

**PARTIAL WAIVER OF LIEN
AND AFFIDAVIT OF PAYMENT**

The undersigned has been employed to furnish labor, services and material for the premises owned by **Mountain Regional Water Special Service District** (“Owner”) known as the “**Mountain Regional Water Office & Maintenance Building**” and located on or about **5739 Paintbrush Rd., Park City, UT 84098** (the “Premises”); and

In consideration of, and upon the receipt of the sum of **\$724,060**, the undersigned hereby WAIVE, RELEASE and QUITCLAIM in favor of Lender any and all lien, right of lien or claim of whatsoever kind or character against the Premises, including, without limitation, all buildings, improvements, etc., on account of any and all labor or material, or both, furnished for or incorporated into the Premises as completed by the undersigned, up to and including **August 31, 2024**, excepting all unpaid retention, unresolved change orders and/or claims. The undersigned further warrants that it has not assigned any claims for payment or the rights to perfect a lien against the Premises, and that the undersigned has the right to execute this waiver and release.

Further, being duly sworn, the undersigned hereby WARRANTS and CERTIFIES that all of the subcontractors, suppliers, mechanics, and laborers engaged by the undersigned have been paid in full or shall be immediately paid from the proceeds of this current payment for all work done and services and materials furnished to said property through the date shown below. The undersigned hereby AGREES to INDEMNIFY, DEFEND and HOLD HARMLESS the Owner, Lender and title insurance company from any and all claims by any party whatsoever based upon work done and/or materials furnished in connection with this construction by the undersigned and his subcontractors of suppliers through the date shown above.

Dated September 5, 2024

OKLAND CONSTRUCTION CO., INC.

By: Ben Schreiter

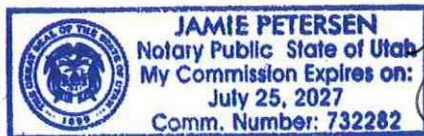
Contractor

Print Name: Ben Schreiter

State of: Utah
County of: Salt Lake

Dated: September 5, 2024

Subscribed and sworn to before me.



Jamie Petersen
Notary Public

Pay Application No. 06

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): **MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT
6421 BUSINESS PARK LOOP RD. SUITE A
PARK CITY, UT 84098**
ATTN: **ANDY GARLAND**

PROJECT: **MOUNTAIN REGIONAL WATER OFFICE
& MAINTENANCE BUILDING**

APPLICATION NO: **6**
PERIOD FROM: **8/1/2024**
PERIOD TO: **8/31/2024**

FROM (CONTRACTOR):
**OKLAND CONSTRUCTION
1978 S WEST TEMPLE
SALT LAKE CITY, UT 84115**

VIA ARCHITECT: **CRSA
175 S MAIN ST. SUITE 300
SALT LAKE CITY, UT 84111**

OKLAND JOB NO. **2351**
CONTRACT DATE: **10/12/2023**
COMPLETION DATE: **9/26/2025**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved	\$9,794.00	
OCO01	7/31/2024		
TOTALS		\$9,794.00	\$0.00
Net Change by Change Orders		\$9,794.00	

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.

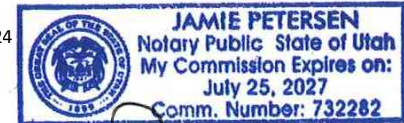
Contractor: **OKLAND CONSTRUCTION COMPANY, INC.
1978 South West Temple
Salt Lake City, Utah 84115**

By: *B. D. Schmitt* 9/5/2024

1 ORIGINAL CONTRACT SUM.....	\$ 15,356,945.00
2 Net change by Change Orders.....	\$ 9,794.00
3 CONTRACT SUM TO DATE.....	\$ 15,366,739.00
4 TOTAL COMPLETED & STORED TO DATE.....	\$ 1,845,361
a. Previous Application	\$ 1,083,193
b. This Application.....	\$ 762,168
5 TOTAL RETAINAGE.....	\$ 92,268
a. Previous Application	\$ 54,160
b. This Application.....	\$ 38,108
6 TOTAL EARNED LESS RETAINAGE.....	\$ 1,753,093
(Line 4 less Line 5)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Certificate)	\$ 1,029,033
8 CURRENT PAYMENT DUE.....	\$ 724,060
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 13,613,646
(Line 3 Less Line 6)	

State of: Utah
Subscribed and sworn to before me this 5th day of September, 2024
Notary Public:

My Commission expires: July 25, 2027



Jamie Petersen

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures that are changed.)
ARCHITECT:

BY: _____ Date: _____
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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

