

4475 Rockwell Road
Winchester, KY 40391
859 744-2222 Fax: 859 744-2225
www.codellconstruction.com

February 10, 2023

Mr. Jeff Saylor
Estill County Board of Education
253 Main Street
Irvine KY 40336

RE: BG 21-055 Estill County High School Renovation Phase 7

Dear Mr. Saylor,

The invoices and requests for payment comprising Pay Estimate 17 for the Estill County High School Renovations Phase 7 project are included in this packet. The total amount requested is as follows:

Contractors/Suppliers/Codell	\$290,390.18
TOTAL:	<u>\$290,390.18</u>

If you have any questions related to the items included in this packet, please phone me at (859)744-2222 Ext 226.

Sincerely,

Teresa M. Carpenter
Project Accountant

cc: Angie Howell, Ross Tarrant Architects, file

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS

ESTIMATE NO: 0017

ESTILL COUNTY BOARD OF EDUCATION

February 10, 2023

PAYMENT REQUEST SUMMARY FOR CONTRACTORS & SUPPLIERS

OWNER				
BP #	BID DIV	CONTRACTOR	% COMP	PAYMENT DUE
001	00	STANDAFAER BUILDERS, INC.	100.00 %	\$0.00
001	01	HINKLE CONTRACTING COMPANY, LLC	100.00 %	\$0.00
003	00	CARMICLE MASONRY	100.00 %	\$0.00
003	01	LEE BUILDING PRODUCTS (RICHMOND)	100.00 %	\$0.00
005	00	KALKREUTH ROOFING & SHEET METAL	100.00 %	\$0.00
007	00	LAKE CUMBERLAND GLASS	100.00 %	\$0.00
007	01	SCHILLER HARDWARE	100.00 %	\$0.00
007	02	EFCO CORPORATION (CHICAGO)	100.00 %	\$0.00
008	00	BASTIN PAINTING, INC.	100.00 %	\$0.00
008	01	FARRELL CALHOUN PAINT	0.00 %	\$0.00
009	00	CDI FLOORING	100.00 %	\$0.00
009	01	KY FLOORING	100.00 %	\$0.00
010	00	AMERICAN TILE COMPANY, INC.	100.00 %	\$0.00
011	00	TOADVINE ENTERPRISES	100.00 %	\$0.00
011	01	NEVCO SCOREBOARD COMPANY	100.00 %	\$0.00
011	02	DANT CLAYTON CORPORATION	100.00 %	\$0.00
012	00	C&C INDUSTRIAL, LLC	100.00 %	\$145,940.82
012	01	R. L. CRAIG COMPANY, INC.	100.00 %	\$0.00
012	02	THERMAL EQUIPMENT SALES, INC.	100.00 %	\$85,000.00
012	03	AIR MECHANICAL SALES	100.00 %	\$41,450.00
012	04	PLUMBERS SUPPLY CO.	100.00 %	\$0.00
013	00	BABCON, INC.	100.00 %	\$3,247.03
013	01	REXEL ELECTRICAL SUPPLY CO.	100.00 %	\$0.00
013	02	GRAYBAR ELECTRIC COMPANY	100.00 %	\$0.00
013	03	MUSCO SPORTS LIGHTING, LLC	100.00 %	\$0.00
013	04	NEWTECH SYSTEMS, INC.	100.00 %	\$0.00
013	05	ALL-PHASE ELECTRIC SUPPLY	100.00 %	\$0.00
015	00	RISING SUN DEVELOPING, INC.	100.00 %	\$0.00
015	01	HINKLE CONTRACTING COMPANY, LLC	100.00 %	\$0.00
015	02	HINKLE CONTRACTING COMPANY, LLC	100.00 %	\$0.00
015	03	HINKLE CONTRACTING COMPANY, LLC	0.00 %	\$0.00
015	04	TRIPLE CROWN CONCRETE	100.00 %	\$3,012.00
015	05	NEAT STEEL	100.00 %	\$0.00

OWNER				
BP #	BID DIV	CONTRACTOR	% COMP	PAYMENT DUE
015	06	ATLAS ENTERPRISES	100.00 %	\$0.00
015	07	SCHILLER HARDWARE	100.00 %	\$0.00
015	08	DOUGLAS METALS, LLC	100.00 %	\$0.00
015	09	FORTERRA (IRVING)	100.00 %	\$0.00
015	10	FOSTER SUPPLY (LONDON)	100.00 %	\$7,506.62
015	11	ADP Lemco	100.00 %	\$0.00
015	12	SPORTSFIELD SPECIALTIES, INC.	100.00 %	\$0.00
015	14	STUPPY GREENHOUSE	100.00 %	\$0.00
015	15	MMI OF KENTUCKY	100.00 %	\$1,000.00
015	16	J2P LLC	100.00 %	\$0.00
015	17	J. R. HOE (LOUISVILLE)	100.00 %	\$0.00
015	18	CRM CO., LLC	100.00 %	\$0.00
015	19	TTI	100.00 %	\$0.00
015	20	ITS-SPRINTURF	100.00 %	\$0.00
015	21	MAPEI (GEORGIA)	0.00 %	\$0.00
100	00	CODELL CONSTRUCTION CO.	100.00 %	\$3,233.71
		Totals	100.00 %	\$290,390.18
TOTAL PAYMENT REQUEST				\$290,390.18

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS

ESTIMATE NO: 0017

PROJECT CUSTOMER

February 10, 2023

CONTRACT STATUS FOR MATERIAL SUPPLIERS/CONTRACTORS/CODELL

BID DIV -PO #	CONTRACTOR	CONTRACT AMOUNT	BILLED TO DATE	RETAINED TO DATE	NET TO DATE	PAID TO DATE	CONTRACT BALANCE	% COMP
001 00	STANDAFER BUILDERS, INC.	\$308,913.00	\$308,913.00	\$0.00	\$308,913.00	\$308,913.00	\$0.00	100.00 %
001 01	HINKLE CONTRACTING COMPANY, LLC	\$216,850.00	\$216,850.00	\$0.00	\$216,850.00	\$216,850.00	\$0.00	100.00 %
003 00	CARMICHALE MASONRY	\$377,184.75	\$377,184.75	\$0.00	\$377,184.75	\$377,184.75	\$0.00	100.00 %
003 01	LEE BUILDING PRODUCTS (RICHMOND)	\$65,000.00	\$65,000.00	\$0.00	\$65,000.00	\$65,000.00	\$0.00	100.00 %
005 00	KALKREUTH ROOFING & SHEET METAL	\$320,704.34	\$320,704.34	\$0.00	\$320,704.34	\$320,704.34	\$0.00	100.00 %
007 00	LAKE CUMBERLAND GLASS	\$89,093.90	\$89,093.90	\$0.00	\$89,093.90	\$89,093.90	\$0.00	100.00 %
007 01	SCHILLER HARDWARE	\$14,500.00	\$14,500.00	\$0.00	\$14,500.00	\$14,500.00	\$0.00	100.00 %
007 02	EFCO CORPORATION (CHICAGO)	\$25,041.00	\$25,041.00	\$0.00	\$25,041.00	\$25,041.00	\$0.00	100.00 %
008 00	BASTIN PAINTING, INC.	\$101,337.45	\$101,337.45	\$0.00	\$101,337.45	\$101,337.45	\$0.00	100.00 %
008 01	FARRELL CALHOUN PAINT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
009 00	CDI FLOORING	\$37,664.00	\$37,664.00	\$0.00	\$37,664.00	\$37,664.00	\$0.00	100.00 %
009 01	KY FLOORING	\$14,842.00	\$14,842.00	\$0.00	\$14,842.00	\$14,842.00	\$0.00	100.00 %
010 00	AMERICAN TILE COMPANY, INC.	\$12,940.00	\$12,940.00	\$0.00	\$12,940.00	\$12,940.00	\$0.00	100.00 %
011 00	TOADVINE ENTERPRISES	\$257,131.00	\$257,131.00	\$0.00	\$257,131.00	\$257,131.00	\$0.00	100.00 %
011 01	NEVCO SCOREBOARD COMPANY	\$53,258.00	\$53,258.00	\$0.00	\$53,258.00	\$53,258.00	\$0.00	100.00 %
011 02	DANT CLAYTON CORPORATION	\$449,296.00	\$449,296.00	\$0.00	\$449,296.00	\$449,296.00	\$0.00	100.00 %
012 00	C&C INDUSTRIAL, LLC	\$1,155,775.17	\$1,155,775.17	\$0.00	\$1,155,775.17	\$1,155,775.17	\$0.00	100.00 %
012 01	R. L. CRAIG COMPANY, INC.	\$19,546.57	\$19,546.57	\$0.00	\$19,546.57	\$19,546.57	\$0.00	100.00 %
012 02	THERMAL EQUIPMENT SALES, INC.	\$193,000.00	\$193,000.00	\$0.00	\$193,000.00	\$193,000.00	\$0.00	100.00 %
012 03	AIR MECHANICAL SALES	\$62,500.00	\$62,500.00	\$0.00	\$62,500.00	\$62,500.00	\$0.00	100.00 %
012 04	PLUMBERS SUPPLY CO.	\$70,000.00	\$70,000.00	\$0.00	\$70,000.00	\$70,000.00	\$0.00	100.00 %
013 00	BARCON, INC.	\$843,232.70	\$843,232.70	\$0.00	\$843,232.70	\$843,232.70	\$0.00	100.00 %
013 01	REXEL ELECTRICAL SUPPLY CO.	\$9,801.24	\$9,801.24	\$0.00	\$9,801.24	\$9,801.24	\$0.00	100.00 %

