

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G732/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

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<p>TO OWNER: Beechwood Independent Board of Education 50 Beechwood Road Fort Mitchell, KY 41017</p> <p>FROM CONTRACTOR: The Geiler Company 6561 Glenway Avenue Cincinnati, OH 45211</p>	<p>PROJECT: Beechwood Independent Schools Phase 6B: Addition & Renovations 54 Beechwood Rd. Fort Mitchell, KY 41017</p>	<p>APPLICATION: 0 12</p> <p>PERIOD TO: 11/6/2023</p> <p>PROJECT NO:</p> <p>CONTRACT DATE: May 17, 2022</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER</p> <p><input type="checkbox"/> CONSTRUCTION MANAGER</p> <p><input type="checkbox"/> ARCHITECT</p> <p><input type="checkbox"/> CONTRACTOR</p>
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CONTRACT FOR: BP#215 Mechanical

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	\$	2,498,873.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,498,873.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,055,429.80
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	105,542.98
b. 0% of Stored Material	\$	
Total Retainage (Lines 5a + 5b or Total in Column F of G703)	\$	105,542.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	949,880.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	741,306.42
8. CURRENT PAYMENT DUE	\$	208,580.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 7 less Line 6)	\$	1,548,986.18

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:
By: Karen I. Schiller Date: 11/16/23
State of: Ohio
County of: Hamilton
Subscribed and sworn to before me this 6 day of November
Notary Public: Karen I. Schiller
My Commission expires: 11/05/2028



CERTIFICATE FOR PAYMENT
My Commission Expires: 11/05/2028

In accordance with the Contract Documents, based on representations of the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 208,580.80
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.

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 12

Contractor's signed certification is attached.

APPLICATION DATE: 11/06/23

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

PERIOD TO: 11/30/23

Use Column 1 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	Mobilization	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$1,500.00
2	Bond	\$36,000.00	\$36,000.00	\$0.00		\$36,000.00	100%	\$0.00	\$3,600.00
3	Submittals	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	\$650.00
4	Punchlist	\$1,000.00				\$0.00	0%	\$1,000.00	\$0.00
5	Close Out Documents	\$1,000.00				\$0.00	0%	\$1,000.00	\$0.00
6	Commissioning	\$6,200.00				\$0.00	0%	\$6,200.00	\$0.00
7	Install Mech Piping Lower Main Floor - Material	\$210,613.00	\$94,776.00	\$42,123.00		\$136,899.00	65%	\$73,714.00	\$13,689.90
8	Install Mech Piping Lower Main Floor - Labor	\$344,000.00	\$28,000.00	\$58,000.00		\$86,000.00	25%	\$258,000.00	\$8,600.00
9	Install Mechanical Piping 2nd Fl- Material	\$162,000.00	\$72,700.00	\$16,400.00		\$89,100.00	55%	\$72,900.00	\$8,910.00
10	Install Mechanical Piping 2nd Fl- Labor	\$290,000.00	\$72,500.00	\$29,000.00		\$101,500.00	35%	\$188,500.00	\$10,150.00
11	Alt #1 - Material	\$43,000.00				\$0.00	0%	\$43,000.00	\$0.00
12	Alt #2 - Labor	\$20,000.00				\$0.00	0%	\$20,000.00	\$0.00
13	Hang Equipment 2nd Fl - Material	\$10,900.00				\$0.00	0%	\$10,900.00	\$0.00
14	Hang Equipment 2nd Fl - Labor	\$14,000.00				\$0.00	0%	\$14,000.00	\$0.00
15	Fluid Cooler - Labor	\$11,800.00				\$0.00	0%	\$11,800.00	\$0.00
16	Heat Pumps - Labor	\$49,337.00				\$0.00	0%	\$49,337.00	\$0.00
17	Set RTU/EV - Labor	\$28,000.00				\$0.00	0%	\$28,000.00	\$0.00
18	Hydronic Equipment - Labor	\$12,500.00				\$0.00	0%	\$12,500.00	\$0.00
19	Boilers - Labor	\$12,000.00				\$0.00	0%	\$12,000.00	\$0.00
20	HVAC Insulation Lower/Main- Material	\$15,000.00				\$0.00	0%	\$15,000.00	\$0.00
21	HVAC Insulation Lower/Main- Labor	\$25,000.00				\$0.00	0%	\$25,000.00	\$0.00
22	HVAC Insulation 2nd Fl - Material	\$15,000.00				\$0.00	0%	\$15,000.00	\$0.00
23	HVAC Insulation 2nd Fl - Labor	\$20,000.00				\$0.00	0%	\$20,000.00	\$0.00
24	Chemical Treatment - Material	\$6,500.00				\$0.00	0%	\$6,500.00	\$0.00
25	Chemical Treatment - Labor	\$2,000.00				\$0.00	0%	\$2,000.00	\$0.00
26	Concrete Pads - Material	\$6,000.00				\$0.00	0%	\$6,000.00	\$0.00
27	Concrete Pads - Labor	\$9,000.00				\$0.00	0%	\$9,000.00	\$0.00
28	Rigging - Labor	\$15,000.00	\$7,500.00	\$0.00		\$7,500.00	50%	\$7,500.00	\$750.00
29	Temp. Heat - Labor	\$50,000.00				\$0.00	0%	\$50,000.00	\$0.00
30	Coordination Dwgs - Labor	\$15,000.00	\$3,000.00	\$0.00		\$3,000.00	20%	\$12,000.00	\$300.00
31	Sheetmetal Mobilization, General								
32	Coordination Dwgs - Labor	\$22,875.00	\$22,875.00	\$1,525.00		\$24,400.00	80%	\$6,100.00	\$2,440.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 12

Contractor's signed certification is attached.

