

Apps 2 & 3 combined

REVIEWED

By HPreston at 11:18 am, May 16, 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

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: 0 3
PERIOD TO: 05/31/2024
PROJECT NO:

Distribution to:
 OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Tramontin Tile Co., Inc.
705 Allendale Dr.
Lexington, KY 40503

CONTRACT DATE: May 17, 2022

CONTRACT FOR: **BP#208 Tiling**

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	\$	122,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	122,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	76,000.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D - E on G703)	\$	7,600.00
b. 0 % of Stored Material	\$	
Under (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,600.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	68,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	28,350.00
8. CURRENT PAYMENT DUE	\$	40,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	54,100.00

CONTRACTOR:
By: Pete Johnson Date: 5-6-24
State of: Kentucky
County of: State at Large
Subscribed and sworn to before me this 6th day of May, 2024
Notary Public: Stephene Keenan
My Commission expires 04/17/2027

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 \$ 40,050.00 62,550.00

(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: 5/20/24
ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
By: [Signature] Date: 5/20/24

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		

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

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

WHEREAS, the undersigned ("Undersigned") has been employed by Beechwood Independant Schools ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Ceramic Tile for project known as Beechwood Independant Schools phase 6b ("PROJECT") of which Beechwood Independant Schools is the owner ("OWNER") and on which Tramontin Tile Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of (\$40,050.00) 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: 05/06/2024
 Signature: Pete Johns
 Printed Name: Pete Johns
 Title of Person Signing: President

Name of Company Tramontin Tile Co.
 (Undersigned)
 Subscribed and sworn before me this 6th day of May, 2024

Notary Signature and Seal: [Signature]
 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 wavier 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 Fayette
 TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Pete Johns the President of Tramontin Tile Co. ("Company name and Undersigned"), who is the contractor for the Ceramic Tile work on the project ("Project") located at Beechwood Schools 6b owned by Beechwood Independant Schools ("Owner") and on which Tramontin Tile Co. is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 28,350.00 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
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: 05/06/2024 Name of Company Tramontin Tile Co. (Undersigned)
 Signature: Pete Johns Printed Name: Pete Johns Title: President
 Subscribed and sworn before me this 6th day of May, 2024 Notary Signature and Seal: [Signature]

REVIEWED

By HPreston at 10:47 am, May 16, 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

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TO OWNER:
Beechwood Independent Board of Education
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Fort Mitchell, KY 41017

PROJECT: Beechwood Independent Schools
Phase 6B: Addition & Renovations
54 Beechwood Rd.
Fort Mitchell, KY 41017

APPLICATION: 0 2
PERIOD TO: 04/31/2024
PROJECT NO:

Distribution to:
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 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Tramonth Tile Co., Inc.
705 Allendale Dr.
Lexington, KY 40503

CONTRACT DATE: May 17, 2022

CONTRACT FOR: **BP#208 Tiling** ✓

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	\$	122,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	122,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	31,500.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	3,150.00
b. 0 % of Stored Material	\$	
mider (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	3,150.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	28,350.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	5,850.00
8. CURRENT PAYMENT DUE	\$	22,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	94,150.00

CONTRACTOR: Pete Johns Date: 4-20-24
 By: _____
 State of: Kentucky
 County of: State at Large
 Subscribed and sworn to before me this 20th day of April, 2024
 Notary Public: Angela Pearson
 My Commission expires: 04/17/2028

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 \$ 22,500.00

(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: JHCOSW Date: 5/20/24
 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.

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		

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

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

WHEREAS, the undersigned ("Undersigned") has been employed by Reechwood Independant Schools ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Ceramic Tile for project known as Beechwood Independant Schools phase 6b ("PROJECT") of which Beechwood Independant Schools is the owner ("OWNER") and on which Tramontin Tile Company is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of (\$22,500.00) 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: 04/20/2024
Signature: [Handwritten Signature]
Printed Name: Pete Johns
Title of Person Signing: President

Name of Company: Tramontin Tile Co.
(Undersigned)
Subscribed and sworn before me this 20th day of April, 2024

Notary Signature and Seal: [Handwritten Signature]

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 wavier 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 Fayette
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Pete Johns the President of Tramontin Tile Co. ("Company name and Undersigned"), who is the contractor for the Ceramic Tile work on the project ("Project") located at Beechwood Schools, owned by Beechwood Independant Schools ("Owner") and on which Tramontin Tile Co. is a ("Contractor" or "Construction Manager").

That it has received payment of \$5,850.00 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: 04/20/2024
Signature: [Handwritten Signature]
Printed Name: Pete Johns
Subscribed and sworn before me this 20th day of April, 2024
Name of Company: Tramontin Tile Co.
(Undersigned)
Title: President
Notary Signature and Seal: [Handwritten Signature]