



**ROBERT EHMET HAYES & ASSOCIATES, PLLC**

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

September 19, 2024

VIA EMAIL

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

Re: Dayton Independent School – Athletic Complex  
Bid Package #2 – Stadium  
BG #23-538 / REH #168-523

Enclosures: 1. Application and Certificate for Payment No. 4 submitted by Graybach, LLC.

Action

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

\_\_\_\_\_  
Joe Hayes

JAH:kmc

A handwritten signature in green ink, appearing to be 'Joe Hayes', written over a horizontal line.



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** Dayton Ind. Board of Education  
200 Clay Street  
Dayton, KY 41074  
**FROM CONTRACTOR:** Graybach, LLC  
2416 Central Pkwy  
Cincinnati, OH 45214

**PROJECT:** Dayton, Ky Athletic Complex  
200 Greendevil Lane  
Dayton, KY 41074  
VIA ARCHITECT: Robert Ehmet Hayes & Associate  
2512 Dixie Highway  
Fort Mitchell, KY 41017

**APPLICATION NO:** 4  
**PERIOD TO:** 9/18/2024  
**CONTRACT FOR:** Dayton, Ky Athletic Complex  
**CONTRACT DATE:** 3/5/2024  
**PROJECT NOS:** 0317 / /  
**REH # 168-523 / Bl # 23-536**

**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.

- ORIGINAL CONTRACT SUM ..... \$ 8,619,830.00
  - NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
  - CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 8,619,830.00
  - TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 2,333,628.07
  - RETAINAGE:
    - % of Completed Work (Columns D + E on G703) ..... \$ 233,362.84
    - % of Stored Material (Column F on G703) ..... \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 233,362.84
- TOTAL EARNED LESS RETAINAGE ..... \$ 2,100,265.23  
(Line 4 minus Line 5 Total)
  - LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 1,621,577.26  
(Line 6 from prior Certificate)
  - CURRENT PAYMENT DUE ..... \$ 478,687.97
  - BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 6,519,564.77  
(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	\$ 0.00

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:** [Signature] Date: 9/18/24  
**State of:** OH  
**County of:** Hamilton  
**Subscribed and sworn to before me this** 16th day of September 2024

**Notary Public:** Cari Vanderbilt  
**My commission expires:** 12/15/2025

STATE OF OHIO  
NOTARY PUBLIC  
CARI VANDERBILT-SHIFFLET  
Notary Public  
State of Ohio  
My Comm. Expires  
December 15, 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** ..... \$ 478,687.97  
(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: 9/19/2024

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.