BID DIV -PO #	CONTRACTOR	CONTRACT AMOUNT	BILLED TO DATE	RETAINED TO DATE	NET TO DATE	PAID TO DATE	CONTRACT BALANCE	COMP %
013 02	GRAYBAR ELECTRIC COMPANY	\$173,109.36	\$173,109.36	\$0.00	\$173,109.36	\$173,109.36	\$0.00	100.00 %
013 03	MUSCO SPORTS LIGHTING, LLC	\$234,434.00	\$234,434.00	\$0.00	\$234,434.00	\$234,434.00	\$0.00	100.00 %
013 04	NEUTECH SYSTEMS, INC.	\$226,436.03	\$226,436.03	\$0.00	\$226,436.03	\$226,436.03	\$0.00	100.00 %
013 05	ALL-PHASE ELECTRIC SUPPLY	\$364,440.18	\$364,440.18	\$0.00	\$364,440.18	\$364,440.18	\$0.00	100.00 %
015 00	RIISING SUN DEVELOPING, INC.	\$4,786,955.02	\$4,786,955.02	\$0.00	\$4,786,955.02	\$4,786,955.02	\$0.00	100.00 %
015 01	HINKLE CONTRACTING COMPANY, LLC	\$35,000.00	\$35,000.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00	100.00 %
015 02	HINKLE CONTRACTING COMPANY, LLC	\$241,000.00	\$241,000.00	\$0.00	\$241,000.00	\$241,000.00	\$0.00	100.00 %
015 03	HINKLE CONTRACTING COMPANY, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
015 04	TRIPLE CROWN CONCRETE	\$260,000.00	\$260,000.00	\$0.00	\$260,000.00	\$260,000.00	\$0.00	100.00 %
015 05	NEAT STEEL	\$36,000.00	\$36,000.00	\$0.00	\$36,000.00	\$36,000.00	\$0.00	100.00 %
015 06	ATLAS ENTERPRISES	\$56,329.00	\$56,329.00	\$0.00	\$56,329.00	\$56,329.00	\$0.00	100.00 %
015 07	SCHILLER HARDWARE	\$196,545.00	\$196,545.00	\$0.00	\$196,545.00	\$196,545.00	\$0.00	100.00 %
015 08	DOUGLAS METALS, LLC	\$17,357.00	\$17,357.00	\$0.00	\$17,357.00	\$17,357.00	\$0.00	100.00 %
015 09	FORTERRA (IRVING)	\$281,103.72	\$281,103.72	\$0.00	\$281,103.72	\$281,103.72	\$0.00	100.00 %
015 10	FOSTER SUPPLY (LONDON)	\$321,155.00	\$321,155.00	\$0.00	\$321,155.00	\$321,155.00	\$0.00	100.00 %
015 11	ADP Lemco	\$11,696.00	\$11,696.00	\$0.00	\$11,696.00	\$11,696.00	\$0.00	100.00 %
015 12	SPORTSFIELD SPECIALTIES, INC.	\$115,719.60	\$115,719.60	\$0.00	\$115,719.60	\$115,719.60	\$0.00	100.00 %
015 14	STUPPY GREENHOUSE	\$99,438.00	\$99,438.00	\$0.00	\$99,438.00	\$99,438.00	\$0.00	100.00 %
015 15	MMI OF KENTUCKY	\$46,000.00	\$46,000.00	\$0.00	\$46,000.00	\$46,000.00	\$0.00	100.00 %
015 16	J2P LLC	\$225,930.00	\$225,930.00	\$0.00	\$225,930.00	\$225,930.00	\$0.00	100.00 %
015 17	J. R. HOE (LOUISVILLE)	\$31,887.00	\$31,887.00	\$0.00	\$31,887.00	\$31,887.00	\$0.00	100.00 %
015 18	CRM CO., LLC	\$37,184.50	\$37,184.50	\$0.00	\$37,184.50	\$37,184.50	\$0.00	100.00 %
015 19	TTI	\$15,840.00	\$15,840.00	\$0.00	\$15,840.00	\$15,840.00	\$0.00	100.00 %
015 20	ITS-SPRINTURF	\$159,105.80	\$159,105.80	\$0.00	\$159,105.80	\$159,105.80	\$0.00	100.00 %
015 21	MAPEI (GEORGIA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00 %
100 00	CODELL CONSTRUCTION CO.	\$402,995.48	\$402,995.48	\$0.00	\$402,995.48	\$402,995.48	\$0.00	100.00 %

TOTALS \$13,073,271.81 \$13,073,271.81 \$ 0.00 \$13,073,271.81 \$13,073,271.81 \$ 0.00

AIA Document G732™ - 2009

BP 12

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G732/CMA

PAGE ONE OF PAGES

TO OWNER: PROJECT: Estill County High School Phase 7

APPLICATION:

Distribution to: OWNER RETAINAGE

Estill County Board of Education 397 Engineer Road Irvine, KY 40336

253 Main Street Irvine, KY 40336

FROM CONTRACTOR: PERIOD TO: 10/30/22

MANAGER

C&C Industrial Inc. PROJECT NO: 742

ARCHITECT

440 Caswell Lane CONTRACTOR DATE: July 26, 2021

CONTRACTOR

M. Sterling, KY 40353

CONTRACTOR FOR: BP #12 - Mechanical/Plumbing

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.

