

9/1/2022



Mr. Kirby Smith
Superintendent
Campbellsville Independent Schools
136 South Columbia Ave
Campbellsville, KY 42718

BG # 20-262 CISD TURF TOADVINE DIRECT BLEACHER MATERIAL PAY APP 2 FINAL

Dear Mr. Smith,

Enclosed for your review and further action please find a copy of the Toadvine Enterprises' Final Application and Certificate for Payments - No. 2, AIA G706 - Contractor's Affidavit of Payment of Debts and Claims and AIA G706A Contractor's Affidavit of Release of Liens for the above referenced project. After review of the work, we recommend payment in the amount of **\$9,321.50**.

Should you have any questions or require additional information, notify this office.
Thank you for the opportunity to be of service.

Sincerely,

Matthew Brooks AIA

Enclosures: Pay App 2, AIA G706/AIA G706A

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE 1 OF 2 PAGES

CONTRACTOR: Campbellsville Ind.Schools c/o NOMI
1584 Delaware Avenue
Campbellsville, KY 40505

SUBCONTRACTOR: Toadvine Enterprises, Inc.
P.O. Box 190
Fisherville, KY 40023

CONTRACT FOR: Delivery of Bleachers

PROJECT: Campbellsville Ind. High School
Campbellsville, KY
Toadvine Job #21-070

APPLICATION NUMBER: 2 Final
PERIOD TO: 4/30/2022
PROJECT NOS.:

CONTRACT DATE: TBD

VIA ARCHITECT:

Campbellsville Ind.Schools c/o NOMI

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

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** \$93,215.00
2. **Net Change By Change Orders**..... \$0.00
3. **CONTRACT SUM TO DATE** (Line 1 +2)..... \$ 93,215.00
4. **TOTAL COMPLETED & STORED TO DATE**..... \$93,215.00
(Column G on G703)
5. **RETAINAGE:**
 - a. 10% % of Completed Work \$0.00
(Columns D & E on G703)
 - b. 0% % of Stored Material \$0.00
(Column F on G703)Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$0.00
6. **TOTAL EARNED LESS RETAINAGE**..... \$93,215.00
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$83,893.50
8. **CURRENT PAYMENT DUE** \$9,321.50
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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: Michael W. Toadvine DATE: 4/27/2022

State of: Kentucky

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

Notary Public: Brooke Weber
My Commission Expires: 11/13/2025
KYNP39862

County of: State of Large

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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..... \$ 9,321.50

(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 amount certified.)

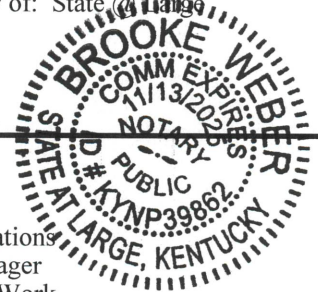
CONSTRUCTION MGR:

By: _____ Date: _____

ARCHITECT:

By: Matthew Date: 9/1/2022

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 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:

2 Final

APPLICATION DATE:

4/27/2022

PERIOD TO:

4/30/2022

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
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Engineering & Submittals	\$9,321.00	\$9,321.00	\$0.00	\$0.00	\$9,321.00	100%	\$0.00	\$932.10
2	Delivery of Bleachers	\$83,894.00	\$83,894.00	\$0.00	\$0.00	\$83,894.00	100%	\$0.00	\$8,389.40
3									
4									
5									
6									
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38									
39									
40									
TOTALS		\$93,215.00	\$93,215.00	\$0.00	\$0.00	\$93,215.00	100%	\$0.00	\$0.00



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> CIS Football-Baseball Turf & Bleachers-Base Campbellsville, KY	ARCHITECT'S PROJECT NUMBER: 2038.0	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Campbellsville Independent Schools 136 S. Columbia Ave Campbellsville, KY 42718	CONTRACT FOR: General Construction CONTRACT DATED: May 27, 2021	

STATE OF: KENTUCKY
COUNTY OF: JEFFERSON

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 for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

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)*

Toadvine Enterprises
PO Box 190
Fisherville, KY 40023

BY:

(Signature of authorized representative)

Chris Tolley, COO
(Printed name and title)

Subscribed and sworn to before me on this date: 8/30/2022

Brooke Weber

Notary Public: Brooke Weber
My Commission Expires: 11/13/2025



CONTRACTOR'S RELEASE OR WAIVER OF LIENS, CONDITIONAL UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from Campbellsville Independent Schools In the sum of

\$9,321.50 payable to Toadvine Enterprises and when the check has
(Amount of check) (Maker of Check) (Payee or Payees of check)

been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

Campbellsville Independent Schools

(Owner)

located at CIS Football-Baseball Turf & Bleachers-Base, Campbellsville, KY
(Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Campbellsville Independent Schools through 8/31/2022 only and
(Your Customer) (Date)

does not cover any retentions retained before or after the release date: extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Toadvine Enterprises

(Company name)

By: [Signature]
(Signature)

Dated: 8/31/2022

Chris Tolley, COO

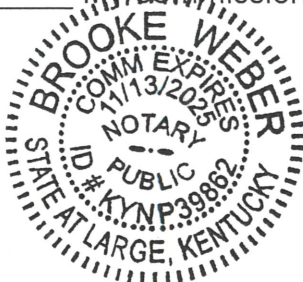
(Title)

Subscribed and sworn before me this 31st day of August, 2022.