**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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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	General Conditions	588,247.00	125,802.02	41,934.00	0.00	167,736.02	29	420,510.98	16,773.60
2	Bond	69,585.00	69,585.00	0.00	0.00	69,585.00	100	0.00	6,958.50
3	Bullder's Risk	12,575.00	12,575.00	0.00	0.00	12,575.00	100	0.00	1,257.50
4	Final Clean	18,550.00	0.00	0.00	0.00	0.00	0	18,550.00	0.00
5	Surveying	63,600.00	15,900.00	6,360.00	0.00	22,260.00	35	41,340.00	2,226.00
6	Demolition, Setup and SWPPP	166,933.00	166,933.00	0.00	0.00	166,933.00	100	0.00	16,693.30
7	Excavation	285,504.00	228,403.20	14,275.20	0.00	242,678.40	85	42,825.60	24,267.84
8	Sanitary Material	35,545.00	35,545.00	0.00	0.00	35,545.00	100	0.00	3,554.50
9	Sanitary Labor	36,079.00	28,863.20	0.00	0.00	28,863.20	80	7,215.80	2,886.32
10	Gas	14,734.00	0.00	0.00	0.00	0.00	0	14,734.00	0.00
11	Storm Material	223,491.00	111,745.50	0.00	0.00	111,745.50	50	111,745.50	11,174.55
12	Storm Labor	225,484.00	90,193.60	0.00	0.00	90,193.60	40	135,290.40	9,019.36
13	Water	19,231.00	0.00	0.00	0.00	0.00	0	19,231.00	0.00
14	Lime Stabilization	96,990.00	0.00	0.00	0.00	0.00	0	96,990.00	0.00
15	TER/Foundation Backfill	21,962.00	0.00	0.00	0.00	0.00	0	21,962.00	0.00
16	Retaining Wall Backfill	28,641.00	0.00	0.00	0.00	0.00	0	28,641.00	0.00
17	15" 5's installed including geogrid labor	240,222.00	0.00	0.00	0.00	0.00	0	240,222.00	0.00
18	Geogrid (material ony)	27,071.00	0.00	0.00	0.00	0.00	0	27,071.00	0.00
19	Asphalt - Material	51,663.00	0.00	0.00	0.00	0.00	0	51,663.00	0.00
20	Asphalt - Labor	22,141.00	0.00	0.00	0.00	0.00	0	22,141.00	0.00
21	Asphalt Parking Lot - Material	55,077.00	0.00	0.00	0.00	0.00	0	55,077.00	0.00
22	Asphalt Parking Lot - Labor	23,604.00	0.00	0.00	0.00	0.00	0	23,604.00	0.00
23	Curbs - Greendevil Subcontract	14,700.00	0.00	0.00	0.00	0.00	0	14,700.00	0.00
24	Ground Improvements - Material	388,625.00	291,468.75	38,862.50	0.00	330,331.25	85	58,293.75	33,033.13
25	Ground Improvements - Labor	257,968.00	193,476.00	25,796.80	0.00	219,272.80	85	38,695.20	21,927.28
26	Decorative Steel Fence - Material	147,246.00	0.00	0.00	0.00	0.00	0	147,246.00	0.00
27	Decorative Steel Fence - Labor	56,547.00	0.00	0.00	0.00	0.00	0	56,547.00	0.00
28	Vinyl Privacy Fence - Material	15,944.00	0.00	0.00	0.00	0.00	0	15,944.00	0.00
29	Vinyl Privacy Fence - Labor	5,473.00	0.00	0.00	0.00	0.00	0	5,473.00	0.00
30	Fencing - ADA Rails with Raili	78,750.00	0.00	0.00	0.00	0.00	0	78,750.00	0.00
31	Synthetic Turf at Tiered Wall	33,359.00	0.00	0.00	0.00	0.00	0	33,359.00	0.00
32	Pre-Construction/Planning/Submittals	12,959.00	12,959.00	0.00	0.00	12,959.00	100	0.00	1,295.90
33	Mobilization	10,874.00	10,874.00	0.00	0.00	10,874.00	100	0.00	1,087.40
34	Building Rebar Fab/Delivery-Material	19,666.00	19,666.00	0.00	0.00	19,666.00	100	0.00	1,966.60
35	Field House Cont. Footing-Labor	24,520.00	12,260.00	12,260.00	0.00	24,520.00	100	0.00	2,452.00
36	Field House Cont. Footing-Material	33,525.00	0.00	33,525.00	0.00	33,525.00	100	0.00	3,352.50
37	Concessions Cont. Footing-Labor	23,304.00	11,652.00	11,652.00	0.00	23,304.00	100	0.00	2,330.40
38	Concessions Cont. Footing-Material	31,066.00	0.00	31,066.00	0.00	31,066.00	100	0.00	3,106.60
39	Ticket Booth Cont. Footing-Labor	455.00	0.00	0.00	0.00	0.00	0	455.00	0.00
40	Ticket Booth Cont. Footing-Material	1,051.00	0.00	0.00	0.00	0.00	0	1,051.00	0.00
41	Field House Spread Footing-Labor	24,417.00	12,208.50	12,208.50	0.00	24,417.00	100	0.00	2,441.70
42	Field House Spread Footing-Material	27,711.00	0.00	27,711.00	0.00	27,711.00	100	0.00	2,771.10
43	Field House Foundation Wall-Labor	64,848.00	0.00	19,454.40	0.00	19,454.40	30	45,393.60	1,945.44
44	Field House Foundation Wall-Material	66,689.00	0.00	20,006.70	0.00	20,006.70	30	46,682.30	2,000.67
45	Field House Pemb Piers-Labor	2,472.00	0.00	0.00	0.00	0.00	0	2,472.00	0.00
46	Field House Pemb Piers-Material	3,023.00	0.00	0.00	0.00	0.00	0	3,023.00	0.00
47	Field House Slab On Grade-Labor	24,643.00	0.00	0.00	0.00	0.00	0	24,643.00	0.00
48	Field House Slab On Grade-Material	49,757.00	0.00	0.00	0.00	0.00	0	49,757.00	0.00
49	Concessions Slab On Grade-Labor	4,547.00	0.00	0.00	0.00	0.00	0	4,547.00	0.00
50	Concessions Slab On Grade Material	9,182.00	0.00	0.00	0.00	0.00	0	9,182.00	0.00
51	Ticket Booth Slab On Grade-Labor	1,467.00	0.00	0.00	0.00	0.00	0	1,467.00	0.00
52	Ticket Booth Slab On Grade-Material	2,962.00	0.00	0.00	0.00	0.00	0	2,962.00	0.00
53	Field House Slab On Metal Deck-Labor	2,128.00	0.00	0.00	0.00	0.00	0	2,128.00	0.00
54	Field House Slab On Metal Deck-Material	2,398.00	0.00	0.00	0.00	0.00	0	2,398.00	0.00
55	Press Box Slab On Metal Deck-Labor	1,146.00	0.00	0.00	0.00	0.00	0	1,146.00	0.00
56	Press Box Slab On Metal Deck-Material	1,291.00	0.00	0.00	0.00	0.00	0	1,291.00	0.00

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	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
57	Field House Pan Stair Infills-Labor	2,345.00	0.00	0.00	0.00	0.00	0	2,345.00	0.00
58	Field House Pan Stair Infills-Material	164.00	0.00	0.00	0.00	0.00	0	164.00	0.00
59	Site Ftg/Wall Rebar Fab/Delivery-Material	28,815.00	28,815.00	0.00	0.00	28,815.00	100	0.00	2,881.50
60	Perimeter Field Cont. Footings-Labor	102,268.00	92,041.20	10,226.80	0.00	102,268.00	100	0.00	10,226.80
61	Perimeter Field Cont. Footings-Material	181,623.00	163,460.70	18,162.30	0.00	181,623.00	100	0.00	18,162.30
62	Radius Planter/Seat Wall Cont. Footings-Labor	967.00	0.00	0.00	0.00	0.00	0	967.00	0.00
63	Radius Planter/Seat Wall Cont. Footings-Material	2,415.00	0.00	0.00	0.00	0.00	0	2,415.00	0.00
64	Monument Sign Cont. Footings-Labor	273.00	0.00	0.00	0.00	0.00	0	273.00	0.00
65	Monument Sign Cont. Footings-Material	684.00	0.00	0.00	0.00	0.00	0	684.00	0.00
66	Dumpster Enclosure Cont. Footings-Labor	612.00	0.00	0.00	0.00	0.00	0	612.00	0.00
67	Dumpster Enclosure Cont. Footings-Material	1,530.00	0.00	0.00	0.00	0.00	0	1,530.00	0.00
68	Ramp Cont. Footing-Labor	1,177.00	0.00	0.00	0.00	0.00	0	1,177.00	0.00
69	Ramp Cont. Footing-Material	2,940.00	0.00	0.00	0.00	0.00	0	2,940.00	0.00
70	Perimeter Field Site Spread Footings-Labor	2,595.00	2,595.00	0.00	0.00	2,595.00	100	0.00	259.50
71	Perimeter Field Site Spread Footings-Material	4,462.00	4,462.00	0.00	0.00	4,462.00	100	0.00	446.20
72	West Main Entrance Site Spread Footings-Labor	2,596.00	0.00	0.00	0.00	0.00	0	2,596.00	0.00
73	West Main Entrance Site Spread Footings-Material	4,462.00	0.00	0.00	0.00	0.00	0	4,462.00	0.00
74	East Main Entrance Site Spread Footings-Labor	2,596.00	1,298.00	0.00	0.00	1,298.00	50	1,298.00	129.80
75	East Main Entrance Site Spread Footings-Material	4,462.00	2,231.00	0.00	0.00	2,231.00	50	2,231.00	223.10
76	Perimeter Field Walls Labor	144,788.00	14,478.80	57,915.20	0.00	72,394.00	50	72,394.00	7,239.40
77	Perimeter Field Walls Material	129,074.00	12,907.40	51,629.60	0.00	64,537.00	50	64,537.00	6,453.70
78	Radius Planter/Seat Wall Labor	2,825.00	0.00	0.00	0.00	0.00	0	2,825.00	0.00
79	Radius Planter/Seat Wall Material	2,142.00	0.00	0.00	0.00	0.00	0	2,142.00	0.00
80	Monument Sign Wall Labor	416.00	0.00	0.00	0.00	0.00	0	416.00	0.00
81	Monument Sign Wall Material	321.00	0.00	0.00	0.00	0.00	0	321.00	0.00
82	Dumpster Enclosure Wall Labor	1,161.00	0.00	0.00	0.00	0.00	0	1,161.00	0.00
83	Dumpster Enclosure Wall Material	893.00	0.00	0.00	0.00	0.00	0	893.00	0.00
84	Ramp Wall Labor	1,965.00	0.00	0.00	0.00	0.00	0	1,965.00	0.00
85	Ramp Wall Material	1,510.00	0.00	0.00	0.00	0.00	0	1,510.00	0.00
86	Perimeter Field Flagpole Piers/Wall Labor	9,466.00	0.00	0.00	0.00	0.00	0	9,466.00	0.00
87	Perimeter Field Flagpole Piers/Wall Material	8,970.00	0.00	0.00	0.00	0.00	0	8,970.00	0.00
88	West Entrance Flagpole Piers/Wall Labor	6,009.00	0.00	0.00	0.00	0.00	0	6,009.00	0.00
89	West Entrance Flagpole Piers/Wall Material	5,011.00	0.00	0.00	0.00	0.00	0	5,011.00	0.00
90	East Entrance Flagpole Piers/Wall Labor	7,511.00	0.00	0.00	0.00	0.00	0	7,511.00	0.00
91	East Entrance Flagpole Piers/Wall Material	6,262.00	0.00	0.00	0.00	0.00	0	6,262.00	0.00
92	Base Bid Standard Sidewalk-Labor	83,241.00	0.00	0.00	0.00	0.00	0	83,241.00	0.00
93	Base Bid Standard Sidewalk-Material	125,623.00	0.00	0.00	0.00	0.00	0	125,623.00	0.00
94	Base Bid Int. Color Sidewalk-Labor	11,956.00	0.00	0.00	0.00	0.00	0	11,956.00	0.00
95	Base Bid Int. Color Sidewalk-Material	20,370.00	0.00	0.00	0.00	0.00	0	20,370.00	0.00
96	Alternate #1 Sidewalk-Labor	1,959.00	0.00	0.00	0.00	0.00	0	1,959.00	0.00
97	Alternate #1 Sidewalk-Material	2,959.00	0.00	0.00	0.00	0.00	0	2,959.00	0.00
98	Alternate #2 Sidewalk-Labor	3,527.00	0.00	0.00	0.00	0.00	0	3,527.00	0.00
99	Alternate #2 Sidewalk-Material	5,324.00	0.00	0.00	0.00	0.00	0	5,324.00	0.00
100	Ramp Sidewalk To Lincoln Elem.-Labor	1,709.00	0.00	0.00	0.00	0.00	0	1,709.00	0.00
101	Ramp Sidewalk To Lincoln Elem.-Material	2,277.00	0.00	0.00	0.00	0.00	0	2,277.00	0.00



