



11214 Decimal dr.
Louisville, KY 40299
502-493-4822 (office) 502-541-8788
(cell) 502-493-4865 (Fax)
lukehaire@Haireconstruction.com

July 25th, 2024

Marion Co. Outdoor Pavilions

Architect Job #2283

Owner Job # BG 23-328

Pay App #006

FINAL PAY APP

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF _____ PAGES

TO OWNER **Marion County Board of Educa**
777 East Main St.
Lebanon, KY 40033

PROJECT: **Marion County**
Outdoor Pavilions

APPLICATION NO 6

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: **7/25/2024**

PROJECT NOS:

CONTRACT DATE **4/24/2023**

FROM CONTRACTOR:

VIA ARCHITECT:

Haire Construction
11214 Decimal Drive
Louisville, KY 40299

Rosstarrant Architects, Inc.
101 Old Lafayette Ave
Lexington, KY 40502

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

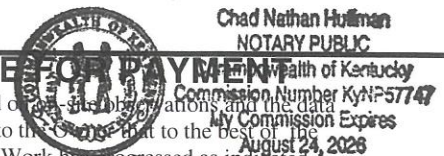
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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	\$	<u>404,080.00</u>
2. Net change by Change Orders	\$	<u>9,840.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>413,920.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>413,920.00</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>413,920.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>410,712.70</u>
8. CURRENT PAYMENT DUE	\$	<u>3,207.30</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CONTRACTOR:

By: [Signature] Date: 7/24/24
State of: Kentucky County of: Jefferson
Subscribed and sworn to before me this 24th day of July
Notary Public: [Signature]
My Commission expires: 08-24-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the observations and the data comprising the application, the Architect certifies 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 \$ \$3,207.30

(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: [Signature] Date: 7/31/2024

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		
Total approved this Month	\$9,840.00	
TOTALS	\$9,840.00	\$0.00
NET CHANGES by Change Order	\$9,840.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 6

Contractor's signed certification is attached.

APPLICATION DATE: 7/25/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/25/2024

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			1	Bond					
2	Mobilization	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$0.00
3	West Marion Elementary Slab	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$0.00
4	Marion Middle School Slab	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$0.00
5	Marion Knight Academy Slab	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$0.00
6	Glasscock Elementary Slab	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$0.00
7	Marion High School	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$0.00
8	West Marion Elementary Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
9	Marion Middle School Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
10	Marion Knight Academy Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
11	Glasscock Elementary Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
12	Marion High School Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
13	1st demobilization	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$0.00
14	Calvary Elementary Slab	\$28,146.00	\$28,146.00	\$0.00	\$0.00	\$28,146.00	100.00%	\$0.00	\$1,407.30
15	Calvary Elementary Pavilion	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
16	Final Punch and demobilization	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$800.00
17	Change Order #1 Additional concrete Glasscock	\$9,840.00	\$9,840.00	\$0.00	\$0.00	\$9,840.00	100.00%	\$0.00	\$0.00
18									
GRAND TOTALS		\$413,920.00	\$413,920.00	\$0.00	\$0.00	\$413,920.00	100%	\$0.00	\$3,207.30

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

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

SUR2004646

PROJECT: Marion County Outdoor Pavilions
(name, address) Lebanon, KY

TO (Owner)

Marion County Board of Education
755 East Main Street
Lebanon, KY 40033

ARCHITECT'S PROJECT NO.: 2283

CONTRACT FOR: General Construction

CONTRACT DATE: 4/24/2023

CONTRACTOR: Haire Construction, LLC
11214 Decimal Dr.
Louisville, KY 40299

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Frankenmuth Insurance Company
One Mutual Ave
Frankenmuth, MI 48787-0001

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Haire Construction, LLC
11214 Decimal Dr.
Louisville, KY 40299

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety Company of any of its obligations to (here insert name and address of Owner)

Marion County Board of Education
755 East Main Street
Lebanon, KY 40033

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

29th day of July 2024

Frankenmuth Insurance Company

Surety Company

By:

Brook T. Smith

Signature of Authorized Representative

Attest:

(Seal):