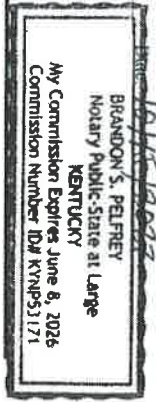
1. MODIFIED CONTRACT SUM	1,032,753.40	
2. Net change by Change Orders	129,559.61	
3. CONTRACT SUM TO DATE (Line 1 + 2)	1,162,313.01	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	1,162,313.01	
5. RETAINAGE:		
a. % of Completed Work	0.00	
(Column D + E on G703)	0.00	
b. % of Stored Material	0.00	
(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)	1,155,175.17	1,182,313.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	1,009,834.35	1,123,197.36
8. CURRENT PAYMENT DUE 1,155,175.17 1,103,350.82 145,940.82	145,940.82	59,115.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner		129,559.61	
Total approved this month including Construction Change Directives		\$0.00	
NET CHANGES by Change Order	TOTAL \$129,559.61	\$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: C&C Industrial, LLC
 By: Mary Rose
 State of: Kentucky
 County of: Montgomery
 Subscribed and sworn to before me this 15 day of July, 2022
 Notary Public: BRANDON S. PELFREY
 My Commission expires: 6-8-26



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 \$ ~~1,155,175.17~~ ~~1,103,350.82~~ 145,940.82

(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: _____ Date: _____
 ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 By: _____ Date: _____

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

APPLICATION NO: 13-118-501

Contractor's signed certification is attached.

APPLICATION DATE: 10/15/22

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

PERIOD TO: 10/30/22

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

ARCHITECTS PROJECT NO:

Handwritten signature/initials

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINERAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
	Mobilization, Permit Fees, ETC	\$25,000.00	\$25,000.00		\$0.00		\$25,000.00	100.00%	\$0.00	\$0.00
	Phase 1 UG Plumbing Labor	\$48,000.00	\$48,000.00		\$0.00		\$48,000.00	100.00%	\$0.00	\$0.00
	Phase 1 UG Plumbing Material	\$15,000.00	\$15,000.00		\$0.00		\$15,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Rough in Labor Plumbing	\$48,000.00	\$48,000.00		\$0.00		\$48,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Rough in Material Plumbing	\$72,000.00	\$72,000.00		\$0.00		\$72,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Water Main Material	\$17,000.00	\$17,000.00		\$0.00		\$17,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Water Main Labor	\$42,000.00	\$42,000.00		\$0.00		\$42,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Plumbing Fixture Material	\$43,000.00	\$43,000.00		\$0.00		\$43,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Plumbing Fixture Labor	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Sheet Metal Material	\$14,000.00	\$14,000.00		\$0.00		\$14,000.00	100.00%	\$0.00	\$0.00
	Phase 1 Sheet Metal Labor	\$28,000.00	\$28,000.00		\$0.00		\$28,000.00	100.00%	\$0.00	\$0.00
	Phase1 HVAC Equipment Labor	\$7,500.00	\$7,500.00		\$0.00		\$7,500.00	100.00%	\$0.00	\$0.00
	Phase 1 GRD's	\$14,000.00	\$14,000.00		\$0.00		\$14,000.00	100.00%	\$0.00	\$0.00
	Phase 2 Site Sanitary Labor	\$88,000.00	\$88,000.00		\$0.00		\$88,000.00	100.00%	\$0.00	\$0.00
	Phase 2 Site Sanitary Material	\$17,500.00	\$17,500.00		\$0.00		\$17,500.00	100.00%	\$0.00	\$0.00
	Phase 2 UG Plumbing Material	\$8,500.00	\$8,500.00		\$0.00		\$8,500.00	100.00%	\$0.00	\$0.00
	Phase 2 UG Plumbing Labor	\$14,000.00	\$14,000.00		\$0.00		\$14,000.00	100.00%	\$0.00	\$0.00
	Phase 2 Plumbing Rough in material	\$19,500.00	\$19,500.00		\$0.00		\$19,500.00	100.00%	\$0.00	\$0.00
	Phase 2 Plumbing Rough in Labor	\$31,500.00	\$31,500.00		\$0.00		\$31,500.00	100.00%	\$0.00	\$0.00
	Phase 2 HVAC Material	\$65,000.00	\$65,000.00		\$0.00		\$65,000.00	100.00%	\$0.00	\$0.00
	Phase 2 HVAC Labor	\$81,000.00	\$81,000.00		\$0.00		\$81,000.00	100.00%	\$0.00	\$0.00
	Phase 2 GRD's	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	100.00%	\$0.00	\$0.00
	Phase 3 MEP Demo Labor	\$14,000.00	\$14,000.00		\$0.00		\$14,000.00	100.00%	\$0.00	\$0.00
	Phase 3 UG Plumbing Material	\$4,500.00	\$4,500.00		\$0.00		\$4,500.00	100.00%	\$0.00	\$0.00
	Phase 3 UG Plumbing Labor	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00	\$0.00
	Phase 3 Plumbing Rough in Material	\$6,500.00	\$6,500.00		\$0.00		\$6,500.00	100.00%	\$0.00	\$0.00
	Phase 3 Plumbing Rough in Labor	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00	\$0.00
	Phase 3 Gas Piping Material	\$6,253.40	\$6,253.40		\$0.00		\$6,253.40	100.00%	\$0.00	\$0.00
	Phase 3 Gas Piping Labor	\$28,000.00	\$28,000.00		\$0.00		\$28,000.00	100.00%	\$0.00	\$0.00
	Phase 3 HVAC Equipment	\$95,000.00	\$95,000.00		\$0.00		\$95,000.00	100.00%	\$0.00	\$0.00
	Phase 3 HVAC Labor	\$75,000.00	\$75,000.00		\$0.00		\$75,000.00	100.00%	\$0.00	\$0.00
	Phase 3 HVAC Sheet Metal Material	\$61,000.00	\$61,000.00		\$0.00		\$61,000.00	100.00%	\$0.00	\$0.00
	Phase 3 HVAC GRD's	\$14,000.00	\$14,000.00		\$0.00		\$14,000.00	100.00%	\$0.00	\$0.00
	T&B	\$5,000.00	\$5,000.00		\$0.00		\$5,000.00	100.00%	\$0.00	\$0.00
	Closure Document, ETC	\$10,000.00	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00	\$0.00
	CO1 PR-2	\$21,620.00	\$21,620.00		\$0.00		\$21,620.00	100.00%	\$0.00	\$0.00
	CO2	\$101,739.61	\$101,739.61		\$0.00		\$101,739.61	100.00%	\$0.00	\$0.00
	CO3	\$6,200.00	\$6,200.00		\$0.00		\$6,200.00	100.00%	\$0.00	\$0.00
	GRAND TOTALS	\$1,182,313.01	\$1,182,313.01		\$0.00		\$1,182,313.01	100.00%	\$0.00	\$0.00

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

Handwritten notes:
 13-118-501
 12-4
 12-5
 618,444.347
 63,376.003
 1,155,776.77

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

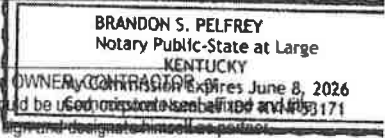
STATE OF Kentucky
 COUNTY OF Montgomery
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction Company ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Labor and Materials for project known as Estill County High School Phase 7 Renovations ("PROJECT") of which Estill Co Board of Education is the owner ("OWNER") and on which C&C Industrial, LLC is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Fifty Nine Thousand One Hundred Fifteen Dollars and Sixty-Five Cents (\$ 59,115.65) 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: 10/15/2022 Name of Company C&C Industrial, LLC
 Signature: Corey Rankin (Undersigned)
 Printed Name: Corey Rankin Subscribed and sworn before me this 15 day of October, 2022