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					
102	Stairs On Grade At Seating Walls-Labor	6,595.00	0.00	0.00	0.00	0.00	0	6,595.00	0.00
103	Stairs On Grade At Seating Walls-Material	3,099.00	0.00	0.00	0.00	0.00	0	3,099.00	0.00
104	Stairs On Grade At Perimeter Of Field-Labor	3,111.00	0.00	0.00	0.00	0.00	0	3,111.00	0.00
105	Stairs On Grade At Perimeter Of Field-Material	1,561.00	0.00	0.00	0.00	0.00	0	1,561.00	0.00
106	Paving Under Bleacher-Labor	10,540.00	0.00	0.00	0.00	0.00	0	10,540.00	0.00
107	Paving Under Bleacher-Material	25,610.00	0.00	0.00	0.00	0.00	0	25,610.00	0.00
108	Dumpster Concrete Paving-Labor	1,249.00	0.00	0.00	0.00	0.00	0	1,249.00	0.00
109	Dumpster Concrete Paving-Material	2,283.00	0.00	0.00	0.00	0.00	0	2,283.00	0.00
110	Track Base-Labor	7,245.00	0.00	0.00	0.00	0.00	0	7,245.00	0.00
111	Track Base-Material	16,566.00	0.00	0.00	0.00	0.00	0	16,566.00	0.00
112	Standard Vertical Curb-Greendevil Lane-Labor	4,157.00	0.00	0.00	0.00	0.00	0	4,157.00	0.00
113	Standard Vertical Curb-Greendevil Lane-Material	2,268.00	0.00	0.00	0.00	0.00	0	2,268.00	0.00
114	Alternate #1 Standard Vertical Curb-Labor	10,039.00	0.00	0.00	0.00	0.00	0	10,039.00	0.00
115	Alternate #1 Standard Vertical Curb-Material	5,477.00	0.00	0.00	0.00	0.00	0	5,477.00	0.00
116	Curb Between Track & Field-Labor	4,781.00	0.00	0.00	0.00	0.00	0	4,781.00	0.00
117	Curb Between Track & Field-Material	2,219.00	0.00	0.00	0.00	0.00	0	2,219.00	0.00
118	Concrete Tiered Seating Curb-Labor	71,158.00	0.00	0.00	0.00	0.00	0	71,158.00	0.00
119	Concrete Tiered Seating Curb-Material	76,669.00	0.00	0.00	0.00	0.00	0	76,669.00	0.00
120	Field Goal Post Foundation-Labor	2,150.00	0.00	0.00	0.00	0.00	0	2,150.00	0.00
121	Field Goal Post Foundation-Material	2,842.00	0.00	0.00	0.00	0.00	0	2,842.00	0.00
122	Discus Throwing Pad-Labor	1,744.00	0.00	0.00	0.00	0.00	0	1,744.00	0.00
123	Discus Throwing Pad-Material	1,173.00	0.00	0.00	0.00	0.00	0	1,173.00	0.00
124	Discus Net Post Foundation-Labor	2,150.00	0.00	0.00	0.00	0.00	0	2,150.00	0.00
125	Discus Net Post Foundation-Material	2,842.00	0.00	0.00	0.00	0.00	0	2,842.00	0.00
126	Masonry - Concession Bldg - Material	149,625.00	0.00	7,481.25	0.00	7,481.25	5	142,143.75	748.13
127	Masonry - Concession Bldg - Labor	127,995.00	0.00	6,399.75	0.00	6,399.75	5	121,595.25	639.98
128	Masonry - Fieldhouse - Material	73,815.00	0.00	3,690.75	0.00	3,690.75	5	70,124.25	369.08
129	Masonry - Fieldhouse - Labor	58,905.00	0.00	2,945.25	0.00	2,945.25	5	55,959.75	294.53
130	Masonry - Ticket Booth - Material	7,875.00	0.00	0.00	0.00	0.00	0	7,875.00	0.00
131	Masonry - Ticket Booth - Labor	6,300.00	0.00	0.00	0.00	0.00	0	6,300.00	0.00
132	Masonry - Site Walls - Material	106,785.00	0.00	0.00	0.00	0.00	0	106,785.00	0.00
133	Masonry - Site Walls - Labor	123,480.00	0.00	0.00	0.00	0.00	0	123,480.00	0.00
134	Masonry - Limestone - Material	167,055.00	0.00	25,058.25	0.00	25,058.25	15	141,996.75	2,505.83
135	Joist & Deck - Material	27,300.00	0.00	0.00	0.00	0.00	0	27,300.00	0.00
136	Steel - Material	21,431.00	0.00	0.00	0.00	0.00	0	21,431.00	0.00
137	Steel - Labor	36,383.00	0.00	0.00	0.00	0.00	0	36,383.00	0.00
138	Misc. Steel - Material	12,059.00	0.00	0.00	0.00	0.00	0	12,059.00	0.00
139	Misc. Steel - Labor	8,038.00	0.00	0.00	0.00	0.00	0	8,038.00	0.00
140	Entry Gates - Material	24,570.00	0.00	0.00	0.00	0.00	0	24,570.00	0.00
141	Entry Gates - Labor	8,190.00	0.00	0.00	0.00	0.00	0	8,190.00	0.00
142	Casework - Material	9,461.00	0.00	0.00	0.00	0.00	0	9,461.00	0.00
143	Casework - Labor	3,465.00	0.00	0.00	0.00	0.00	0	3,465.00	0.00
144	Rough Carpentry - Material	15,120.00	0.00	0.00	0.00	0.00	0	15,120.00	0.00
145	Rough Carpentry - Labor	15,120.00	0.00	0.00	0.00	0.00	0	15,120.00	0.00
146	Roofing - Material	164,283.00	0.00	0.00	0.00	0.00	0	164,283.00	0.00
147	Roofing - Labor	109,522.00	0.00	0.00	0.00	0.00	0	109,522.00	0.00
148	Joint Sealant - Material	9,450.00	0.00	0.00	0.00	0.00	0	9,450.00	0.00
149	Joint Sealant - Labor	6,300.00	0.00	0.00	0.00	0.00	0	6,300.00	0.00
150	FAAB - Material	20,774.00	0.00	0.00	0.00	0.00	0	20,774.00	0.00
151	FAAB - Labor	13,850.00	0.00	0.00	0.00	0.00	0	13,850.00	0.00
152	Waterproofing - Material	23,310.00	0.00	0.00	0.00	0.00	0	23,310.00	0.00
153	Waterproofing - Labor	15,540.00	0.00	0.00	0.00	0.00	0	15,540.00	0.00
154	Fire Proofing - Material	8,663.00	0.00	0.00	0.00	0.00	0	8,663.00	0.00
155	Fire Proofing - Labor	5,775.00	0.00	0.00	0.00	0.00	0	5,775.00	0.00
156	Door Supplier - Pre-Installation - Labor	5,670.00	0.00	0.00	0.00	0.00	0	5,670.00	0.00

