

ROBERT EHMET HAYES & ASSOCIATES, PLLC

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3084

ARCHITECTS

859-331-3121

reh@reharchitects.com

www.reharchitects.com

January 4, 2024

VIA EMAIL

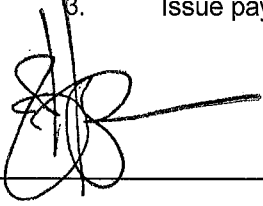
To: Mr. Jay Brewer, Superintendent
Dayton Independent Board of Education

Re: Dayton Independent School – Athletic Complex
Bid Package #1 – Lincoln Cooling Tower
BG #23-538 / REH #168-523

Enclosures: 1. Application and Certificate for Payment No. 2 submitted by Hudson Piping, Inc.

Action

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



Joe Hayes

JAH:jhf

Application and Certificate for Payment

TO OWNER: Dayton Independent Schools 200 Clay Street Dayton, KY 41074	PROJECT: 1877 Dayton Ind. Schools - Athletic Complex Lincoln Chiller Replacement 701 5th Ave, Dayton, KY 41074	APPLICATION NO: 2 PERIOD TO: 12/31/2023 CONTRACT FOR: Chiller Replacement CONTRACT DATE: 9/28/2023 PROJECT NOS: REH #168-523 / BG #23-538	Distribution to: OWNER ☐ ARCHITECT ☒ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Hudson Piping Inc. 836 Walnut Street Dayton, KY 41074	VIA ARCHITECT: R. Ehmet Hayes Architects 2512 Dixie Highway Ft. Mitchell, KY 41017		

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	\$ 444,033.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 444,033.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 29,570.00

5. RETAINAGE:

- a. 10.00 % of Completed Work
(Column D + E on G703)
10.00 % of Stored Material
(Column F on G703)

\$ 1,965.00
\$ 992.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 2,957.00

6. TOTAL EARNED LESS RETAINAGE	\$ 26,613.00
--------------------------------------	--------------

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 17,685.00
---	--------------

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$ 8,928.00
------------------------------	-------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

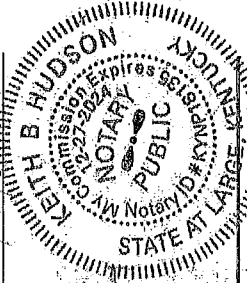
(Line 3 minus Line 6)
\$ 417,420.00

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
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	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.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CONTRACTOR: *Robert Ehmet Hayes*
By: *Robert Ehmet Hayes*
State of: *Kentucky*
County of: *Campbell*
Subscribed and sworn to before me this *11th* day of *January*, 2023.
Notary Public: *Keith B. Hudson*
My commission expires: *12/27/24*
Date: *1/4/24*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 8,928.00
(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: *1/4/24*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. In witness, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

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: **2**
APPLICATION DATE: **12/20/2023**
PERIOD TO: **12/31/2023**
ARCHITECT'S PROJECT NO: **REH #168-523 / BG #23-538**

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 (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	General Conditions/PM	21,000.00	1,050.00		0.00	0.00	1,050.00	19,950.00	105.00
2	Mobilization	15,000.00	0.00		0.00	0.00	0.00	15,000.00	0.00
3	Submittals	4,000.00	3,600.00		0.00	0.00	3,600.00	400.00	360.00
4	Permits	3,000.00	0.00		0.00	0.00	0.00	3,000.00	0.00
5	Bond	15,000.00	15,000.00		0.00	0.00	15,000.00	0.00	1,500.00
7	Demolition	25,000.00	0.00		0.00	0.00	0.00	25,000.00	0.00
8	PVF Labor	70,000.00	0.00		0.00	0.00	0.00	70,000.00	0.00
9	PVF Material	60,133.00	0.00		0.00	0.00	0.00	60,133.00	0.00
10	Chiller Labor	5,000.00	0.00		0.00	0.00	0.00	5,000.00	0.00
11	Pumps Labor	2,000.00	0.00		0.00	0.00	0.00	2,000.00	0.00
12	Pumps Material	10,000.00	0.00		0.00	0.00	0.00	10,000.00	0.00
13	VFDs Labor	500.00	0.00		0.00	0.00	0.00	500.00	0.00
14	VFDs Material	5,000.00	0.00		0.00	0.00	0.00	5,000.00	0.00
15	Hydronic Specialties Labor	2,500.00	0.00		0.00	0.00	0.00	2,500.00	0.00
16	Hydronic Specialties Material	3,000.00	0.00		0.00	0.00	0.00	3,000.00	0.00
17	Rigging	12,000.00	0.00		0.00	0.00	0.00	12,000.00	0.00
18	General Trades Labor	24,600.00	0.00		0.00	0.00	0.00	24,600.00	0.00
19	General Trades Material	5,700.00	0.00		0.00	0.00	0.00	5,700.00	0.00
20	Excavation/Backfill Labor	11,500.00	0.00		0.00	0.00	0.00	11,500.00	0.00
21	Excavation/Backfill Material	6,600.00	0.00		0.00	0.00	0.00	6,600.00	0.00
22	Housekeeping Pads Labor	4,800.00	0.00		0.00	0.00	0.00	4,800.00	0.00
23	Housekeeping Pads Material	6,400.00	0.00		0.00	0.00	0.00	6,400.00	0.00
24	Insulation Labor	6,000.00	0.00		0.00	0.00	0.00	6,000.00	0.00
25	Insulation Material	5,000.00	0.00		0.00	0.00	0.00	5,000.00	0.00
GRAND TOTAL									

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.