PERIOD TO: 31-Aug-24


A ITEM CODE	B.1 DESCRIPTION OF WORK	B.2 RESOURCE	C.1 SCHEDULED VALUE	C.2 TOTAL CHANGE ORDER	C.3 ADJUSTED SCHEDULED VALUE	D E		F MAT'L STRD (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	% COM- PLTE (G/C)	H BALANCE TO FINISH (C-G)	I RETAIN- AGE
						WORK COMPLETED FROM PREVIOUS APPLICATN	THIS PERIOD					
01-0000	General Conditions	Okland Construction	1,264,002.00	-	1,264,002.00	233,914.00	109,307.00	-	343,221.00	27	920,781.00	17,161
02-0000	General Requirements	Okland Construction	442,800.00	(42,777.00)	400,023.00	20,842.00	8,665.00	-	29,507.00	7	370,516.00	1,475
09-0000	Allowances		100,000.00	-	100,000.00	-	-	-	-	0	100,000.00	-
10-0157	Temporary Controls	Silve Leaf SWPP		29,923.00	29,923.00	6,961.00	750.00	-	7,711.00	26	22,212.00	386
10-0174	Cleaning & Waste Management		8,279.00	-	8,279.00	-	-	-	-	0	8,279.00	-
10-0221	Surveys	Talisman	25,000.00	-	25,000.00	5,835.00	8,598.00	-	14,433.00	58	10,567.00	722
10-0300	Concrete	Cornerstone Concrete	1,417,389.00	27,475.00	1,444,864.00	172,369.00	-	-	172,369.00	12	1,272,495.00	8,618
10-0510	Structural Metal Framing	GEM Buildings	644,432.00	-	644,432.00	128,229.00	-	-	128,229.00	20	516,203.00	6,411
10-0511	Structural Metal Framing	Lundhal Ironworks CO	1,678,828.00	-	1,678,828.00	262,655.00	-	-	262,655.00	16	1,416,173.00	13,133
10-0610	Rough Carpentry		53,213.00	-	53,213.00	-	1,088.00	-	1,088.00	2	52,125.00	54
10-0622	Millwork	Trim Art	191,000.00	-	191,000.00	-	-	-	-	0	191,000.00	-
10-0721	Thermal Insulation	Penguin Insulation	51,564.00	-	51,564.00	-	-	-	-	0	51,564.00	-
10-0727	EIFS		68,278.00	9,200.00	77,478.00	-	-	-	-	0	77,478.00	-
10-0740	Roofing & Siding Panels	Utah Tile & Roofing	395,672.00	-	395,672.00	-	-	-	-	0	395,672.00	-
10-0746	Siding	Southam and Associate	563,069.00	-	563,069.00	-	-	-	-	0	563,069.00	-
10-0781	Applied Fire Protection		63,018.00	-	63,018.00	-	-	-	-	0	63,018.00	-
10-0833	Coiling Doors & Grilles	Miner LTD Overhead Dr	144,850.00	-	144,850.00	-	-	-	-	0	144,850.00	-
10-0880	Glazing	LCC Facades	563,495.00	-	563,495.00	-	-	-	-	0	563,495.00	-
10-0929	Gypsum Board	Daw Construction Group	361,192.00	39,839.00	401,031.00	-	-	-	-	0	401,031.00	-
10-0930	Tiling	Metro Tile Associates	38,885.00	-	38,885.00	-	-	-	-	0	38,885.00	-
10-0951	Acoustical Ceilings	K & L Acoustic and Dr	610,170.00	-	610,170.00	-	-	-	-	0	610,170.00	-
10-0968	Carpeting	Designteam, INC	138,240.00	(74,495.00)	63,745.00	-	-	-	-	0	63,745.00	-
10-0991	Painting	Fischer Painting, INC	166,845.00	-	166,845.00	-	-	-	-	0	166,845.00	-
10-0997	Special Coatings	Stewart Specialty	-	74,495.00	74,495.00	-	-	-	-	0	74,495.00	-
10-1000	Specialties	Rex W. Williams & Son	34,704.00	-	34,704.00	-	-	-	-	0	34,704.00	-
10-1014	Signage	Allotech	22,239.00	3,689.00	25,928.00	-	-	-	-	0	25,928.00	-
10-1022	Partitions	Alder Sales Corporation	18,817.00	-	18,817.00	-	-	-	-	0	18,817.00	-
10-1073	Protective Covers		-	70,000.00	70,000.00	-	-	-	-	0	70,000.00	-
10-1075	Flagpoles		-	5,188.00	5,188.00	-	-	-	-	0	5,188.00	-
10-1130	Residential Equipment	Duerdens Appliance	36,523.00	-	36,523.00	-	-	-	-	0	36,523.00	-
10-1224	Window Shaded	Scottco Blinds, INC	24,135.00	-	24,135.00	-	-	-	-	0	24,135.00	-
10-2100	Fire Suppression	Halo Fire Protection	128,428.00	-	128,428.00	5,000.00	-	-	5,000.00	4	123,428.00	250
10-2200	Plumbing	Bingham Plumbing & Mechanical	347,433.00	-	347,433.00	-	-	-	-	0	347,433.00	-
10-2300	HVAC	Atlas Sheet Metal	493,325.00	-	493,325.00	-	-	-	-	0	493,325.00	-
10-2600	Electrical	Peerless Electric LLC	1,769,023.00	(54,182.00)	1,714,841.00	-	-	-	-	0	1,714,841.00	-
10-2624	Switchboards & Panelboards	Codale Electric	-	96,959.00	96,959.00	-	-	-	-	0	96,959.00	-
10-3210	Bases, Ballasts, & Paving	BH, INC.	243,046.00	-	243,046.00	-	-	-	-	0	243,046.00	-
10-3231	Fences & Gates	The Temp Fence Guys	-	359,386.00	359,386.00	-	-	-	-	0	359,386.00	-
10-3233	Site Furnishings		-	17,743.00	17,743.00	-	-	-	-	0	17,743.00	-
10-3280	Irrigation	Sinc Constructors CO	441,635.00	-	441,635.00	-	-	-	-	0	441,635.00	-
10-3300	Utilities	Wardell Brothers Cons	890,847.00	(100,926.00)	789,921.00	49,966.00	591,485.00	-	641,451.00	81	148,470.00	32,073
10-3400	Site Accessories		452,317.00	(452,317.00)	-	-	-	-	-	0	-	-
90-5000	General Liability Insurance	Okland Construction	144,355.00	92.00	144,447.00	10,182.00	7,164.00	-	17,346.00	12	127,101.00	867
90-5400	Sub Default Insurance	Okland Construction	168,926.00	108.00	169,034.00	11,915.00	8,384.00	-	20,299.00	12	148,735.00	1,015
90-5900	Surety Bonds	Okland Construction	79,856.00	51.00	79,907.00	79,856.00	51.00	-	79,907.00	100	-	3,995
95-0000	Pre-Construction Services	Okland Construction	57,557.00	-	57,557.00	57,557.00	-	-	57,557.00	100	-	2,878
98-0000	Warranty	Okland Construction	15,357.00	-	15,357.00	-	-	-	-	0	15,357.00	-
99-1000	Fee	Okland Construction	537,493.00	343.00	537,836.00	37,912.00	26,676.00	-	64,588.00	12	473,248.00	3,229
99-3000	Contractors Contingency	Okland Construction	460,708.00	-	460,708.00	-	-	-	-	0	460,708.00	-
TOTALS			\$ 15,356,945.00	\$ 9,794.00	\$ 15,366,739.00	#####	\$762,168.00	\$ -	#####	12	\$ 13,521,378.00	\$ 92,268

2351 MOUNTAIN REGIONAL WATER CAMPUS
 FOR PERIOD 08-01-2024 TO 08-31-2024

Acct	Cat	Date	Description	Vendor/ Emp/Eqpt Number	Vendor/Equipment Name	Invoice #	Units	Amount	Debit Account	Credit Account
2351										
10 *****SUBCONTRACTED WORK*****										
10-0157 TEMPORARY CONTROLS										
M		08-23-24	COMPLIANCE SERVICES AUG. 2024	79070	SILVER LEAF SWPPP, INC.	11019		750.00	252.00	
					****	Category M Total	.00*	750.00*		
					****	Cost Code 10-0157 Total	.00*	750.00*		
10-0221 SURVEYS										
S		08-31-24	BILLING AUG24	83154	TALISMAN CIVIL CONSULTANT	2351-02-61%		8,598.00	253.00	
					****	Category S Total	.00*	8,598.00*		
					****	Cost Code 10-0221 Total	.00*	8,598.00*		
10-0610 ROUGH CARPENTRY										
L		08-02-24	DAVID PINEDA	28150	FIELD LABOR	5017	17.00	1,088.00	251.00	
					****	Category L Total	17.00*	1,088.00*		
					****	Cost Code 10-0610 Total	17.00*	1,088.00*		
					****	Pay Item 10 Total	17.00*	10,436.00*		
					****	Job 2351 Total	17.00*	10,436.00*		

PAYMENT REQUEST FORM

From: Cornerstone Concrete
800 S Main St
Pleasant Grove, Utah 84062

To:  1978 South West Temple
 Salt Lake City, Utah 84115
 Phone: (801) 486-0144

OKLAND

PROJECT: Mountain Regional Water Campus
VENDOR #: _____
COST CODE: _____
PAYMENT
REQUEST NO.: 3
PERIOD
ENDING DATE: 8/31/2024

STATEMENT OF CONTRACT AMOUNT

1.	Original Contract Amount	\$	1,417,389.00
2.	Approved Contract Supplements	\$	-
3.	Adjusted Contract Amount	\$	1,417,389.00

PROGRESS BILLING

4.	Work Completed on Contract to Date	\$	374,330.00	26% to date
5.	Less Amount Retained	\$	18,716.50	5% Retainage
6.	Total Work Completed Less Retention	\$	355,613.50	
7.	Less Previous Payment Requests	\$	163,750.55	
8.	AMOUNT DUE THIS REQUEST	\$	191,862.95	

Discounts Offered:				
	% or \$		by	
	% or \$		by	
	% or \$		by	

(Requests are due by the 20th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

Subcontractor hereby certifies that the work performed and the materials and equipment supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Okland Construction Company, Inc. (Okland) and the undersigned, relating to the above-referenced project.


