

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G732/CMa

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TO OWNER: Beechwood Independent Board of Education 50 Beechwood Road Fort Mitchell, KY 41017	PROJECT: Beechwood Independent Schools Phase 6B: Addition & Renovations 54 Beechwood Rd. Fort Mitchell, KY 41017	APPLICATION NO: 10	PERIOD TO: 11/1	PROJECT NO:	CONTRACT DATE: May 17, 2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Carnicle Masonry LLC 1235 Lebanon Road Danville, KY 40422	CONTRACT FOR: BP#203 Masonry ✓					

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.

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.

1 MODIFIED CONTRACT SUM	1,511,000.00	✓	1,511,000.00
2 Net change by Change Orders	-35.00	✓	0.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	1,510,965.00	✓	1,511,000.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	1,414,450.00	✓	1,414,450.00
5 RETAINAGE: 5 % of Contract		✓	75,548.25
a 5 % of Completed Work 5 % of Completed Work	\$ 70,722.50		
(Column D - E on G703)			
b 0 % of Stored Material			
(Column F on G703)			
Total Retainage (Lines 5a + 5b or Total in Column F of G703)	75,548.25		70,722.50
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	1,338,901.75		1,343,727.50
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	1,180,012.50		1,180,012.50
8 CURRENT PAYMENT DUE	158,889.25		163,715.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	172,063.25		167,272.50

CONTRACTOR:
By: *[Signature]* Date: 10/27/2023
State of Kentucky
County of Boyle
Subscribed and sworn to before me this 27 day of Oct. 2023
Notary Public John Mark Keenan
My Commission Expires 3/31/2025 KYNP20840

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 \$ 163,715.00 **\$158,889.25**

(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: 11/17/23
ARCHITECT (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required)

By: *[Signature]* Date: 11/16/23

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.

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		

CONTINUATION SHEET

AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 10

Contractor's signed certification is attached.

APPLICATION DATE: 10/1/23

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

Beechwood Phase 6B

PERIOD TO: 11/1/23

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)		
	GENERAL CONDITIONS	\$60,000.00	\$54,000.00	\$3,000.00		\$57,000.00	95%	\$3,000.00	\$5,700.00
	BONDS	\$20,000.00	\$20,000.00	\$0.00		\$20,000.00	100%	\$0.00	\$2,000.00
	SUBMITTALS	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$200.00
	MOBILIZATION	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$500.00
	CMU-LABOR	\$580,000.00	\$574,200.00	\$0.00		\$574,200.00	99%	\$5,800.00	\$57,420.00
	GROUT-MATERIAL	\$30,000.00	\$29,700.00	\$0.00		\$29,700.00	99%	\$300.00	\$2,970.00
	GROUT-LABOR	\$35,000.00	\$34,650.00	\$0.00		\$34,650.00	99%	\$350.00	\$3,465.00
	REBAR-MATERIAL	\$65,000.00	\$64,350.00	\$0.00		\$64,350.00	99%	\$650.00	\$6,435.00
	REBAR-LABOR	\$50,000.00	\$49,500.00	\$0.00		\$49,500.00	99%	\$500.00	\$4,950.00
	BRICK-LABOR	\$155,000.00	\$41,850.00	\$82,150.00		\$124,000.00	80%	\$31,000.00	\$12,400.00
	LIMESTONE-MATERIAL	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$1,500.00
	LIMESTONE-LABOR	\$10,000.00	\$1,100.00	\$5,300.00		\$6,400.00	64%	\$3,600.00	\$640.00
	MASONRY ACCES.-MATERIAL	\$30,000.00	\$25,500.00	\$1,500.00		\$27,000.00	90%	\$3,000.00	\$2,700.00
	MASONRY ACCES.-LABOR	\$29,500.00	\$25,075.00	\$1,475.00		\$26,550.00	90%	\$2,950.00	\$2,655.00
	MORTAR-MATERIAL	\$76,000.00	\$60,800.00	\$7,600.00		\$68,400.00	90%	\$7,600.00	\$6,840.00
	SAND-MATERIAL	\$23,000.00	\$18,400.00	\$2,300.00		\$20,700.00	90%	\$2,300.00	\$2,070.00
	ALTERNATE #1	\$34,000.00				\$0.00	0%	\$34,000.00	\$0.00
	ALTERNATE #2	\$290,000.00	\$290,000.00	\$0.00		\$290,000.00	100%	\$0.00	\$29,000.00
	PUNCHLIST-LABOR	\$1,000.00				\$0.00	0%	\$1,000.00	\$0.00
	PROJECT CLOSEOUT-LABOR	\$500.00				\$0.00	0%	\$500.00	\$0.00
	GRAND TOTALS	\$1,511,000.00	\$1,311,125.00	\$103,325.00	\$0.00	\$1,414,450.00	93.61%	\$96,550.00	\$141,445.00

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

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

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

WHEREAS, the undersigned ("Undersigned") has been employed to furnish and install BP # 203 Material & Labor for project known as Beechwood Independent School Phase 6B ("PROJECT") of which Beechwood Independent is the owner ("OWNER") and on which Codell Construction Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of \$163,715.00 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: 10/27/23
Signature: [Handwritten Signature]
Printed Name: Brandon Carmicle

Name of Company Carmicle Masonry LLC (Undersigned)

Subscribed and sworn before me this 27 day of Oct., 2023

Notary Signature and Seal: [Handwritten Signature] KYNA20840

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 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 Kentucky
COUNTY OF Boyle
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Brandon Carmicle the President of Carmicle Masonry LLC ("Company name and Undersigned"), who is the contractor for the BP # 203 work on the project ("Project") located at 54 Beechwood Rd. Fort Mitchell K owned by Beechwood Independent B.O.E. ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager").

That it has received payment of \$1,088,779.50 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.

Table with 6 columns: NAMES, TYPE /SCOPE WORK, CONTRACT PRICE, AMOUNT PREVIOUSLY PAID, THIS PAYMENT, BALANCE DUE. Includes a row for 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: 10/27/2023
Signature: [Handwritten Signature]
Printed Name: Brandon Carmicle
Title: President
Subscribed and sworn before me this 27 day of Oct., 2023
Notary Signature and Seal: [Handwritten Signature]