwood Independent Schools Phase 6A  
Bid Package #001 Asphalt Paving

**OWNER:** Beechwood Independent Schools  
**CM:** Codell Construction Company

**WARRANTY PROVIDED BY:** Paul Michels & Sons, Inc.

**EFFECTIVE DATE OF WARRANTY:** April 1<sup>st</sup>, 2022

**LENGTH OF WARRANTY:** One (1) year from effective date

We hereby warrant that all material and workmanship furnished on **Asphalt Paving** as part of the above referenced Contract will be of good quality and free from defective workmanship and materials. We agree to correct all construction performed should they prove to be defective in workmanship within a period of one (1) year from the date of Substantial Completion, **April 1<sup>st</sup>, 2022**. Cost for such repairs and corrective work shall be provided by us without cost to the Owner.

Paul Michels & Sons, Inc.

By:   
Paul J. Michels  
President

Date: 6/24/22