



ROBERT EHMET HAYES & ASSOCIATES, PLLC
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017
859-331-3121

January 27, 2025

VIA EMAIL

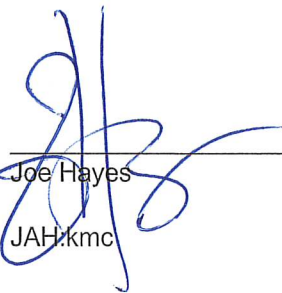
To: Mr. Rick Wolf, Superintendent
Dayton Independent Board of Education

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. 7 submitted by Hudson Piping, Inc., which is the final application on the above reference project.
 2. Contractor's Affidavit of 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.



Joe Hayes

JAH:kmc

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: 7 PERIOD TO: 1/31/2025 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	\$ (5,440.00)	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 438,593.00	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 438,593.00	
5. RETAINAGE:		
a. % of Completed Work	\$ 0.00	
b. % of Stored Material	\$ 0.00	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)		\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 438,593.00	
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 398,333.70	
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$ 40,259.30	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 0.00	
(Line 3 minus Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 7,840.00	\$ 13,280.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 7,840.00	\$ 13,280.00
NET CHANGES by Change Order	\$	(5,440.00)

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010711ACD04

CONTRACTOR:

By: Ruby Paul

State of: Kentucky

County of: Campbell

Subscribed and sworn to before

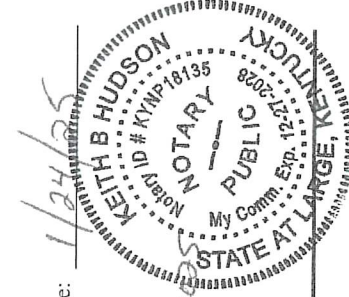
me this

Notary Public: 1/23/28

My commission expires: 12/27/28

Date: 1/24/25

day of January, 2025



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 \$ 40,259.30
(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: Robert Ehmet Hayes & Associates, PLLC

By: Joseph Hayes Date: 1/27/2025

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.



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:

7

APPLICATION DATE:

11/13/2024

PERIOD TO:

11/30/2024

ARCHITECT'S PROJECT NO:

REH #168-523 / BG #23-538

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
1	General Conditions/PM	21,000.00	21,000.00	0.00	0.00	21,000.00	100%	0.00	0.00
2	Mobilization	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
3	Submittals	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
4	Permits	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
5	Bond	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
7	Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
8	PVF Labor	70,000.00	70,000.00	0.00	0.00	70,000.00	100%	0.00	0.00
9	PVF Material	60,133.00	60,133.00	0.00	0.00	60,133.00	100%	0.00	0.00
10	Chiller Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
11	Pumps Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100%	0.00	0.00
12	Pumps Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
13	VFDs Labor	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
14	VFDs Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
15	Hydronic Specialties Labor	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	0.00
16	Hydronic Specialties Material	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
17	Rigging	12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	0.00
18	General Trades Labor	24,600.00	24,600.00	0.00	0.00	24,600.00	100%	0.00	0.00
19	General Trades Material	5,700.00	5,700.00	0.00	0.00	5,700.00	100%	0.00	0.00
20	Excavation/Backfill Labor	11,500.00	11,500.00	0.00	0.00	11,500.00	100%	0.00	0.00
21	Excavation/Backfill Material	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	0.00
22	Housekeeping Pads Labor	4,800.00	4,800.00	0.00	0.00	4,800.00	100%	0.00	0.00
23	Housekeeping Pads Material	6,400.00	6,400.00	0.00	0.00	6,400.00	100%	0.00	0.00
24	Insulation Labor	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
25	Insulation Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
GRAND TOTAL									

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G703™-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: 7
APPLICATION DATE: 11/13/2024
PERIOD TO: 11/30/2024
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)						
26	Controls Labor	16,400.00	16,400.00		0.00	0.00	16,400.00	0.00	0.00
27	Controls Material	8,500.00	8,500.00		0.00	0.00	8,500.00	0.00	0.00
28	Electrical Mobilization/GC/Permits	4,400.00	4,400.00		0.00	0.00	4,400.00	0.00	0.00
29	EC Raceways, Boxes, Fittings Labor	14,000.00	14,000.00		0.00	0.00	14,000.00	0.00	0.00
30	EC Raceways, Boxes, Fittings Material	12,000.00	12,000.00		0.00	0.00	12,000.00	0.00	0.00
31	EC Wire, Connections Labor	18,000.00	18,000.00		0.00	0.00	18,000.00	0.00	0.00
32	EC Wire, Connections Material	32,000.00	32,000.00		0.00	0.00	32,000.00	0.00	0.00
33	EC Heat Tracing Labor	500.00	500.00		0.00	0.00	500.00	0.00	0.00
34	EC Heat Tracing Material	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
35	Chemical Treatment L&M	5,500.00	5,500.00		0.00	0.00	5,500.00	0.00	0.00
36	Testing & Balance	1,000.00	1,000.00		0.00	0.00	1,000.00	0.00	0.00
37	Closeout	3,000.00	3,000.00		0.00	0.00	3,000.00	0.00	0.00
38	Change Order #1	(9,280.00)	(9,280.00)		0.00	0.00	(9,280.00)	0.00	0.00
39	Change Order #2	7,840.00	7,840.00		0.00	0.00	7,840.00	0.00	0.00
40	Change Order #3	(4,000.00)	0.00		(4,000.00)	0.00	(4,000.00)	0.00	0.00
GRAND TOTAL		438,593.00	442,593.00		(4,000.00)	0.00	438,593.00	0.00	0.00

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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 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 Materials are 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

All Subcontractors are paid in full.