APPLICATION DATE: 11/06/23

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

PERIOD TO: 11/30/23

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)		
32	Sheetmetal Submittals	\$10,300.00	\$10,300.00	\$0.00		\$10,300.00	100%	\$0.00	\$1,030.00
33	Drafting - Labor	\$70,000.00	\$70,000.00	\$0.00		\$70,000.00	100%	\$0.00	\$7,000.00
34	Ductwork - Labor	\$400,500.00	\$240,000.00	\$40,000.00		\$280,000.00	70%	\$120,500.00	\$28,000.00
35	Alt #1 - Ductwork Labor	\$100,000.00	\$50,250.00	\$10,050.00		\$60,300.00	60%	\$39,700.00	\$6,030.00
36	Air Devices, Louver, FD, Relief HD-Labor	\$69,500.00	\$27,800.00	\$3,475.00		\$31,275.00	45%	\$38,225.00	\$3,127.50
37	Unit Final Labor - Labor	\$22,600.00	\$0.00	\$0.00		\$0.00	0%	\$22,600.00	\$0.00
38	Hangers, Sealant, Misc. - Material	\$95,323.00	\$57,193.80	\$9,532.00		\$66,725.80	70%	\$28,597.20	\$6,672.58
39	Temp Ctrl Engineering/Mobilization	\$61,860.00	\$9,279.00	\$21,651.00		\$30,930.00	50%	\$30,930.00	\$3,093.00
40	RTU-1 - Labor	\$9,700.00				\$0.00	0%	\$9,700.00	\$0.00
41	RTU-2 - Labor	\$9,700.00				\$0.00	0%	\$9,700.00	\$0.00
42	ERV-1 - Labor	\$9,800.00				\$0.00	0%	\$9,800.00	\$0.00
43	ERV-2 - Labor	\$9,800.00				\$0.00	0%	\$9,800.00	\$0.00
44	ERV-3 - Labor	\$9,800.00				\$0.00	0%	\$9,800.00	\$0.00
45	ERV-4 - Labor	\$9,800.00				\$0.00	0%	\$9,800.00	\$0.00
46	VAV Box - Labor	\$13,600.00				\$0.00	0%	\$13,600.00	\$0.00
47	Heat Pump - Labor	\$38,000.00				\$0.00	0%	\$38,000.00	\$0.00
48	HP loop System - Labor	\$12,300.00				\$0.00	0%	\$12,300.00	\$0.00
49	Lighting Control - Labor	\$40,000.00				\$0.00	0%	\$40,000.00	\$0.00
50	Misc Controls - Labor	\$10,000.00				\$0.00	0%	\$10,000.00	\$0.00
51	Alt #1 Locker Room	\$13,440.00				\$0.00	0%	\$13,440.00	\$0.00
GRAND TOTALS		\$2,498,873.00	\$823,673.80	\$231,756.00	\$0.00	\$1,055,429.80	1125%	\$1,443,443.20	\$105,542.98

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PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

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

(use for all tiers)

WHEREAS, the undersigned ("Undersigned") has been employed by Beechwood Independent Schools Board of Education ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install HVAC 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 Two Hundred Eight Thousand, Five Hundred Eighty Dollars & 40/100 (\$ 208,580.40) 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: 11/6/23
 Signature: [Handwritten Signature]
 Printed Name: William Reid Geiler III

Name of Company The Geiler Company
 (Undersigned)
 Subscribed and sworn before me this 6 day of November 2023

Title of Person Signing: VP Notary Signature and Seal: [Handwritten Signature] **KAREN L SCHILLER**
 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 State of Ohio 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 address and address 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 **CONTRACTOR'S AFFIDAVIT**
 COUNTY OF Hamilton
 TO WHOM IT MAY CONCERN:

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 HVAC 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 \$ 741,306.42 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	HVAC	2,498,873.00	741,306.42	216,340.61	1,757,566.58
Metal Airways	Sheetmetal	798,723.00	228,886.24	58,124.07	310,022.01
ASA Controls	Controls	247,800.00	0.00	19,486.00	219,963.00
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: 11/6/23 Name of Company The Geiler Company (Undersigned)
 Signature: [Handwritten Signature] Printed Name: Wm.Reid Geiler III Title: VP
 Subscribed and sworn before me this 6 day of November



Notary Signature and Seal: [Handwritten Signature]
KAREN L SCHILLER
 Notary Public, State of Ohio
 My Commission Expires:
 JULY 25, 2028