

REVIEWED

By HPreston at 1:45 pm, Oct 06, 2022

AIA Type Document
Application and Certification for Payment

Page 1 of 9

TO (OWNER): Beachwood Independent Board of
50 Beachwood Road
Lexington, KY 41017

PROJECT: Beachwood Phase 6

APPLICATION NO: 5
PERIOD TO: 10/10/2022

DISTRIBUTION
TO:
- OWNER
- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Bpm#202 general trades

VIA CONSTRUCTION MANAGER: Codel Construction
VIA ARCHITECT:

CONTRACT DATE: 5/17/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 4,814,592.00 ✓
2. Net Change by Change Orders \$ 15,663.48 ✓
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,830,255.48 ✓
4. TOTAL COMPLETED AND STORED TO DATE \$ 1,563,447.00 ✓
5. RETAINAGE:
a. 10.00 % of Completed Work \$ 156,344.70
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 156,344.70
6. TOTAL EARNED LESS RETAINAGE \$ 1,407,102.30
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 873,279.00 ✓
8. CURRENT PAYMENT DUE \$ 533,823.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 3,423,153.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	15,663.48	0.00
Total approved this Month	0.00	0.00
TOTALS	15,663.48	0.00
NET CHANGES by Change Order	15,663.48	

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: Rising Sun Developing Company

2555 Palumbo Drive #110
Lexington, KY 40509

By:

Shane Carpenter 1 OPS Manager

Date:

10.3.22

State of: KY
County of: Fayette

Subscribed and Sworn to before me this

Notary Public: *Shane Carpenter*

My Commission Expires: 8 Apr 25

CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to 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 \$ 533,823.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:

Shane Carpenter

Date:

10-10-22

ARCHITECT:

By:

Shane Carpenter

Date:

10-10-22

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.

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DISTRIBUTION TO:

CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR

CONTRACT DATE: 5/17/2022

[illegible]

TO (OWNER): Beachwood Independent board of
50 Beachwood Road
Lexington, KY 41017

PROJECT: Beechwood Phase 6

APPLICATION NO: 5
PERIOD TO: 10/10/2022

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

APPLICATION NO: 5
PERIOD TO: 10/01/2022

DISTRIBUTION
TO:
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MANAGER
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- CONTRACTOR

ARCHITECTS
PROJECT NO:

VIA CONSTRUCTION MANAGER: Codall Construction
VIA ARCHITECT:

CONTRACT DATE: 5/17/2022

[illegible]

DISTRIBUTION TO:

**CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR**

CONTRACT DATE: 5/17/2022

[illegible]

**DISTRIBUTION
TO:
OWNER**

- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

CONTRACT DATE: 5/17/2022

[illegible]

TO (OWNER): Beachwood Independent board of
50 Beachwood Road
Lexington, KY 41017

PROJECT: Beechwood Phase 6

APPLICATION NO: 5
PERIOD TO: 10/10/2022

FROM (CONTRACTOR): Rising Sun Developing Company
2555 Palumbo Drive #110
Lexington, KY 40509

ARCHITECTS
PROJECT NO.:

DISTRIBUTION
TO:
- OWNER
- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR: Bp#202 general trades
VIA CONSTRUCTION MANAGER: Codell Construction
VIA ARCHITECT:

CONTRACT DATE: 5/17/2022

[illegible]

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TO (OWNER): Beachwood Independent board of
50 Beachwood Road
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PROJECT: Beachwood Phase 6

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FROM (CONTRACTOR): Rising Sun Developing Company
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Lexington, KY 40509

ARCHITECTS
PROJECT NO.:

TO:
- OWNER
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- ARCHITECT
- CONTRACTOR

CONTRACT FOR: Bp#202 general trades
VIA CONSTRUCTION MANAGER: Codell Construction
VIA ARCHITECT:

CONTRACT DATE: 5/17/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
150	signage mat	28,930.00	0.00	0.00	0.00	0.00	0.00	28,930.00	0.00
151	signage labor	13,204.50	0.00	0.00	0.00	0.00	0.00	13,204.50	0.00
152	fiberglass columns	7,455.00	0.00	0.00	0.00	0.00	0.00	7,455.00	0.00
153	202-1 -- Additional Tile / Asbestos	5,152.00	5,152.00	0.00	0.00	5,152.00	100.00	0.00	515.20
154	202-2 -- 60 min Rating L107	5,045.44	0.00	0.00	0.00	0.00	0.00	5,045.44	0.00
155	202-3 --60 Min Rating on PED doors	5,466.04	0.00	0.00	0.00	0.00	0.00	5,466.04	0.00
REPORT TOTALS		\$4,830,255.48	\$970,310.00	\$593,137.00	\$0.00	\$1,563,447.00	32.37	\$3,266,808.48	\$156,344.70

Project: Beechwood Independent Schools Phase 6B Additions and Renovations

Sandra Fulton

[illegible]

Bonham, TX 75418

[illegible]

(use for all tiers)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Seachwood Independent Schools Board of Education ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install 1st Package 202 General Trades for project known as Seachwood Independent Schools Phase 6B: Addition and Renovation ("PROJECT") of which Seachwood Independent Board of Education

Is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Five thousand thirty-three thousand, eight hundred twenty-three dollars and thirty cents (\$ 533,823.30) 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.

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,

TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Elaine Carpenter the Operations Manager
 of Rising Sun Development Company ("Company name and Undersigned"), who is the contractor for the
Bld Package 232 General Trades work on the project ("Project") located at 54 Beechwood Road, Ft. Mitchell, KY 41017
owned by Beechwood Independent Board of Education ("Owner") and on
 which Codell Construction Company is a ("Contractor" or "Construction Manager").

That is has received payment of \$ 873,279.66 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 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.

Notary Signature and Seal: