

ROBERT EHMET HAYES & ASSOCIATES, PLLC

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

ARCHITECTS

859-331-3121

reh@reharchitects.com

www.reharchitects.com

December 12, 2022

VIA EMAIL


To: Mr. Jay Brewer, Superintendent
Dayton Independent Board of Education

Re: Dayton High School - Kitchen, Flooring & Restroom Renovations
BG #21-222 / REH #168-221

- Enclosures:
1. Application and Certificate for Payment No. 5 submitted by Leo J. Brielmaier for referenced Project, which reflects a reduction in retainer.
 2. Consent of Surety to Reduction Retainage (AIA G707A).

Action

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


Ehmet Hayes
EH:jhf

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SIX

PAGES

TO OWNER: Dayton Independent Board of Edu
200 Clay Street
Dayton, Ky 41074

Project: Dayton High School Kitchen & APPLICATION NO: 5

200 Greendevil Lane
Dayton, Ky 41074

PERIOD TO: 11/15/2022

VIA ARCHITECT: Robert Ehmet Hayes & Assoc.

FROM CONTRACTOR:

Leo J. Brielmaier Co.

P.O. Box 32250

Cincinnati, Oh 45232

2512 Dixie Highway

PROJECT NOS: REH #168-221

Fort Mitchell, Ky 41017

CONTRACT FOR:

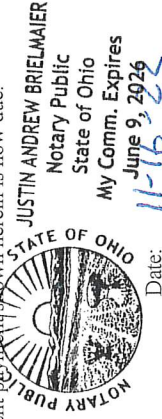
CONTRACT DATE:

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 payments shown herein is now due.



CONTRACTOR:

473,400.00
5,986.00
479,386.00
479,386.00

DATE (Column G on G703)

RETAINAGE:

a. 5 % of Completed Work \$ 23,969
(Column D + E on G703)
b. 5 % of Stored Material \$ 0
(Column F on G703)
Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

5. TOTAL EARNED LESS RETAINAGE \$ 23,969.00
(Line 4 Less Line 5 Total) \$ 455,417.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 424,581.00
8. CURRENT PAYMENT DUE \$ 30,836.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 23,969.00
(Line 3 less Line 6)

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 \$ 30,836.00

(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: Robert Ehmet Hayes & Associates, PLLC

By: Ehmet Hayes Date: December 12, 2022

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 G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,906.00	\$0.00
Total approved this Month	\$3,080.00	\$0.00
TOTALS	\$5,986.00	\$0.00
NET CHANGES by Change Order	\$5,986.00	\$0.00

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

APPLICATION DATE: 11/15/22

PERIOD TO: 15-Nov-22

ARCHITECT'S PROJECT NO: REH 168-221

PROJECT:
Dayton High School-Kitchen, Flooring, & Restrooms
200

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	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
			From Previous Application (D + E)						
1	Dayton High School-Kitchen Renovation								
2	Bond & Insurance	8,000.00	8,000.00				8,000.00	100%	400.00
3	Mobilization-Labor	2,000.00	2,000.00				2,000.00	100%	100.00
4	Mobilization-Material	2,000.00	2,000.00				2,000.00	100%	100.00
5	Selective Demolition-Labor	9,000.00	9,000.00				9,000.00	100%	450.00
6	Selective Demolition-Material	9,000.00	9,000.00				9,000.00	100%	450.00
7	Misc. Steel-Labor	3,000.00	3,000.00				3,000.00	100%	150.00
8	Misc. Steel- Material	3,000.00	3,000.00				3,000.00	100%	150.00
9	Rough Carpentry-Labor	9,000.00	9,000.00				9,000.00	100%	450.00
10	Rough Carpentry-Material	8,500.00	8,500.00				8,500.00	100%	425.00
11	Joint Sealant-Labor	300.00	300.00				300.00	100%	15.00
12	Joint Sealant-Material	300.00	300.00				300.00	100%	15.00
13	Tiling-Labor	16,400.00	16,400.00				16,400.00	100%	820.00
14	Tiling-Material	15,000.00	15,000.00				15,000.00	100%	750.00
15	Painting-Labor	500.00	500.00				500.00	100%	25.00
16	Painting-Material	500.00	500.00				500.00	100%	25.00
17	Food Service Equipment-Labor	20,000.00	20,000.00				20,000.00	100%	1,000.00
18	Food Service Equipment-Material	148,000.00	148,000.00				148,000.00	100%	7,400.00
19	Plumbing-Labor	4,000.00	4,000.00				4,000.00	100%	200.00
20	Plumbing-Material	5,000.00	5,000.00				5,000.00	100%	250.00
21	Electric-Labor	11,500.00	10,350.00		1,150.00		11,500.00	100%	575.00
22	Electric-Material	10,000.00	9,000.00		1,000.00		10,000.00	100%	500.00
23									
24									
25									
26	Dayton High School- Restrooms								
27	Bond & Insurance	6,000.00	6,000.00				6,000.00	100%	300.00
28	Mobilization-Labor	1,500.00	1,500.00				1,500.00	100%	75.00
	SUBTOTALS PAGE 1	292,500.00	290,350.00		2,150.00		292,500.00	100%	14,625.00

CONTINUATION SHEET

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 11/15/22

Dayton High School-Kitchen, Flooring, & Restrooms

PERIOD TO: 15-Nov-22

200

ARCHITECT'S PROJECT NO: REH 168-221

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	Work Completed This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Mobilization-Material	1,500.00	1,500.00				1,500.00	100%		75.00
30	Selective Demolition-Labor	6,200.00	6,200.00				6,200.00	100%		310.00
31	Selective Demolition-Material	6,000.00	6,000.00				6,000.00	100%		300.00
32	Rough Carpentry-Labor	8,000.00	8,000.00				8,000.00	100%		400.00
33	Rough Carpentry-Material	8,000.00	8,000.00				8,000.00	100%		400.00
34	Joint Sealant-Labor	300.00	300.00				300.00	100%		15.00
35	Joint Sealant-Material	300.00	300.00				300.00	100%		15.00
36	Tiling-Labor	19,000.00	19,000.00				19,000.00	100%		950.00
37	Tiling-Material	20,000.00	20,000.00				20,000.00	100%		1,000.00
38	Acoustic Ceiling-Labor	2,300.00	2,300.00				2,300.00	100%		115.00
39	Acoustic Ceiling-Material	2,300.00	2,300.00				2,300.00	100%		115.00
40	Resilient Base & Access.-Labor	500.00	500.00				500.00	100%		25.00
41	Resilient Base & Access.-Material	500.00	500.00				500.00	100%		25.00
42	Painting-Labor	2,500.00	2,500.00				2,500.00	100%		125.00
43	Painting-Material	2,500.00	2,500.00				2,500.00	100%		125.00
44	Toilet Compartments-Labor	11,000.00	11,000.00				11,000.00	100%		550.00
45	Toilet Compartments-Material	12,000.00	12,000.00				12,000.00	100%		600.00
46	Toilet Accessories-Labor	3,000.00	3,000.00				3,000.00	100%		150.00
47	Toilet Accessories-Material	3,000.00	3,000.00				3,000.00	100%		150.00
48	Plumbing-Labor	30,000.00	30,000.00				30,000.00	100%		1,500.00
49	Plumbing-Material	30,000.00	30,000.00				30,000.00	100%		1,500.00
50	Electric-Labor	6,000.00	4,800.00		1,200.00		6,000.00	100%		300.00
51	Electric-Material	6,000.00	4,800.00		1,200.00		6,000.00	100%		300.00
52	Change Order #1-Labor	2,000.00	2,000.00				2,000.00	100%		100.00
53	Change Order #1-Material	906.00	906.00				906.00	100%		45.00
54	Change Order #2-Labor	1,580.00			1,580.00		1,580.00	100%		79.00
55	Change Order #2-Material	1,500.00			1,500.00		1,500.00	100%		75.00
56										
SUBTOTALS PAGE 3		479,386.00	471,756.00	7,630.00			479,386.00	100%		23,969.00

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 Kitchen & Bathroom Renovation (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 \$ 30,836.00 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, Jeff Brielmaier being Vice President of Leo J. Brielmaier Co., do hereby acknowledge the foregoing in full and certify that this is true and accurate statement.

X

Signature



JUSTIN ANDREW BRIELMAIER
Notary Public
State of Ohio
My Comm. Expires
June 9, 2026

State of: Ohio

County of: Hamilton

Subscribed & sworn to before me this 16 day of December, 2022

Notary Public

Justin Brielmaier

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

Conforms with the American Institute of
Architects, AIA Document G707A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

PROJECT:

(Name and address)

Dayton High - Kitchen, Flooring and Restroom Renovations
REH #168-221 / BG 21-222 Bid Package #1

CONTRACT DATED: December 22, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

on bond of

(Insert name and address of Contractor)

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

, SURETY,

, CONTRACTOR,

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

Reduce Retainage 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: September 29, 2022

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



Attest:

(Seal):

Halle Adams

Merchants National Bonding, Inc.

(Surety)

Katie Rose

(Signature of authorized representative)

Katie Rose, Attorney-In-Fact

(Printed name and title)

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Corie Pfister; Elizabeth Ohl; Evan R Derr; G Dale Derr; Katie Rose; Mark Nelson; Nancy Nemec; Randal T Noah; Stella Adams; Tammy Masterson; Tiffiany Gobich

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

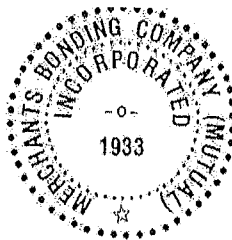
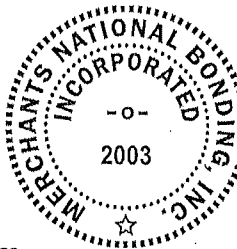
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of April, 2022.



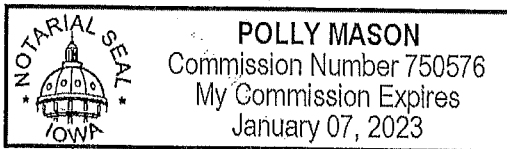
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

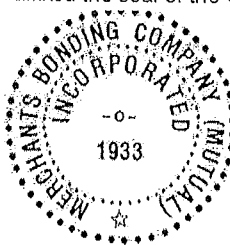


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of September, 2022.



William Warner Jr.
Secretary