Subcontractor further certifies that (1) it has paid all of its subcontractors and suppliers for all services, materials, and equipment covered by the previous payments received from Okland, and (2) it has complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this Pay Request, Subcontractor hereby waives, releases, and forever discharges Okland, Okland's surety, if any, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representatives, and assignees may now have or that might subsequently accrue arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above-referenced project.

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public _____

Cornerstone Concrete

Subcontractor
 By: 

Authorized Signature
 Title: _____ Project Manager
 Date: 8/20/2024

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Mountain Regional Water Campus

Property Location: Park City, Utah

Undersigned's Customer: Okland Construction

Invoice/Pay App Number: 03

Payment Amount: \$191,863

Payment Period: Thru 8/31/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned;
and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: _____ 8/20/2024

Cornerstone Concrete

(Company Name)

By: Sam Quilter

Its: Sam Quilter/ Project Manager
(Title)

PAYMENT REQUEST FORM

From: GEM BUILDINGS
Address: 1025 N WATERY LANE
BRIGHAM CITY, UT 84302
Phone: (435) 723-5000
Fax: _____
Email: _____

To: OKLAND CONSTRUCTION COMPANY, INC
1978 S WEST TEMPLE
SALT LAKE CITY, UT 84115

Submit to zak.day@okland.com
 by the 20th of the month.

Project: Mountain Regional Water
Request No.: 23170-04
Period Ending: 08/31/24

Job No.: 2351
Cost Code: 10-0501
Vendor No.: 30729

STATEMENT OF CONTRACT AMOUNT

1. Original Subcontract Amount:	\$	638,119.00
2. Approved Subcontract Supplements:	\$	-
3. Adjusted Subcontract Amount:	\$	638,119.00

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	62%	\$	395,690.70
5. Less Amount Retained:	5%	\$	19,784.54
6. Total Work Completed Less Retention:		\$	375,906.16
7. Less Previous Requests for Payment:		\$	121,817.98
8. Amount Due This Request:		\$	254,088.18

<i>Discounts Offered:</i>		
___ % or \$	___	Pmt. by _____
___ % or \$	___	Pmt. by _____
___ % or \$	___	Pmt. by _____

NOTE: Requests are due by the 20th of the month.

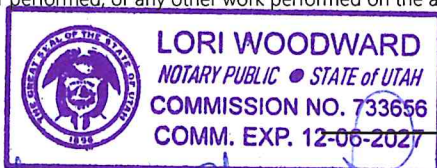
CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC (the "Contractor") and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connection with the performance of the Subcontract Documents. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases, and forever discharges the Contractor, the Contractor's surety, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above referenced project.

Subscribed and sworn before me this 9 day of Aug 2024



Notary Public Lori Woodward

GEM Buildings

Subcontractor

[Signature]
 Authorized Signature

SUBCONTRACTOR: GEM BUILDINGS
 PROJECT NAME: Mountain Regional Water

APPLICATION NUMBER: 23170-04
 APPLICATION DATE: 8/15/2024
 PERIOD FROM: 08/01/24
 TO: 08/31/24

CONTINUATION SHEET (AIA G703 Format)
 BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDER	E REVISED VALUE	F PREVIOUS APPLICATIONS	G WORK COMPLETED		I TOTAL COMPLETED AND STORED TO DATE	J %	K BALANCE TO FINISH	L RETAINAGE 5%
						THIS APPLICATION					
						WORK IN PLACE	STORED MTLs.				
01		-		-	-	-	-	-		-	-
02	Professional Services	18,762.00	-	18,762.00	15,947.70	-	-	15,947.70	0.85	2,814.30	797.39
03	Alt #1+3+4+5 Profession	6,173.00	-	6,173.00	-	3,086.50	-	3,086.50	0.50	3,086.50	154.33
03	Materials	449,127.00	-	449,127.00	112,281.75	202,107.15	-	314,388.90	0.70	134,738.10	15,719.45
04	Alt #1+3+4+5 Materials	155,669.00	-	155,669.00	-	62,267.60	-	62,267.60	0.40	93,401.40	3,113.38
04	Freight	4,388.00	-	4,388.00	-	-	-	-	-	4,388.00	-
05	Alt #1+3+4+5 Freight	4,000.00	-	4,000.00	-	-	-	-	-	4,000.00	-
06	Tax	-	-	-	-	-	-	-		-	-
APPROVED OKLAND GENERATED SUPPLEMENTS											
#1	CO #001	-	-	-	-	-	-	-		-	-
#2	CO #002	-	-	-	-	-	-	-		-	-
#3	CO #003	-	-	-	-	-	-	-		-	-
#4	CO #004	-	-	-	-	-	-	-		-	-
#5		-	-	-	-	-	-	-		-	-
#6	CO Taxes	-	-	-	-	-	-	-		-	-
#7			-	-	-	-	-	-		-	-
#8			-	-	-	-	-	-		-	-
#9			-	-	-	-	-	-		-	-
#10			-	-	-	-	-	-		-	-
TOTAL THIS PAGE		638,119.00	-	638,119.00	128,229.45	267,461.25	-	395,690.70	0.62	242,428.30	19,784.54

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Mountain Regional Water
Property Location: Park City, UT
Undersigned's Customer: Okland Construction Company, Inc.
Invoice/Pay App Number: 23170-04
Payment Amount: \$254,088.18
Payment Period: Thru 08/31/24

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment right the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned;
and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 8/9/24

GEM BUILDINGS
(Company Name)
Ryan Burt
(Signature)

Ryan Burt - Accounting Manager

PAYMENT REQUEST FORM

From: LUNDAHL IRONWORKS COMPANY
 Address: 102 SOUTH 100 WEST
P.O. BOX 59
FRANKLIN, ID 83237
 Phone: (208) 646-2600
 Fax: (208) 646-2700
 Email: _____

To: OKLAND CONSTRUCTION COMPANY, INC.
 1978 S. WEST TEMPLE
 SALT LAKE CITY, UT 84115

 Submit to Zak.Day@okland.com
 by the 20th of the month.

Project: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING
 Request No.: 03
 Period Ending: 8/31/2024

Job No. 2351
 Cost Code 0501
 Vendor No. 53665

STATEMENT OF CONTRACT AMOUNT

1. Original Subcontract Amount:	\$	1,633,815
2. Approved Subcontract Supplements:	\$	-
3. Adjusted Subcontract Amount:	\$	1,633,815

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	17%	\$	277,088
5. Less Amount Retained:	5%	\$	13,854
6. Total Work Completed Less Retention:		\$	263,234
7. Less Previous Requests for Payment:		\$	249,522
8. Amount Due This Request:		\$	13,712

Discounts Offered:

____ % or \$ _____ Pmt. by _____

____ % or \$ _____ Pmt. by _____

____ % or \$ _____ Pmt. by _____

NOTE: Requests are due by the 20th of the month.

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC. (the "Contractor") and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connection with the performance of the Subcontract Documents. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases, and forever discharges the Contractor, the Contractor's surety, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above referenced project.

Subscribed and sworn before me this
19th day of August, 2024.



NOTARY PUBLIC
 KIMBERLY BARKER
 COMM. # 729277
 MY COMMISSION EXPIRES:
 FEBRUARY 07, 2027
 STATE OF UTAH

Lundahl Ironworks Company
 Subcontractor

Notary Public

Kimberly Barker

Muf Jensen
 Authorized Signature

SUBCONTRACTOR:

LUNDAHL IRONWORKS COMPANY

APPLICATION NUMBER: 03

PROJECT NAME:

MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

APPLICATION DATE: 8/19/2024

PERIOD FROM: 8/1/2024

TO: 8/31/2024

CONTINUATION SHEET (AIA G703 Format)

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDER	E REVISED VALUE	G WORK COMPLETED		I TOTAL COMPLETED AND STORED TO DATE	J %	K BALANCE TO FINISH	L RETAINAGE 5%	
					F PREVIOUS APPLICATIONS	THIS APPLICATION					
						WORK IN PLACE					STORED MTLs.
01	Detailing	87,157	-	87,157	78,441		78,441	90%	8,716	3,922	
02	Fabrication Labor	229,935	-	229,935	34,436		34,436	15%	195,499	1,722	
03	Materials	448,793	-	448,793	134,638		134,638	30%	314,155	6,732	
04	Freight	14,145	-	14,145	707		707	5%	13,438	35	
05	Joist and Deck	96,217	-	96,217	14,433	14,433	28,865	30%	67,352	1,443	
06	Erection	757,568	-	757,568	-		-	0%	757,568	-	
07		-	-	-	-		-		-	-	
08		-	-	-	-		-		-	-	
09		-	-	-	-		-		-	-	
10		-	-	-	-		-		-	-	
11		-	-	-	-		-		-	-	
12		-	-	-	-		-		-	-	
13		-	-	-	-		-		-	-	
14		-	-	-	-		-		-	-	
15		-	-	-	-		-		-	-	
16		-	-	-	-		-		-	-	
17		-	-	-	-		-		-	-	
18		-	-	-	-		-		-	-	
19		-	-	-	-		-		-	-	
20		-	-	-	-		-		-	-	
21		-	-	-	-		-		-	-	
TOTAL THIS PAGE		1,633,815	-	1,633,815	262,655	14,433	277,088	17%	1,356,727	13,854	

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING
Property Location: 5739 PAINTBRUSH RD., PARK CITY, UT 84098
Undersigned's Customer: OKLAND CONSTRUCTION COMPANY, INC.
Invoice/Pay App Number: 03
Payment Amount: \$13,712
Payment Period: Thru 8/31/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6-505 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 8-19-24

LUNDAHL IRONWORKS COMPANY

(Company Name)

By: Tracy Jensen

Its: Accounting Assistant
(Title)

PAYMENT REQUEST FORM

From: PEERLESS ELECTRIC LLC
 Address 8487 SOUTH OLD BINGHAM HIGHWAY
WEST JORDAN, UT 84088

 Phone (801) 401-5538
 Fax (801) 401-5539
 Email _____

To: OKLAND CONSTRUCTION COMPANY, INC.
 1978 S. WEST TEMPLE
 SALT LAKE CITY, UT 84115

Submit to Zak.Day@okland.com
 by the **20th** of the month.

Project MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING
Request No. 01
Period Ending 8/31/24

Job No. 2351
Cost Code 2601
Vendor No. 69735

STATEMENT OF CONTRACT AMOUNT

1. Original Subcontract Amount:	\$ 1,714,841.00
2. Approved Subcontract Supplements:	\$ -
3. Adjusted Subcontract Amount:	<u>\$ 1,714,841.00</u>

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	18% \$ 317,097.00
5. Less Amount Retained:	5% \$ 15,854.85
6. Total Work Completed Less Retention:	<u>\$ 301,242.15</u>
7. Less Previous Requests for Payment:	\$ -
8. Amount Due This Request:	<u>\$ 301,242.15</u>

<i>Discounts Offered:</i>	
____ % or \$ _____	Pmt. by _____
____ % or \$ _____	Pmt. by _____
____ % or \$ _____	Pmt. by _____

NOTE: Requests are due by the 20th of the month.

CERTIFICATE OF THE SUBCONTRACTOR

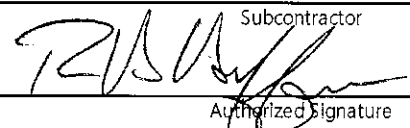
I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC. (the "Contractor") and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connection with the performance of the Subcontract Documents. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases, and forever discharges the Contractor, the Contractor's surety, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above referenced project.

Subscribed and sworn before me this
20 day of August, 2024.

Peerless Electric-

 Subcontractor


 Authorized Signature

Notary Public Dight


CONTINUATION SHEET

Peerless Electric LLC
 8487 Old Bingham Hwy
 West Jordan, Utah 84088
 801-401-5538

Peerless Job # 2406

INVOICE #: 1
 APPLICATION DATE: 8/20/24
 PERIOD TO: 8/31/24

Original Contract Amount: **\$1,717,841.00**

JOB: Mountain Regional Water Campus

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	Submittal, Start up , Mobilization								
	1a Material-06	\$42,920.00	\$0.00	\$42,920.00	\$0.00	\$42,920.00	100.00%	(\$0.00)	\$2,146.00
2	Fixtures								
	2a Material-09	\$213,319.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$213,319.00	\$0.00
	2b Labor-07	\$50,325.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,325.00	\$0.00
3	Gear								
	3a Material-14	\$142,507.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$142,507.00	\$0.00
	3b Labor-07	\$31,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,575.00	\$0.00
4	PVC Rough in								
	4a Material-06	\$121,070.00	\$0.00	\$119,413.00	\$0.00	\$119,413.00	98.63%	\$1,657.00	\$5,970.65
	4b Labor-07	\$120,150.00	\$0.00	\$9,162.00	\$0.00	\$9,162.00	7.63%	\$110,988.00	\$458.10
5	EMT Rough in								
	5a Material-06	\$103,010.00	\$0.00	\$86,210.00	\$0.00	\$86,210.00	83.69%	\$16,800.00	\$4,310.50
	5b Labor-07	\$117,975.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$117,975.00	\$0.00
6	Wire, Cable & Devices								
	6a Material-06	\$141,049.00	\$0.00	\$59,392.00	\$0.00	\$59,392.00	42.11%	\$81,657.00	\$2,969.60
	6b Labor-07	\$91,725.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,725.00	\$0.00

7	CCTV									
	7a Material-29	\$43,937.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,937.00	\$0.00	
	7b Labor-07	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,400.00	\$0.00	
8	Access									
	8a Material-06	\$73,814.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,814.00	\$0.00	
	8b Labor-07	\$8,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,100.00	\$0.00	
9	Telecommunications									
	9a Material-35	\$22,954.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,954.00	\$0.00	
	9b Labor-07	\$21,734.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,734.00	\$0.00	
10	Fire Alarm									
	10a Material-23	\$18,423.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,423.00	\$0.00	
	10b Labor-07	\$9,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,600.00	\$0.00	
11	Sound / AV & TV									
	11a Material-25	\$193,395.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$193,395.00	\$0.00	
	11b Labor-07	\$8,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,400.00	\$0.00	
12	Generator									
	13a Material-21	\$86,557.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$86,557.00	\$0.00	
	13b Labor-07	\$7,125.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,125.00	\$0.00	
14	Temp Power									
	14a Material-06	\$24,402.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,402.00	\$0.00	
	14b Labor-07	\$18,375.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,375.00	\$0.00	
						Total Billed on Contract		\$317,097.00		
C.O.	Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$0.00)	\$0.00	
	Total Change Orders Amount	\$0.00				Total Billed on Change Order		\$0.00		
	GRAND TOTALS	\$1,717,841.00	\$0.00	\$317,097.00	\$0.00	\$317,097.00	18.46%	\$1,400,744.00	\$15,854.85	

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING
Property Location: 5739 PAINTBRUSH RD., PARK CITY, UT 84098
Undersigned's Customer: OKLAND CONSTRUCTION COMPANY, INC.
Invoice/Pay App Number: 1
Payment Amount: \$301,242.15
Payment Period: Thru 8/31/24

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6-505 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 8/20/24

PEERLESS ELECTRIC LLC
(Company Name)
By: *RIA Kullman*
Its: Member
(Title)

PAYMENT REQUEST FORM

From: PENGUIN INSULATION
Address: P.O. BOX 521081
SALT LAKE CITY, UT 84152

Phone: (800) 544-6721
Fax: (866) 636-4391
Email: _____

To: OKLAND CONSTRUCTION COMPANY, INC.
1978 S. WEST TEMPLE
SALT LAKE CITY, UT 84115

Submit to Zak.Day@okland.com
by the 20th of the month.

Project: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILI
Request No.: 01
Period Ending: 8/31/2024

Job No.: 2351
Cost Code: 0720
Vendor No.: 69833

STATEMENT OF CONTRACT AMOUNT

1. Original Subcontract Amount:	\$	27,981
2. Approved Subcontract Supplements:	\$	-
3. Adjusted Subcontract Amount:	\$	27,981

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	10%	\$	2,705
5. Less Amount Retained:	5%	\$	135
6. Total Work Completed Less Retention:		\$	2,570
7. Less Previous Requests for Payment:		\$	0
8. Amount Due This Request:		\$	2,570

Discounts Offered:

_____ % or \$ _____ Pmt. by _____
 _____ % or \$ _____ Pmt. by _____
 _____ % or \$ _____ Pmt. by _____

NOTE: Requests are due by the 20th of the month.

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC. (the "Contractor") and the undersigned, relating to the above referenced project.


I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connection with the performance of the Subcontract Documents. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases, and forever discharges the Contractor, the Contractor's surety, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above referenced project.

Subscribed and sworn before me this _____ day of _____, 20____.

Penguin Insulation Services II LLC

Notary Public _____

 DocuSigned by: Subcontractor


 Authorized Signature
 1869D91B4124451...

SUBCONTRACTOR:

PENGUIN INSULATION

APPLICATION NUMBER: 01

PROJECT NAME:

MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

APPLICATION DATE: 8/19/2024

PERIOD FROM: 8/1/2024

TO: 8/31/2024

CONTINUATION SHEET (AIA G703 Format)

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDER	E REVISED VALUE	F PREVIOUS APPLICATIONS	G WORK COMPLETED		I TOTAL COMPLETED AND STORED TO DATE	J %	K BALANCE TO FINISH	L RETAINAGE 5%
						THIS APPLICATION					
						WORK IN PLACE	STORED MTL.				
01	Shop Building	-	-	-	-	-	-	-		-	-
02	R11 Unfaced Batt	589	-	589	-	-	-	-	0%	589	-
03	R19 Unfaced Batt	460	-	460	-	-	-	-	0%	460	-
04	R19 Unfaced Batt	925	-	925	-	-	-	-	0%	925	-
05	R30 Unfaced Batt	823	-	823	-	-	-	-	0%	823	-
06	6 Mil Vapor barrier	371	-	371	-	-	-	-	0%	371	-
07	2" XPS Dow Grey Board	2,705	-	2,705	-	2,705	-	2,705	100%	0	135
08		-	-	-	-	-	-	-		-	-
09	Water Campus Office Building	-	-	-	-	-	-	-		-	-
10	R11 Unfaced Batt	599	-	599	-	-	-	-	0%	599	-
11	R19 Unfaced Batt	477	-	477	-	-	-	-	0%	477	-
12	R19 Unfaced Batt	3,817	-	3,817	-	-	-	-	0%	3,817	-
13	R30 Unfaced Batt	4,897	-	4,897	-	-	-	-	0%	4,897	-
14	3.5" Closed Cell Spray Foam	2,311	-	2,311	-	-	-	-	0%	2,311	-
15	5" Closed Cell Spray Foam	3,139	-	3,139	-	-	-	-	0%	3,139	-
16	6 Mil Vapor barrier	2,562	-	2,562	-	-	-	-	0%	2,562	-
17	6 Mil Vapor barrier	1,254	-	1,254	-	-	-	-	0%	1,254	-
18	2" XPS Dow Grey Board	3,052	-	3,052	-	-	-	-	0%	3,052	-
19		-	-	-	-	-	-	-		-	-
20		-	-	-	-	-	-	-		-	-
21		-	-	-	-	-	-	-		-	-
TOTAL THIS PAGE		27,981	-	27,981	-	2,705	-	2,705	10%	25,276	135

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

Property Location: 5739 PAINTBRUSH RD., PARK CITY, UT 84098

Undersigned's Customer: OKLAND CONSTRUCTION COMPANY, INC.

Invoice/Pay App Number: 01

Payment Amount: \$2,570

Payment Period: Thru 8/31/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6-505 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 08/19/2024

PENGUIN INSULATION
(Company Name)

DocuSigned by:
By: Jose Balanos
1869D91B4124451...

Its: Project Manager
(Title)



INVOICE

Bill To

Ben Schreiter
Okland Construction
 1978 S. West Temple
 Salt Lake City, UT 84115

Inv. # 4075
Date 08-15-2024
Period 06-30-2024 - 07-31-2024
Due 08-15-2024
Project 24-080-00 - Okland - MRWC
 Construction Staking

Okland Project No. 2351

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1 - Mobilization/Control	\$1,720.00	\$1,720.00	\$0.00	100.0%	\$0.00
2 - Limit of Disturbance	\$1,620.00	\$0.00	\$0.00	0.0%	\$1,620.00
3 - Utilities	\$5,060.00	\$1,265.00	\$1,265.00	50.0%	\$2,530.00
4 - Curb & Gutter/Walk	\$5,780.00	\$0.00	\$570.00	9.9%	\$5,210.00
5 - Light Poles	\$1,720.00	\$0.00	\$0.00	0.0%	\$1,720.00
6 - Dumpster Enclosure	\$630.00	\$0.00	\$0.00	0.0%	\$630.00
7 - Pond/Berms	\$1,260.00	\$0.00	\$0.00	0.0%	\$1,260.00
8 - Building Control (Shop, Admin, Mat Storage)	\$5,700.00	\$2,850.00	\$2,850.00	100.0%	\$0.00
9 - Anchor Rod As-Builts	\$10,000.00	\$0.00	\$2,412.50	24.1%	\$7,587.50
Fee Total	\$33,490.00	\$5,835.00	\$7,097.50	38.6%	\$20,557.50
Project Total	\$33,490.00	\$5,835.00	\$7,097.50	38.6%	\$20,557.50
AMOUNT DUE			\$7,097.50		

Please Send Payment To

Talisman Civil Consultants, LLC
 1588 South Main Street Ste. 200
 Salt Lake City, UT 84115

Labor Subtotal \$7,097.50
 Direct Expenses Subtotal \$0.00

Invoice Total \$7,097.50
AMOUNT DUE \$7,097.50

Important Notice:

Any requests received by email to change or update our bank account details or to transfer funds electronically must be confirmed by a phone call to the number provided on our invoice. We appreciate your cooperation in our attempt to reduce cyber crime and avoid theft.

All wire transfers will incur a \$15.00 service fee charge and credit card payments will incur a 3% processing fee. Customers wishing to pay by wire transfer or credit card will need to add the additional fees to the invoice total to make payment in full.

TIMESHEET REPORT

Task 3 - Utilities

DATE	EMPLOYEE	HOURS
07-05-2024	Sheldon Barker	10

Task 4 - Curb & Gutter/Walk

DATE	EMPLOYEE	HOURS
07-26-2024	Sheldon Barker	6

Task 8 - Building Control (Shop, Admin, Mat Storage)

DATE	EMPLOYEE	HOURS
07-01-2024	Rob Law	0.5
07-01-2024	Sheldon Barker	6
07-03-2024	Sheldon Barker	6
07-03-2024	William Blackman	6
07-18-2024	Gabriel Nielsen	5.5
07-29-2024	Charles Newkirk	4
07-29-2024	Gabriel Nielsen	4

Task 9 - Anchor Rod As-Builts

DATE	EMPLOYEE	HOURS
07-16-2024	Rob Law	1
07-18-2024	Charles Newkirk	5.5
07-25-2024	Rob Law	1
07-26-2024	Rob Law	3
07-29-2024	Rob Law	2.5
07-30-2024	Rob Law	3



INVOICE

Bill To

Adam Douglass
Okland Construction
 1978 S. West Temple
 Salt Lake City, UT 84115

Inv. # 4073
Date 08-15-2024
Period 06-30-2024 - 07-31-2024
Due 08-15-2024
Project 24-102-00 - Okland - PCEB 3rd Party Survey

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1 - 3rd Party Survey Verification Trip 1	\$1,500.00	\$0.00	\$1,500.00	100.0%	\$0.00
2 - 3rd Party Survey Verification Trip 2	\$1,500.00	\$0.00	\$0.00	0.0%	\$1,500.00
Fee Total	\$3,000.00	\$0.00	\$1,500.00	50.0%	\$1,500.00
Project Total	\$3,000.00	\$0.00	\$1,500.00	50.0%	\$1,500.00
AMOUNT DUE			\$1,500.00		

Please Send Payment To

Talisman Civil Consultants, LLC
 1588 South Main Street Ste. 200
 Salt Lake City, UT 84115

Labor Subtotal	\$1,500.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,500.00
AMOUNT DUE	\$1,500.00

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UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MOUNTAIN REGIONAL WATER OFFICE & MAINTENANCE BUILDING

Property Location: PARK CITY, UT

Undersigned's Customer: Okland Construction Company, Inc.

Invoice/Pay App Number: 02

Payment Amount: \$8,598

Payment Period: Thru 7/31/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment right the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned;
and
- (2) the check is paid by the depository institution on which it is drawn.

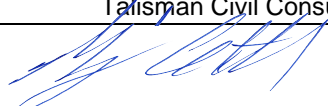
This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 8/30/2024

Talisman Civil Consultants

By: 

Its: Ryan Cathey, President

(Title)

PAYMENT REQUEST FORM

x

From: WARDELL BROTHERS CONSTRUCTION
 Address: PO BOX 827
386 EAST 125 NORTH
MORGAN, UT 84050
 Phone: (801) 829-4999
 Fax: (801) 829-3064
 Email: _____

To: OKLAND CONSTRUCTION COMPANY, INC.
1978 S. WEST TEMPLE
SALT LAKE CITY, UT 84115

Submit to Zak.Day@okland.com
 by the 20th of the month.

Project: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILI
 Request No.: 2.00
 Period Ending: Aug 30/2024

Job No.: 2,351.00
 Cost Code: 3,300.00
 Vendor No.: 92,195.00

STATEMENT OF CONTRACT AMOUNT

Original Subcontract Amount: 772,098.82
 # Approved Subcontract Supplements: 0.00
 # Adjusted Subcontract Amount: 772,098.82

PROGRESS BILLING

Work Completed on Subcontract to Date: 0.14 108,202.25
 # Less Amount Retained: 0.05 5,410.00
 # Total Work Completed Less Retention: 102,792.25
 # Less Previous Requests for Payment: 47,467.70
 # Amount Due This Request: 55,324.55

<i>Discounts Offered:</i>	
_____ % or \$ _____	Pmt. by _____
_____ % or \$ _____	Pmt. by _____
_____ % or \$ _____	Pmt. by _____

NOTE: Requests are due by the 20th of the month.

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC. (the "Contractor") and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connection with the performance of the Subcontract Documents. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases, and forever discharges the Contractor, the Contractor's surety, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above referenced project.

Subscribed and sworn before me this
23 day of Aug, 2024.

WARDELL BROS
 Subcontractor

Notary Public _____

[Signature]
 Authorized Signature

To(OWNER): OKLAND CONSTRUCTION
 1978 S. WEST TEMPLE
 SALT LAKE CITY, UT 84115

Project: MOUNTAIN REGIONAL WATER
 1608 SEGO LILY WAY
 PARK CITY, UT 84098

Application No: 2
 Invoice No: 240402
 Period To: 8/23/2024

From: Wardell Brothers Construction
 P. O. Box 827
 Morgan, UT 84050

Via(Architect):

Architect's
 Project No: 2404
 Invoice Date: 8/20/2024
 Contract Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	772,098.82
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	772,098.82
4. TOTAL COMPLETED & STORED TO DATE.....	\$	108,202.25
5. RETAINAGE.....	\$	5,410.11
6. TOTAL EARNED LESS RETAINAGE.....	\$	102,792.14
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	47,467.70
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	55,324.44
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	669,306.68
(Line 3 less Line 6)		

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	1.MOBILIZATION	2,400.00	0.00	0.00	0.00	0.00	0	2,400.00	0.00
2	2.CLEAR AND GRUB-NOT NEEDED	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
3	3.STRIP AND STOCKPILE TOPSOIL. SPREADING AND FINAL PLACEMENT	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
4	4.SWPPP (STABILIZED CONSTRUCTION ENTRANCE ONLY). ONE TIME IN	3,540.00	0.00	0.00	0.00	0.00	0	3,540.00	0.00
5	5.SITE GRADING. FINE GRADE SITE TO FINISH CONTOURS. MOST OF	65,480.00	32,740.00	5,000.00	0.00	37,740.00	58	27,740.00	1,887.00
6	6.INSTALL ROADBASE IN PARKING LOT. 8" THICK.	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
7	7.FINE GRADE ROADBASE AND PREP FOR ASPHALT	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
8	8.CURB AND GUTTER GRADING. ROADBASE PLACEMENT. NO CONCRETE.	20,372.50	0.00	0.00	0.00	0.00	0	20,372.50	0.00
9	9.EXTERIOR CONCRETE GRADING. INCLUDES SIDEWALK, TRAILS AND D	30,060.00	0.00	0.00	0.00	0.00	0	30,060.00	0.00
10	10.ADA RAMP GRADING. ROADBASE PLACEMENT. NO CONCRETE.	2,270.00	0.00	0.00	0.00	0.00	0	2,270.00	0.00
11	11.APPROACH GRADING. ROADBASE PLACEMENT. NO CONCRETE.	2,760.00	0.00	0.00	0.00	0.00	0	2,760.00	0.00
12	12.STAIR GRADING	1,840.00	0.00	0.00	0.00	0.00	0	1,840.00	0.00
13	13.ADMIN BLDG FOOTING EXCAVATION	9,890.00	8,901.00	0.00	0.00	8,901.00	90	989.00	445.05
14	14.ADMIN BLDG FOOTING BACKFILL	15,840.00	0.00	0.00	0.00	0.00	0	15,840.00	0.00
14.1	14.1.ADMIN BLDG-SLAB GRADING. NO CONCRETE. NO VAPOR BARRIER.	14,800.00	0.00	0.00	0.00	0.00	0	14,800.00	0.00
14.2	14.2.SHOP BLDG-FOOTING EXCAVATION	13,875.00	8,325.00	4,856.25	0.00	13,181.25	95	693.75	659.06
14.3	14.3.SHOP BLDG-FOOTING BACKFILL	18,850.00	0.00	15,080.00	0.00	15,080.00	80	3,770.00	754.00
14.4	14.4.SHOP BLDG SLAB GRADING. NO CONCRETE. NO VAPOR BARRIER.	17,290.00	0.00	0.00	0.00	0.00	0	17,290.00	0.00
14.5	14.5.PARKING CANOPY-FOOTING EXCAVATION	4,130.00	0.00	0.00	0.00	0.00	0	4,130.00	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					
14.6	14.6.PARKING CANOPY-FOOTING BACKFILL	6,850.00	0.00	0.00	0.00	0.00	0	6,850.00	0.00
14.7	14.7.UNLOAD FACILITY-FOOTING EXCAVATION	13,200.00	0.00	0.00	0.00	0.00	0	13,200.00	0.00
14.8	14.8.UNLOAD FACILITY-FOOTING BACKFILL	18,820.00	0.00	0.00	0.00	0.00	0	18,820.00	0.00
15	15.CONNECT TO EXISTING SANITARY SEWER STUB	1,098.00	0.00	0.00	0.00	0.00	0	1,098.00	0.00
16	16.INSTALL 4" PVC SEWER LINE. PRICE INCLUDES GRAVEL BEDDING,	53,015.52	0.00	12,850.00	0.00	12,850.00	24	40,165.52	642.50
17	17.SAND AND OIL INTERCEPTOR. PRICED AS 1000 GALLON SEPARATOR	14,290.00	0.00	0.00	0.00	0.00	0	14,290.00	0.00
18	18.INSTALL SEWER CLEANOUT	10,270.00	0.00	0.00	0.00	0.00	0	10,270.00	0.00
19	19.INSTALL SEWER SAMPLING MANHOLE. INCLUDES REQUIRED LINER.	12,630.00	0.00	0.00	0.00	0.00	0	12,630.00	0.00
20	20.INSTALL SEWER CLEANOUT COLLARS	5,850.00	0.00	0.00	0.00	0.00	0	5,850.00	0.00
21	21.INSTALL SEWER MANHOLE COLLARS	3,750.00	0.00	0.00	0.00	0.00	0	3,750.00	0.00
22	22.INSTALL 4" SANITARY SEWER OUTLET. CONNECTION BY PLUMBERS.	1,050.00	0.00	0.00	0.00	0.00	0	1,050.00	0.00
23	23.STUB AND CAP 4" SEWER LINE AT CLEANOUT FOR FUTURE BUILDIN	425.00	0.00	0.00	0.00	0.00	0	425.00	0.00
24	24.SEWER LINE CONNECTION TO BUILDING (BY OTHERS)	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
25	25.SEWER LINE TESTING	855.00	0.00	0.00	0.00	0.00	0	855.00	0.00
26	26.CONNECT TO EXISTING WATER LINE STUB	3,320.00	0.00	0.00	0.00	0.00	0	3,320.00	0.00
27	27.INSTALL 8" PVC C900 FIRE LINE	1,560.60	0.00	0.00	0.00	0.00	0	1,560.60	0.00
28	28.INSTALL 6" PVC C900 FIRE LINE. SCREEN NATIVE DOWN TO 4" M	31,514.60	0.00	0.00	0.00	0.00	0	31,514.60	0.00
29	29.INSTALL 2" POLYPIPE WATER LATERAL. SAME TRENCH AS 6" WATE	7,968.60	0.00	0.00	0.00	0.00	0	7,968.60	0.00
30	30.8" X 6" REDUCER	620.00	0.00	0.00	0.00	0.00	0	620.00	0.00
31	31.8" X 2" REDUCER	240.00	0.00	0.00	0.00	0.00	0	240.00	0.00
32	32.8" TEE	900.00	0.00	0.00	0.00	0.00	0	900.00	0.00
33	33.6" TEE	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
34	34.2" TEE	240.00	0.00	0.00	0.00	0.00	0	240.00	0.00
35	35.6" - 90 DEGREE BEND	2,700.00	0.00	0.00	0.00	0.00	0	2,700.00	0.00
36	36.2" - 90 DEGREE BEND	225.00	0.00	0.00	0.00	0.00	0	225.00	0.00
37	37.6" - 45 DEGREE BEND	625.00	0.00	0.00	0.00	0.00	0	625.00	0.00
38	38.2" - 45 DEGREE BEND	75.00	0.00	0.00	0.00	0.00	0	75.00	0.00
39	39.6" - 22.5 DEGREE BEND	1,875.00	0.00	0.00	0.00	0.00	0	1,875.00	0.00
40	40.2" - 22.5 DEGREE BEND	225.00	0.00	0.00	0.00	0.00	0	225.00	0.00
41	41.2" - 11.25 DEGREE BEND	75.00	0.00	0.00	0.00	0.00	0	75.00	0.00
42	42.6" VERTICAL BEND	6,875.00	0.00	0.00	0.00	0.00	0	6,875.00	0.00
43	43.2" VERTICAL BEND	525.00	0.00	0.00	0.00	0.00	0	525.00	0.00
44	44.2" WATER METER VAULT	13,800.00	0.00	0.00	0.00	0.00	0	13,800.00	0.00
45	45.WATER CONNECTION TO BUILDING (BY OTHERS)	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
46	46.FIRE HYDRANT ASSEMBLY	9,450.00	0.00	0.00	0.00	0.00	0	9,450.00	0.00
47	47.1" WOODFORD Y1 FREEZELESS YARD HYDRANT ASSEMBLY	435.00	0.00	0.00	0.00	0.00	0	435.00	0.00
48	48.1" POLYPIPE WATER LATERAL	15,598.00	0.00	0.00	0.00	0.00	0	15,598.00	0.00
49	49.1" IRRIGATION POC	540.00	0.00	0.00	0.00	0.00	0	540.00	0.00
50	50.PRESSURE TEST WATER LINE	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
51	51.CONNECT TO EXISTING STORM DRAIN BOX	2,150.00	0.00	0.00	0.00	0.00	0	2,150.00	0.00
52	52.INSTALL 18" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INC	28,012.00	0.00	3,700.00	0.00	3,700.00	13	24,312.00	185.00
53	53.INSTALL 15" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INC	55,180.00	0.00	8,500.00	0.00	8,500.00	15	46,680.00	425.00
54	54.INSTALL 12" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INC	10,125.00	0.00	1,200.00	0.00	1,200.00	12	8,925.00	60.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	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
			D FROM PREV. APPLICATION (D+E)	THIS PERIOD					
55	55.INSTALL 8" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INCH	33,441.00	0.00	5,600.00	0.00	5,600.00	17	27,841.00	280.00
56	56.INSTALL 6" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INCH	12,489.00	0.00	1,450.00	0.00	1,450.00	12	11,039.00	72.50
57	57.INSTALL 4" STORM DRAIN PIPE. SCREEN NATIVE DOWN TO 4 INCH	10,854.00	0.00	0.00	0.00	0.00	0	10,854.00	0.00
58	58.18" PIPE END SECTION	550.00	0.00	0.00	0.00	0.00	0	550.00	0.00
59	59.15" PIPE END SECTION	480.00	0.00	0.00	0.00	0.00	0	480.00	0.00
60	60.3' X 3' STORM DRAIN BOX	49,920.00	0.00	0.00	0.00	0.00	0	49,920.00	0.00
61	61.CURB INLET CATCH BASIN	12,720.00	0.00	0.00	0.00	0.00	0	12,720.00	0.00
62	62.48" STORM DRAIN MANHOLE	9,700.00	0.00	0.00	0.00	0.00	0	9,700.00	0.00
63	63.48" STORM DRAIN MANHOLE COLLARS	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
64	64.STORM DRAIN CLEANOUT	3,680.00	0.00	0.00	0.00	0.00	0	3,680.00	0.00
65	65.STORM DRAIN CLEANOUT COLLARS	2,080.00	0.00	0.00	0.00	0.00	0	2,080.00	0.00
66	66.8" NYLOPLAST DRAIN	14,480.00	0.00	0.00	0.00	0.00	0	14,480.00	0.00
67	67.6" NYLOPLAST DRAIN	3,350.00	0.00	0.00	0.00	0.00	0	3,350.00	0.00
68	68.4" PVC DRAIN PIPE AT WALL FOOTING. NOT SHOWN ON WALLS AT	7,200.00	0.00	0.00	0.00	0.00	0	7,200.00	0.00
69	69.CONNECTION TO DOWNSPOUT (BY OTHERS)	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
70	70.POND EXCAVATION (NO LANDSCAPING). ALL NATIVE MATERIAL TO	14,625.00	0.00	0.00	0.00	0.00	0	14,625.00	0.00
71	71.RIP RAP POND BOTTOM	3,270.00	0.00	0.00	0.00	0.00	0	3,270.00	0.00
72	72.3' CURB CUT WITH RIP RAP OUTFALL DOWN TO SWALE (1' DEEP)	290.00	0.00	0.00	0.00	0.00	0	290.00	0.00
73	73.STANDARD CURB TO RELEASE CURB TRANSITION. GRADING ONLY. C	185.00	0.00	0.00	0.00	0.00	0	185.00	0.00
74	74.FINE GRADE LANDSCAPE AREAS. ESTIMATED TO BE 6" BELOW FINI	6,980.00	0.00	0.00	0.00	0.00	0	6,980.00	0.00
75	75.CONCRETE RETAINING WALL EXCAVATION AND BACKFILL.	19,950.00	0.00	0.00	0.00	0.00	0	19,950.00	0.00
76	76.ROCK LANDSCAPE WALL-BY LANDSCAPER.	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
	Totals	772,098.82	49,966.00	58,236.25	0.00	108,202.25	14	663,896.57	5,410.11

