

ROBERT EHMET HAYES & ASSOCIATES, PLLC

2512 DIXIE HIGHWAY, COVINGTON (Ft. Mitchell), KENTUCKY 41017-3094

ARCHITECTS

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ROBERT EHMET HAYES (1981-2009)

MICHAEL BRENT BISHOP

R. EHMET HAYES

JOSEPH AHRENS HAYES

RYAN THOMAS FICKE

April 17, 2017

VIA EMAIL AND USPS

To: Mr. Ron Kinmon, Director of Student Services
Dayton Independent Schools


RE: Dayton High School - Renovations and Additions
REH #168-815 / BG #16-114

Enclosures:

1. Application and Certificate for Payment No. 5 on referenced Project, submitted by Leo J. Brielmaier Co., which reflects a reduction in retainer.
2. Consent of Surety (G-707A).

Action
Required:

1. Review application.
2. Obtain Board approval.
3. Issue payment to Contractor


Robert Emet Hayes

EH: bam

C Jeff Brielmaier

TO OWNER: Dayton Independent Board of Educa
200 Clay Street
Dayton Kentucky 41074

Project: Dayton High School
Renvations and Additions
200 Greendevil Lane
Dayton, Ky 41074

APPLICATION NO: 5

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:
Leo J. Brielmaier Co.
P.O. Box 32250
Cincinnati, Oh 45232

VIA ARCHITECT: Robert Ehmet Hayes &
Associates, PLLC Architects
2512 Dixie Highway
Fort Mitchell, Ky 41017

PERIOD TO: 3/31/2017

PROJECT NOS: REH#168-815

CONTRACT FOR:

CONTRACT DATE: 42661

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. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)

5. RETAINAGE:
a. 10 % of Completed Work
(Column D + E on G703)
b. 10 % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

1,352,700.00

\$ 0.00

\$ 1,352,700.00

\$ 772,496.00

\$ 67,635

\$ 0

\$ 67,635.00

\$ 704,861.00

\$ 547,789.00

\$ 157,072.00

\$ 647,839.00

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	\$0.00

The undersigned Contractor certifies that to the best of his or her knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all accounts have been paid,
the Contractor for Work for which previous Certificates of Payment were issued, and
payments received from the Owner, and that current payment is due hereon in full.

CONTRACTOR:

By: Justin Andrew Brielmaier Date: 4-4-17
State of: OHIO County of: Hamilton
Subscribed and sworn to before me this 4 day of April 2017
Notary Public: Justin Brielmaier
My Commission expires: 06/09/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's 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 \$ 157,072.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Robert Ehmet Hayes Date: 4/17/17

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

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 04/01/17

Dayton High School Renovations and Additions

PERIOD TO: 31-Mar-17

ARCHITECT'S PROJECT NO: REH168-815

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
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Bond & Insurance	45,000.00	45,000.00			45,000.00	100%		2,250.00
2	Mobilization	10,000.00	10,000.00			10,000.00	100%		500.00
3	Selective Demolition	65,852.00	63,876.40	1,975.60		65,852.00	100%		6,387.24
4	Cast In Place Concrete	45,000.00		33,750.00		33,750.00	75%	11,250.00	3,375.00
5	Masonry	81,000.00	76,950.00	3,240.00		80,190.00	99%	810.00	8,019.00
6	Structural Steel	86,135.00	19,227.00			19,227.00	22%	66,908.00	1,922.70
7	Rough Carpentry	65,360.00	32,680.00	19,608.00		52,288.00	80%	13,072.00	3,663.78
8	Thermal Insulation	7,800.00						7,800.00	
9	Formed Wall Panels	19,000.00						19,000.00	
10	Roofing	42,076.00	8,415.20			8,415.20	20%	33,660.80	841.52
11	Joint Sealant	6,000.00	600.00			600.00	10%	5,400.00	60.00
12	Hollow Metal Doors & Hardwar	54,605.00	20,921.00	25,493.25		46,414.25	85%	8,190.75	2,320.71
13	Aluminum Doors and Windows	101,190.00	10,119.00			10,119.00		91,071.00	1,011.90
14	Drywall	65,433.00	32,716.50	22,901.55		55,618.05	10%	9,814.95	2,780.90
15	Tiling	10,000.00	1,000.00			1,000.00	10%	9,000.00	100.00
16	Acoustical Ceilings	10,900.00	1,090.00			1,090.00	10%	9,810.00	109.00
17	Resilient Tile	25,000.00	2,500.00			2,500.00	10%	22,500.00	250.00
18	Carpet	28,000.00	2,800.00			2,800.00	10%	25,200.00	280.00
19	Painting	15,950.00	1,595.00	2,392.50		3,987.50	25%	11,962.50	398.75
20	Visual Display Boards	2,749.00	274.90			274.90	10%	2,474.10	27.49
21	Display Cases	8,000.00	800.00			800.00	10%	7,200.00	80.00
22	Plaques	1,500.00		150.00		150.00	10%	1,350.00	15.00
23	Dimensional Letters	10,000.00	1,000.00			1,000.00	10%	9,000.00	100.00
24	Toilet Accessories	1,000.00	100.00			100.00	10%	900.00	10.00
25	Fire Extinguishers	250.00	25.00			25.00	10%	225.00	2.50
26	Flagpole	5,000.00	500.00			500.00	10%	4,500.00	50.00
27	Casework	40,000.00	4,000.00			4,000.00	10%	36,000.00	400.00
28	Site Clearing	4,000.00	2,000.00	2,000.00		4,000.00	100%		400.00
	SUBTOTALS PAGE 2	856,800.00	338,190.00	111,510.90		449,700.90	52%	407,099.10	35,355.49

