

AIA Document G732™ - 2009

BP#11
OK
TL

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

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

APPLICATION: 1 2
PERIOD TO: 3/31/2022
PROJECT NO:

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

FROM CONTRACTOR:
The Atlas Companies

5101 Commerce Crossings Dr.
Louisville, KY 40229

CONTRACT FOR: BP#11 Casework

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 | \$ | 14,200.00 |
| 2 Net change by Change Orders | \$ | 0.00 |
| 3 CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 14,200.00 |
| 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 14,200.00 |
| 5 RETAINAGE: | | |
| a 0 % of Completed Work | \$ | |
| (Column D + E on G703) | | |
| b 0 % of Stored Material | \$ | |
| (Column F on G703) | | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 0.00 |
| 6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | 14,200.00 |
| 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 12,780.00 |
| 8 CURRENT PAYMENT DUE | \$ | 1,420.00 |
| 9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total approved in previous months by Owner | | |
| Total approved this month including Construction Change Directives | | |
| TOTALS | \$0.00 | \$0.00 |
| 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: Kelly Bentley Date: 3/30/2022
State of: Kentucky
County of: Jefferson
Subscribed and sworn to before
me this 30 day of March
Notary Public: [Signature]
My Commission expires: 9/4/25



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,420.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the 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

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 2

APPLICATION DATE: 3/30/2022

PERIOD TO: 3/31/2022

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 | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) 0% |
|-----------------|---|-------------------------|---|-------------|---|--|--------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| 01-01- 1000 | Installation of Laminate Cabinets, Cubbies, and Tops | \$9,436.00 | \$9,436.00 | | | \$9,436.00 | 100.00% | \$0.00 | \$0.00 |
| 01-01- 1000 | Installation of Solid Surface Sills | \$3,060.00 | \$3,060.00 | | | \$3,060.00 | 100.00% | \$0.00 | \$0.00 |
| | Punchlists | \$500.00 | \$500.00 | | | \$500.00 | 100.00% | \$0.00 | \$0.00 |
| | Closeouts | \$500.00 | \$500.00 | | | \$500.00 | 100.00% | \$0.00 | \$0.00 |
| | Submittals | \$500.00 | \$500.00 | | | \$500.00 | 100.00% | \$0.00 | \$0.00 |
| | Bonds | \$204.00 | \$204.00 | | | \$204.00 | 100.00% | \$0.00 | \$0.00 |
| | GRAND TOTALS | \$14,200.00 | \$14,200.00 | \$0.00 | \$0.00 | \$14,200.00 | | \$0.00 | \$0.00 |

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

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF KentuckyCOUNTY OF Jefferson

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Beechwood Independent Schools ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Casework and Countertops for project known as Beechwood Independent Schools PH6A ("PROJECT") of which Codell Construction Company

is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of One Thousand, Four Hundred Twenty and no/100 (\$ 1420.00) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras. * The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 3/30/2022Name of Company The Atlas CompaniesSignature: Kelly Bentley

(Undersigned)

Subscribed and sworn before me this 30 day of March, 20 22Printed Name: Kelly BentleyTitle of Person Signing: AccountantNotary Signature and Seal: Brad Hollenkamp

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

CONTRACTOR'S AFFIDAVIT

COUNTY OF Jefferson

TO WHOM IT MAY CONCERN:

THE Undersigned, being duly sworn, deposes and says that (s)he Kelly Bentley the Accountant of The Atlas Companies ("Company name and Undersigned"), who is the contractor for the Casework and Countertops work on the project ("Project") located at Beechwood Independent Schools PH6A owned by Beechwood Independent Schools ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 0.00 prior to this payment.