Title of Person Signing: Owner Notary Signature and Seal: Brandon S. Pelfrey
 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/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 on state seal and affidavit 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 Montgomery
 TO WHOM IT MAY CONCERN:

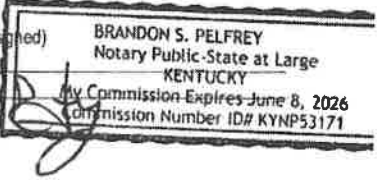
THE Undersigned, being duly sworn, deposes and says that (s)he Corey Rankin the Owner of C&C Industrial, LLC ("Company name and Undersigned"), who is the contractor for the Estill County High School Phase 7 Renovations work on the project ("Project") located at 595 Engineer Dr Irvine, KY owned by Estill Co Board of Education ("Owner") and on which C&C Industrial, LLC is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 1,009,834.35 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
VanMeter Ins Group	Bond	\$15,698.58	\$15,698.58	\$0	\$0
Koch Air	Materials	\$20,219.59	\$20,219.59	\$0	\$0
Plumbers Supply	Materials	\$122,482.46	1936,369	\$0	\$0
Diamond Elite	Subcontractor	\$58,073.06	58,073.06	\$0	\$0
Arts Rental	Rental Equipment	\$49,440.71	\$64,137.00	\$0	\$0
Marshall Mech Insulation	Insulation	\$15,750.00	\$15,750.00	\$5,290	\$0
D-Crane Rental	Crane Rental	\$14,5140.50	\$14,510.00	\$0	\$0
OldCastle	Materials	\$22,125.56	\$22,443.00	\$0	\$0
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: 10/15/2022 Name of Company C&C Industrial, LLC (Undersigned)
 Signature: Corey Rankin Printed Name: Corey Rankin Title: Owner
 Subscribed and sworn before me this 15 day of October, 2022 Notary Signature and Seal: Brandon S. Pelfrey



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):

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300

CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Gym, Gym Lobby, and Greenhouse

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 SEPTEMBER 28, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

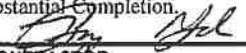
Date of Commencement

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 ROSS-TARRANT ARCHITECTS INC	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 BABCON, INC.	BY	DATE
		10-19-22

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY 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)*

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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):

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300

CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Football Complex

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 AUGUST 19, 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
ROSS-TARRANT ARCHITECTS INC

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
BABCON, 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
ESTILL COUNTY 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)*

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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):

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300

CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: High School Lower Level, 1st Administration Area and 2nd Floor Work

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 AUGUST 12, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

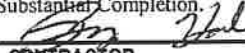
Date of Commencement

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	BY	DATE
CODELL CONSTRUCTION COMPANY		

ARCHITECT	BY	DATE
ROSS-TARRANT ARCHITECTS INC		

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.

	BY	DATE
CONTRACTOR		
BABCON, INC.		10-19-22

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER	BY	DATE
ESTILL COUNTY BOARD OF EDUCATION		

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)*

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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):

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300

CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):

ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):

BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Softball and Baseball Complex

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 MARCH 21, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

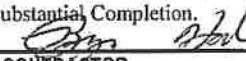
Date of Commencement

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 ROSS-TARRANT ARCHITECTS INC	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 BABCON, INC.	BY	DATE <u>10-19-22</u>
---	----	-------------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY 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)*
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01300
CONTRACT FOR: BABCON, INC.
CONTRACT DATED: 7/26/2021

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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: *NONE*

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)*
 BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND, KY 40475

BY:

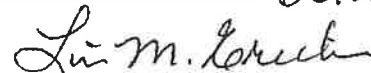


(Signature of authorized representative)

Bryan Hale, President
(Printed name and title)

Subscribed and sworn to before me on this date: *October 20, 2020*

Notary Public:



My Commission Expires:



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User Notes:
 (436928674)

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01300
CONTRACT DATED: 7/26/2021

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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: *NONE*

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)*
 BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND, KY 40475

BY:

[Handwritten Signature]

(Signature of authorized representative)

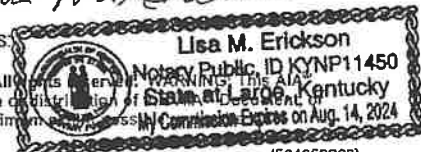
Bryan Halv

(Printed name and title)

Subscribed and sworn to before me on this date: *October 20, 2022*

Notary Public:
 My Commission Expires:

[Handwritten Signature]



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User Notes:

(564650863)



Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
 CONSTRUCTION MANAGER PROJECT CMA-KDE-
 000742
CONTRACT FOR: 01300
CONTRACT DATED: 7/26/2021

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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

United Fire & Casualty Company
 PO Box 73909
 Cedar Rapids, IA 52407-3909

, SURETY,

on bond of
(Insert name and address of Contractor)

BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND KY 40475

, 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)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET, IRVINE, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand in this date: October 17, 2022
(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company

(Surety)

(Signature of authorized representative)

James H. Martin, Attorney-In-Fact

(Printed name and title)

Attest:
 (Seal): *Kelsy Hoagland*

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User Notes:

(2843275340)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

10/17/2022 4:30:45 PM

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of February, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of February, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
 Vice President

State of Iowa, County of Linn, ss:

On 23rd day of February, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 27th day of October, 2022.



By: Mary A. Bertsch
 Assistant Secretary,
 UF&C & UF&I & FPIC

B | **BABCON INC.**

ELECTRICAL CONTRACTING
147 South Estill Ave.
Richmond, KY 40475

October 19, 2022

Subject: Warranty

RE: Estill Co. High School Phase 7 Renovation

Babcon 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.

Sincerely,



Bryan Hale

President

Invoice

Page 1



THERMAL EQUIPMENT SALES, INC.
680 BIZZELL DRIVE
LEXINGTON, KY 40510
UNITED STATES
(859)-255-9665

Invoice Date 9/13/2022
Invoice No 46227
Due Date 10/13/2022
Terms Description n/30
Customer PO 12-2

S
O
L
D
T
O
1C&C06
ESTILL CO BOE
C/O C&C INDUSTRIAL
280 MIDLAND TRAIL
MT STERLING, KY 40353

Total Due 85,000.00

Thank you for your business. If you have any questions, please call 859-255-9665 ext 2106

Type	Description	Amount	TX
Project: 16809 Phase: 47	ESTILL CO HS PH 7 RENOVATIONS		
	BALANCE OF BILLING - (1) DOAS, (2) ROOFTOP	85,000.00	2
	UNIT TAGS: RTU-2, MAU-1		
	RTU-1 PREV BILLED ON INV 45764		

Taxable	Nontaxable	Sales Tax	Total
0.00	85,000.00	0.00	85,000.00
Total Due			85,000.00

Codell Construction Report

Pay Request Log

Ref #	Type	Status	Invoice Date	Approved	Approver	Request Amount	Retention Amount	Net Pay Amount
Project : CMA-KDE-000742 - ESTILL COUNTY HIGH SCHOOL								
01203								
			<u>PURCHASE ORDER #012-03</u>			<u>AIR MECHANICAL SALES</u>		
156063	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	150.00	0.00	150.00
156316	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	845.00	0.00	845.00
156799	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	25.00	0.00	25.00
159140	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	4,325.00	0.00	4,325.00
159570	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	18,800.00	0.00	18,800.00
159577	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	1,200.00	0.00	1,200.00
159599	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	400.00	0.00	400.00
159927	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	878.00	0.00	878.00
161153	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	5,137.00	0.00	5,137.00
161157	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	990.00	0.00	990.00
161260	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	4,900.00	0.00	4,900.00
162700	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	1,470.00	0.00	1,470.00
163570	POM	Approved	2/10/2023	2/10/2023	Teresa M. Carpenter	2,330.00	0.00	2,330.00
Project Totals:						41,450.00	0.00	41,450.00
Grand Totals:						41,450.00	0.00	41,450.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
156063

