

Application and Certificate for Payment

TO OWNER: ESTILL BOARD OF EDUCATION 253 MAIN STREET IRVINE, KY 40356	PROJECT: ESTILL COUNTY SOUTH IRVINE EARLY CHILDHOOD DEVELOPMENT 1000 S. IRVINE ROAD	APPLICATION NO: PERIOD TO: 3/7/2023 CONTRACT FOR: ESTILL COUNTY SOUTH IRVINE CONTRACT DATE: 5/2/2022 PROJECT NOS: / / INVOICE NO: 2838	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Jarboe Construction Inc. 1017 S. BROADWAY Lexington, KY 40504	VIA ARCHITECT:		

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. ORIGINAL CONTRACT SUM	\$ 549,062.61
2. Net change by Change Orders	\$ 30,568.28
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 579,630.89
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 579,630.89
5. RETAINAGE:	
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$ 0.00
b. <u>0</u> % of Stored Material (Column F on G703)	\$ 0.00
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)	\$ 579,630.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 521,667.77
8. CURRENT PAYMENT DUE	\$ 57,963.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 90,861.65	\$ 60,293.37
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 90,861.65	\$ 60,293.37
NET CHANGES by Change Order	\$ 30,568.28	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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: Jarboe Construction Inc.
 By: John L. Haddix Date: 03-07-23
 State: KY
 County of: FAYETTE
 Subscribed and sworn to before JOHN L. Haddix
 me this 07th day of March 2023
 Notary Public: Ann C. Blandford
 My Commission expires 8/30/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 57,963.12
 (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.)
ARCHITECT:
 By: Peter J. Fisher Date: March 7, 2023

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 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: 9
 APPLICATION DATE: 3/6/2023
 PERIOD TO: 3/7/2023
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G 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)	THIS PERIOD		% (G ÷ C)			
1	SUPERVISION	47,884.16	47,884.16	0.00	0.00	47,884.16	100	0.00	0.00
2	GENERAL LABORER	35,990.40	35,990.40	0.00	0.00	35,990.40	100	0.00	0.00
3	DUMPSTER & DISPOSAL	4,830.00	4,830.00	0.00	0.00	4,830.00	100	0.00	0.00
4	PORTO POTS RENTAL	287.50	287.50	0.00	0.00	287.50	100	0.00	0.00
5	FINAL CLEANING	1,380.00	1,380.00	0.00	0.00	1,380.00	100	0.00	0.00
6	DEMOLITION	17,250.00	17,250.00	0.00	0.00	17,250.00	100	0.00	0.00
7	MASONRY MATERIALS	10,812.30	10,812.30	0.00	0.00	10,812.30	100	0.00	0.00
8	MASONRY LABOR	4,600.00	4,600.00	0.00	0.00	4,600.00	100	0.00	0.00
9	CASEWORK MATERIALS	20,125.00	20,125.00	0.00	0.00	20,125.00	100	0.00	0.00
10	CASEWORK LABOR	22,065.63	22,065.63	0.00	0.00	22,065.63	100	0.00	0.00
11	CAULK MATERIAL	690.00	690.00	0.00	0.00	690.00	100	0.00	0.00
12	CAULK LABOR	1,035.00	1,035.00	0.00	0.00	1,035.00	100	0.00	0.00
13	DOWNSPOUT R/R	3,450.00	3,450.00	0.00	0.00	3,450.00	100	0.00	0.00
14	METAL SIDING MATERIAL	22,425.00	22,425.00	0.00	0.00	22,425.00	100	0.00	0.00
15	METAL SIDING LABOR	67,045.00	67,045.00	0.00	0.00	67,045.00	100	0.00	0.00
16	DFH MATERIALS	35,533.85	35,533.85	0.00	0.00	35,533.85	100	0.00	0.00
17	DFH LABOR	3,450.00	3,450.00	0.00	0.00	3,450.00	100	0.00	0.00
18	GLASS/ALUM MATERIAL	64,400.00	64,400.00	0.00	0.00	64,400.00	100	0.00	0.00
19	GLASS/ALUM LABOR	49,680.00	49,680.00	0.00	0.00	49,680.00	100	0.00	0.00
20	GYP/ACOUSTICAL MATERIAL	13,380.25	13,380.25	0.00	0.00	13,380.25	100	0.00	0.00
21	GYP/ACOUSTICAL LABOR	18,848.50	18,848.50	0.00	0.00	18,848.50	100	0.00	0.00
22	FLOOR & BASE MATERIAL	690.00	690.00	0.00	0.00	690.00	100	0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
23	FLOOR & BASE LABOR	2,185.00	2,185.00	0.00	0.00	2,185.00	100	0.00	0.00
24	PAINT MATERIAL	1,725.00	1,725.00	0.00	0.00	1,725.00	100	0.00	0.00
25	PAINT LABOR	22,770.00	22,770.00	0.00	0.00	22,770.00	100	0.00	0.00
26	SHADES MATERAILS	6,333.05	6,333.05	0.00	0.00	6,333.05	100	0.00	0.00
27	SHADES LABOR	755.55	755.55	0.00	0.00	755.55	100	0.00	0.00
28	INSULATION MATERIAL	27,956.50	27,956.50	0.00	0.00	27,956.50	100	0.00	0.00
29	INSULATION LABOR	9,372.50	9,372.50	0.00	0.00	9,372.50	100	0.00	0.00
30	HVAC MATERIAL	5,439.50	5,439.50	0.00	0.00	5,439.50	100	0.00	0.00
31	HVAC LABOR	3,875.50	3,875.50	0.00	0.00	3,875.50	100	0.00	0.00
32	ELECTRICAL MATERIAL	17,624.72	17,624.72	0.00	0.00	17,624.72	100	0.00	0.00
33	ELECTRICAL LABOR	25,155.28	25,155.28	0.00	0.00	25,155.28	100	0.00	0.00
34	ACCESS CONTROLS MATERIALS	9,016.00	9,016.00	0.00	0.00	9,016.00	100	0.00	0.00
35	ACCESS CONTROLS LABOR	15,137.45	15,137.45	0.00	0.00	15,137.45	100	0.00	0.00
36	PAYMENT & PERF BOND	11,863.97	11,863.97	0.00	0.00	11,863.97	100	0.00	0.00
37	CO # 1 DEDUCT	-60,293.37	-60,293.37	0.00	0.00	-60,293.37	100	0.00	0.00
38	CO # 2 REMOVE OF ABATEMENT	33,907.75	33,907.75	0.00	0.00	33,907.75	100	0.00	0.00
39	CO # 3 ADJ TO ACOUSTICAL CEILI	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
40	CO#4 ADD EXTRA SUPPORT	36,594.84	36,594.84	0.00	0.00	36,594.84	100	0.00	0.00

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			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
41	CO # 5 FIRE ALARM RELOCATE	11,711.00	11,711.00	0.00	0.00	11,711.00	100	0.00	0.00
42	CO # 6 NEW HARDWARE 2 DOORS	648.06	648.06	0.00	0.00	648.06	100	0.00	0.00
43	DEDUCT DPO DIRECT PURCHASE	-56,000.00	-56,000.00	0.00	0.00	-56,000.00	100	0.00	0.00
44	CO # 7 ADDITIONAL PAINTING	5,500.00	5,500.00	0.00	0.00	5,500.00	100	0.00	0.00
		579,630.89	579,630.89	0.00	0.00	579,630.89	100	0.00	0.00

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 **AIA**® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Estill County South Irvine Early Childhood Development 1000 South Irvine Road Irvine, Kentucky 40336	ARCHITECT'S PROJECT NUMBER: 2146	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Estill County Board of Education 253 Main Street Irvine, Kentucky 40336	CONTRACT FOR: General Construction CONTRACT DATED: 5/2/2022	

STATE OF: Kentucky
COUNTY OF: Fayette

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

Jarboe Construction, Inc.
1017 South Broadway
Lexington, Kentucky 40504

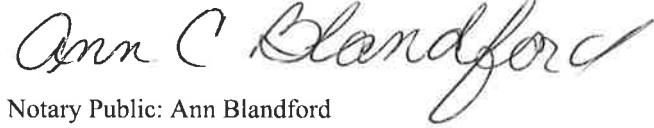
BY: 
(Signature of authorized representative)

John L Haddix, Project Manager
(Printed name and title)

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).

Subscribed and sworn to before me on this date:



Notary Public: Ann Blandford
My Commission Expires: 08302026

 **AIA** Document G707 – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Estill County South Irvine Early Childhood Development 1000 South Irvine Road Irvine, Kentucky 40336	ARCHITECT'S PROJECT NUMBER: 2146	OWNER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Estill County Board of Education 253 Main Street Irvine, Kentucky 40336	CONTRACT FOR: Renovation	ARCHITECT: <input checked="" type="checkbox"/>
	CONTRACT DATED: 5/2/2022	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input checked="" type="checkbox"/>
		OTHER: <input type="checkbox"/>
	Bond No. 800100163	

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

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

, SURETY,

on bond of
(Insert name and address of Contractor)

Jarboe Construction, Inc.
1017 South Broadway
Lexington, Kentucky 40504

, 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, Kentucky 40336

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 7, 2023
(Insert in writing the month followed by the numeric date and year.)

Atlantic Specialty Insurance Company
(Surety)


(Signature of authorized representative)

Paula J. Hardin, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal) 



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christopher Barnett, Sandy Q. Black, Paula J. Hardin, Paige N. Kean**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

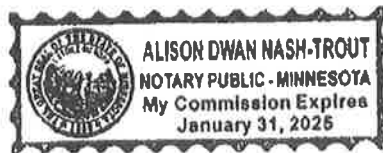
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of March, 2023.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary