

ROBERT EHMET HAYES & ASSOCIATES, PLLC

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ARCHITECTS

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ROBERT EHMET HAYES (1961-2009)

MICHAEL BRENT BISHOP

R. EHMET HAYES

JOSEPH AHRENS HAYES

RYAN THOMAS FICKE

October 31, 2018

Via USPS

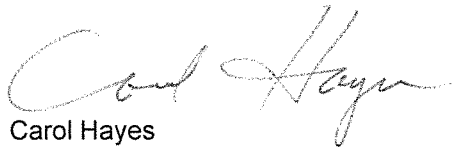
Mrs. Amy Razor, Executive Director
Northern Kentucky Cooperative for Educational Services
5516 East Alexandria Pike,
Cold Spring, Kentucky 41076

Re: Northern Kentucky Cooperative for Educational Services – Interior Renovations
REH # 325-1216

Dear Mrs. Razor:

Enclosed is Application and Certification for Payment No. 3 from Graybach on referenced project. If this application is acceptable to you, please make payment directly to Graybach.

Sincerely,



Carol Hayes

CH:czh

c: Jon Stratton

AIA[®] Document G702[™] - 1992

Application and Certificate for Payment

TO OWNER: Northern KY Co-Operative
5516 East Alexandria Pk
Cold Spring, KY 41076
FROM CONTRACTOR: Graybach, LLC
2416 Central Pkwy
Cincinnati, OH 45214

PROJECT: NKCES Renovation
5516 East Alexandria Pike
Cold Spring, KY 41076
VIA ARCHITECT:

APPLICATION NO: 3
PERIOD TO: 10/25/2018
CONTRACT FOR: NKCES Renovation
CONTRACT DATE: 7/26/2018
PROJECT NOS: 0193

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 \$ 294,139.00

2. NET CHANGE BY CHANGE ORDERS \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 294,139.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 219,175.10

5. RETAINAGE:
a. 6.25 % of Completed Work \$ 14,706.95
(Columns D + E on G703)
b. 0 % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 14,706.95

6. TOTAL EARNED LESS RETAINAGE \$ 204,468.15
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 157,938.21
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 46,529.94

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 89,670.85
(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	\$ 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.

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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: Graybach, LLC
By: 
Date: 10/25/18
State of: OH
County of: Hamilton

Subscribed and sworn to before me this
of Oct. 2018
Notary Public: Erica Grace
My commission expires: 09-12-2048
Notary Public, State of Ohio
My Commission Expires 09-12-2048

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 \$ 46,529.94
(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: 
Date: 10-26-18

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

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	01 - M: Bond	2,989.00	2,989.00	0.00	0.00	2,989.00	100	0.00	200.57
2	02 - M: Insurance	300.00	300.00	0.00	0.00	300.00	100	0.00	20.13
3	03 - L: General Conditions	13,100.00	6,550.00	2,620.00	0.00	9,170.00	70	3,930.00	615.32
4	03 - M: General Conditions	3,711.00	1,855.50	742.20	0.00	2,597.70	70	1,113.30	174.31
5	24 - L: Project Coordination	2,000.00	1,000.00	400.00	0.00	1,400.00	70	600.00	93.94
6	04 - M: Mobilization	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	67.10
7	05 - M: Close-Out Items	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
8	06 - L: Management	12,340.00	6,170.00	2,468.00	0.00	8,638.00	70	3,702.00	579.62
9	07 - L: Demolition	7,150.00	7,150.00	0.00	0.00	7,150.00	100	0.00	479.77
10	08 - M: Masonry	6,600.00	6,600.00	0.00	0.00	6,600.00	100	0.00	442.87
11	08 - L: Masonry	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	738.12
12	09 - M: Metals	420.00	420.00	0.00	0.00	420.00	100	0.00	28.18
13	09 - L: Metals	150.00	150.00	0.00	0.00	150.00	100	0.00	10.07
14	10 - M: Casework	1,050.00	630.00	420.00	0.00	1,050.00	100	0.00	70.45
15	10 - L: Casework	1,709.00	1,025.40	0.00	0.00	1,025.40	60	683.60	68.81
16	11 - M: Thermal Protection	500.00	500.00	0.00	0.00	500.00	100	0.00	33.55
17	11 - L: Thermal Protection	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	134.20
18	12 - M: Aluminum Storefront and Glazing	14,000.00	8,400.00	5,600.00	0.00	14,000.00	100	0.00	939.42
19	12 - L: Aluminum Storefront and Glazing	2,120.00	1,272.00	848.00	0.00	2,120.00	100	0.00	142.26
20	13 - M: Doors/Frames/Hardware	17,500.00	7,000.00	7,000.00	0.00	14,000.00	80	3,500.00	939.42
21	13 - L: Doors/Frames/Hardware	3,500.00	1,400.00	700.00	0.00	2,100.00	60	1,400.00	140.91
22	14 - M: Flooring	16,000.00	4,800.00	11,200.00	0.00	16,000.00	100	0.00	1,073.62
23	14 - L: Flooring	25,500.00	765.00	5,610.00	0.00	6,375.00	25	19,125.00	427.77
24	15 - M: Paint	1,000.00	650.00	150.00	0.00	800.00	80	200.00	53.68
25	15 - L: Paint	7,200.00	4,680.00	1,080.00	0.00	5,760.00	80	1,440.00	386.51
26	16 - M: Drywall Assemblies	4,000.00	3,000.00	800.00	0.00	3,800.00	95	200.00	254.98
27	16 - L: Drywall Assemblies	8,000.00	6,000.00	1,600.00	0.00	7,600.00	95	400.00	509.97
28	17 - M: ACT Ceilings	3,500.00	1,050.00	2,450.00	0.00	3,500.00	100	0.00	234.86
29	17 - L: ACT Ceilings	4,600.00	1,380.00	0.00	0.00	1,380.00	30	3,220.00	92.60
30	18 - M: Toilet Accessories	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	147.62
31	18 - L: Toilet Accessories	200.00	0.00	0.00	0.00	0.00	0	200.00	0.00
32	19 - M: Toilet Compartments	5,000.00	1,500.00	0.00	0.00	1,500.00	30	3,500.00	100.65
33	19 - L: Toilet Compartments	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
34	20 - M: Signage	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
35	20 - L: Signage	100.00	0.00	0.00	0.00	0.00	0	100.00	0.00
36	21 - M: Plumbing	13,300.00	10,640.00	0.00	0.00	10,640.00	80	2,660.00	713.96
37	21 - L: Plumbing	28,000.00	22,400.00	0.00	0.00	22,400.00	80	5,600.00	1,503.07
38	22 - M: Mechanical	4,000.00	3,200.00	0.00	0.00	3,200.00	80	800.00	214.73
39	22 - L: Mechanical	7,300.00	5,840.00	0.00	0.00	5,840.00	80	1,460.00	391.87
40	23 - M: Electrical	20,000.00	14,000.00	0.00	0.00	14,000.00	70	6,000.00	939.42
41	23 - L: Electrical	37,100.00	25,970.00	0.00	0.00	25,970.00	70	11,130.00	1,742.62
	Totals	294,139.00	175,486.90	43,688.20	0.00	219,175.10	75	74,963.90	14,706.95

AFFIDAVIT OF CONTRACTOR

Cincinnati, Ohio, October 25th, 2018

STATE OF OHIO, HAMILTON COUNTY, ss:

Pete Subach being first duly sworn, says that he is Member of Graybach, LLC

the contractor having a contract with Northern Kentucky Cooperative for Educational Services

the Owner for: Northern Kentucky Cooperative for Educational Services - Renovations situated on the following described property: 5516 East Alexandria Pike, Cold Spring, Kentucky 41076

whereof Northern Kentucky Cooperative for Educational Services was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contract in the employ of said

General Contractor giving the amount, if any which is due, or to become due, to them, or any of them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

SUBCONTRACTORS

Name	Trade	Amount due or to become due for work and material furnished to date hereof.
N/A		

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel to giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

Name	Trade	Amount due or to become due for work and material furnished to date hereof.
All Material Men Paid in Full		

Said Affiant further says that the following shows that names of every unpaid laborer in the employ of

Graybach, LLC furnishing labor under said contract, giving the amount, if any, which is due or to become due for labor done to date hereof: 10.25.18

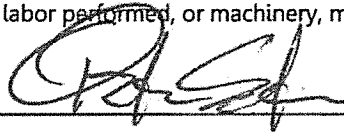
NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

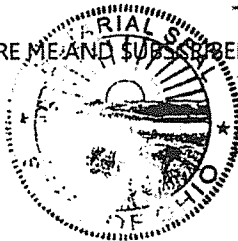
Name	Trade	Amount due or to become due for work and material furnished to date hereof.
Every Laborer paid in full		

That the amounts due or to become due to said subcontractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to October 25, 2018, \$46,529.94 is fully and correctly set forth opposite their names, respectively, in the aforesaid statement, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that Graybach, LLC has not employed or purchased or procured machinery, material or fuel from, or subcontracted with any person, firm or corporation, other than those above mentioned, and owed for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

 , MEMBER

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENT, at Hamilton, Ohio, this 25 day of Oct 2018.



Erica Grace
Notary Public, State of Ohio
My Commission Expires 09-13-2019

 Notary Public

**SUBCONTRACTOR / SUPPLIER - WAIVER AND RELEASE
ACKNOWLEDGEMENT OF PAYMENT**

SUBCONTRACTOR / SUPPLIER: Architects Sales, Inc.
CONTRACTOR: Graybach, LLC
OWNER: Northern KY Co-Operative
PROJECT: NKCES Renovation
PROJECT ADDRESS: 5516 East Alexandria Pike
Cold Spring, KY 41076

Invoice Number	Invoice Date	Description	Amount
261332	8/28/2018		187.00
261332	8/28/2018		2,036.00

For a valuable consideration (in the amount of **\$2,223.00**), the receipt of which is hereby acknowledged:

1. Effective upon receipt from "CONTRACTOR" of the amount stated to be due in said Request for Payment or such lesser amount as "CONTRACTOR" may acknowledge to be due in accordance with the provision of the CONTRACT, "SUBCONTRACTOR / SUPPLIER" does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which "SUBCONTRACTOR / SUPPLIER" ever had, has or may have, and does release the "CONTRACTOR" and "OWNER" from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by "SUBCONTRACTOR / SUPPLIER" to or for the "PROJECT" under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. "SUBCONTRACTOR / SUPPLIER" further represents and certifies that no lien has been filed against the PROPERTY by "SUBCONTRACTOR / SUPPLIER" or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the "PROJECT" under the CONTRACT, and the "SUBCONTRACTOR / SUPPLIER" has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the "PROJECT" under the CONTRACT.

3. "SUBCONTRACTOR / SUPPLIER" authorizes "CONTRACTOR" to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal

hereto this 15th day of October, 2018.

Name of SUBCONTRACTOR / SUPPLIER: Architects Sales, Inc.

By: [Signature]
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned

this 15th day of Oct, 2018.

Patty Livingston

Notary Public



Patty Livingston
Notary Public, State of Ohio
My Commission Expires 12-05-2016

Remit to: Graybach, LLC, 2416 Central Pkwy., Cincinnati OH 45214 Attn: Erica Grace

**SUBCONTRACTOR / SUPPLIER – WAIVER AND RELEASE
ACKNOWLEDGEMENT OF PAYMENT**

SUBCONTRACTOR / SUPPLIER: **Siemers, LLC**
CONTRACTOR: **Graybach, LLC**
OWNER: **Northern KY Co-Operative**
PROJECT: **NKCES Renovation**
PROJECT ADDRESS: **5516 East Alexandria Pike**
Cold Spring, KY 41076

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
1066	8/27/2018		4,225.00

For a valuable consideration (in the amount of **\$4,225.00**), the receipt of which is hereby acknowledged:

1. Effective upon receipt from "CONTRACTOR" of the amount stated to be due in said Request for Payment or such lesser amount as "CONTRACTOR" may acknowledge to be due in accordance with the provision of the CONTRACT, "SUBCONTRACTOR / SUPPLIER" does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which "SUBCONTRACTOR / SUPPLIER" ever had, has or may have, and does release the "CONTRACTOR" and "OWNER" from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by "SUBCONTRACTOR / SUPPLIER" to or for the "PROJECT" under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. "SUBCONTRACTOR / SUPPLIER" further represents and certifies that no lien has been filed against the PROPERTY by "SUBCONTRACTOR / SUPPLIER" or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the "PROJECT" under the CONTRACT, and the "SUBCONTRACTOR / SUPPLIER" has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the "PROJECT" under the CONTRACT.

3. "SUBCONTRACTOR / SUPPLIER" authorizes "CONTRACTOR" to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal

hereto this 27 day of Sept, 20 18.

Name of SUBCONTRACTOR / SUPPLIER: SIEMERS, LLC

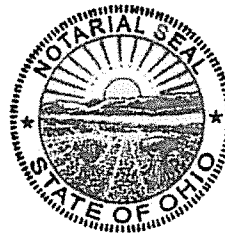
By: [Signature] CO-OWNER
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned

(Seal)

this 27 day of Sept., 20 18.

[Signature]
Notary Public



JONATHAN LUTZ
Notary Public, State of Ohio
My Commission Expires 02-13-2022

Remit to: Graybach, LLC, 2416 Central Pkwy., Cincinnati OH 45214 Attn: Erica Grace