

ROBERT EHMET HAYES & ASSOCIATES, PLLC

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

ARCHITECTS

859-331-3121

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November 26, 2021

VIA USPS and EMAIL

To: Mr. Greg Duty, Superintendent  
Southgate Independent School  
6 William F. Blatt Street  
Southgate, Kentucky 41071

Re: Southgate Independent School – Roof 2021  
BG #21-251 / REH #350-221

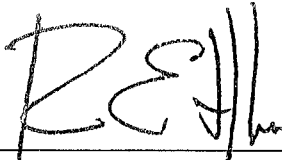
Enclosures: Application and Certificate for Payment No. 4, which is the final application on referenced Project with accompanying Contractor's Affidavit of Payment of Debts and Claims (G706), Contractor's Affidavit of Release of Liens (G706A), and Consent of Surety to Final Payment (G707)

Action

Required:

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

The BG-4 and BG-5 will be presented for approval at a future Board meeting.



Ehmet Hayes

EH:jhf

## Application and Certificate for Payment

TO OWNER:

SOUTHGATE IND. SCHOOL DISTRICT  
6 WILLIAM BLATT AVENUE  
SOUTHGATE, KY 41071  
FROM CONTRACTOR:

PROJECT:

SOUTHGATE INDEPENDENT SCHOOL  
6 WILLIAM F. BLATT AVENUE  
SOUTHGATE, KY 41071  
VIA ARCHITECT:

APPLICATION NO: 4

Distribution to:

PERIOD TO:

11/30/2021

CONTRACT FOR:

SOUTHGATE INDEPENDENT SCHOOL

CONTRACT DATE:

5/20/2021

PROJECT NOS:

REH#350-221

INVOICE NO:

21430

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 102,248.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 1,953.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 104,201.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 104,201.00
5. RETAINAGE:
  - a. 0 % of Completed Work ..... \$ 0.00  
(Column D + E on G703)
  - b. 0 % of Stored Material ..... \$ 0.00  
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 104,201.00  
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 97,135.60  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 7,065.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 0.00  
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 1,953.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 1,953.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$ 1,953.00	\$ 0.00

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.

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: THE IMBUS ROOFING CO., INC.

By:

State of: KY

PRESIDENT

Date: NOVEMBER 18, 2021

County of: CAMPBELL  
Subscribed and sworn to before me this 18TH day of NOVEMBER, 2021

Notary Public:   
My commission expires: 8/22/2024

CHERYL L. LONG

Notary Public, Kentucky  
State At Large  
My Commission Expires August 22, 2024

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the information and belief 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 ..... \$ 7,065.40

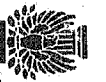
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Robert Ehmet Hayes & Associates, PLLC

By: Ehmet Hayes

Date: 11/26/21

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.



**AIA**

**Document G703™ – 1992**

## Continuation Sheet

Page 1

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4  
APPLICATION DATE: 11/18/2021  
PERIOD TO: 11/30/2021  
ARCHITECT'S PROJECT NO: REH#350-221

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)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
10	SET-UP	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00	0.00
20	ROOF REMOVAL - LABOR	17,270.00	17,270.00	0.00	0.00	17,270.00	0.00	0.00
30	ROOF REMOVAL = MATERIAL	2,830.00	2,830.00	0.00	0.00	2,830.00	0.00	0.00
40	ROOFING - LABOR	15,712.00	15,712.00	0.00	0.00	15,712.00	0.00	0.00
50	ROOFING - MATERIAL	27,782.00	27,782.00	0.00	0.00	27,782.00	0.00	0.00
60	FLASHING - LABOR	8,910.00	8,910.00	0.00	0.00	8,910.00	0.00	0.00
70	FLASHING - MATERIAL	5,894.00	5,894.00	0.00	0.00	5,894.00	0.00	0.00
80	SHEET METAL - LABOR	11,200.00	11,200.00	0.00	0.00	11,200.00	0.00	0.00
90	SHEET METAL - MATERIAL	4,450.00	4,450.00	0.00	0.00	4,450.00	0.00	0.00
100	CLOSE-OUT / PUNCHLIST	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
110	C.O.#1-INSTALL A NEW POST & BRAKET	1,953.00	0.00	1,953.00	0.00	1,953.00	0.00	0.00
	GRAND TOTAL	104,201.00	102,248.00	1,953.00	0.00	104,201.00	0.00	0.00

