



ROBERT EHMET HAYES & ASSOCIATES, PLLC
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017
859-331-3121

September 22, 2025

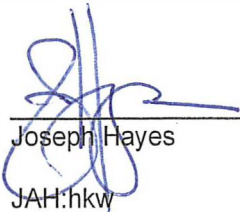
VIA EMAIL

To: Ms. Misty Middleton, Superintendent
Bellevue Independent Board of Education
219 Center Street
Bellevue, Kentucky 41073

Re: Ben Flora Gymnasium – Bleacher Replacement
BG #25-234 / REH #372-1224

- Enclosures:
1. Application and Certificate for Payment No. 2 submitted by Vine & Branch, LLC for referenced Project, which reflects final payment for this job.
 2. Contractor's Affidavit Payment of Debts and Claims (G706).
 3. Contractor's Affidavit of Release of Liens (G706A).
 4. Consent of Surety to Final Payment (G707).

- Action
Required:
1. Review application
 2. Obtain Board approval
 3. Issue payment to Contractor.



Joseph Hayes
JAH:hkw

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE 1 OF 2 PAGES

CONTRACTOR: Robert Ehmet Hayes & Associates, PLLC
465 Centre View Blvd.
Crestview Hills, KY 41017

SUBCONTRACTOR: Vine & Branch, LLC
P.O. Box 188
Fisherville, KY 40023
CONTRACT FOR: Deliver & Install Bleachers

PROJECT: Bellevue High School
1 Tiger Lane
Bellevue, KY 41073
Toadvine Job # 24233

APPLICATION NUMBER: 2
PERIOD TO: 7/31/2025
PROJECT NOS.: REH #372-1224
BG #25-234
CONTRACT DATE: 1/18/2025

VIA CONSTRUCTION MANAGER: Robert Ehmet Hayes & Associates, PLLC
VIA ARCHITECT: Robert Ehmet Hayes & Associates, PLLC

Distribution to:
☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** \$55,855.00
2. **Net Change By Change Orders** \$0.00
3. **CONTRACT SUM TO DATE** (Line 1 +2) \$ 55,855.00
4. **TOTAL COMPLETED & STORED TO DATE** \$55,855.00
(Column G on G703)
5. **RETAINAGE:**
 - a. 0% % of Completed Work \$0.00
(Columns D & E on G703)
 - b. 0% % of Stored Material \$0.00
(Column F on G703)
Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$0.00
6. **TOTAL EARNED LESS RETAINAGE** \$55,855.00
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$50,269.50
8. **CURRENT PAYMENT DUE** \$5,585.50
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ -

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total Approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | | \$0.00 |

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:

Michael W. Jordan

DATE: 7/7/2025

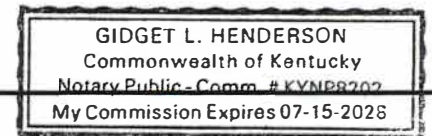
State of: Kentucky

Subscribed and sworn before me this 7th day of July, 2025

Notary Public:

Gidget L. Henderson
My Commission Expires: 7/15/2028
KYNP8202

County of: State @ Large



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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 \$ 5,585.50

(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 amount certified.)

CONSTRUCTION MGR:

By: N/A

Date:

ARCHITECT: Robert Ehmet Hayes & Associates, PLLCBy: *Joseph Hayes* Date: 9/22/25

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 G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/7/2025
PERIOD TO: 7/31/2025

| 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) | % (G/C) | H BALANCE TO FINISH (C-G) | I RETAINAGE |
|------------------|---------------------------|-------------------------|---------------------------------------|-------------|---|---|------------|------------------------------------|----------------|
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | | | |
| 1 | Engineering & Submittals | \$5,586.00 | \$5,586.00 | \$0.00 | \$0.00 | \$5,586.00 | 100% | \$0.00 | \$558.60 |
| 2 | Installation of Bleachers | \$50,269.00 | \$50,269.00 | \$0.00 | \$0.00 | \$50,269.00 | 100% | \$0.00 | \$5,026.90 |
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| 40 | | | | | | | | | |
| TOTALS | | \$55,855.00 | \$55,855.00 | \$0.00 | \$0.00 | \$55,855.00 | 100% | \$0.00 | \$5,585.50 |



