



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMa

## CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 2 PAGES

TO OWNER:  
Beechwood Independent Board of Education  
50 Beechwood Road  
Fort Mitchell, KY 41017  
FROM CONTRACTOR:  
Maher Electric  
PO BOX 28  
Maysville, KY 41056  
CONTRACT FOR: BP#15 Electrical ✓

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

APPLICATION: 0 9  
PERIOD TO: 4/19/2022  
PROJECT NO:

CONTRACT DATE: April 12, 2021

Distribution to:  
☐ OWNER  
☒ CONSTRUCTION  
MANAGER  
☐ ARCHITECT  
☐ 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	\$	147,461.00 ✓
2. Net change by Change Orders	\$	0.00 ✓
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	147,461.00 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	147,461.00 ✓
5. RETAINAGE:		
a. <u>10</u> % of Completed Work	\$	<u>14,746.10</u>
(Column D + E on G703)		
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>14,746.10</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>132,714.90</u> ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>132,714.90</u> ✓
8. CURRENT PAYMENT DUE	\$	<u>14,746.10</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
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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: Maher Electric  
By: Maher Electric  
State of: Ky  
County of: Mason  
Subscribed and sworn to before  
me this 19<sup>th</sup> day of April  
Notary Public: Amanda J Moran  
My Commission expires: 6/11/25

Date: 4-19-2022

AMANDA J MORAN  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
NOTARY ID# KYNP31312

MY COMMISSION EXPIRES: JUNE 11, 2025

## 0 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 \$ 14,746.10 ✓

(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: Tommy

Architect: JB

7.25.22  
8-8-22

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 4/19/2022

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

PERIOD TO: 4/19/2022

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

ARCHITECT'S PROJECT NO:

[illegible]



# 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):

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

PROJECT NUMBER: CMAKDE000744

CONTRACT FOR: 01500

CONTRACT DATE: 4/12/2021

TO CONTRACTOR:

(Name and address):

MAHER ELECTRIC  
4077 PLEASANT RIDGE ROAD  
MAYSVILLE, KY 41056

TO OWNER:

(Name and address):

BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B 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 **7-25-22**

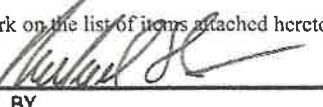
ARCHITECT  
ROBERT EHMET HAYES &  
ASSOCIATES

BY 

DATE **8-8-22**

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  
MAHER ELECTRIC

BY 

DATE **8-29-22**

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:** 01500  
**CONTRACT FOR:** MAHER ELECTRIC  
**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, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

Indicate Attachment ☒ Yes ☐ No

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

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

**CONTRACTOR:** (Name and address)  
MAHER ELECTRIC  
4077 PLEASANT RIDGE ROAD  
MAYSVILLE, KY 41056

BY:

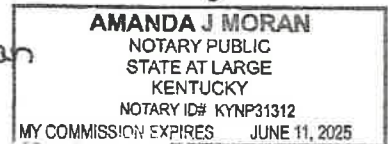
  
(Signature of authorized representative)

Michael S. Sain  
(Printed name and title)

Subscribed and sworn to before me on this date: 4-19-22

Notary Public: Amanda Moran

My Commission Expires:  
6/11/25



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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:** 01500  
**CONTRACT DATED:** 4/12/2021

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

**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)*  
MAHER ELECTRIC  
4077 PLEASANT RIDGE ROAD  
MAYSVILLE, KY 41056

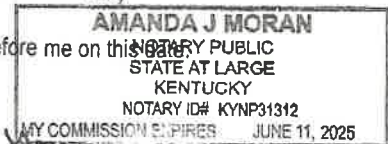
**BY:**

*(Signature of authorized representative)*

*Michael Sapp*  
*(Printed name and title)*

Subscribed and sworn to before me on this *4-19-22*

Notary Public *Amanda Moran*  
My Commission Expires *6/11/25*



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User Notes:

(564630863)



# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No. GRKY50703

PROJECT: *(Name and address)*  
Beechwood Independent Schools  
Phase 6A: Addition and  
Alterations, BP 15 Electrical

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: Construction

OWNER: ☒  
ARCHITECT: ☒  
CONTRACTOR: ☒  
SURETY: ☒  
OTHER: ☒

TO OWNER: *(Name and address)*  
Beechwood Independent Board of Education  
50 Beechwood Rd  
Fort Mitchell, KY 41057

CONTRACT DATED: 4/12/2021

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

Granite Re, Inc.  
14001 Quailbrook Dr  
Oklahoma City, OK 73134

on bond of  
*(Insert name and address of Contractor)*

Maher Electric, LLC  
4027 Pleasant Ridge Rd  
Maysville, KY 41056

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

Beechwood Independent Board of Education  
50 Beechwood Rd  
Fort Mitchell, KY 41057

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 19, 2022  
*(Insert in writing the month followed by the numeric date and year.)*

Granite Re, Inc.  
*(Surety)*

*(Signature of authorized representative)*

Melissa Propst, Attorney-in-Fact  
*(Printed name and title)*

Attest:  
(Seal):

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

STEVEN M. BAAS; BRIAN L. SEWELL; MELISSA PROPST; BENJAMIN P. DYCUS; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit.

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

STEVEN M. BAAS, BRIAN L. SEWELL; MELISSA PROPST; BENJAMIN P. DYCUS; ADAM HARRIS; KENNY ALBERT; LAKALA CARTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA     )  
                              )   SS:  
COUNTY OF OKLAHOMA )



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires.  
April 21, 2023  
Commission #: 11003620



**Notary Public**

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint Individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of April, 2022.



Kyle P. McDonald, Assistant 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 **MAHER ELECTRIC** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS AND RENOVATIONS**  
**Bid Package # 01500**

**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.

**MAHER ELECTRIC**

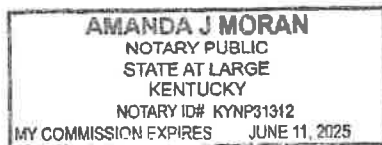
Contractor

By: 

SWORN TO AND SUBSCRIBED BEFORE ME, this day 19<sup>th</sup> of April 20 22.

Amanda Moran  
Notary ID# (if applicable) KYNP31312

Notary Public Mason County  
KY State





**Maher Electric**

PO BOX 28  
Maysville, KY 41056  
606-759-0006  
Fax: 606-759-0393  
www.mahelectric.com



**Mahelectric**

**LETTER OF WARRANTY**

Project Name: Beechwood School

Date of Warranty: 4/1/2022

Services: Electrical Contractor

We hereby confirm our warranty for work performed by Maher Electric LLC and its subcontractors, on the above referenced project. The warranty is as follows:

Mahelectric LLC, hereby warrants to the Owner that the material and workmanship on this project have been furnished and installed in accordance with plans and specifications.

For a period of one year from the Date of Warranty, as listed above, Maher Electric, LLC will remedy any defects resulting from faulty material or workmanship.

The Owner agrees to give Maher Electric, LLC prompt written notice of any defects observed within the period of the warranty and Maher Electric, LLC agrees to make any required corrections promptly and without due delay.

The warranty is void for any situation where Maher Electric, LLC determines abuse, misuse or lack of maintenance to be the cause of failure, defect or problem.

MAHER ELECTRIC, LLC

David S. Maher, President