

ROBERT EHMET HAYES & ASSOCIATES, PLLC

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

ARCHITECTS

859-331-3121

reh@reharchitects.com

www.reharchitects.com

October 5, 2023

VIA EMAIL and USPS

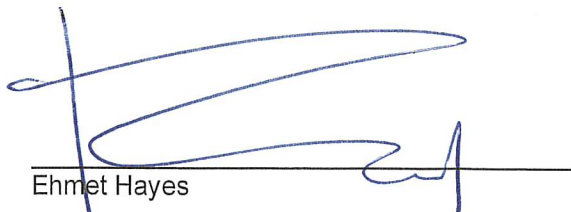
TO: Ms. Misty Middleton, Superintendent
Bellevue Independent Schools

Re: BELLEVUE HIGH SCHOOL – WALL FURRING
REH #372-1222 / BG #23-376

- Enclosures:
1. Application and Certificate for Payment No. 3 submitted by Leo J. Brielmaier Co. for referenced Project, which reflects final payment for this job.
 2. Contractor's Affidavit Payment of Debts and Claims (G706).
 3. Consent of Surety to Final Payment (G707).

Action

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



Ehmet Hayes

EH: lnh

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF SIX

PAGES

TO OWNER: Bellevue Independent Board of Edu
 219 Center Street
 Bellevue, Ky 41073

Project: Bellevue HS Wall Furring
 201 Center Street
 Bellevue, Ky 41073

APPLICATION NO: 3

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 9/8/2023

FROM CONTRACTOR: Leo J. Brielmaier Co.

P.O. Box 32250
 Cincinnati, Oh 45232

VIA ARCHITECT: Robert Ehmet Hayes & Assoc.
 2512 Dixie Highway
 Fort Mitchell, Ky 41017

PROJECT NOS: REH #372-1222

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 payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	245,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 245,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 245,000.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 0
b. 10 % 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)	\$ 245,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 220,500.00
8. CURRENT PAYMENT DUE	\$ 24,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CONTRACTOR:

By: Jeff Bachman Date: 9-12-23

State of Kentucky County of Hamilton
 Subscribed and sworn to before me this 12 day of September
 Notary Public: Justin Andrew Brielmaier
 My Commission Expires: 06-09-2024
 JUSTIN ANDREW BRIELMAIER
 Notary Public
 State of Ohio
 My Comm Expires June 9, 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 \$ 24,500.00

(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: /Ehmet Hayes Date: 10/5/23

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.

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT: Bellevue HS Wall Furring

APPLICATION DATE: 09/08/23

PERIOD TO: 8-Sep-23

ARCHITECT'S PROJECT NO: REH 372-1222

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E 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	Bond & Insurance	15,000.00	15,000.00				15,000.00		1,500.00
2	Mobilization-Labor	7,500.00	7,500.00				7,500.00		750.00
3	Mobilization-Material	7,500.00	7,500.00				7,500.00		750.00
4	General Conditions-Labor	7,000.00	7,000.00				7,000.00		700.00
5	General Conditions-Material	7,000.00	7,000.00				7,000.00		700.00
6	Rough Carpentry-Labor	8,500.00	8,500.00				8,500.00		850.00
7	Rough Carpentry-Material	8,500.00	8,500.00				8,500.00		850.00
8	Architectural Woodwork-Labor	16,000.00	16,000.00				16,000.00		1,600.00
9	Architectural Woodwork-Material	18,000.00	18,000.00				18,000.00		1,800.00
10	Drywall-Labor	40,000.00	40,000.00				40,000.00		4,000.00
11	Drywall-Material	40,000.00	40,000.00				40,000.00		4,000.00
12	Painting-Labor	5,000.00	5,000.00				5,000.00		500.00
13	Painting-Material	5,000.00	5,000.00				5,000.00		500.00
14	Electric-Labor	40,000.00	40,000.00				40,000.00		4,000.00
15	Electric-Material	20,000.00	20,000.00				20,000.00		2,000.00
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SUBTOTALS PAGE 1		245,000.00	245,000.00				245,000.00		24,500.00

CONTRACTOR AFFIDAVIT
& CONDITIONAL WAIVER & RELEASE OF LIENS

Leo J. Brielmaier Co. hereinafter (contractor) having a contract with (Owner) Bellevue Independent Board of Education for the work of (Project) Bellevue High School Exterior Wall Furring (Address) 201 Center Street, Bellevue, Ky 41073 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 \$ 24,500.00 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 the Leo J. Brielmaier Co., do hereby acknowledge the foregoing in full and certify that this is true and accurate statement.