CONTINUATION SHEET

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

PROJECT:

APPLICATION DATE: 04/01/17

Dayton High School Renovations and Additions

PERIOD TO: 28-Feb-17

ARCHITECT'S PROJECT NO: REH#168-815

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
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Seeding	7,000.00						7,000.00	
30	Storm Drainage	42,000.00	42,000.00			42,000.00	100%		4,200.00
31	Fire Suppression	13,000.00	3,250.00			3,250.00	25%	9,750.00	325.00
32	Plumbing	40,000.00	36,000.00			36,000.00	90%	4,000.00	3,600.00
33	HVAC	110,000.00	79,850.00	5,550.10		85,400.10	78%	24,599.90	8,540.01
34	Electric	283,900.00	109,365.00	46,780.00		156,145.00	55%	127,755.00	15,614.50
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SUBTOTALS PAGE 3		1,352,700.00	608,655.00	163,841.00		772,496.00	57%	580,204.00	67,635.00

CONTRACTOR AFFIDAVIT
& CONDITIONAL WAIVER & RELEASE OF LIENS

Leo J. Brielmaier Co. hereinafter (contractor) having a contract with (Owner) Dayton Independent Board of Education for the work of (Project) Dayton High School Renovations and Additions (Address) 200 Greendevil Lane Dayton, Ky 41074 whereof (Owner) Leo J. Brielmaier Co. is or was the Owner, part Owner, or lessee, has performed work and/or furnished materials, equipment and/or machinery or has fabricated materials especially for the project.

Materials

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel to said Subcontractor, giving the amount, if any, which is due, or to become due, to them. If all material is paid in full, please state as such.

Name

Amount Due

Paid To Date

Labor

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said Subcontractor, giving the amount, if any, which is due, or to become due, to them. If all labor is paid in full, please state as such.

Name

Amount Due

Paid To Date

\$

Subcontractors

Said affiant further says that the following shows the names of every Subcontractor, if any, under a contract with the principal contractor, giving the amount, if any, which is due, or to become due, to them. If all Subcontractors are paid in full or if none are contracted, please state as such.

Name

Amount Due

Paid To Date

Conditional Lien Waiver

Upon receipt by contractor of a check in the amount of \$ 157,072.00

and when said check is paid by the bank upon which it is drawn, contractor waives and releases all rights to liens and claims against the Owner, Project, or General Contractor on account of work performed or for materials, equipment and/or machinery, or for especially fabricated materials for the project, furnished to the Owner to the extent of the payment received.

I, Leo J. Brielmaier III being President of Leo J. Brielmaier Co., do hereby acknowledge the foregoing in full and certify that this is true and accurate statement.

X [Signature]
Signature



State of: OHIO

Subscribed & sworn to before me this 4 day of April, 2017

County of: Hamilton

Notary Public [Signature]

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

Conforms with the American Institute of
Architects, AIA Document G707A

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

TO OWNER:

(Name and address)

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

PROJECT:

(Name and address)

Dayton High School - Renovations and Additions
200 Greendevil Lane
Dayton, KY 41074

CONTRACT DATED:

October 14, 2016

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

Great American Insurance Company
301 E 4th Street
Cincinnati, OH

, SURETY,

on bond of

(Insert name and address of Contractor)

Leo J. Briemaier Company
5848 Winton Ridge Lane
Cincinnati, OH 45232

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Retainage is reduced from 10% to 5%.

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 30, 2017
(Insert in writing the month followed by the numeric date and year.)

Great American Insurance Company
(Surety)

Kelsey Becker
(Signature of authorized representative)

Attest:

Kelsey Becker, Attorney-in-Fact
(Printed name and title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than NINE

No. 0 20816

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	ALL OF	ALL
MARY BETH MILLING	CINCINNATI, OHIO	\$100,000,000
RANDAL T. NOAH		
STELLA ADAMS		
KELSEY BECKER		
G. DALE DERR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31ST day of AUGUST 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 31ST day of AUGUST, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of March

2017



My L C. B.
Assistant Secretary