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					
157	Door Installation - Labor	18,611.00	0.00	0.00	0.00	0.00	0	18,611.00	0.00
158	Aluminum & Glass Shop Drawings	3,478.00	0.00	0.00	0.00	0.00	0	3,478.00	0.00
159	Aluminum & Glass - Aluminum Material	43,387.00	0.00	0.00	0.00	0.00	0	43,387.00	0.00
160	Aluminum & Glass - Glass Material	17,843.00	0.00	0.00	0.00	0.00	0	17,843.00	0.00
161	Aluminum & Glass Windows - Material	13,716.00	0.00	0.00	0.00	0.00	0	13,716.00	0.00
162	Aluminum & Glass Mirrors - Material	3,335.00	0.00	0.00	0.00	0.00	0	3,335.00	0.00
163	Aluminum & Glass Misc. - Materials	1,300.00	0.00	0.00	0.00	0.00	0	1,300.00	0.00
164	Aluminum & Glass - Labor	14,009.00	0.00	0.00	0.00	0.00	0	14,009.00	0.00
165	OH Door - Labor	7,432.00	0.00	0.00	0.00	0.00	0	7,432.00	0.00
166	Drywall and ACT - GC's	26,565.00	0.00	0.00	0.00	0.00	0	26,565.00	0.00
167	Drywall and ACT - Shop Drawings	15,750.00	11,812.50	0.00	0.00	11,812.50	75	3,937.50	1,181.25
168	Fieldhouse CFMF - Material	21,000.00	0.00	0.00	0.00	0.00	0	21,000.00	0.00
169	Fieldhouse CFMF - Labor	24,150.00	0.00	0.00	0.00	0.00	0	24,150.00	0.00
170	Fieldhouse Sheathing - Material	8,505.00	0.00	0.00	0.00	0.00	0	8,505.00	0.00
171	Fieldhouse Sheathing - Labor	8,400.00	0.00	0.00	0.00	0.00	0	8,400.00	0.00
172	Fieldhouse Metal Framing - Material	14,175.00	0.00	0.00	0.00	0.00	0	14,175.00	0.00
173	Fieldhouse Metal Framing - Labor	17,325.00	0.00	0.00	0.00	0.00	0	17,325.00	0.00
174	Fieldhouse Insulation - Material	13,755.00	0.00	0.00	0.00	0.00	0	13,755.00	0.00
175	Fieldhouse Insulation - Labor	9,450.00	0.00	0.00	0.00	0.00	0	9,450.00	0.00
176	Fieldhouse Hang/Tape/Finish - Material	20,895.00	0.00	0.00	0.00	0.00	0	20,895.00	0.00
177	Fieldhouse Hang/Tape/Finish - Labor	32,970.00	0.00	0.00	0.00	0.00	0	32,970.00	0.00
178	Fieldhouse Acoustical Ceiling - Material	3,465.00	0.00	0.00	0.00	0.00	0	3,465.00	0.00
179	Fieldhouse Acoustical Ceiling - Labor	1,575.00	0.00	0.00	0.00	0.00	0	1,575.00	0.00
180	Concession CFMF - Material	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
181	Concession CFMF - Labor	9,266.00	0.00	0.00	0.00	0.00	0	9,266.00	0.00
182	Concession Sheathing - Material	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
183	Concession Sheathing - Labor	2,625.00	0.00	0.00	0.00	0.00	0	2,625.00	0.00
184	Concession Metal Framing - Material	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
185	Concession Metal Framing - Labor	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
186	Concession Hang/Tape/Finish - Material	683.00	0.00	0.00	0.00	0.00	0	683.00	0.00
187	Concession Hang/Tape/Finish - Labor	1,470.00	0.00	0.00	0.00	0.00	0	1,470.00	0.00
188	Concession Acoustical Ceiling - Material	8,610.00	0.00	0.00	0.00	0.00	0	8,610.00	0.00
189	Concession Acoustical Ceiling - Labor	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
190	Ticket Booth CFMF - Material	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
191	Ticket Booth CFMF - Labor	9,266.00	0.00	0.00	0.00	0.00	0	9,266.00	0.00
192	Ticket Booth Sheathing - Material	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
193	Ticket Booth Sheathing - Labor	2,625.00	0.00	0.00	0.00	0.00	0	2,625.00	0.00
194	Resilient Flooring - Material	3,339.00	0.00	0.00	0.00	0.00	0	3,339.00	0.00
195	Resilient Flooring - Labor	2,226.00	0.00	0.00	0.00	0.00	0	2,226.00	0.00
196	Resinous Flooring - Material	8,568.00	0.00	0.00	0.00	0.00	0	8,568.00	0.00
197	Resinous Flooring - Labor	12,852.00	0.00	0.00	0.00	0.00	0	12,852.00	0.00
198	Paint - Material	12,432.00	0.00	0.00	0.00	0.00	0	12,432.00	0.00
199	Paint - Labor	18,648.00	0.00	0.00	0.00	0.00	0	18,648.00	0.00
200	Toilet Compartments - Material	18,921.00	0.00	0.00	0.00	0.00	0	18,921.00	0.00
201	Toilet Accessories - Material	3,784.00	0.00	0.00	0.00	0.00	0	3,784.00	0.00
202	Wall Protection - Material	1,670.00	0.00	0.00	0.00	0.00	0	1,670.00	0.00
203	Fire Extinguisher - Material	1,892.00	0.00	0.00	0.00	0.00	0	1,892.00	0.00
204	Specialties - Labor	5,161.00	0.00	0.00	0.00	0.00	0	5,161.00	0.00
205	Flagpole - Material	9,572.00	0.00	0.00	0.00	0.00	0	9,572.00	0.00
206	Flagpoles - Labor	4,200.00	0.00	0.00	0.00	0.00	0	4,200.00	0.00
207	Signage - Labor	29,978.00	0.00	0.00	0.00	0.00	0	29,978.00	0.00
208	Athletic Equipment - Material	58,811.00	0.00	0.00	0.00	0.00	0	58,811.00	0.00
209	Athletic Equipment - Labor	11,844.00	0.00	0.00	0.00	0.00	0	11,844.00	0.00
210	Grandstands - Labor	44,835.00	0.00	0.00	0.00	0.00	0	44,835.00	0.00
211	Scoreboard - Labor	20,370.00	0.00	0.00	0.00	0.00	0	20,370.00	0.00
212	PEMB - Labor	55,955.00	0.00	0.00	0.00	0.00	0	55,955.00	0.00
213	PEMB Metal Wall Panel - Labor	51,845.00	0.00	0.00	0.00	0.00	0	51,845.00	0.00

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
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
			214	Fire Suppression Design & Permit					
215	Fire Suppression Submittals	1,575.00	0.00	0.00	0.00	0.00	0	1,575.00	0.00
216	Fire Suppression U.G. Fire Main - Material	8,190.00	0.00	0.00	0.00	0.00	0	8,190.00	0.00
217	Fire Suppression U.G. Fire Main - Labor	6,825.00	0.00	0.00	0.00	0.00	0	6,825.00	0.00
218	Fire Suppression Interior Rough In - Material	37,800.00	0.00	0.00	0.00	0.00	0	37,800.00	0.00
219	Fire Suppression Interior Rough In - Labor	13,650.00	0.00	0.00	0.00	0.00	0	13,650.00	0.00
220	Fire Suppression Interior Finish - Material	840.00	0.00	0.00	0.00	0.00	0	840.00	0.00
221	Fire Suppression Interior Finish - Labor	1,365.00	0.00	0.00	0.00	0.00	0	1,365.00	0.00
222	Fire Suppression Testing	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
223	Fire Suppression Closeout	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
224	Plumbing/HVAC Mobilization	12,621.00	1,262.10	0.00	0.00	1,262.10	10	11,358.90	126.21
225	Plumbing/HVAC Demobilization	2,774.00	0.00	0.00	0.00	0.00	0	2,774.00	0.00
226	Plumbing/HVAC Submittals	5,497.00	5,497.00	0.00	0.00	5,497.00	100	0.00	549.70
227	Plumbing/HVAC Punch List	11,991.00	0.00	0.00	0.00	0.00	0	11,991.00	0.00
228	Plumbing/HVAC Closeout	4,459.00	0.00	0.00	0.00	0.00	0	4,459.00	0.00
229	Plumbing/HVAC Clean-up	2,359.00	0.00	0.00	0.00	0.00	0	2,359.00	0.00
230	Plumbing/HVAC Attic Stock	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
231	Plumbing/HVAC Owner Training	3,150.00	0.00	0.00	0.00	0.00	0	3,150.00	0.00
232	Plumbing Sanitary & Storm Underground - Material	15,120.00	1,512.00	9,072.00	0.00	10,584.00	70	4,536.00	1,058.40
233	Plumbing Sanitary & Storm Underground - Labor	29,400.00	2,940.00	17,640.00	0.00	20,580.00	70	8,820.00	2,058.00
234	Plumbing Sanitary In-Wall Rough-in - Material	18,480.00	0.00	0.00	0.00	0.00	0	18,480.00	0.00
235	Plumbing Sanitary In-Wall Rough-in - Labor	26,250.00	0.00	0.00	0.00	0.00	0	26,250.00	0.00
236	Plumbing Storm Above Grade Rough-in - Material	8,295.00	0.00	0.00	0.00	0.00	0	8,295.00	0.00
237	Plumbing Storm Above Grade Rough-in - Labor	7,875.00	0.00	0.00	0.00	0.00	0	7,875.00	0.00
238	Plumbing Domestic Water Rough-in - Material	53,025.00	0.00	0.00	0.00	0.00	0	53,025.00	0.00
239	Plumbing Domestic Water Rough-in - Labor	27,090.00	0.00	0.00	0.00	0.00	0	27,090.00	0.00
240	Plumbing Gas Piping - Material	3,990.00	0.00	0.00	0.00	0.00	0	3,990.00	0.00
241	Plumbing Gas Piping - Labor	4,305.00	0.00	0.00	0.00	0.00	0	4,305.00	0.00
242	Plumbing Drains/Carriers/Cleanouts - Material	14,805.00	0.00	7,402.50	0.00	7,402.50	50	7,402.50	740.25
243	Plumbing Drains/Carriers/Cleanouts - Labor	11,760.00	0.00	5,880.00	0.00	5,880.00	50	5,880.00	588.00
244	Plumbing Equipment - Material	35,595.00	0.00	0.00	0.00	0.00	0	35,595.00	0.00
245	Plumbing Equipment - Labor	9,240.00	0.00	0.00	0.00	0.00	0	9,240.00	0.00
246	Plumbing Fixtures - Material	36,750.00	0.00	0.00	0.00	0.00	0	36,750.00	0.00
247	Plumbing Fixtures - Labor	16,380.00	0.00	0.00	0.00	0.00	0	16,380.00	0.00
248	Plumbing Insulation - Material	3,255.00	0.00	0.00	0.00	0.00	0	3,255.00	0.00
249	Plumbing Insulation - Labor	5,565.00	0.00	0.00	0.00	0.00	0	5,565.00	0.00
250	HVAC Coordination - Labor	2,371.00	0.00	0.00	0.00	0.00	0	2,371.00	0.00
251	HVAC Ductwork - Material	33,285.00	0.00	0.00	0.00	0.00	0	33,285.00	0.00
252	HVAC Small Equipment - Material	14,669.00	0.00	0.00	0.00	0.00	0	14,669.00	0.00
253	HVAC Major Equipment - Material	132,300.00	0.00	0.00	0.00	0.00	0	132,300.00	0.00
254	HVAC Shop - Labor	16,275.00	0.00	0.00	0.00	0.00	0	16,275.00	0.00
255	HVAC Field - Labor	50,925.00	0.00	0.00	0.00	0.00	0	50,925.00	0.00
256	HVAC Core Drill/Fire Stop - Labor	1,050.00	0.00	0.00	0.00	0.00	0	1,050.00	0.00
257	HVAC Commissioning - Labor	1,050.00	0.00	0.00	0.00	0.00	0	1,050.00	0.00
258	HVAC Rentals - Labor	3,675.00	0.00	0.00	0.00	0.00	0	3,675.00	0.00
259	HVAC Controls - Material	5,880.00	0.00	0.00	0.00	0.00	0	5,880.00	0.00
260	HVAC Controls - Labor	10,920.00	0.00	0.00	0.00	0.00	0	10,920.00	0.00
261	HVAC TAB	2,367.00	0.00	0.00	0.00	0.00	0	2,367.00	0.00
262	HVAC Crane - Labor	4,620.00	0.00	0.00	0.00	0.00	0	4,620.00	0.00
263	HVAC Piping - Material	980.00	0.00	0.00	0.00	0.00	0	980.00	0.00
264	HVAC Piping - Labor	4,505.00	0.00	0.00	0.00	0.00	0	4,505.00	0.00
265	HVAC Piping Insulation - Material	12,180.00	0.00	0.00	0.00	0.00	0	12,180.00	0.00
266	HVAC Piping Insulation - Labor	16,506.00	0.00	0.00	0.00	0.00	0	16,506.00	0.00
267	Electrical Mobilization	31,650.00	3,165.00	1,582.50	0.00	4,747.50	15	26,902.50	474.75
268	Electric Shop Drawings & Submittals	1,055.00	791.25	0.00	0.00	791.25	75	263.75	79.13
269	Electrical General Conditions	116,550.00	0.00	5,827.50	0.00	5,827.50	5	110,722.50	582.75

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
270	Electric Temporary - Labor	23,738.00	2,373.80	0.00	0.00	2,373.80	10	21,364.20	237.38
271	Electric Distribution - Labor	15,750.00	0.00	0.00	0.00	0.00	0	15,750.00	0.00
272	Electric Lighting - Labor	6,300.00	0.00	0.00	0.00	0.00	0	6,300.00	0.00
273	Electric Lighting Controls - Labor	4,200.00	0.00	0.00	0.00	0.00	0	4,200.00	0.00
274	Electric Wire/Conduit - Labor	182,700.00	0.00	0.00	0.00	0.00	0	182,700.00	0.00
275	Electric Wiring Devices - Labor	26,250.00	0.00	0.00	0.00	0.00	0	26,250.00	0.00
276	Electric Fire Alarm - Labor	15,750.00	0.00	0.00	0.00	0.00	0	15,750.00	0.00
277	Electric CT Rough-in - Labor	6,300.00	0.00	0.00	0.00	0.00	0	6,300.00	0.00
278	Electric Sitework - Material	11,996.00	0.00	599.80	0.00	599.80	5	11,396.20	59.98
279	Electric Sitework - Labor	105,000.00	0.00	5,250.00	0.00	5,250.00	5	99,750.00	525.00
280	Electric Horizontal Cabling - Labor	10,500.00	0.00	0.00	0.00	0.00	0	10,500.00	0.00
281	Electric Intercom and Clock System - Material	10,500.00	0.00	0.00	0.00	0.00	0	10,500.00	0.00
282	Electric Intercom and Clock System - Labor	52,500.00	0.00	0.00	0.00	0.00	0	52,500.00	0.00
283	Electric AV Systems - Material	15,750.00	0.00	0.00	0.00	0.00	0	15,750.00	0.00
284	Electric AV Systems - Labor	10,500.00	0.00	0.00	0.00	0.00	0	10,500.00	0.00
285	Electric Video Surveillance - Material	30,450.00	0.00	0.00	0.00	0.00	0	30,450.00	0.00
286	Electric Video Surveillance - Labor	5,250.00	0.00	0.00	0.00	0.00	0	5,250.00	0.00
287	Electric Lighting Controls Start-up	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
288	Electric Owner Training & Acceptance	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
289	Electric As-Built/Record Drawings & Acceptance	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
290	Electric O&M Manuals & Acceptance	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
291	Electric Warranty	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
292	Running Track - Material	25,100.00	0.00	0.00	0.00	0.00	0	25,100.00	0.00
293	Running Track - Labor	16,734.00	0.00	0.00	0.00	0.00	0	16,734.00	0.00
	Totals	8,619,830.00	1,801,752.52	531,875.55	0.00	2,333,628.07	27	6,286,201.93	233,362.84



## AFFIDAVIT OF CONTRACTOR

Cincinnati, Ohio, September 18, 2024

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 Dayton Independent Board of Education

the Owner for: Dayton KY Athletic Complex situated on or around or in front of the

following described property: 200 Greendevil Lane Dayton, KY 41074

whereof Dayton, Independent Board of Education 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.
A Jacob Masonry	Masonry	\$ 31,381.42
Excavation Excellence	Excavation	\$ 7,500.00
Feldkamp Enterprises	Plumbing	\$ 23,802.24
Geostabilization International	Ground Improvements	\$ 543,046.56
JP Excavating	Sitework/Excavation	\$ 88,274.88
Knose Concrete	Concrete	\$ 489,244.62

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 of 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.


