



**ROBERT EHMET HAYES & ASSOCIATES, PLLC**

465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017  
859-331-3121

July 3, 2024

VIA EMAIL

To: Mr. Rick Wolf, 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. 3 submitted by Hudson Piping, Inc.  
Action
- Required: 1. Review application  
2. Obtain Board approval  
3. Issue payment to Contractor.

Joe Hayes

JAH:jhf

A handwritten signature in black ink, appearing to be 'Joe Hayes', written over a horizontal line. The signature is stylized and includes a long horizontal stroke extending to the right.

## 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

**VIA ARCHITECT:** R. Ehmet Hayes Architects  
2512 Dixie Highway  
Ft. Mitchell, KY 41017

**FROM CONTRACTOR:** Hudson Piping Inc.  
836 Walnut Street  
Dayton, KY 41074

**APPLICATION NO:** 3  
**PERIOD TO:** 6/30/2024  
**CONTRACT FOR:** Chiller Replacement  
**CONTRACT DATE:** 9/28/2023  
**PROJECT NOS:** REH #168-523 / BG #23-538

**Distribution to:** 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 .....	\$ 444,033.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ (9,280.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 434,753.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 266,656.70
5. RETAINAGE:	
a. _____ % of Completed Work	\$ 26,665.67
b. _____ % of Stored Material	\$ 0.00
(Column D + E on G703)	
(Column F on G703)	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 26,665.67
6. TOTAL EARNED LESS RETAINAGE .....	\$ 239,991.03
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 26,613.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 213,378.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$ 194,761.97
(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	\$ 0.00	\$ 9,280.00
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 9,280.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>(9,280.00)</b>

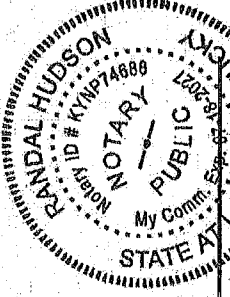
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid 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:** R. Ehmet Hayes Architects  
By: *R. Ehmet Hayes*  
State of: Kentucky  
County of: Campbell  
Subscribed and sworn to before me this 3rd day of July, 2024  
Date: 7/3/24

Notary Public: *Ruby H. H.*  
My commission expires: 7/18/27



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data furnished in 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** ..... \$ 213,378.03  
(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: *Joseph Hayes*  
Date: July 3, 2024

This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. In the absence of payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

# 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 Column F for Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
 APPLICATION DATE: 6/25/2024  
 PERIOD TO: 6/30/2024  
 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		10,500.00	0.00	11,550.00	9,450.00	1,155.00
2	Mobilization	15,000.00	0.00		15,000.00	0.00	15,000.00	0.00	1,500.00
3	Submittals	4,000.00	3,600.00		400.00	0.00	4,000.00	0.00	400.00
4	Permits	3,000.00	0.00		3,000.00	0.00	3,000.00	0.00	300.00
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		25,000.00	0.00	25,000.00	0.00	2,500.00
8	PVF Labor	70,000.00	0.00		31,500.00	0.00	31,500.00	38,500.00	3,150.00
9	PVF Material	60,133.00	0.00		54,119.70	0.00	54,119.70	6,013.30	5,411.97
10	Chiller Labor	5,000.00	0.00		4,500.00	0.00	4,500.00	500.00	450.00
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		10,000.00	0.00	10,000.00	0.00	1,000.00
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		5,000.00	0.00	5,000.00	0.00	500.00
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		3,000.00	0.00	3,000.00	0.00	300.00
17	Rigging	12,000.00	0.00		12,000.00	0.00	12,000.00	0.00	1,200.00
18	General Trades Labor	24,600.00	0.00		12,300.00	0.00	12,300.00	12,300.00	1,230.00
19	General Trades Material	5,700.00	0.00		2,850.00	0.00	2,850.00	2,850.00	285.00
20	Excavation/Backfill Labor	11,500.00	0.00		6,900.00	0.00	6,900.00	4,600.00	690.00
21	Excavation/Backfill Material	6,600.00	0.00		3,960.00	0.00	3,960.00	2,640.00	396.00
22	Housekeeping Pads Labor	4,800.00	0.00		3,600.00	0.00	3,600.00	1,200.00	360.00
23	Housekeeping Pads Material	6,400.00	0.00		4,800.00	0.00	4,800.00	1,600.00	480.00
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									

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# AIA® Document G703™ - 1992

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	Controls Labor	16,400.00	0.00	6,232.00	0.00	6,232.00	10,168.00	38%	623.20
27	Controls Material	8,500.00	0.00	5,100.00	0.00	5,100.00	3,400.00	60%	510.00
28	Electrical Mobilization/GC/Permits	4,400.00	0.00	3,300.00	0.00	3,300.00	1,100.00	75%	330.00
29	EC Raceways, Boxes, Fittings Labor	14,000.00	0.00	4,200.00	0.00	4,200.00	9,800.00	30%	420.00
30	EC Raceways, Boxes, Fittings Material	12,000.00	0.00	3,600.00	0.00	3,600.00	8,400.00	30%	360.00
31	EC Wire, Connections Labor	18,000.00	0.00	2,700.00	0.00	2,700.00	15,300.00	15%	270.00
32	EC Wire, Connections Material	32,000.00	9,920.00	10,880.00	0.00	20,800.00	11,200.00	65%	2,080.00
33	EC Heat Tracing Labor	500.00	0.00	0.00	0.00	0.00	500.00	0%	0.00
34	EC Heat Tracing Material	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0%	0.00
35	Chemical Treatment L&M	5,500.00	0.00	1,925.00	0.00	1,925.00	3,575.00	35%	192.50
36	Testing & Balance	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%	0.00
37	Closeout	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0%	0.00
38	Change Order #1	(9,280.00)	0.00	(9,280.00)	0.00	(9,280.00)	0.00	100%	(928.00)
GRAND TOTAL		434,753.00	29,570.00	237,086.70	0.00	266,656.70	168,096.30	61%	26,665.67

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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 5<sup>th</sup> 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
Blackmore & Glunt Inc.	\$10,117.70
Permapipe Inc.	\$22,087.22

**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
<i>All Labor is paid in full.</i>	

**Subcontractors**

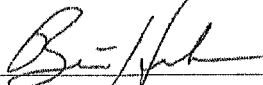
Said affiant further says that the following shows the names of every Contractor, if any, under a contract with the principal Contractor, giving the amount, if any, which is due, or to become due, to them. If all Subcontractors are paid in full or if none are contracted, please state as such.

Name	Amount Due
Hilvert & Pope Electric, Inc.	\$22,212.00
Comfort Systems USA	\$10,104.30
J. Tumlin & Sons	\$30,969.00

**Conditional Lien Waiver**

Upon receipt by Contractor of a check in the amount of \$ 213,378.03 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. Ehmet 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, BRIAN HUDSON being PROJECT MANAGER of HUDSON PIPING, INC, do hereby acknowledge the foregoing in full and certify that this is true and accurate statement.

Signature 

State of: KENTUCKY  
County of: CAMPBELL

Subscribed & sworn to before me this 3<sup>rd</sup> day of July, 2024  
Notary Public 