

# AIA Document G732™ - 2009

BP#2  
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## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMa

## CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:  
Beechwood Independent Board of Education  
50 Beechwood Road  
Fort Mitchell, KY 41017  
FROM CONTRACTOR:  
Century Construction Inc.  
34 Kenton Lands Road  
Erlanger, KY 41018

PROJECT: Beechwood Independent Schools  
Phase 6A: Addition & Renovations  
54 Beechwood Rd.  
Fort Mitchell, KY 41017

APPLICATION: 14 - RETAINAGE  
PERIOD TO: 6-14-2022  
PROJECT NO: 20-3406

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

CONTRACT DATE: April 12, 2021

CONTRACT FOR: BP#2 General Trades ✓

## 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	\$	778,824.00 ✓
2. Net change by Change Orders	\$	(9,585.77) ✓
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	769,238.23 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	769,238.23 ✓
5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
(Column D + E on G703)		
b. 0 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	769,238.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	730,776.32 ✓
8. CURRENT PAYMENT DUE	\$	38,461.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner	10,104.33	(\$19,690.10)
Total approved this month including Construction Change Directives	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$10,104.33</b>	<b>(\$19,690.10)</b>
NET CHANGES by Change Order	(\$9,585.77)	

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

CONTRACTOR: [Signature] Date: 6/14/22  
By: [Signature]  
State of: Kentucky  
County of: Kenton  
Subscribed and sworn to before me this 14th day of June, 2022  
Notary Public: Kellee Scott-Spahra  
My Commission expires: April 3, 2023

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the evaluation 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 \$ 38,461.91 ✓

(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

***ALA DOCUMENT G703***

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 14 - RETIANAGE

**Contractor's signed certification is attached.**

APPLICATION DATE: 6/14/2022

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

PERIOD TO: 6/14/2022

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

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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)	THIS PERIOD					
1	Performance and Payment Bond	6,500	\$6,500.00			\$6,500.00	100.00%		\$650.00
2	Submittals	750	\$750.00			\$750.00	100.00%		\$75.00
3	Mobilization	2,500	\$2,500.00			\$2,500.00	100.00%		\$250.00
4	Allowance - 100 Laborer Hours	4,500	\$4,500.00			\$4,500.00	100.00%		\$450.00
5	Allowance - CM Discretionary	25,000	\$25,000.00			\$25,000.00	100.00%		\$2,500.00
6	Allowance - 100 Carpenter Hours	5,000	\$5,000.00			\$5,000.00	100.00%		\$500.00
7	Allowance - 1500 Tons - Stone	39,750	\$39,750.00			\$39,750.00	100.00%		\$3,975.00
8	Allowance - (2) 50 CY Undercutting	500	\$500.00			\$500.00	100.00%		\$50.00
9	Allowance - Drilled Piers	5,000	\$5,000.00			\$5,000.00	100.00%		\$500.00
10	Supervision	89,250	\$89,250.00			\$89,250.00	100.00%		\$8,925.00
11	Dumpsters	4,700	\$4,700.00			\$4,700.00	100.00%		\$470.00
12	Temporary Toilet	2,300	\$2,300.00			\$2,300.00	100.00%		\$230.00
13	Temporary Barricades	8,000	\$8,000.00			\$8,000.00	100.00%		\$800.00
14	Temporary Fencing	6,000	\$6,000.00			\$6,000.00	100.00%		\$600.00
15	Project Signs	3,000	\$3,000.00			\$3,000.00	100.00%		\$300.00
16	Site Layout - Staking	6,000	\$6,000.00			\$6,000.00	100.00%		\$600.00
17	Tools & Equipment	25,000	\$25,000.00			\$25,000.00	100.00%		\$2,500.00
18	Cleaning and Final Cleaning	6,500	\$6,500.00			\$6,500.00	100.00%		\$650.00
19	Selective Demolition	6,500	\$6,500.00			\$6,500.00	100.00%		\$650.00
20	Site Demo and Excavation	35,500	\$35,500.00			\$35,500.00	100.00%		\$3,550.00
21	Drilled Piers	60,000	\$60,000.00			\$60,000.00	100.00%		\$6,000.00
22	Storm Sewer	100,000	\$100,000.00			\$100,000.00	100.00%		\$10,000.00
23	Concrete Pouring	185,000	\$185,000.00			\$185,000.00	100.00%		\$18,500.00
24	Sawcutting	1,000	\$1,000.00			\$1,000.00	100.00%		\$100.00
25	Wood Blocking	35,000	\$35,000.00			\$35,000.00	100.00%		\$3,500.00
26	Wood Sheathing	18,000	\$18,000.00			\$18,000.00	100.00%		\$1,800.00
27	Waterproofing	4,000	\$4,000.00			\$4,000.00	100.00%		\$400.00
28	Spray Foam	5,000	\$5,000.00			\$5,000.00	100.00%		\$500.00
29	Joint Sealers	23,000	\$23,000.00			\$23,000.00	100.00%		\$2,300.00
30	Doors, Frames and Hardware - Labor	17,300	\$17,300.00			\$17,300.00	100.00%		\$1,730.00
31	Markerboards & Tackboards - Labor	4,500	\$4,500.00			\$4,500.00	100.00%		\$450.00
32	CONTRACT TOTAL		\$38,640.00			\$38,640.00	100.00%		\$3,864.00