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Bellevue HS - Ben Flora Gym
1 Tiger Lane
Bellevue, KY 41073

ARCHITECT'S PROJECT NUMBER: REH #372-1224 / BG #25-234

OWNER ☐

CONTRACT FOR: bleacher replacement

ARCHITECT ☐

CONTRACTOR ☒

TO OWNER: (Name and address)
Bellevue Independent Board of Education
219 Center Street
Bellevue, KY 41073

CONTRACT DATED: 01/18/25

SURETY ☐

OTHER ☐

STATE OF: KENTUCKY

COUNTY OF: JEFFERSON

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: N/A

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 to Final Payment, may be used for this purpose.

Indicate attachment: ☒ Yes ☐ No

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™)

CONTRACTOR: (Name and address)

Toadvine Enterprises
PO Box 190
Fisherville, KY 40023

BY:

(Signature of authorized representative)

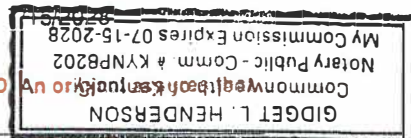
Danny Kastelic, COO

(Printed name and title)

Subscribed and sworn to before me on this date: 07/10/25

Notary Public: KYNP8202

My Commission Expires:



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original copy of this document should be retained by the Contractor. Changes will not be obscured.



AIA®

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Bellevue HS - Ben Flora Gym

1 Tiger Lane

Bellevue, KY 41073

ARCHITECT'S PROJECT NUMBER: REH #372-1224 / BG #25-234

OWNER ☐

CONTRACT FOR: bleacher replacement

ARCHITECT ☐

CONTRACTOR ☒

TO OWNER: (Name and address)

Bellevue Independent Board of Education

219 Center Street

Bellevue, KY 41073

CONTRACT DATED: 01/18/25

SURETY ☐

OTHER ☐

STATE OF: KENTUCKY

COUNTY OF: JEFFERSON

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

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.

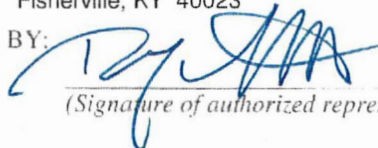
CONTRACTOR: (Name and address)

Toadvine Enterprises

PO Box 190

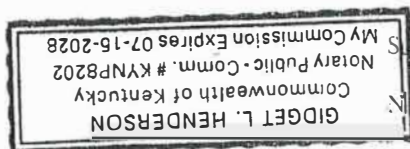
Fisherville, KY 40023

BY:


(Signature of authorized representative)

Danny Kastelic, COO

(Printed name and title)



Subscribed and sworn to before me on this date: 07/10/25

Notary Public:



KYNP8202

My Commission Expires: 7/15/2028

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.

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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

| | |
|------------|--------------------------|
| OWNER | <input type="checkbox"/> |
| ARCHITECT | <input type="checkbox"/> |
| CONTRACTOR | <input type="checkbox"/> |
| SURETY | <input type="checkbox"/> |
| OTHER | <input type="checkbox"/> |

Bond No. 82C238469

TO OWNER:

(Name and address)

Bellevue Independent Schools
201 Center Street
Bellevue, KY 41073

PROJECT:

(Name and address)

Bellevue High School

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: January 8, 2025

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

Vine & Branch, LLC
P.O. Box 190
Fisherville, KY 40023

, 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)

Bellevue Independent Schools
201 Center Street
Bellevue, KY 41073

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 14, 2025

(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): Thomas Bracke

The Ohio Casualty Insurance Company

(Surety)

By: Erica Thomas

(Signature of authorized representative)

Erica Thomas Attorney-in-Fact

(Printed name and title)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Erica Thomas all of the city of Oak Brook, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Vine & Branch, LLC

Obligee Name: Bellevue Independent Schools

Surety Bond Number: 82C238469

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2025



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 14th day of July, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.