Brooke Weber

My commission Expires: 11/13/2025

Brooke Weber, KYNP39862



**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 014248372

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

TO OWNER:

(Name and address)

Campbellsville Independent Board of Education
136 S. Columbia Avenue
Campbellsville, KY 42718

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Bleacher Materials

PROJECT:

(Name and address)

CONTRACT DATED: May 10, 2021

BG #20-262 CISD Turf Project - 230 W Main St & 315 Roberts Rd, Campbellsville KY - BLEACHER MATERIAL CONTRACT

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

TOADVINE ENTERPRISES
P.O. BOX 190
FISHERVILLE, KY 40023

, 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)

Campbellsville Independent Board of Education
136 S. Columbia Avenue
Campbellsville, KY 42718

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 29, 2022

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



Attest:

(Seal):

Kaisen A. Stow

The Ohio Casualty Insurance Company

(Surety)

By:

(Signature of authorized representative)

Deborah L. Burton

Attorney-in-Fact

(Printed name and title)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Deborah L. Burton of the city of Louisville, state of KY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: TOADVINE ENTERPRISES

Obligee Name: Campbellsville Independent Board of Education

Surety Bond Number: 014248372

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

**Material Supplier/Equipment Supplier
Certificate and Waiver of Lien – Acknowledgement of Payment**

Supplier: Dant-Clayton Corporation - P23538

Project: Campbellsville Ind. High School Grandstands BG#20-262 CISD Turf Project

Address: 230 West Main Street, Campbellsville, KY 42718

Owner: Campbellsville Independent Board of Education

Period From: 5/24/2021 to 8/30/2022

Materials, Equipment and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the period as follows:

Description:

Football Grandstands

\$ 71,737.46 Amount paid to date.

Dant-Clayton Corporation (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all rights to liens and claims against the Owner therefore.

By:

Amanda G. J.

Title:

AR Lead

Date:

8/30/22

Sworn to before me and subscribed in my presence at Louisville, KY
City State

this 30 day of August, 2022

Notary

Subcontractor:

Dant-clayton Corp.





AIA[®] Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> CIS Football-Baseball Turf & Bleachers-Base Campbellsville, KY	ARCHITECT'S PROJECT NUMBER: 2038.0	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Campbellsville Independent Schools 136 S. Columbia Ave Campbellsville, KY 42718	CONTRACT DATED: May 27, 2021	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: KENTUCKY
COUNTY OF: JEFFERSON

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)*

Toadvine Enterprises
PO Box 190
Fisherville, KY 40023

BY:

(Signature of authorized representative)

Chris Tolley, COO

(Printed name and title)

Subscribed and sworn to before me on this date: 8/30/2022

Brooke Weber
Notary Public: Brooke Weber
My Commission Expires: 11/13/2025



CONTRACTOR'S RELEASE OR WAIVER OF LIENS, CONDITIONAL UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from Campbellsville Independent Schools In the sum of

\$9,321.50 payable to Toadvine Enterprises and when the check has
(Amount of check) (Payee or Payees of check)

been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

Campbellsville Independent Schools

(Owner)

located at CIS Football-Baseball Turf & Bleachers-Base, Campbellsville, KY
(Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Campbellsville Independent Schools through 8/31/2022 only and
(Your Customer) (Date)

does not cover any retentions retained before or after the release date: extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Toadvine Enterprises

(Company name)

By: [Signature]
(Signature)

Dated: 8/31/2022

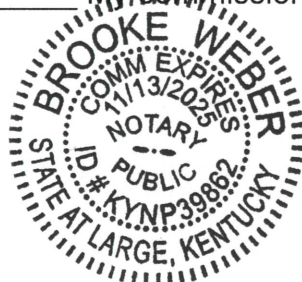
Chris Tolley, COO

(Title)

Subscribed and sworn before me this 31st day of August, 2022.

Brooke Weber
Brooke Weber, KYNP39862

My commission Expires: 11/13/2025



**Material Supplier/Equipment Supplier
Certificate and Waiver of Lien – Acknowledgement of Payment**

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Football Grandstands

\$ 71,737.46 Amount paid to date.

Dant-Clayton Corporation (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all rights to liens and claims against the Owner therefore.

By: Amanda G. J.

Title: AR Lead

Date: 8/30/22

Sworn to before me and subscribed in my presence at Louisville, KY
City State

this 30 day of August, 2022

[Signature]
Notary



Subcontractor: Dant-clayton Corp.