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 14 - RETIANAGE

Contractor's signed certification is attached.

APPLICATION DATE: 6/14/2022

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

PERIOD TO: 6/14/2022

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

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		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
33	Signage	884	\$884.00			\$884.00	100.00%		\$88.40
34	Fire Extinguishers	1,000	\$1,000.00			\$1,000.00	100.00%		\$100.00
35	Toilet Accessories	1,500	\$1,500.00			\$1,500.00	100.00%		\$150.00
36	Punchlist	1,000	\$1,000.00			\$1,000.00	100.00%		\$100.00
37	Project Closeout	750	\$750.00			\$750.00	100.00%		\$75.00
38	Change Order 2-1 - Credit for drilled piers recap and allowance	(15,715)	(\$15,715.10)			(\$15,715.10)	100.00%		(\$1,571.51)
39	Change Order 2-2 - PR #6 - Stair shaft								
39	Fireproofing Conditions	10,104	\$10,104.33			\$10,104.33	100.00%		\$1,010.43
39	Change Order 2-3 - Credit for eliminating landscape island	(3,975)	(\$3,975.00)			(\$3,975.00)	100.00%		(\$397.50)
GRAND TOTALS		\$769,238.23	\$769,238.23	\$0.00	\$0.00	\$769,238.23	100.00%	\$0.00	\$76,923.82

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

(use for all tiers)

The Undersigned, for and in consideration of Thirty eight thousand four hundred sixty one and 91/100 (\$ 38,461.91 ) 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: 6/27/22

**Signature:**

Printed Name: Scott Bickell

Name of Company Century Construction Inc

(Undersigned)

Subscribed and sworn before me this 27th day of June

Title of Person Signing: V.P. Finance

**Notary Signature and Seal:**

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

STATE OF Kentucky

COUNTY OF Kenton

TO WHOM IT MAY CONCERN:

### CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)/he Scott Bickell the V.P. Finance  
of Century Construction Inc. ("Company name and Undersigned"), who is the contractor for the  
Pharo 6A Addition & Reno work on the project ("Project") located at Beechwood Independent  
Beechwood Independent Board of Education owned by Beechwood Independent Board of Education ("Owner") and on  
which Century Construction Inc. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 712,883.31 prior to this payment.

That all waivers and releases are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

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

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: 6/27/22  Name of Company Century Construction Inc.

(Undersigned)

Signature: [Signature] Printed Name: Scott Bickell

Subscribed and sworn before me this 27th day of June, 2022

Notary Signature and Seal:

V.P. Finance



# 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: 00200

CONTRACT DATE: 4/12/2021

### TO CONTRACTOR:

(Name and address):

CENTURY CONSTRUCTION, INC.  
34 KENTON LANDS ROAD  
ERLANGER, KY 41018

### TO OWNER:

(Name and address):

BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECWOOD 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 EHMET 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  
CENTURY CONSTRUCTION, 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** 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)  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS  
AND RENOVATIONS  
FORT MITCHELL, KY

**ARCHITECT'S PROJECT NUMBER:**  
**BID PACKAGE:** 00200  
**CONTRACT FOR:** CENTURY CONSTRUCTION, INC.  
**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:** Kentucky  
**COUNTY OF:** Kenton