X Jeff Brielmaier
Signature



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

State of: OHIO

Subscribed & sworn to before me this 18 day of September 2023

County of: Hamilton

Notary Public Justin Brielmaier

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

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)
 Bellevue Independent Board of Education
 219 Center Street
 Bellevue, Ky 41072

ARCHITECT'S PROJECT NO.: REH#372-1222

CONTRACT FOR: General Construction

PROJECT:
(Name and address)
 Bellevue High School Exterior
 Wall Furring
 201 Center Street
 Bellevue Ky, 41073

CONTRACT DATED: April 27, 2023

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: 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).

CONTRACTOR:

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

BY:

Jeff Brielmaier
(Signature of authorized representative)

Jeff Brielmaier Vice President

(Printed name and title)

Subscribed and sworn to before me on this date: September 9, 2023

Notary Public: *Justin Andrew Brielmaier*
 My Commission Expires: June 9, 2026



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AIA Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Bellevue High School - Exterior Wall Furring 201 Center St Bellevue, KY 41073	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Bellevue Independent Board of Education 219 Center Street Bellevue, KY 41073	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: April 27, 2023	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <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)

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

, SURETY,

on bond of
(Insert name and address of Contractor)

Leo J. Brielmaier 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)

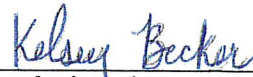
Bellevue Independent Board of Education
219 Center Street
Bellevue, KY 41073

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 8, 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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Audria Coleman; Corie Pfister; Elizabeth Ohl; Evan R Derr; G Dale Derr; Kathrine Krekeler; Katie Rose; Kelsey Becker; Mark Nelson; Nancy Neme; Randal T Noah; 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-Authority 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.

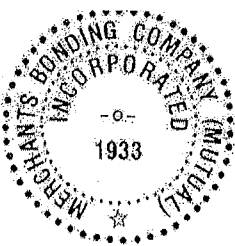
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 3rd day of November, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of November 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.

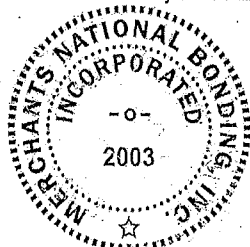


Kim Lee
Notary Public

(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 8th day of August, 2023.



William Warner Jr.
Secretary

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)

Bellevue Independent Board of Education
219 Center Street
Bellevue, KY 41073

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

PROJECT:

(Name and address)

Bellevue High School - Exterior Wall Furring
201 Center St
Bellevue, KY 41073

CONTRACT DATED: April 27, 2023

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

, SURETY,

on bond of

(Insert name and address of Contractor)

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

, 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)

Bellevue Independent Board of Education
219 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: August 8, 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

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Audria Coleman; Corie Pfister; Elizabeth Ohi; Evan R Derr; G Dale Derr; Kathrine Krekeler; Katie Rose; Kelsey Becker; Mark Nelson; Nancy Nemec; Randal T Noah; 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.

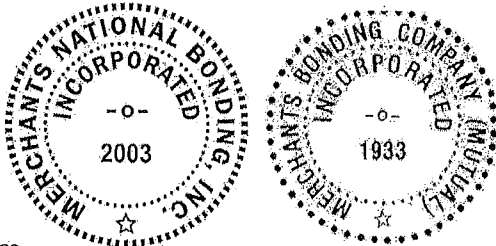
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 3rd day of November, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of November 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.

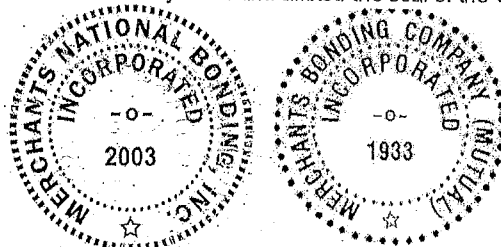


Kim Lee
Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2023.



William Warner Jr.
Secretary