That all waivers and releases are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned'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 |
|--|------------------|----------------|------------------------|--------------|-------------|
| Atlas is a Stocking Distributor | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 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: 3/30/2022Name of Company The Atlas Companies

(Undersigned)

Signature: Kelly BentleyPrinted Name: Kelly BentleyTitle: AccountantSubscribed and sworn before me this 30 day of March, 20 22Notary Signature and Seal: Brad Hollenkamp



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: 01100

CONTRACT DATE: 4/12/2021

TO CONTRACTOR:

(Name and address):

THE ATLAS COMPANIES
5101 COMMERCE CROSSINGS DR.
LOUISVILLE, KY 40229

TO OWNER:

(Name and address):

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

DATE OF ISSUANCE: Thursday, April 7, 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

THE ATLAS COMPANIES

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: 01100
CONTRACT FOR: THE ATLAS COMPANIES
CONTRACT DATED: 4/12/2021

TO OWNER: (Name and address)

BEECHWOOD INDEPENDENT BOARD OF EDUCATION
54 BEECHWOOD 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: Payment due of contract balance \$14,200

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)

THE ATLAS COMPANIES
5101 COMMERCE CROSSINGS DR.
LOUISVILLE, KY 40229

BY:

(Signature of authorized representative)

Donald Brown, Dir. of Atc & Fin.

(Printed name and title)

Subscribed and sworn to before me on this date: 4/26/2022

Notary Public:

My Commission Expires: 9/14/25

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User Notes:
(436928874)



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

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

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

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01100
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: *Payment of contract balance \$14,200*
Payment of material DPO \$51,500

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)*
THE ATLAS COMPANIES
5101 COMMERCE CROSSINGS DR.
LOUISVILLE, KY 40229

BY:



(Signature of authorized representative)

Donald Brown, Dir. of Acct'g Fin.
(Printed name and title)

Subscribed and sworn to before me on this date: *4/26/2022*

Notary Public:

My Commission Expires: *9/4/25*

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User Notes:

(564650863)



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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: 01100
CONTRACT DATED: 4/12/2021

TO OWNER: *(Name and address)*
BEECHWOOD INDEPENDENT BOARD OF EDUCATION
54 B EECWOOD 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)

Western Surety Company
151 N. Franklin Street, Chicago IL 60606

, SURETY,

on bond of

(Insert name and address of Contractor)

THE ATLAS COMPANIES
5101 COMMERCE CROSSINGS DR., LOUISVILLE KY 40229

, 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 EECWOOD 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: April 18, 2022
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company

(Surety)



(Signature of authorized representative)

Brittany Evans, Attorney In Fact

(Printed name and title)

Attest:
(Seal):



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User Notes:

(2843275340)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Judy G Hertel, Camille C Smith, Jeffrey B Hollon, Tina M Terry, Brandon Shane Egan, Brittany Evans, Clinton L Glasscock, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of June, 2021.



WESTERN SURETY COMPANY

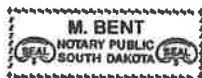
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**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 **THE ATLAS COMPANIES** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS AND RENOVATIONS**
Bid Package # 01100

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

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

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **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.

THE ATLAS COMPANIES

Contractor

By: 

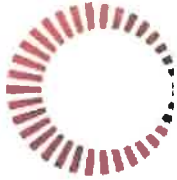
SWORN TO AND SUBSCRIBED BEFORE ME, this day 26 of April 2022.

Notary ID# (if applicable) _____

Notary Public Jefferson County
Kentucky State



Contingent upon receipt of payment for \$14,200



May 11, 2022

Codell Construction
4475 Rockwell Road
Winchester, KY 40391

RE: Beechwood Independent Elementary School PH 6A

Atlas Project Code: KY-21-030

Substantial Completion: 4/1/22

WARRANTY

We warrant our products against defects in workmanship, materials or operation. This warranty does not cover any damage relating to accident, abuse, misuse, vandalism or against defects due to failure to exercise normal maintenance. Please note that we warrant our products as listed below from one year after substantial completion date or extended time listed in the specification as shown.

64116/64117 Plastic Laminate Arch. Cabinets and Cubbies / Plastic Laminate Countertops

We agree to repair or replace components of cabinets, cubbies & countertops that fail in materials or workmanship within five years from date of substantial completion. Failures include, but are not limited to, joint failure.

(no spec) Solid Surface Sills

We agree to repair or replace components of quartz countertops that fail in materials or workmanship for one year from date of substantial completion.

All warranty request to go through Atlas and reference project KY-21-030.

Sincerely,

Mark Powell

Mark Powell
Sr. Project Manager

ksv