Date: 12/17/2021

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175312	LXT	12-3	ECHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
2	SR	Spiral Pipe(10 Ft. Length)	8" Rd.	
4	MFH	26 Gauge Adj. Elbow (double crimped)	8" Rd.	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetowr
KY 40324

Subtotal 150.00

Total \$ 150.00



Air Mechanical Sales

1949A Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMachSales.com

Invoice
156316

Date: 12/29/2021

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
845	Ductwork	Rectangular Ductwork	1 Lot		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal	<u>845.00</u>
Total	\$ <u>845.00</u>



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
156799

Date: 01/29/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175981	LXT	12-3	ECHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
2	D115	A-Collar with Flex Bead	6" Rd.	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 25.00

Total \$ 25.00



Air Mechanical Sales

1949A Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
159140

Date: 05/13/2022

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	177875	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name		Size	Tag
5	SR	Spiral Pipe(10 Ft. Length)		18" Rd.	
1	EC	Non Gasketed Spiral End Cap		18" Rd.	
3	SR	Spiral Pipe(10 Ft. Length)		10" Rd.	
2	EL-90	Non Gasketed 90 Degree Elbow		10" Rd.	
8	SR	Spiral Pipe(10 Ft. Length)		10" Rd.	
14	SR	Spiral Pipe(10 Ft. Length)		8" Rd.	
5	SR	Spiral Pipe(10 Ft. Length)		6" Rd.	
4	MFH	26 Gauge Adj. Elbow (double crimped)		10" Rd.	
12	MFH	26 Gauge Adj. Elbow (double crimped)		8" Rd.	
5	MFH	26 Gauge Adj. Elbow (double crimped)		6" Rd.	
6	ENP	Non Gasketed Spiral Coupling		10" Rd.	
10	ENP	Non Gasketed Spiral Coupling		8" Rd.	
4	ENP	Non Gasketed Spiral Coupling		6" Rd.	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal	<u>4,325.00</u>
Total	\$ <u>4,325.00</u>



Air Mechanical Sales

1949A Lexington Road
 Georgetown, KY 40324
 Phone: (859) 254-0950
 Fax: (859) 254-1153
 Email: AP@AirMechSales.com

Invoice
159570

Date: 05/31/2022

Sold To:

Estill Co Board of Education
 c/o C&C Industrial
 280 Midland Trail
 Mt. Sterling, KY 40353
 USA

Ship To:

Estill Co Board of Education
 c/o C&C Industrial
 280 Midland Trail
 Mt. Sterling, KY 40353
 USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	177871	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
4	DW-Flanges	Double Wall Spiral Flanges	36/36		
66	DW-Flanges	Double Wall Spiral Flanges	30/32		
18	DW-Flanges	Double Wall Spiral Flanges	26/26		
3,250	Metal (Spiral)	Metal for Spiral Pipe	24 Ga PG		
2,500	Metal (Spiral)	Metal for Spiral Pipe	Liner(\$/SF)		
70	Ductwork	Double Wall Round Spiral	1 Lot		
1	SpiralSetup	Spiral Setup	1 Lot		
3,100	Metal (Spiral)	Metal for Spiral Pipe	24 Gauge		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 18,800.00

Total \$ 18,800.00



Air Mechanical Sales

1949A Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
159577

Date: 05/31/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	178241	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
8	MFH	26 Gauge Adj. Elbow (double crimped)	4" Rd.		
8	MFH	26 Gauge Adj. Elbow (double crimped)	6" Rd.		
10	MFH	26 Gauge Adj. Elbow (double crimped)	8" Rd.		
4	SR	Spiral Pipe(10 FL Length)	4" Rd.		
1	SR	Spiral Pipe(10 FL Length)	6" Rd.		
2	SR	Spiral Pipe(10 FL Length)	8" Rd.		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 1,200.00

Total \$ 1,200.00



Air Mechanical Sales

1949A Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
159599

Date: 05/31/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	178346	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
4	MFH	26 Gauge Adj. Elbow (double crimped)	10" Rd.		
1	SR	Spiral Pipe(10 Ft. Length)	8" Rd.		
1	ENP	Non Gasketed Spiral Coupling	8" Rd.		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 400.00

Total \$ 400.00



Air Mechanical Sales

1949A Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
159927

Date: 06/17/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	LXT	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
878	Ductwork	Rectangular Ductwork	1 Lot		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown
KY 40324

Subtotal 878.00

Total \$ 878.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
161153

Date: 08/11/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	JWH	12-3	ECCHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
5,137	Ductwork	Rectangular Ductwork	1 Lot	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 5,137.00

Total \$ 5,137.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
161157

Date: 08/11/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	JWH	12-3	ECHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
990	Ductwork	Rectangular Ductwork	1 Lot	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown
KY 40324

Subtotal 990.00

Total \$ 990.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
161260

Date: 08/18/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	JWH	12-3	ECHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
4,900	Ductwork	Rectangular Ductwork	1 Lot	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown
KY 40324

Subtotal 4,900.00

Total \$ 4,900.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
162700

Date: 10/17/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	JWH	12-3	ECHS Reno Phase 7 (12-3)

Quantity	Product Code	Product Name	Size	Tag
1,470	Ductwork	Rectangular Ductwork	1 Lot	

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 1,470.00

Total \$ 1,470.00



Air Mechanical Sales

1949 Lexington Road
Georgetown, KY 40324
Phone: (859) 254-0950
Fax: (859) 254-1153
Email: AP@AirMechSales.com

Invoice
163570

Date: 11/17/2022

Page 1 of 1

Sold To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Ship To:

Estill Co Board of Education
c/o C&C Industrial
280 Midland Trail
Mt. Sterling, KY 40353
USA

Attention:

Ship Phone: (859) 497-3748



Job Code	Ship Via	Sales Order	Salesperson	Purchase Order	Job Name
13343	Best Way	175186	JWH	12-3	ECHS Reno Phase 7 (12-3)
Quantity	Product Code	Product Name	Size	Tag	
1,830	Ductwork	Rectangular Ductwork	1 Lot		

NOTE OUR NEW REMIT TO ADDRESS: 1949A Lexington Road, Georgetown KY 40324

Subtotal 2,330.00

Total \$ 2,330.00

AIA Document G732™ - 2009

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G732/CMA

PAGE ONE OF 3 PAGES

TO OWNER:
 Estill County Board of Education
 253 Main street
 Irvine, KY 40336

FROM CONTRACTOR:
 Babcon Inc
 147 South Estill Avenue
 Richmond, KY 40475

PROJECT: Estill County High School Phase 7
 397 Engineer Road
 Irvine, KY 40336

APPLICATION: E Sixteen

PERIOD TO: 9/10/22

PROJECT NO: 742

CONTRACT DATE: July 26, 2021

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 767,453.00
2. Net change by Change Orders -67,388.31
3. CONTRACT SUM TO DATE (Line 1 ± 2) 699,064.69
4. TOTAL COMPLETED & STORED TO DATE 834,841.31
5. RETAINAGE: 843,232.70
 - a. 5% of Completed Work 35,161.64
 - b. 0% % of Stored Material 0.00

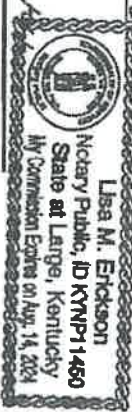
6. TOTAL EARNED LESS RETAINAGE 658,902.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 793,099.24
8. CURRENT PAYMENT DUE 324,703.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 5) 0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner		67,067.22	2815.25
Total approved this month including Construction Change Directives		\$3,136.34	
TOTALS		\$70,203.56	\$2,815.25
NET CHANGES by Change Order		\$67,388.31	

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: Babcon Inc. Date: 9-9-22

By:  Lisa M. Erickson
 State of: Kentucky
 County of: Madison
 Subscribed and sworn to before me this 9 day of September 2022
 Notary Public: Lisa M. Erickson
 My Commission expires: August 14, 2024





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 \$ 324,703.73 T. Cooper

(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:  Date: 9/15/22

By:  Date: 9/15/22

(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

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.