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

### EXCEPTIONS:

### SUPPORTING DOCUMENTS ATTACHED HERETO:

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

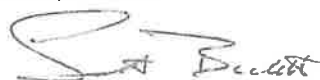
Indicate Attachment ☒ Yes ☐ No

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

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

**CONTRACTOR:** (Name and address)  
CENTURY CONSTRUCTION, INC.  
34 KENTON LANDS ROAD  
ERLANGER, KY 41018

**BY:**

 VP Finance  
(Signature of authorized representative)

Scott Bickett VP Finance  
(Printed name and title)

Subscribed and sworn to before me on this date: 23rd of June, 2021

Notary Public: Kelley Scott-Spahr

My Commission Expires: April 3, 2023

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User Notes:  
(436928874)



**KELLEE SCOTT-SPAHR**  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
April 03, 2023  
Notary ID# 620039



# Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

**PROJECT:** (Name and address)  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR:** 00200  
**CONTRACT DATED:** 4/12/2021

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

**STATE OF:** Kentucky  
**COUNTY OF:** Kenton

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)  
CENTURY CONSTRUCTION, INC.  
34 KENTON LANDS ROAD  
ERLANGER, KY 41018

**BY:**

*Scott Bickett VP Finance*

(Signature of authorized representative)

*Scott Bickett VP Finance*

(Printed name and title)



**KELLEE SCOTT-SPAHR**  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
April 03, 2023  
Notary ID# 620039

Subscribed and sworn to before me on this date: *23rd of June, 2022*

Notary Public: *Kellee Scott-Spahr*  
My Commission Expires: *April 3, 2023*

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User Notes:

(564650863)



Bond # 118026N



AIA®

# Document G707™ – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Beechwood Independent Schools Phase 6A:  
Additions & Alterations

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

Beechwood Independent Schools Board of Education  
50 Beechwood Road  
Fort Mitchell, KY 41017

CONTRACT DATED:

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 Company  
One Park Circle; P.O. Box 5001  
Westfield Center, OH 44251

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Century Construction, Inc.  
P.O. Box 18670  
Erlanger, KY 41018

, 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 Schools Board of Education  
50 Beechwood Road  
Fort Mitchell, KY 41017

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 23, 2022

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

Ohio Farmers Insurance Company

*(Surety)*

*Tiffany Gobich*  
*(Signature of authorized representative)*

Tiffany Gobich, Attorney-In-Fact

*(Printed name and title)*

Attest:  
*(Seal):*

*Stella Adams*



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/09/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3411942 04

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**MARK NELSON, RANDAL T. NOAH, STELLA ADAMS, G. DALE DERR, EVAN R. DERR, TAMMY L. MASTERSON, KATIE ROSE, JULIE SIEMER, NANCY NEMEC, LIZ OHL, TIFFANY GOBICH, JOINTLY OR SEVERALLY**

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 09th day of APRIL A.D., 2021.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 09th day of APRIL A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of June A.D., 2022.



Frank A. Carrino, Secretary

**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 **CENTURY CONSTRUCTION, INC.** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS AND RENOVATIONS**  
**Bid Package # 00200**

**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.

**CENTURY CONSTRUCTION, INC.**

Contractor

By: Scott Beckett VP Finance

SWORN TO AND SUBSCRIBED BEFORE ME, this day 23<sup>rd</sup> of June 2022.

Kellee Scott-Spahr  
Notary ID# (if applicable) 620039

Notary Public Kenton County  
Kentucky State



**KELLEE SCOTT-SPAHR**  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
April 03, 2023  
Notary ID# 620039



Century Construction, Inc.  
34 Kenton Lands Road  
Erlanger, KY 41018  
859-331-6626 F. 859-331-9416

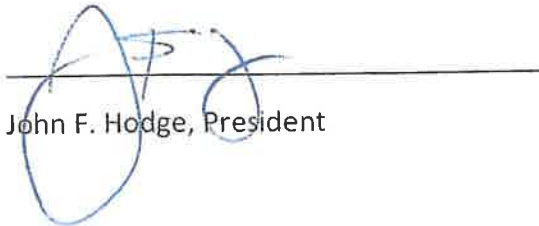
## WARRANTY

**DATE: April 20, 2022**

**PROJECT NAME: Beechwood BP#2 General Trades**

**Century Construction, Inc.** will provide a warranty for all work and materials provided on the above referenced project. This warranty commences on the date of substantial completion and is effective for one year from that date.

Signed:



John F. Hodge, President

*An equal opportunity employer*

[www.CenturyConstructionInc.com](http://www.CenturyConstructionInc.com)