Kelby Hoagland

Brook T. Smith, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brook T. Smith, James T. Smith, Michael W. Dix, Jason D. Cromwell, Raymond M. Hundley, Deborah S. Neichter, William Precious, Ryan Britt, Mark Guidry, Theresa Hintzman, Jennifer Edwards, Susan Ritter, Lynnette Long, Leigh Mccarthy, Amy Smith, Barbara Duncan, Beth Frymire, Jill Kemp, Jacob Motto

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 29th day of July, 2024

Andrew H. Knudsen

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Marion County Pavilions
Lebanon, KY 40033

ARCHITECT'S PROJECT NUMBER: 2283

CONTRACT FOR: Haire Construction

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

TO OWNER: (Name and address)

Marion County Board of Education
777 East Main St. Lebanon, KY 40033

CONTRACT DATED: 4/24/24

STATE OF:

COUNTY OF:

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:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- 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
- Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

BY:

[Signature]
(Signature of authorized representative)

Lula A. Hain owner
(Printed name and title)

Subscribed and sworn to before me on this date: 7/30/2024

Notary Public: *[Signature]*

My Commission Expires: 08-24-26

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 G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Marion County Pavilions Lebanon, KY	ARCHITECT'S PROJECT NUMBER: 2283	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Marion County Board of Education 777 East Main St. Lebanon, KY 40033	CONTRACT FOR: General Construction CONTRACT DATED: 4/24/24	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:


SUPPORTING DOCUMENTS ATTACHED HERETO:

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.

CONTRACTOR: *(Name and address)*

Hair Construction
11214 Decimal Dr. Louisville 40289

BY:


(Signature of authorized representative)
Lukas Hair owner
(Printed name and title)

Subscribed and sworn to before me on this date: 7/30/2024

Notary Public

My Commission Expires: 08-24-26



Chad Nathan Huffman
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP57747
My Commission Expires
August 24, 2026



AFFIDAVIT

The affiant, Luke Haire
(Company Representative)

Haire Construction
(Company Name)

being duly sworn, states that he is the contractor for construction
(for construction, demolition, renovation, restoration, material, etc.)

Marion County Outdoor Pavilions Lebanon, KY
(Name and location of the project as described by your contract)

Designated as Contract Number BG 23-328 by the Department for Facilities Management of the Commonwealth of Kentucky, that said contract, including all changes and additions thereto, has been completed in accordance with the plans and specifications approved by the Division of Engineering, that he will accept as full and final settlement payment in the amount of \$3207.30 which is based on Final Invoice No. 6. And that he hereby releases the Commonwealth of Kentucky from any further liability concerning said contract.

*The affiant further states that there are no unpaid bills for labor, materials, supplies, or equipment used in the execution and completion of said project, that no lien for any such labor, material, supplies, or expendable equipment has been filed according to law, (or if any such lien has been filed, it has now been released); and there is no such claim, actual or alleged, known to this affiant.

The affiant further states that said company has no claim for any delay or damage whatsoever in connection with said contract.

The affiant understands that nothing embraced herein shall be construed to release the contractor from liability for the payment of any claims incurred for labor, materials supplies, or equipment used of furnished for the use in the performance of the aforesaid contract, or from liability for damages, if any, resulting from the wrongful or negligent acts of the contractor in the performance of the aforesaid contract; and the contractor agrees to hold the Commonwealth of Kentucky and its agents and officials harmless from any and all claims of any nature whatsoever.

Witness my hand, this the 25 day of July 2024
(Month) (Year)

By [Signature]
(Signature of Authorized Agent)

State of Kentucky)
County of Jefferson)

Subscribed and sworn to before me by Luke Haire on
The 30th day of July, 2024
(Month) (Year)

[Signature]
(Notary Public)

My Commission Expires: 08-24-26



Chad Nathan Huffman
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KyNP57747
My Commission Expires
August 24, 2026



Required Affidavit for Bidders, Offerors and Contractors (KRS 45A.110 & 45A.115)

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

[Signature]
Signature
Owner
Title

Lulu A. Haine
Printed Name
7/25/24
Date

Bidder or Offeror Name: Haine Construction
Address: 11214 Decimal Dr.
Louisville KY 40298

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this 30th day of July, 2024.

State of: Kentucky

Notary: [Signature]

County of: Jefferson

My Commission Expires: 08-24-2024



Chad Nathan Huffman
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KyNP57747
My Commission Expires
August 24, 2025