Conditional Lien Waiver

Upon receipt by Contractor of a check in the amount of \$ 40,259.30 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, 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.

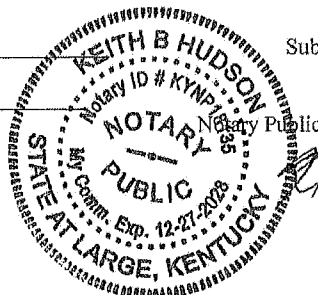
Signature

Randy Hudson

State of: KENTUCKY

Subscribed & sworn to before me this 24th day of Jan, 2025

County of: CAMPBELL





AIA Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Lincoln Elementary Cooling Tower Replacement - Athletic Complex, Bid Package 1	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: <i>(Name and address)</i> Dayton Independent Board of Education 200 Clay St Dayton, KY 41074-1257	CONTRACT FOR:	ARCHITECT: ☐
	CONTRACT DATED:	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)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

, SURETY,

on bond of
(Insert name and address of Contractor)

Hudson Piping Inc. ET AL
836 Walnut St
Dayton, KY 41074-1467

, 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 St
Dayton, KY 41074-1257

, OWNER,

as set forth in said Surety's bond.

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

West Bend Insurance Company

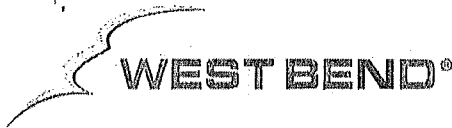
(Surety)

(Signature of authorized representative)

James Michael Tucker, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



Bond No. 2556254

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James Michael Tucker

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

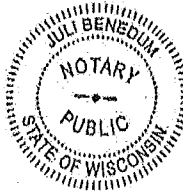
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 2nd day of October, 2023



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	☐
ARCHITECT	☒
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074-1257

ARCHITECT'S PROJECT NO.:

REH #168-523 / BG #23-538

CONTRACT FOR:

Chiller Replacement

PROJECT:

(Name and address)

Dayton Independent Schools Athletic
Complex - Lincoln Chiller Replacement
701 5th Avenue
Dayton, KY 41074

CONTRACT DATED:

September 28, 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:

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)

Hudson Piping Inc.
836 Walnut Street
Dayton, KY 41074

BY:

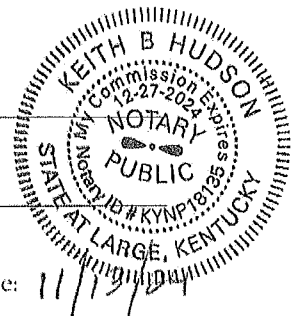

(Signature of authorized representative)

Randy Hudson, V.P.
(Printed name and title)

Subscribed and sworn to before me on this date: 11/13/24

Notary Public:

My Commission Expires: 12/27/24



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G706—1994

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

Dayton Independent Board of Education
200 Clay Street
Dayton, KY 41074-1257

ARCHITECT'S PROJECT NO.:

REH #168-523 / BG #23-538

CONTRACT FOR:

Chiller Replacement

PROJECT:

(Name and address)

Dayton Independent Schools Athletic
Complex – Lincoln Chiller Replacement
701 5th Avenue
Dayton, KY 41074

CONTRACT DATED:

September 28, 2023

STATE OF: Kentucky
COUNTY OF: Campbell

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:

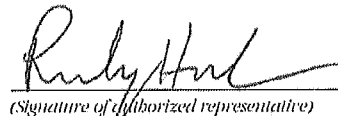
SUPPORTING DOCUMENTS ATTACHED HERETO:

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)

Hudson Piping Inc.
836 Walnut Street
Dayton, KY 41074

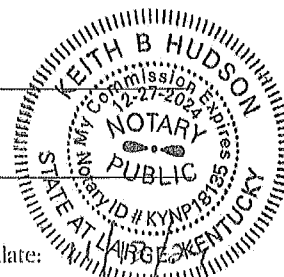
BY:



(Signature of authorized representative)

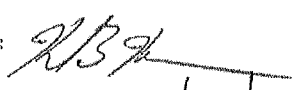
Randy Hudson, V.P.

(Printed name and title)



Subscribed and sworn to before me on this date:

Notary Public:



My Commission Expires:

12/27/24



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G706A—1994