**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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# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> SOUTHGATE INDEPENDENT SCHOOLS 6 WILLIAM F. BLATT AVENUE SOUTHGATE, KY 41071	<b>ARCHITECT'S PROJECT NUMBER:</b> 350-221	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> SOUTHGATE INDEPENDENT SCHOOLS 6 WILLIAM F. BLATT AVENUE SOUTHGATE, KY 41071	<b>CONTRACT FOR:</b> ROOFING & SHEET METAL	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> 5/20/21	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** KENTUCKY  
**COUNTY OF:** CAMPBELL

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:

#### 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, 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)*

THE IMBUS ROOFING CO., INC.  
5 CHARLIN DRIVE  
WILDER, KY 41076

BY:

  
*(Signature of authorized representative)*

DANIEL IMBUS, PRESIDENT

*(Printed name and title)*

Subscribed and sworn to before me on this date:  
NOVEMBER 29, 2021

Notary Public:   
My Commission Expires: AUGUST 22, 2024



CHER L. LONG  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
August 22, 2024  
Notary ID# KYNP9973

# CONTRACTOR AFFIDAVIT

State of KENTUCKY  
County of CAMPBELL

Date November 18, 2021

THE IMBUS ROOFING CO., INC. having a contract with SOUTHGATE INDEPENDENT SCHOOL DISTRICT OWNER  
for ROOFING & SHEET METAL for:

Project Name: SOUTHGATE INDEPENDENT SCHOOL  
Address: 6 WILLIAM F. BLATT AVENUE  
SOUTHGATE, KY 41071  
County: CAMPBELL

Owner Name: SOUTHGATE INDEPENDENT SCHOOL DISTRICT

## SUBCONTRACTORS

Each and every subcontractor who performed work for this subcontractor on the project is listed below and payments have been made to the subcontractor in the following amounts:

Subcontractor	Address	Description of Work	Amount Paid
NONE			

A Subcontractor Waiver of Lien - Acknowledgement of Payment for each of the above named subcontractors is attached hereto.

## MATERIALS

Each and every material supplier who furnished machinery, material or fuel to THE IMBUS ROOFING CO., INC., is listed below including the amount, if any, which is due or is to become due to them.

Supplier	Address	Material	Amount Paid
STOCK			

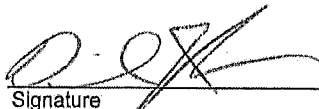
A Material Supplier Waiver of Lien - Acknowledgement of Payment for each of the above named suppliers is attached hereto.

All Labor, Materials, Equipment and/or Machinery, or materials especially fabricated for the Project, supplied by the Subcontractor have been paid for in full.

The Imbus Roofing Co., Inc (Subcontractor) hereby states that payment in the amount of


\$7,065.40 is due from SOUTHGATE IND. SCHOOL DISTRICT for work performed or machinery, material or fuel furnished to date.

I DANIEL IMBUS being PRESIDENT of  
THE IMBUS ROOFING CO., INC. hereby acknowledge the foregoing in full and certify that this is a true and accurate statement.

  
Signature PRESIDENT

Subscribed and sworn to before me this 18TH day of NOVEMBER, 2021

My Commission Expires: August 22, 2024

  
NOTARY PUBLIC



**CHER L. LONG**  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
August 22, 2024  
Notary ID# KYNP9973



# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

<b>PROJECT:</b> <i>(Name and address)</i> Southgate Independent School - Roof 2021 REH #350-221	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Southgate Independent School BOE 6 William F. Blatt Street Southgate, KY 41071	<b>CONTRACT DATED:</b> May 20, 2021	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

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 Cincinnati Insurance Company  
6200 S. Gilmore Road  
Fairfield, OH 45014

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Imbus Roofing Company, Inc.  
5 Charlin Drive  
Wilder, KY 41076

, 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)*

Southgate Independent School BOE  
6 William F. Blatt Street  
Southgate, KY 41071

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 29, 2021

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

The Cincinnati Insurance Company

*(Surety)*

*Katie Rose*

*(Signature of authorized representative)*

Attest:

*(Seal):*

*Hella Adams*

Katie Rose, Attorney-In-Fact

*(Printed name and title)*

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

G. Dale Derr; Tammie J. Landess; Evan R. Derr; Randal T. Noah; Nancy Nemec; Stella Adams; Michael J. Crawford; Mark Nelson; Tammy Masterson; Katie Rose; Julie Siemer; Elizabeth P Ohl and/or Tiffany Gobich

of Dayton and Cincinnati, Ohio their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Forty Million and No/100 Dollars (\$40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO  
COUNTY OF BUTLER

)SS:  
)

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett  
Keith Collett, Attorney at Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 29th day of November, 2021.



Ed H.