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

Property Location: 5739 PAINTBRUSH RD., PARK CITY, UT 84098

Undersigned's Customer: OKLAND CONSTRUCTION COMPANY, INC.

Invoice/Pay App Number: 02

Payment Amount: \$55,325

Payment Period: Thru Aug 30/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6-505 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 8/30/24

WARDELL BROTHERS CONSTRUCTION


(Company Name)

By: 

Its: Treasurer
(Title)

PAYMENT REQUEST FORM

From: Weathersealed, Inc
658 W Confluence Ave
Murray, UT 84123

To:  1978 South West Temple
 Salt Lake City, Utah 84115
 Phone: (801) 486-0144

OKLAND

PROJECT: Mt Regional Water Office & Maintnace Bldg
VENDOR #: 92637
COST CODE: 10-0791
PAYMENT REQUEST NO.: #1
PERIOD ENDING DATE: 8/31/2024

STATEMENT OF CONTRACT AMOUNT

1.	Original Contract Amount	\$	29,252.00
2.	Approved Contract Supplements	\$	-
3.	Adjusted Contract Amount	\$	29,252.00

PROGRESS BILLING

4.	Work Completed on Contract to Date	\$	14,626.00	
5.	Less Amount Retained	\$	731.30	5% Retainage
6.	Total Work Completed Less Retention	\$	13,894.70	
7.	Less Previous Payment Requests	\$	-	
8.	AMOUNT DUE THIS REQUEST	\$	13,894.70	

Discounts Offered:

	% or \$		by
	% or \$		by
	% or \$		by

(Requests are due by the 16th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

Subcontractor hereby certifies that the work performed and the materials and equipment supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Okland Construction Company, Inc. (Okland) and the undersigned, relative to the above-referenced project.

Subcontractor further certifies that (1) it has paid all of its subcontractors and suppliers for all services, materials, and equipment covered by the previous payments received from Okland, and (2) it has complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws in-so-far applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this Pay Request, Subcontractor hereby waives, releases, and forever discharges Okland, Okland's surety, if any, and the Project Owner from all actions, causes of action, claims, and demands that the undersigned, his or her heirs, legal representatives, and assignees may now have or that might subsequently accrue arising out of or in any manner connected with, directly or indirectly, labor performed, or any other work performed on the above-referenced project.

Subscribed and sworn before me this 19 day of August 2024.

Notary Public 



Weathersealed, Inc
Subcontractor

By: Tara Lemmon
Authorized Signature

Title: VP

Date: 8/19/2024

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Mt Regional water Office & Maintenance Building

Property Location: SLC, UT

Undersigned's Customer: Okland Construction Company, Inc.

Invoice/Pay App Number: 3290-1

Payment Amount: \$13,895

Payment Period: Thru 8/19/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63-56-504 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned;
and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: _____

Weathersealed, Inc

(Company Name)

Tara Lemmon

(Signature)

Tara Lemmon / VP