

ROBERT EHMET HAYES & ASSOCIATES, PLLC

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

ARCHITECTS

859-331-3121

reh@reharchitects.com

www.reharchitects.com

June 16, 2023

VIA EMAIL

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

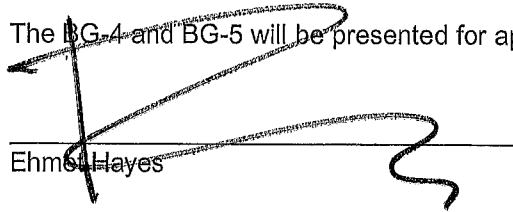
Re: Dayton High School - Kitchen, Flooring & Restroom Renovations
BG #21-222 / REH #168-221

Enclosures: 1. Application and Certificate for Payment No. 6, 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), submitted by Leo J. Brielmaier.

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.


Robert Emet Hayes

EH:jhf

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SIX

PAGES

TO OWNER Dayton Independent Board of Edu

Project: Dayton High School Kitchen & APPLICATION NO: 6

200 Clay Street
Dayton, Ky 41074200 Greendevil Lane
Dayton, Ky 41074

PERIOD TO: 3/22/2023

Distribution to:

☐ OWNER☐ ARCHITECT☐ CONTRACTOR

FROM CONTRACTOR:

Leo J. Brielmaler Co.
P.O. Box 32250
Cincinnati, Oh 45232

VIA ARCHITECT: Robert Ehmet Hayes & Assoc.

2512 Dixie Highway
Fort Mitchell, Ky 41017

PROJECT NOS: REH #168-221

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

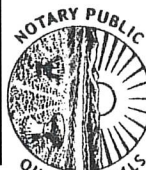
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		473,400.00
2. Net change by Change Orders		\$ 5,986.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$ 479,386.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$ 479,386.00
5. RETAINAGE:		0
a. 5 % of Completed Work (Column D + E on G703)	\$	0
b. 5 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	479,386.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	455,417.00
8. CURRENT PAYMENT DUE	\$	23,969.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

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:



JUSTIN ANDREW BRIELMAIER

Notary Public

State of Ohio

My Comm. Expires

Date: 3/22/23

By: *Justin Brielmaler*
 State of: *Ohio* County of: *Hamilton*
 Subscribed and sworn to before me this *22* day of *March*
 Notary Public: *Justin Brielmaler*
 My Commission expires: *3/19/2026*

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 \$ 23,969.00

(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: *Robert Ehmet Hayes* Date: 6/15/23

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: 6
APPLICATION DATE: 03/22/23

PROJECT:

Dayton High School-Kitchen, Flooring, & Restrooms

PERIOD TO: 22-Mar-23

200

ARCHITECTS PROJECT NO: REH 168-221

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage	
			From Previous Application (D + E)	This Period						
1	Dayton High School-Kitchen Renovation									
2										
3	Bond & Insurance	8,000.00	8,000.00			8,000.00	100%		400.00	
4	Mobilization-Labor	2,000.00	2,000.00			2,000.00	100%		100.00	
5	Mobilization-Material	2,000.00	2,000.00			2,000.00	100%		100.00	
6	Selective Demolition-Labor	9,000.00	9,000.00			9,000.00	100%		450.00	
7	Selective Demolition-Material	9,000.00	9,000.00			9,000.00	100%		450.00	
8	Misc. Steel-Labor	3,000.00	3,000.00			3,000.00	100%		150.00	
9	Misc. Steel- Material	3,000.00	3,000.00			3,000.00	100%		150.00	
10	Rough Carpentry-Labor	9,000.00	9,000.00			9,000.00	100%		450.00	
11	Rough Carpentry-Material	8,500.00	8,500.00			8,500.00	100%		425.00	
12	Joint Sealant-Labor	300.00	300.00			300.00	100%		15.00	
13	Joint Sealant-Material	300.00	300.00			300.00	100%		15.00	
14	Tiling-Labor	16,400.00	16,400.00			16,400.00	100%		820.00	
15	Tiling-Material	15,000.00	15,000.00			15,000.00	100%		750.00	
16	Painting-Labor	500.00	500.00			500.00	100%		25.00	
17	Painting-Material	500.00	500.00			500.00	100%		25.00	
18	Food Service Equipment-Labor	20,000.00	20,000.00			20,000.00	100%		1,000.00	
19	Food Service Equipment-Material	148,000.00	148,000.00			148,000.00	100%		7,400.00	
20	Plumbing-Labor	4,000.00	4,000.00			4,000.00	100%		200.00	
21	Plumbing-Material	5,000.00	5,000.00			5,000.00	100%		250.00	
22	Electric-Labor	11,500.00	11,500.00			11,500.00	100%		575.00	
23	Electric-Material	10,000.00	10,000.00			10,000.00	100%		500.00	
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	292,500.00			292,500.00	100%		14,625.00	