AIA Document G703™ - 1992

Continuation Sheet

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 Columns F and G for Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 12/20/2023
PERIOD TO: 12/31/2023
ARCHITECT'S PROJECT NO: REH #168-523 / BG #23-538

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		
26	Controls Labor	16,400.00	0.00		0.00	0.00	0.00	0%	16,400.00	0.00
27	Controls Material	8,500.00	0.00		0.00	0.00	0.00	0%	8,500.00	0.00
28	Electrical Mobilization/GC/Permits	4,400.00	0.00		0.00	0.00	0.00	0%	4,400.00	0.00
29	EC Raceways, Boxes, Fittings Labor	14,000.00	0.00		0.00	0.00	0.00	0%	14,000.00	0.00
30	EC Raceways, Boxes, Fittings Material	12,000.00	0.00		0.00	0.00	0.00	0%	12,000.00	0.00
31	EC Wire, Connections Labor	18,000.00	0.00		0.00	0.00	0.00	0%	18,000.00	0.00
32	EC Wire, Connections Material	32,000.00	0.00		0.00	9,920.00	9,920.00	31%	32,000.00	992.00
33	EC Heat Tracing Labor	500.00	0.00		0.00	0.00	0.00	0%	500.00	0.00
34	EC Heat Tracing Material	5,000.00	0.00		0.00	0.00	0.00	0%	5,000.00	0.00
35	Chemical Treatment L&M	5,500.00	0.00		0.00	0.00	0.00	0%	5,500.00	0.00
36	Testing & Balance	1,000.00	0.00		0.00	0.00	0.00	0%	1,000.00	0.00
37	Closeout	3,000.00	0.00		0.00	0.00	0.00	0%	3,000.00	0.00
		444,033.00	19,650.00		0.00	9,920.00	29,570.00	7%	424,383.00	2,957.00
	GRAND TOTAL									

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.

AIA Document G703™ - 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail: The American Institute of Architects' legal counsel, copyright@aia.org. 10219ACB4

SUBCONTRACTOR AFFIDAVIT
CONDITIONAL WAIVER & RELEASE OF LIENS

HUDSON PIPING, INC hereinafter ("Contractor") having a contract with Dayton Independent Schools for the work of (project) Dayton Athletic Complex – Lincoln Chiller Replacement at (address) 701 5th Avenue, Dayton, KY 41074 whereof (Owner) Dayton Independent Schools 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 Contractor, 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

All material is paid in full.

Labor

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said Contractor, 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

All Labor is paid in full.

Subcontractors

Said affiant further says that the following shows the names of every Contractor, 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

Hilvert & Pope Electric, Inc.

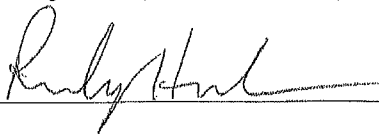
\$8,820.00

Conditional Lien Waiver

Upon receipt by Contractor of a check in the amount of \$ 8,928.00 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 R. Elmet Hayes & Associates 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, RANDY HUDSON being VICE PRESIDENT of HUDSON PIPING, INC, do hereby acknowledge the foregoing in full and certify that this is true and accurate statement.

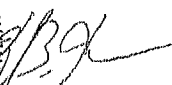
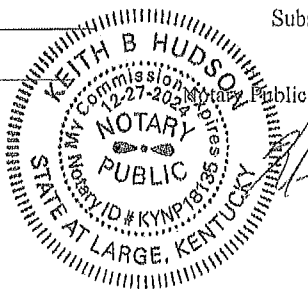
Signature



State of: KENTUCKY

Subscribed & sworn to before me this 4th day of Jan, 2024

County of: CAMPBELL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Fey Bruder Insurance Advisors 14 West Park Place, Ste A Oxford, OH 45056	CONTACT NAME: Heather Monson PHONE (A/C No. Ext): (513)523-7533 FAX (A/C No): (513)523-7534 E-MAIL ADDRESS: heather@feybruder.com
INSURED	Hilvert & Pope Electric, Inc. DBA Seco Electric Co, Inc 350 W Pike St Covington, KY 41011	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. INSURER B: Ohio Casualty Liberty Mutual INSURER C: National Specialty Ins Co INSURER D: Cincinnati Insurance Co. INSURER E: INSURER F:
		NAIC # 28665

COVERAGES

CERTIFICATE NUMBER: 00002152-2677682

REVISION NUMBER: 50

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OH GAP \$1000000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		EPP 0510696	11/23/2023	11/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			EBA 0510696	11/23/2023	11/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0			EPP 0510696	11/23/2023	11/23/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS64378408	11/23/2023	11/23/2024	☒ PER STATUTE ☐ OTHER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
C	Cyber Ins			BLU-CB-JAFXFTY7Q	11/14/2023	11/14/2024	Per Occ 1,000,000
D	Materials			EPP 0510696	11/23/2023	11/23/2024	Per Occ 8,820

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Name: Lincoln Elementary Chiller Replace.

Hudson Piping, Inc, Dayton Independent Board of Education, Dayton Independent School District Finance Corporation, Robert Ehmet Hayes & Associates, PLLC, Cardinal Engineering, GOP Ltd, and KLH Engineers, PSC are additional insureds on the policy.

CERTIFICATE HOLDER

CANCELLATION

Hudson Piping Inc 836 Walnut Street Dayton, KY 41074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (HMM)
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.