BP 13

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 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: Sixteen

APPLICATION DATE: 9/10/22

PERIOD TO: 9/10/22

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
0101	Baseball Softball Tennis Court	\$4,000.00	\$4,000.00				\$4,000.00	\$0.00	\$200.00
0102	Demo	\$15,900.00	\$15,900.00				\$15,900.00	\$0.00	\$795.00
0103	Raceway	\$5,800.00	\$5,800.00				\$5,800.00	\$0.00	\$290.00
0104	Wire	\$7,800.00	\$7,800.00				\$7,800.00	\$0.00	\$390.00
0105	Lighting & Controls	\$3,500.00	\$3,500.00				\$3,500.00	\$0.00	\$175.00
0106	Gear	\$2,500.00	\$2,500.00				\$2,500.00	\$0.00	\$125.00
0201	Devices	\$5,000.00	\$5,000.00				\$5,000.00	\$0.00	\$250.00
0202	Demo	\$33,000.00	\$33,000.00				\$33,000.00	\$0.00	\$1,650.00
0203	Raceway	\$12,000.00	\$12,000.00				\$12,000.00	\$0.00	\$600.00
0204	Wire	\$13,000.00	\$13,000.00				\$13,000.00	\$0.00	\$650.00
0205	Lighting & Controls	\$6,000.00	\$6,000.00				\$6,000.00	\$0.00	\$300.00
0206	Gear	\$4,000.00	\$4,000.00				\$4,000.00	\$0.00	\$200.00
0301	Devices	\$12,500.00	\$12,500.00				\$12,500.00	\$0.00	\$625.00
0302	Demo	\$45,000.00	\$45,000.00				\$45,000.00	\$0.00	\$2,250.00
0303	Raceway	\$13,500.00	\$13,500.00				\$13,500.00	\$0.00	\$675.00
0304	Wire	\$49,000.00	\$49,000.00				\$49,000.00	\$0.00	\$2,450.00
0305	Lighting & Controls	\$5,500.00	\$5,500.00				\$5,500.00	\$0.00	\$275.00
0306	Gear	\$2,500.00	\$2,500.00				\$2,500.00	\$0.00	\$125.00
0401	Devices	\$131,000.00	\$131,000.00				\$131,000.00	\$0.00	\$6,550.00
0402	Site	\$24,000.00	\$24,000.00				\$24,000.00	\$0.00	\$1,200.00
0403	Raceway	\$87,000.00	\$87,000.00				\$87,000.00	\$0.00	\$4,350.00
0404	Lighting	\$69,000.00	\$69,000.00				\$69,000.00	\$0.00	\$3,450.00
0405	Concrete & Gravel	\$49,000.00	\$49,000.00				\$49,000.00	\$0.00	\$2,450.00
0406	Excavation	\$2,853.00	\$2,853.00				\$2,853.00	\$0.00	\$142.65
0407	Gear	\$1,800.00	\$1,800.00				\$1,800.00	\$0.00	\$90.00
0501	Devices	\$7,500.00	\$7,500.00				\$7,500.00	\$0.00	\$375.00
0502	Allowances	\$45,000.00	\$45,000.00				\$45,000.00	\$0.00	\$2,250.00
	Above Ceiling								\$0.00
	Baseball Utilities								\$0.00
	AV DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1993 EDITION - AIA® - G-185Z								
	THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292								

G703-1892

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 233 OF 3 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 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: Sixteen
 APPLICATION DATE: 9/10/22
 PERIOD TO: 9/10/22

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLE ED AND STOR ED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABL RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Administrative								
0601	Foreman Planning	\$22,500.00	\$22,500.00				\$22,500.00	\$0.00	\$1,125.00
0602	Punchlist	\$3,600.00	\$3,600.00				\$3,600.00	\$0.00	\$180.00
0603	Temporary	\$6,000.00	\$6,000.00				\$6,000.00	\$0.00	\$300.00
0604	Cleanup	\$1,800.00	\$1,800.00				\$1,800.00	\$0.00	\$90.00
0605	Mobilization	\$4,500.00	\$4,500.00				\$4,500.00	\$0.00	\$225.00
0606	Inspection	\$27,000.00	\$27,000.00				\$27,000.00	\$0.00	\$1,350.00
0607	Bonding	\$38,400.00	\$38,400.00				\$38,400.00	\$0.00	\$1,920.00
	Documentation								
0701	Submittals	\$3,500.00	\$3,500.00				\$3,500.00	\$0.00	\$175.00
0702	Closeouts	\$2,500.00	\$2,500.00				\$2,500.00	\$0.00	\$125.00
CO01	Primary Elec Trench	\$35,231.14	\$35,231.14				\$35,231.14	\$0.00	\$1,761.00
CO02	Claim concrete fill split	\$5,120.00	\$5,120.00				\$5,120.00	\$0.00	\$256.00
CO03	PR#99 Gym Lobby Reno	\$21,672.08	\$21,672.08				\$21,672.08	\$0.00	\$1,083.00
CO04	Claim Relocate Ex UG @ BB SB	\$5,044.00	\$5,044.00				\$5,044.00	\$0.00	\$252.00
CO05	Claim Babcoon Share Gym Plywood	(\$2,815.25)	(\$2,815.25)				(\$2,815.25)	\$0.00	(\$140.00)
CO06	Claim 13, 15, and Asphalt CR	✓ \$3,136.34	✓ \$3,136.34				✓ \$3,136.34	\$0.00	✓ \$156.00
	GRAND TOTALS	\$834,841.31	\$834,841.31		\$0.00	\$0.00	\$834,841.31	\$0.00	\$41,742.00

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

13-7
 347.03
 843,232.70
 3247.03
 3247.03
 843,232.70

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
 COUNTY OF Madison
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Electrical Items for named known as

Estill County Area Technology Center ("PROJECT") of which Estill County Board of Education Phase 7 is the owner ("OWNER") and on which Codell Construction is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

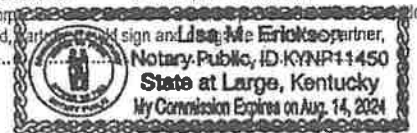
The Undersigned, for and in consideration of Forty One Thousand Seven Hundred and forty Two Dollars and 07 Cents (\$ 41,742.07) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release 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: 09/09/2022
 Signature: [Signature]
 Printed Name: Bryan Hale

Name of Company Babcon Inc. (Undersigned)
 Subscribed and sworn before me this 09 day of September, 2022

Title of Person Signing: President
 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 officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used,

Notary Signature and Seal: [Signature]



STATE OF Kentucky
 COUNTY OF Madison
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

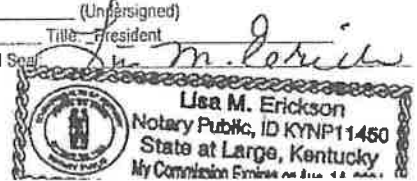
THE Undersigned, being duly sworn, deposes and says that (s)he Bryan Hale the Operations Manager of Babcon Inc. ("Company name and Undersigned"), who is the contractor for the Electrical work on the project ("Project") located at 495 Engineer Drive owned by Estill County Board of Education ("Owner") and on which Babcon Inc. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 670,433.20 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
N/A					
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: 09/09/2022 Name of Company Babcon Inc. (Undersigned)
 Signature: [Signature] Printed Name: Bryan Hale Title: President
 Subscribed and sworn before me this 9 day of September, 2022 Notary Signature and Seal



AIA[®] Document G704/CMa[™] - 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	X
CONSTRUCTION MANAGER	X
ARCHITECT	X
CONTRACTOR	
FIELD	
OTHER	

PROJECT:

(Name and address):
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY

PROJECT NUMBER: CMAKDE000742
CONTRACT FOR: 01300
CONTRACT DATE: 7/26/2021
TO CONTRACTOR:
 (Name and address):
 BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND, KY 40475

TO OWNER:

(Name and address):
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Softball and Baseball Complex

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 MARCH 21, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

CONSTRUCTION MANAGER CODELL CONSTRUCTION COMPANY	BY <i>[Signature]</i>	DATE 10/31/2022
ARCHITECT ROSS-TARRANT ARCHITECTS INC	BY <i>[Signature]</i>	DATE 10/31/2022

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 BABCON, INC.	BY <i>Bryan Hale</i>	DATE 10-19-22
-----------------------------------	-------------------------	------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER ESTILL COUNTY 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 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):
ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300
CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):
BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: High School Lower Level, 1st Administration Area and 2nd Floor Work

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 AUGUST 12, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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.

Date of Commencement

<u>CONSTRUCTION MANAGER</u> CODELL CONSTRUCTION COMPANY	BY <u>[Signature]</u>	DATE <u>10/31/22</u>
<u>ARCHITECT</u> ROSS-TARRANT ARCHITECTS INC	BY <u>[Signature]</u>	DATE <u>10/31/2022</u>

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.

<u>CONTRACTOR</u> BABCON, INC.	BY <u>Bryan Hale</u>	DATE <u>10-19-22</u>
-----------------------------------	----------------------	----------------------

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

<u>OWNER</u> ESTILL COUNTY 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 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):
ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
IRVINE, KY

PROJECT NUMBER: CMAKDE000742

CONTRACT FOR: 01300

CONTRACT DATE: 7/26/2021

TO OWNER:

(Name and address):
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

TO CONTRACTOR:

(Name and address):
BABCON, INC.
147 SOUTH ESTILL AVENUE
RICHMOND, KY 40475

DATE OF ISSUANCE: October 13, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Football Complex

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 AUGUST 19, 2022, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

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

10/31/2022

ARCHITECT
ROSS-TARRANT ARCHITECTS INC

BY

DATE

10/31/2022

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
BABCON, INC.

BY

DATE

10-19-22

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER
ESTILL COUNTY 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)

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User Notes:

(2582515603)

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)*
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01300
CONTRACT FOR: BABCON, INC.
CONTRACT DATED: 7/26/2021

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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: *NONE*

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)*
 BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND, KY 40475

BY: 

(Signature of authorized representative)

Bryan Hale, President

(Printed name and title)

Subscribed and sworn to before me on this date: *October 20, 2020*

Notary Public: *Lisa M. Erickson*

My Commission Expires: 

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User Notes:
 (436928874)

AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: (Name and address)
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01300
CONTRACT DATED: 7/26/2021

TO OWNER: (Name and address)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

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: *NONE*

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)
 BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND, KY 40475

BY:



 (Signature of authorized representative)

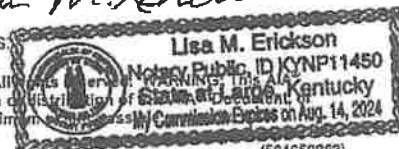
Bryan Habr

 (Printed name and title)

Subscribed and sworn to before me on this date: *October 20, 2022*

Notary Public:
 My Commission Expires:

Lisa M. Erickson



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User Notes:

Bond No. 54-230938

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER	X
ARCHITECT	X
CONTRACTOR	X
SURETY	X
OTHER	

PROJECT: *(Name and address)*
 ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
 IRVINE, KY 40336

ARCHITECT'S PROJECT NUMBER:
 CONSTRUCTION MANAGER PROJECT CMA-KDE-
 000742
CONTRACT FOR: 01300
CONTRACT DATED: 7/26/2021

TO OWNER: *(Name and address)*
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

In accordance with the provisions of the contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)
 United Fire & Casualty Company

PO Box 73809
 Cedar Rapids, IA 52407-3909

, SURETY,

on bond of

(Insert name and address of Contractor)

BABCON, INC.
 147 SOUTH ESTILL AVENUE
 RICHMOND KY 40476

, 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)
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET, IRVINE, KY 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand in this date: October 17, 2022

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

United Fire & Casualty Company

(Surety)

James H. Martin

(Signature of authorized representative)

James H. Martin, Attorney-in-Fact

(Printed name and title)

Attest:
 (Seal): *Kelsey Hoagland*

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User Notes:

(284327534D)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, MICHELE LACROSSE, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of February, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of February, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 23rd day of February, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Wassell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of October, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BP0A0045 1.22017

B

BABCON INC.

ELECTRICAL CONTRACTING
147 South Estill Ave.
Richmond, KY 40475

October 19, 2022

Subject: Warranty

RE: Estill Co. High School Phase 7 Renovation

Babcon 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.

Sincerely,



Bryan Hale

President



INVOICE

REMIT PAYMENT TO :
 Hinkle Contracting Co LLC
 Lockbox 742852
 Atlanta, GA 30374-2852
 855-625-8438
 Pay Terms Net 30 Days

Invoice #: 581157
Date: 07/6/22
Customer No: 645583
Order ID #:
PO #: 15-4
Project #: CURB/SIDEWALK

Sold To: Estill Co Board of Education
 c/o Rising Sun Developing
 2555 Palumbo DR, Suite 110
 Lexington, KY 40509

Delivered To:
 397 Engineer Dr, Irvine
 KENT US

Material	Ticket	Units	UM	Unit Price	Mat/Total	Haul/Total	TaxCd	Tax	Total
350.655670SPE: 4500 SC SPEC AE	14215535	10.50	CY	131.000 E	1,375.50	0.00	KY		
350.ESC ENVIRONMENTAL SURCHARGE	14215535	1.00	EA	6.000 E	6.00	0.00	KY		
350.FSC FUEL SURCHARGE	14215535	1.00	EA	24.750 E	24.75	0.00	KY		
350.CMIS Miscellaneous Item	14215535	9.00	PCY	7.000 E	63.00	0.00	KY		
350.C95 ICE Per Pound	14215535	400.00	LBS	0.600 E	240.00	0.00	KY		
350.CA420R 2% RETARDER 3 OZS/CWT	14215535	10.50	PCY	7.000 E	73.50	0.00	KY		
350.655670SPE: 4500 SC SPEC AE	14215551	7.00	CY	131.000 E	917.00	0.00	KY		
350.ESC ENVIRONMENTAL SURCHARGE	14215551	1.00	EA	6.000 E	6.00	0.00	KY		
350.FSC FUEL SURCHARGE	14215551	1.00	EA	24.750 E	24.75	0.00	KY		
350.CMIS Miscellaneous Item	14215551	9.00	PCY	7.000 E	63.00	0.00	KY		
350.C95 ICE Per Pound	14215551	400.00	LBS	0.600 E	240.00	0.00	KY		
350 CA420R 2% RETARDER 3 OZS/CWT	14215551	7.00	PCY	7.000 E	49.00	0.00	KY		

Total Invoice: 17.50 CY

~~3,082.50~~ 0.00

Estill Co BOE 3012.00
Balance to RSD w/tax
to pay 70.50
4.23 tax
74.73

Payment Type: On Account

Pay Terms Net 30 Days



ACCOUNT NUMBER	645583	INVOICE NUMBER	581157
CUSTOMER NAME	Rising Sun Developing Inc	INVOICE DUE DATE	08/05/22
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR REMITTANCE		INVOICE AMOUNT	3,267.46

AMOUNT PAID
 \$ 3012.00

TO ENSURE PROPER CREDIT
 TO YOUR ACCOUNT
 PLEASE SHOW AMOUNT PAID

Codell Construction Report Pay Request Log

For the period from 2/10/2023 through 2/10/2023.