CONTINUATION SHEET

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6
APPLICATION DATE: 03/22/23

PROJECT:

PERIOD TO: 22-Mar-23

Dayton High School-Kitchen, Flooring, & Restrooms
200

ARCHITECT'S PROJECT NO: REH 168-221

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	%(G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
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	6,000.00			6,000.00	100%		300.00
51	Electric-Material	6,000.00	6,000.00			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	479,386.00			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 \$ 23,969.00 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 _____

State of: Ohio

County of: Hamilton

Subscribed & sworn to before me this 22 day of March 2023

Notary Public



Justin Andrew Brielmaier
Notary Public
State of Ohio
My Comm. Expires
June 9, 2026

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Dayton High-Kitchen, Flooring
200 Greendevill Lane
Dayton, Kentucky 41074

CONTRACT FOR: General Contracting

ARCHITECT ☐ **CONTRACTOR** ☐ **SURETY** ☐ **OTHER** ☐

TO OWNER: (Name and address)
Dayton Independent Board of Education
200 Clay Street
Dayton, Kentucky 41074

CONTRACT DATED: December 22, 2021

ARCHITECT'S PROJECT NUMBER: RHH #168-221/BG 21-222

STATE OF: Kentucky
COUNTY OF: Campbell County

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: None

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).

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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CONTRACTOR: (Name and address)
Leo J. Brielmaler Co.
5848 Winton Ridge Ln.
Cincinnati, Ohio 45232

BY: Jeff Brielmaler
(Signature of authorized representative)

Jeff Brielmaler Vice President
(Printed name and title)

Subscribed and sworn to before me on this date of Ohio
Notary Public
JUSTIN ANDREW BRIELMAIER
My Comm. Expires June 9, 2026

Notary Public:
Justin Brielmaler
My Commission Expires: 06-09-2026

Consent Of Surety to Final Payment

PROJECT: (Name and address) Dayton High - Kitchen, Flooring and Restroom Renovations 200 Greendevill Ln, Dayton, KY 41074	
TO OWNER: (Name and address) Dayton Independent Board of Education 200 Clay Street Dayton, KY 41074	
ARCHITECT'S PROJECT NUMBER:	CONTRACT DATED: December 22, 2021
☐ OWNER:	CONTRACT FOR: Construction
☐ ARCHITECT:	
☐ CONTRACTOR:	
☐ SURETY:	
☐ OTHER:	

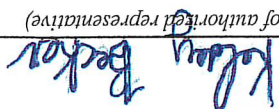
In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

on bond of
(Insert name and address of Contractor)
Leo J. Brilmaler Company
5848 Winton Ridge Lane
Cincinnati, OH 45232

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

as set forth in said Surety's bond.
, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 22, 2023
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.
(Surety)

(Signature of authorized representative)

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





Attest:
(Seal):

MERCHANTS
BONDING COMPANY
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, Audria Coleman; Corie Pfister; Elizabeth Ohl; Evan R Derr; G Dale Derr; Katie Rose; Kelsey Becker; Mark Nelson; Nancy Neme; Randal T Noah; Stella Adams; Tammy Masterson; Tiffany 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."

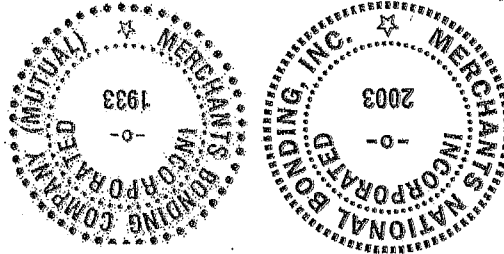
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company,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

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.

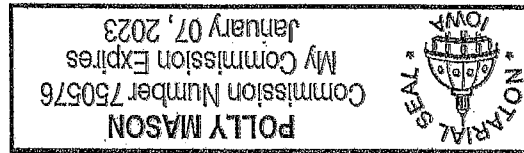
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of August, 2022

MERCHANTS BONDING COMPANY (MUTUAL)
By *Larry Taylor* President
MERCHANTS NATIONAL BONDING, INC.



STATE OF IOWA
COUNTY OF DALLAS ss.

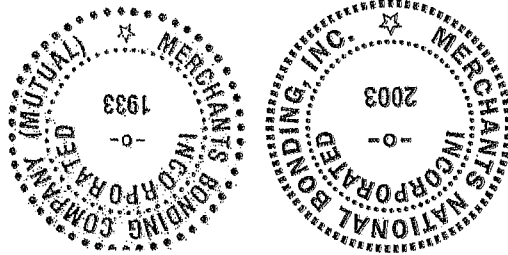
On this 24th day of August 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals 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)

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 22nd day of March, 2023.



William Warner Jr.
Secretary