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: 09/18/2024

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.
<u>Every Laborer paid in full</u>		

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 September 18, 2024 the sum of \$478,687.97 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.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at Hamilton, Ohio, this 18th day of Sept. 24.



CARI VANDERBILT-SHIFFLETT  
 Notary Public  
 State of Ohio  
 My Comm. Expires  
 December 15, 2025

\_\_\_\_\_  
 Notary Public

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

SUBCONTRACTOR / SUPPLIER: **Feldkamp Enterprises**  
 CONTRACTOR: Graybach, LLC  
 OWNER: Dayton Ind. Board of Education  
 PROJECT: Dayton, Ky Athletic Complex  
 PROJECT ADDRESS: 200 Greendevil Lane  
 Dayton, KY 41074

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
1340-2 <i>0317</i>	6/24/2024		2,208.00
1340-3	7/29/2024		6,047.16

For a valuable consideration (in the amount of **\$8,255.16**), the receipt of which is hereby acknowledged:

- 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.
- "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.
- "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 23<sup>rd</sup> day of August, 2024.

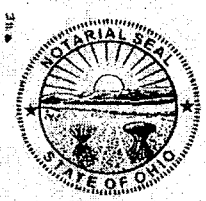
Name of SUBCONTRACTOR / SUPPLIER: Marsden Mach / dba Feldkamp Ent.

By: Patricia A. Huch  
 (Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned  
 this 23<sup>rd</sup> day of August, 2024.

(Seal)

[Signature]  
 Notary Public



DEVYN KOVACH  
 Notary Public, State of Ohio  
 My Commission Expires:  
 January 07, 2029

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

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

SUBCONTRACTOR / SUPPLIER: **JP Excavating**  
 CONTRACTOR: Graybach, LLC  
 OWNER: Dayton Ind. Board of Education  
 PROJECT: Dayton, Ky Athletic Complex  
 PROJECT ADDRESS: 200 Greendevil Lane  
 Dayton, KY 41074

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
Pay App #2 - 0317	7/15/2024		84,118.50
Pay App #2 - 0317	7/15/2024		149,025.19
Pay App #2 - 0317	7/15/2024		675.00

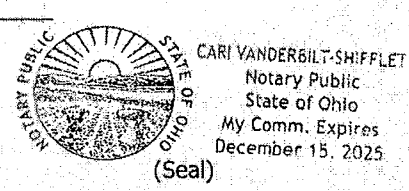
For a valuable consideration (in the amount of **\$233,818.69**), the receipt of which is hereby acknowledged:

- 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.
- "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.
- "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 16 day of Aug, 2024

Name of SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_  
 By [Signature] President  
 (Owner, Partner, Officer) (Please Designate)



Sworn to and subscribed before the undersigned  
 this 16th day of August, 2024

\_\_\_\_\_  
 Notary Public

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

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

SUBCONTRACTOR / SUPPLIER: **JP Excavating**  
 CONTRACTOR: Graybach, LLC  
 OWNER: Dayton Ind. Board of Education  
 PROJECT: Dayton, Ky Athletic Complex  
 PROJECT ADDRESS: 200 Greendevil Lane  
 Dayton, KY 41074

*Joint a/c  
K01*

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
Pay App #2 - 0317	7/15/2024		8,396.34

For a valuable consideration (in the amount of **\$8,396.34**), the receipt of which is hereby acknowledged:

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

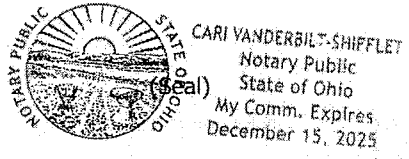
IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal

hereto this 16 day of Aug, 2024

Name of SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

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

Sworn to and subscribed before the undersigned  
 this 16th day of Aug, 2024



Notary Public

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

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

SUBCONTRACTOR / SUPPLIER: **JP Excavating**  
 CONTRACTOR: Graybach, LLC  
 OWNER: Dayton Ind. Board of Education  
 PROJECT: Dayton, Ky Athletic Complex  
 PROJECT ADDRESS: 200 Greendevil Lane  
 Dayton, KY 41074

*JOINT CK  
CROSSER  
TRUCKING*

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
Pay App #2 - 0317	7/15/2024		24,332.21

For a valuable consideration (in the amount of **\$24,332.21**), 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 16 day of Aug, 2024

Name of SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

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

Sworn to and subscribed before the undersigned  
 this 16th day of August, 2024.

\_\_\_\_\_  
 Notary Public



CARI VANDERBILT-SHIFFLET  
 Notary Public  
 State of Ohio  
 My Comm. Expires  
 December 15, 2025

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



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

SUBCONTRACTOR / SUPPLIER: **JP Excavating**  
 CONTRACTOR: Graybach, LLC  
 OWNER: Dayton Ind. Board of Education  
 PROJECT: Dayton, Ky Athletic Complex  
 PROJECT ADDRESS: 200 Greendevil Lane  
 Dayton, KY 41074

*Joint ck  
Lone & Main*

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
Pay App #2 - 0317	7/15/2024		50,659.30

For a valuable consideration (in the amount of **\$50,659.30**), the receipt of which is hereby acknowledged:

- 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.
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- "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

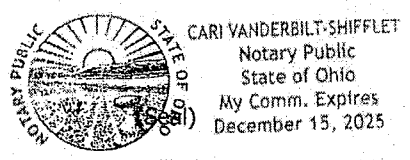
hereto this 16 day of Aug, 2024.

Name of SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

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

Sworn to and subscribed before the undersigned  
 this 16th day of August, 2024.

\_\_\_\_\_  
 Notary Public



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