Ref #	Type	Status	Invoice Date	Final / Pre	Lien Waivers	Approved	Approver	Request Amount	Retention Amount	Net Pay Amount
Project : CMA-KDE-000742 - ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS										
01510			<u>PURCHASE ORDER #015-10</u>							
IN00649035	POM	Approved	2/10/2023		1	2/10/2023	Teresa M. Carpenter	7,506.62	0.00	7,506.62
							<u>FOSTER SUPPLY (LONDON)</u>	7,506.62	0.00	7,506.62
								7,506.62	0.00	7,506.62
							Project Totals:	7,506.62	0.00	7,506.62
							Grand Totals:	7,506.62	0.00	7,506.62



INVOICE

FSI LK

Page 1

For additional products and information - fostersupply.com

Charleston, WV
(304) 984-3333

PO Box 488
9374 Teays Valley Road
Scott Depot, WV 25560
(304) 755-8241

London, KY
(606) 864-0216

Invoice Number: IN00649035

Customer ID: ECBOE-RS

Mount Clare, WV
(304) 326-0195

Harrodsburg, KY
(859) 734-9696

BILL TO:

ESTILL COUNTY BOARD OF EDUCATION C/O RISING SUN DEV
2555 PALUMBO DRIVE SUITE #110
LEXINGTON, KY 40509
US

SHIP TO:

ESTILL COUNTY BOARD OF EDUCATION C/O RISING SUN DEV
2555 PALUMBO DRIVE SUITE #110
LEXINGTON, KY 40509
US

Date		Ship Via		Ship Date		Terms	
1/12/2023				1/12/2023		Net 30 Days	
PO Number			Order Date	Salesperson	Shipment Number	Order Number	
15-10			1/12/2023	GARY	SH00649209		
Qty. Ordered	Qty. Shipped	Qty. Backord.	Item Number	Description	Price	Extended	
1	1	0	NSTK-VERTIBLOCK	RETAINING WALL BLOCK VERTIBLOCK	7,605.620000	7,605.62	

A 1% per month finance charge will be applied to all balances exceeding 30 days
Please remit payment to: Foster Supply Inc. PO Box 488 Scott Depot, WV 25560

Subtotal	7,605.62
Total sales tax	0.00
Total amount	7,605.62

ORIGINAL



APPLICATION AND CERTIFICATION FOR PAYMENT Construction Manager-Adviser Edition

TO OWNER:
 ESTILL COUNTY BOARD OF EDUCATION
 253 MAIN STREET
 IRVINE, KY 40336

PROJECT:
 ESTILL COUNTY HS PHASE 7 RENOVATIONS
 495 ENGINEER DRIVE
 IRVINE, KY 40336

FROM CONTRACTOR:
 Codell Construction Company
 4475 Rookwell Rd
 Winchester, KY 40391-7015

VIA ARCHITECT:
 ROSS-TARRANT ARCHITECTS INC
 101 OLD LAFAYETTE AVE
 LEXINGTON, KY 40502

VIA CONSTRUCTION MANAGER:

ESTIMATE NO: 17
DATE OF ESTIMATE: February 10, 2023

CONTRACT DATE:

PROJECT NO.: CODELL000742

Distribution to:

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 GENERAL CONTRACTOR
 LENDER
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		\$	402,995.48
2. NET CHANGE BY CHANGE ORDERS		\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$	402,995.48
4. TOTAL COMPLETED & STORED TO DATE		\$	402,995.48
5. RETAINAGE:			
a. _____ 0 % of Completed Work		\$	0.00
b. _____ 0 % of Stored Material		\$	0.00

TOTAL RETAINAGE		\$	0.00
6. TOTAL EARNED LESS RETAINAGE		\$	402,995.48
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$	399,761.77
8. CURRENT PAYMENT DUE (Line 6 less Line 7)		\$	3,233.71
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	0.00	0.00
In previous months by Owner		
Total approved this Month	0.00	0.00
Totals	0.00	0.00
Net Changes by Change Order		\$0.00

OWNER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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

Three Thousand Two Hundred Thirty Three Dollars and Seventy One Cents

(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 with the amount certified.)

CONSTRUCTION MANAGER: Codell Construction Company

By: *James P. Campbell* Date: 2-10-2023

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

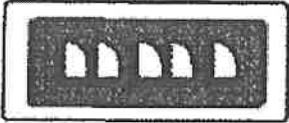
Contractor's signed certification is attached.

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

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

ESTIMATE NO: 17
 ESTIMATE DATE: 2/10/23
 PERIOD TO: 2/10/23
 PROJECT NO.: DELL000742

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NO IN D OR E)	G TOTAL COMPLETED AND STORED (D+E+H)	H BALANCE TO FINISH (C-G)	I RETAINAGE IF VARIABLE RATE	J Comment
			FROM PREVIOUS APPLICATION (U + E)	THIS PERIOD					
000100	Pre-Construction Phase Fee	\$23,499.00	23,499.00	0.00	0.00	\$23,499.00	0.00	0.00	
000200	Construction Phase Fee	\$211,496.48	208,262.77	3,233.71	0.00	\$211,496.48	0.00	0.00	
000300	Monthly On-Site Service Fee	\$168,000.00	168,000.00	0.00	0.00	\$168,000.00	0.00	0.00	
	GRAND TOTALS	\$402,995.48	\$399,761.77	\$3,233.71	\$0.00	\$402,995.48	\$0.00	\$0.00	



Invoice

Page: 1

MMI of Kentucky
2081 Mercer Road
LEXINGTON, KY 40511 USA

Phone: (859) 255-0070
Fax: (859) 231-6522

Website: www.emcmmi.com

Invoice No: 0000106343
Invoice Date: 1/12/2023
Order #: 0000108730
Customer: 6688
Job: M21-6406
Salesperson: LENNY FRANKLIN
Contact: LISA
Phone: (859) 543-0205

Sold To _____ Ship To _____

ESTILL CO BOARD OF EDUCATION
C/O RISING SUN DEVELOPING . INC.
2555 PALUMBO DRIVE
LEXINGTON, KY 40509 USA

ESTILL CO HIGH SCHOOL PH # 7
397 ENGINEER ROAD
IRVINE, KY 40336 USA

Customer P.O. Customer Job # Ship Via BOL E.O.B. Terms

15-15

CUSTOMER PICKUP

JOBSITE

NET 30

Item	Description	Ordered	Shipped	BackOrdered	UM	Price	Amount
21SHT	6X6-10/10(21#) WWF 8'X12'6" W1.4/W1.4	50.00	50.00	0.00	CSF	20.00/CSF	1,000.00

Total Weight: 1,050 Lbs

Subtotal	1,000.00
Taxable Total	
KENTUCKY EXEMPT III	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	1,000.00

Terms Discount: