

REVIEWED
By HPreston at 2:34 pm, Jul 11, 2023

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G732/C/Ma

PAGE ONE OF PAGES

<p>TO OWNER: Beechwood Independent Board of Education 50 Beechwood Road Fort Mitchell, KY 41017</p> <p>FROM CONTRACTOR: The Geier Company 6561 Glenway Avenue Cincinnati, OH 45211</p> <p>CONTRACT FOR: <u>B#214 Plumbing</u></p>	<p>PROJECT: Beechwood Independent Schools Phase 6B: Addition & Renovations 54 Beechwood Rd. Fort Mitchell, KY 41017</p>	<p>APPLICATION: 0 9</p> <p>PERIOD TO: 07/03/23</p> <p>PROJECT NO:</p> <p>CONTRACT DATE: May 17, 2022</p>	<p>Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR</p>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document (703), is attached.

1 MODIFIED CONTRACT SUM	\$	586,130.00
2 Net change by Change Orders	\$	0.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	586,130.00
4 TOTAL COMPLETED & STORED TO DATE (Column C on G703)	\$	350,413.00
5 RETAINAGE:		
a <u>10</u> % of Completed Work (Column D + E on G703)	\$	35,041.30
b <u> </u> % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	35,041.30
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	315,371.70
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line b from prior Certificate)	\$	254,593.80
8 CURRENT PAYMENT DUE	\$	60,777.90
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	270,758.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

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: David Geier Date: 7/11/23
 State of: Ohio
 County of: Hamilton
 Subscribed and sworn to before me this day of
 Notary Public: Karen L. Schiller
 My Commission expires:



KAREN L. SCHILLER
Notary Public, State of Ohio
My Commission Expires 07-25-2023

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 \$ 60,777.90
 (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: [Signature] Date: 7/26/23
 ARCHITECT: [Signature] NOTE: Multiple Prime Contractors are responsible for performing portions of the Project. Architect's Certification is not required.
 By: [Signature] Date: 7/25/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 07/01/23

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

PERIOD TO: 07/31/23

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

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		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Plumbing								
2	Submittals	1,500.00	\$1,500.00	\$0.00		\$1,500.00	100%	\$0.00	\$150.00
3	Bond	11,115.00	\$11,115.00	\$0.00		\$11,115.00	100%	\$0.00	\$1,111.50
4	Plumbing Permit	2,350.00	\$2,350.00	\$0.00		\$2,350.00	100%	\$0.00	\$235.00
5	Mobilization	5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$500.00
6	Demolition / Disconnect Utilities	5,500.00	\$5,500.00	\$0.00		\$5,500.00	100%	\$0.00	\$550.00
7	Lower Level Underground Labor	14,800.00	\$14,800.00	\$0.00		\$14,800.00	100%	\$0.00	\$1,480.00
8	Lower Level Underground Material	10,020.00	\$10,020.00	\$0.00		\$10,020.00	100%	\$0.00	\$1,002.00
9	Main Level Underground Labor	23,500.00	\$23,500.00	\$0.00		\$23,500.00	100%	\$0.00	\$2,350.00
10	Main Level Underground Material	15,380.00	\$15,380.00	\$0.00		\$15,380.00	100%	\$0.00	\$1,538.00
11	Lower Level Overhead Plumbing Labor	36,380.00	\$22,233.00	\$0.00	\$0.00	\$22,233.00	61%	\$14,147.00	\$2,223.30
12	Lower Level Overhead Plumbing Material	28,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	61%	\$11,000.00	\$1,700.00
13	Main Level Overhead Plumbing Labor	98,540.00	\$88,489.00	\$8,000.00	\$0.00	\$96,489.00	98%	\$2,051.00	\$9,648.90
14	Main Level Overhead Plumbing Material	68,990.00	\$62,495.00	\$5,400.00		\$67,895.00	98%	\$1,095.00	\$6,789.50
15	2nd Level Overhead Plumbing Labor	103,993.00		\$31,198.00		\$31,198.00	30%	\$72,795.00	\$3,119.80
16	2nd Level Overhead Plumbing Material	76,442.00		\$22,933.00		\$22,933.00	30%	\$53,509.00	\$2,293.30
17	Lower Level Fixture Labor	2,240.00				\$0.00	0%	\$2,240.00	\$0.00
18	Main Level Fixture Labor	4,300.00				\$0.00	0%	\$4,300.00	\$0.00
19	2nd Level Fixture Labor	3,820.00				\$0.00	0%	\$3,820.00	\$0.00
20	Alt-1 Locker Room Underground Labor	7,500.00				\$0.00	0%	\$7,500.00	\$0.00
21	Alt-1 Locker Room Underground Material	4,500.00				\$0.00	0%	\$4,500.00	\$0.00
22	Alt-1 Locker Room Overhead Plumbing Labor	17,820.00				\$0.00	0%	\$17,820.00	\$0.00
23	Alt-1 Locker Room Overhead Plumbing Material	1,180.00				\$0.00	0%	\$1,180.00	\$0.00
24	Alt-1 Locker Room Fixture Labor	2,300.00				\$0.00	0%	\$2,300.00	\$0.00
25	Insulation Labor	22,800.00	\$2,500.00	\$0.00		\$2,500.00	11%	\$20,300.00	\$250.00
26	Insulation Material	15,160.00	\$1,000.00	\$0.00		\$1,000.00	7%	\$14,160.00	\$100.00
27	Obtain Plumbing Final	1,000.00				\$0.00	0%	\$1,000.00	\$0.00
28	Punchlist	1,000.00				\$0.00	0%	\$1,000.00	\$0.00
29	Closeout/Demobilize	1,000.00				\$0.00	0%	\$1,000.00	\$0.00
GRAND TOTALS		\$586,130.00	\$282,882.00	\$67,531.00	\$0.00	✓ \$350,413.00	\$12.96	\$235,717.00	\$35,041.30

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PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Ohio
 COUNTY OF Hamilton
 TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Beechwood Independent Schools Board of Education ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Plumbing for project known as Beechwood School Phase 6 B Additions & Renovations ("PROJECT") of which Beechwood Independent Schools Board of Education is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Sixty Thousand Seven Hundred Seventy Seven Dollars & 90/100 (\$ 60,777.90) 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: 7/3/23 Name of Company The Geiler Company
 Signature: _____ (Undersigned)
 Printed Name: William Reid Geiler III Subscribed and sworn before me this 3 day of July, 2023

Title of Person Signing: VP Notary Signature and Seal: _____
 NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER, CONTRACTOR, or CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner,

STATE OF Ohio
 COUNTY OF Hamilton
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Wm.Reid Geiler III the VP of The Geiler Company ("Company name and Undersigned"), who is the contractor for the Plumbing work on the project ("Project") located at 54 Beechwood Rd. owned by Beechwood Independent School Board of Education ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 254,593.80 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
The Geiler Company	Plumbing	586,130.00	254,593.80	60,777.90	
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: 7/3/23 Name of Company The Geiler Company (Undersigned)
 Signature: _____ Printed Name: Wm.Reid Geiler III Title: VP
 Subscribed and sworn before me this 3 day of July, 2023 Notary Signature and Seal: _____