

**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 **\$1,082,766**, 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 **September 30, 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 October 10, 2024

OKLAND CONSTRUCTION CO., INC.

By: 

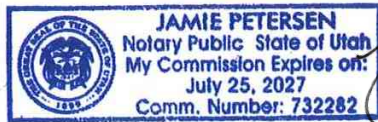
Contractor

Print Name: Ben Schreiter

State of: Utah
County of: Salt Lake

Dated: October 10, 2024

Subscribed and sworn to before me.




Notary Public

Pay Application No. 07

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: **7**
PERIOD FROM: **9/1/2024**
PERIOD TO: **9/30/2024**

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		\$9,794.00	\$0.00
Approved this Month			
Number	Date Approved	\$71,876.00	
OCO02	9/3/2024		
TOTALS		\$81,670.00	\$0.00
Net Change by Change Orders		\$81,670.00	

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.

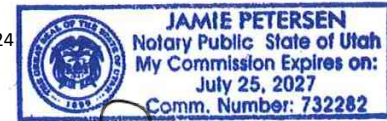
Contractor: **OKLAND CONSTRUCTION COMPANY, INC.
1978 South West Temple
Salt Lake City, Utah 84115**

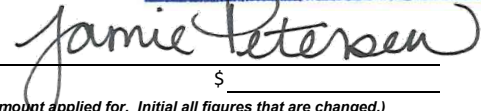
By:  10/8/2024

1 ORIGINAL CONTRACT SUM.....	\$ 15,356,945.00
2 Net change by Change Orders.....	\$ 81,670.00
3 CONTRACT SUM TO DATE.....	\$ 15,438,615.00
4 TOTAL COMPLETED & STORED TO DATE.....	\$ 2,983,527
a. Previous Application	\$ 1,843,773
b. This Application.....	\$ 1,139,754
5 TOTAL RETAINAGE.....	\$ 149,176
a. Previous Application	\$ 92,189
b. This Application.....	\$ 56,988
6 TOTAL EARNED LESS RETAINAGE.....	\$ 2,834,351
(Line 4 less Line 5)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Certificate)	\$ 1,751,584
8 CURRENT PAYMENT DUE.....	\$ 1,082,766
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 12,604,264
(Line 3 Less Line 6)	

State of: Utah
Subscribed and sworn to before me this 8th day of October, 2024
Notary Public:

My Commission expires: July 25, 2027





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: 30-Sep-24

A ITEM CODE	B.1 DESCRIPTION OF WORK	B.2 RESOURCE	C.1 SCHEDULED VALUE	C.2		C.3 ADJUSTED SCHEDULED VALUE	D		E WORK COMPLETED FROM PREVIOUS APPLICATN	F MAT'L STRD (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAIN- AGE
				TOTAL CHANGE ORDER	TOTAL SCHEDULED VALUE		TOTAL COMPLETED & STORED TO DATE (D+E+F)	%			COM- PLTE (G/C)			
												THIS PERIOD		
01-0000	General Conditions	Okland Construction	1,264,002.00	-	1,264,002.00	343,221.00	91,072.00	-	-	-	434,293.00	34	829,709.00	21,715
02-0000	General Requirements	Okland Construction	442,800.00	(42,777.00)	400,023.00	29,507.00	3,571.00	-	-	-	33,078.00	8	366,945.00	1,654
06-0000	Okland Perform Items		-	-	-	-	700.00	-	-	-	700.00	0	(700.00)	35
10-0157	Temporary Controls	Silve Leaf SWPP	-	29,923.00	29,923.00	7,711.00	750.00	-	-	-	8,461.00	28	21,462.00	423
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	12,933.00	1,895.00	-	-	-	14,828.00	59	10,172.00	741
10-0300	Concrete	Cornerstone Concrete	1,417,389.00	27,475.00	1,444,864.00	172,369.00	343,659.00	-	-	-	516,028.00	36	928,836.00	25,801
10-0510	Structural Metal Framing	GEM Buildings	644,432.00	-	644,432.00	128,229.00	432,122.00	-	-	-	560,351.00	87	84,081.00	28,018
10-0511	Structural Metal Framing	Lundhal Ironworks CO	1,678,828.00	-	1,678,828.00	262,655.00	255,447.00	-	-	-	518,102.00	31	1,160,726.00	25,905
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	-	5,757.00	-	-	-	5,757.00	11	45,807.00	288
10-0727	EIFS	WeatherSealed INC	68,278.00	9,200.00	77,478.00	-	29,252.00	-	-	-	29,252.00	38	48,226.00	1,463
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		144,850.00	-	144,850.00	-	-	-	-	-	-	0	144,850.00	-
10-0880	Glazing	Miner LTD Overhead Dr	563,495.00	-	563,495.00	-	20,000.00	-	-	-	20,000.00	4	543,495.00	1,000
10-0929	Gypsum Board	LCG Facades	361,192.00	39,839.00	401,031.00	-	-	-	-	-	-	0	401,031.00	-
10-0930	Tiling	Daw Construction Group	38,885.00	3,781.00	42,666.00	-	-	-	-	-	-	0	42,666.00	-
10-0951	Acoustical Ceilings	Metro Tile Associates	610,170.00	-	610,170.00	-	-	-	-	-	-	0	610,170.00	-
10-0968	Carpeting	K & L Acoustic and Dr	138,240.00	(74,495.00)	63,745.00	-	-	-	-	-	-	0	63,745.00	-
10-0991	Painting	Designteam, INC	166,845.00	-	166,845.00	-	-	-	-	-	-	0	166,845.00	-
10-0997	Special Coatings	Fischer Painting, INC	-	74,069.00	74,069.00	-	-	-	-	-	-	0	74,069.00	-
10-1000	Specialties	Stewart Specialty	34,704.00	-	34,704.00	-	-	-	-	-	-	0	34,704.00	-
10-1014	Signage	Rex W. Williams & Son	22,239.00	3,689.00	25,928.00	-	-	-	-	-	-	0	25,928.00	-
10-1022	Partitions	Allotech	18,817.00	-	18,817.00	-	-	-	-	-	-	0	18,817.00	-
10-1073	Protective Covers	Alder Sales Corporation	-	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	-	54,860.00	-	-	-	54,860.00	11	438,465.00	2,743
10-2600	Electrical	Peerless Electric LLC	1,769,023.00	(54,182.00)	1,714,841.00	-	370,776.00	-	-	-	370,776.00	22	1,344,065.00	18,539
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	(36,761.00)	854,086.00	641,451.00	(533,249.00)	-	-	-	108,202.00	13	745,884.00	5,410
10-3400	Site Accessories		452,317.00	(452,317.00)	-	-	-	-	-	-	-	0	-	-
90-5000	General Liability Insurance	Okland Construction	144,355.00	768.00	145,123.00	17,331.00	10,714.00	-	-	-	28,045.00	19	117,078.00	1,402
90-5400	Sub Default Insurance	Okland Construction	168,926.00	898.00	169,824.00	20,282.00	12,537.00	-	-	-	32,819.00	19	137,005.00	1,641
90-5900	Surety Bonds	Okland Construction	79,856.00	425.00	80,281.00	79,907.00	-	-	-	-	79,907.00	100	374.00	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	2,859.00	540,352.00	64,532.00	39,891.00	-	-	-	104,423.00	19	435,929.00	5,221
99-3000	Contractors Contingency	Okland Construction	460,708.00	-	460,708.00	-	-	-	-	-	-	0	460,708.00	-
TOTALS			\$ 15,356,945.00	\$ 81,670.00	\$ 15,438,615.00	\$ 1,843,773.00	\$ 1,139,754.00	\$ -	\$ 2,983,527.00	19	\$ 12,455,088.00	\$ 149,176		

2351 MOUNTAIN REGIONAL WATER CAMPUS
 FOR PERIOD 09-01-2024 TO 09-30-2024

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		09-18-24	COMPLIANCE SERVICES SEPT. 2024	79070	SILVER LEAF SWPPP, INC.	60152		750.00	252.00	
					****	Category M Total	.00*	750.00*		
					****	Cost Code 10-0157 Total	.00*	750.00*		
10-0221 SURVEYS										
S		09-30-24	BILLING-SEPT24	83154	TALISMAN CIVIL CONSULTANT	2351-03-63%		1,895.00	253.00	
					****	Category S Total	.00*	1,895.00*		
					****	Cost Code 10-0221 Total	.00*	1,895.00*		
10-0300 CONCRETE										
S		09-30-24	BILLING - SEP24	15710	CORNERSTONE CONCRETE LLC	2351-03-26%		201,961.00	253.00	
		09-30-24	BILLING - SEP24	15710	CORNERSTONE CONCRETE LLC	2351-04-36%		141,698.00	253.00	
					****	Category S Total	.00*	343,659.00*		
					****	Cost Code 10-0300 Total	.00*	343,659.00*		
10-0510 STRUCTURAL METAL FRAMING										
S		09-30-24	BILLING - SEP24	30729	GEM BUILDINGS	2351-04-62%		267,462.00	253.00	
		09-30-24	BILLING - SEP24	30729	GEM BUILDINGS	2351-05-88%		164,660.00	253.00	
					****	Category S Total	.00*	432,122.00*		
					****	Cost Code 10-0510 Total	.00*	432,122.00*		
10-0511 STRUCTURAL METAL FRAMING										
S		09-30-24	BILLING - SEP24	53665	LUNDAHL IRONWORKS COMPANY	2351-03-17%		14,433.00	253.00	
		09-30-24	BILLING - SEP24	53665	LUNDAHL IRONWORKS COMPANY	2351-04-31%		241,014.00	253.00	
					****	Category S Total	.00*	255,447.00*		
					****	Cost Code 10-0511 Total	.00*	255,447.00*		
10-0721 THERMAL INSULATION										
S		09-30-24	BILLING - SEP24	69833	PENGUIN INSULATION	2351-01-10%		2,705.00	253.00	
		09-30-24	BILLING - SEP24	69833	PENGUIN INSULATION	2351-02-21%		3,052.00	253.00	
					****	Category S Total	.00*	5,757.00*		
					****	Cost Code 10-0721 Total	.00*	5,757.00*		
10-0727 AIR BARRIERS										
S		09-30-24	BILLING - SEP24	92637	WEATHERSEALED, INC.	2351-01-38%		14,626.00	253.00	
		09-30-24	J2351 MOUNTAIN REGIONAL	92637	WEATHERSEALED, INC.	2351-02-76%		14,626.00	253.00	
					****	Category S Total	.00*	29,252.00*		
					****	Cost Code 10-0727 Total	.00*	29,252.00*		
10-0880 GLAZING										
S		09-30-24	BILLING - SEP24	51785	LCG FACADES	2351-01-4%		20,000.00	253.00	
					****	Category S Total	.00*	20,000.00*		
					****	Cost Code 10-0880 Total	.00*	20,000.00*		
10-2300 HVAC										
S		09-30-24	BILLING - SEP24	05747	ATLAS SHEET METAL, INC.	2351-01-11%		54,860.00	253.00	
					****	Category S Total	.00*	54,860.00*		
					****	Cost Code 10-2300 Total	.00*	54,860.00*		
10-2600 ELECTRICAL										
S		09-30-24	BILLING - SEP24	69735	PEERLESS ELECTRIC LLC	2351-01-18%		317,097.00	253.00	
		09-30-24	BILLING - SEP24	69735	PEERLESS ELECTRIC LLC	2351-02-22%		53,679.00	253.00	
					****	Category S Total	.00*	370,776.00*		
					****	Cost Code 10-2600 Total	.00*	370,776.00*		
10-3300 UTILITIES/ EARTHWORK										
S		09-30-24	BILLING - SEP24	92195	WARDELL BROTHERS CONSTRUC	2351-02-14%		58,236.00	253.00	
					****	Category S Total	.00*	58,236.00*		
					****	Cost Code 10-3300 Total	.00*	58,236.00*		
					****	Pay Item 10 Total	.00*	1,572,754.00*		
					****	Job 2351 Total	.00*	1,572,754.00*		

PAYMENT REQUEST FORM

From: Atlas Sheet Metal, Inc.
 Address: 4135 West Nike Drive
West Jordan, UT 84088

Phone: 801-268-4828
 Fax: 801-268-4899
 Email: accounting@atlassheetmetalinc.com

To:

Submit to Amanda.Roper@okland.com
by the 20th of the month.

Project: 2351-05747 Mountain Regional Water Office & ^ Main. Bldg.
 Request No.: 01
 Period Ending: 9/30/2024

Job No.: 2351
 Cost Code: 10-2300
 Vendor No.: _____

STATEMENT OF CONTRACT AMOUNT

1. Original Subcontract Amount:	\$	493,325
2. Approved Subcontract Supplements:	\$	-
3. Adjusted Subcontract Amount:	\$	493,325

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	11%	\$	54,860
5. Less Amount Retained:	5%	\$	2,743
6. Total Work Completed Less Retention:		\$	52,117
7. Less Previous Requests for Payment:		\$	-
8. Amount Due This Request:		\$	52,117

<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 (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 Sept, 2024

Atlas Sheet Metal, Inc.
Subcontractor

Amanda Suet
Authorized Signature

Notary Public _____

SUBCONTRACTOR:

Atlas Sheet Metal, Inc.

APPLICATION NUMBER: 01

PROJECT NAME:

2351-05747 Mountain Regional Water Office & Main Bldg.

APPLICATION DATE: 9/20/2024

PERIOD FROM: 9/1/2024

TO: 9/30/2024

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 MTLs.				
01	Equipment- MPI	321,521		321,521	-	54,860	-	54,860	17%	266,661	2,743
02	Misc. materials	70,156		70,156	-	-	-	-	0%	70,156	-
03	Crane/Lifts	8,949		8,949	-	-	-	-	0%	8,949	-
04	Test and Balance	6,669		6,669	-	-	-	-	0%	6,669	-
05	Field Labor	68,640		68,640	-	-	-	-	0%	68,640	-
06	Shop Labor	16,640		16,640	-	-	-	-	0%	16,640	-
07	O&M's	750		750	-	-	-	-	0%	750	-
08		-		-	-	-	-	-		-	-
09		-		-	-	-	-	-		-	-
10		-		-	-	-	-	-		-	-
11		-		-	-	-	-	-		-	-
12		-		-	-	-	-	-		-	-
13		-		-	-	-	-	-		-	-
14		-		-	-	-	-	-		-	-
15		-		-	-	-	-	-		-	-
APPROVED OKLAND GENERATED SUPPLEMENTS											
#1			-	-	-	-	-	-		-	-
#2			-	-	-	-	-	-		-	-
#3			-	-	-	-	-	-		-	-
#4			-	-	-	-	-	-		-	-
#5			-	-	-	-	-	-		-	-
#6			-	-	-	-	-	-		-	-
#7			-	-	-	-	-	-		-	-
#8			-	-	-	-	-	-		-	-
#9			-	-	-	-	-	-		-	-
#10			-	-	-	-	-	-		-	-

SUBCONTRACTOR:

Atlas Sheet Metal, Inc.

APPLICATION NUMBER:

01

PROJECT NAME:

2351-05747 Mountain Regional Water Office & Main Bldg.

APPLICATION DATE:

9/20/2024

PERIOD FROM:

9/1/2024

TO:

9/30/2024

CONTINUATION SHEET (AIA G703 Format)

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER	REVISED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE 5%
						THIS APPLICATION					
						WORK IN PLACE	STORED MTLs.				
TOTAL THIS PAGE		493,325	-	493,325	-	54,860	-	54,860	11%	438,465	2,743

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: 2351-05747 Mountain Regional Water Office &^ Main. Bldg.

Property Location: _____

Undersigned's Customer: Okland Construction Company, Inc.

Invoice/Pay App Number: 01

Payment Amount: \$52,117.00

Payment Period: Thru 9/30/2024

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-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: 9/20/2024

Atlas Sheet Metal, Inc.

(Company Name)


Brenda Salt

(Signature)

Brenda Salt Office Admin

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.: 4
PERIOD
ENDING DATE: 9/30/2024

STATEMENT OF CONTRACT AMOUNT

1.	Original Contract Amount	\$	1,444,864.00
2.	Approved Contract Supplements	\$	-
3.	Adjusted Contract Amount	\$	1,444,864.00

PROGRESS BILLING

4.	Work Completed on Contract to Date	\$	516,028.00	36% to date
5.	Less Amount Retained	\$	25,801.40	5% Retainage
6.	Total Work Completed Less Retention	\$	490,226.60	
7.	Less Previous Payment Requests	\$	355,613.50	
8.	AMOUNT DUE THIS REQUEST	\$	134,613.10	

Discounts Offered:		% 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

#02 -			\$ -			\$ -	0%	\$ -	\$ -	
#03 -			\$ -			\$ -	0%	\$ -	\$ -	
#04 -			\$ -			\$ -	0%	\$ -	\$ -	
#05 -			\$ -			\$ -	0%	\$ -	\$ -	
#06 -			\$ -			\$ -	0%	\$ -	\$ -	
#07 -			\$ -			\$ -	0%	\$ -	\$ -	
#08 -			\$ -			\$ -	0%	\$ -	\$ -	
#09 -			\$ -			\$ -	0%	\$ -	\$ -	
#10 -			\$ -			\$ -	0%	\$ -	\$ -	
#11 -			\$ -			\$ -	0%	\$ -	\$ -	
#12 -			\$ -			\$ -	0%	\$ -	\$ -	
#13 -			\$ -			\$ -	0%	\$ -	\$ -	
#14 -			\$ -			\$ -	0%	\$ -	\$ -	
#15 -			\$ -			\$ -	0%	\$ -	\$ -	
SUBTOTAL:		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
TOTALS		\$ 1,444,864.00	\$ -	\$ 1,444,864.00	\$ 374,330.00	\$ 141,698.00	\$ 516,028.00	36%	\$ 928,836.00	\$ 25,801.40

Submitted Subcontract Scope Changes Awaiting Review, Modification, Approval, or Rejection									
Subcontractor Reference No. and Description of the Scope Change								Date Submitted	Amount
SUBTOTAL:									\$ -

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: 04

Payment Amount: \$134,613

Payment Period: Thru 9/30/2024

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-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. 23170-05
Period Ending 09/30/24

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:	88%	\$	560,350.80
5. Less Amount Retained:	5%	\$	28,017.54
6. Total Work Completed Less Retention:		\$	532,333.26
7. Less Previous Requests for Payment:		\$	375,906.16
8. Amount Due This Request:		\$	156,427.10

<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 16 day of Sept, 2024



Lori Woodward
 Notary Public

GEM Buildings

Subcontractor

Ryan Burt
 Authorized Signature

SUBCONTRACTOR:

GEM BUILDINGS

APPLICATION NUMBER: 23170-05

PROJECT NAME:

Mountain Regional Water

APPLICATION DATE: 9/15/2024

PERIOD FROM: 09/01/24

TO: 09/30/24

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		G		H TOTAL COMPLETED AND STORED TO DATE	I %	J BALANCE TO FINISH	K RETAINAGE 5%
					PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION						
						WORK IN PLACE	STORED MTLs.					
01		-		-	-	-	-	-	-		-	-
02	Professional Services	18,762.00	-	18,762.00	15,947.70	1,876.20	-	17,823.90	0.95	938.10	891.20	
03	Alt #1+3+4+5 Profession	6,173.00	-	6,173.00	3,086.50	3,086.50	-	6,173.00	1.00	-	308.65	
03	Materials	449,127.00	-	449,127.00	314,388.90	67,369.05	-	381,757.95	0.85	67,369.05	19,087.90	
04	Alt #1+3+4+5 Materials	155,669.00	-	155,669.00	62,267.60	85,617.95	-	147,885.55	0.95	7,783.45	7,394.28	
04	Freight	4,388.00	-	4,388.00	-	3,510.40	-	3,510.40	0.80	877.60	175.52	
05	Alt #1+3+4+5 Freight	4,000.00	-	4,000.00	-	3,200.00	-	3,200.00	0.80	800.00	160.00	
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	395,690.70	164,660.10	-	560,350.80	0.88	77,768.20	28,017.54	

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: 23170-05
Payment Amount: \$156,427.10
Payment Period: Thru 09/30/24

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: 9/16/24

GEM BUILDINGS
(Company Name)

(Signature)

Ryan Burt - Accounting Manager

PAYMENT REQUEST FORM

Exhibit E

From: Shawn Grams
Linford Contract Glazing, LLC
1211 South 700 West Salt Lake City Utah 84104
Phone: (801) 975-0281

To: Okland Construction
1978 South West Temple
Salt Lake City, UT 84115
Phone: (801) 486-0144
Fax: (801) 486-7570

PROJECT: MRWC
COST CODE: 2351-10-0880
REQUEST NO.: LCG-265-001
DATE: 9/20/2024

STATEMENT OF CONTRACT AMOUNT

Table with 2 columns: Item number and Amount. 1. Original Contract Amount \$ 561,177.00; 2. Approved Contract Supplements \$ -; 3. Adjusted Contract Amount \$ 561,177.00

PROGRESS BILLING

Table with 3 columns: Item number, Amount, and Percentage. 4. Work Completed on Contract to Date \$ 20,000.00 4% % to date; 5. Less Amount Retained \$ 1,000.00 5% Retainage; 6. Total Work Completed Less Retention \$ 19,000.00; 7. Less Previous Payment Requests \$ -; 8. AMOUNT DUE THIS REQUEST \$ 19,000.00

(Requests are due by the 15th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

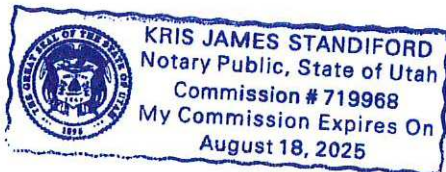
I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Okland Construction Company, Inc. (OCC) and the undersigned, relating to the above 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 this Contract. 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 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 OCC, OCC's surety, and the Project Owner from all actions, causes of actions, 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 20th day of September 20 24
Notary Public [Signature]
Title:
Date: 9-20-2024

LCG Facades
Subcontractor
By: [Signature]
Authorized Signature





MRWC

SCHEDULE OF VALUES

Application Number

001

Application Date

9/20/2024

Time Period

9/1/2024

to

9/30/2024

A	B	C	D		E	F	G	H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	%	BALANCE REMAINING (C-F)	RETAINAGE AMOUNT (Ex5%)	
1	Shop Drawings & Submittals	\$ 32,333.00	\$ -	\$ 20,000.00	\$ 20,000.00	62%	\$ 12,333.00	\$ 1,000.00	
2	Material - CW & SF	\$ 130,662.00	\$ -	\$ -	\$ -	0%	\$ 130,662.00	\$ -	
3	Material - Exterior CW & SF Glass	\$ 70,059.00	\$ -	\$ -	\$ -	0%	\$ 70,059.00	\$ -	
4	Material - Doors & Hardware	\$ 99,846.00	\$ -	\$ -	\$ -	0%	\$ 99,846.00	\$ -	
5	Material - NanaWall Door	\$ 51,991.00	\$ -	\$ -	\$ -	0%	\$ 51,991.00	\$ -	
6	Shop Labor - CW & SF Frames	\$ 31,535.00	\$ -	\$ -	\$ -	0%	\$ 31,535.00	\$ -	
7	Shop Labor - Doors & Hardware	\$ 13,208.00	\$ -	\$ -	\$ -	0%	\$ 13,208.00	\$ -	
8	Field Labor - CW & SF Frames & Glass	\$ 90,509.00	\$ -	\$ -	\$ -	0%	\$ 90,509.00	\$ -	
9	Field Labor - Doors	\$ 9,916.00	\$ -	\$ -	\$ -	0%	\$ 9,916.00	\$ -	
10	Equipment	\$ 31,118.00	\$ -	\$ -	\$ -	0%	\$ 31,118.00	\$ -	
TOTALS		\$ 561,177.00	\$ -	\$ 20,000.00	\$ 20,000.00	4%	\$ 541,177.00	\$ 1,000.00	

\$ 19,000.00

UTAH CONDITIONAL WAIVER AND RELEASE UPON PRC

Property Name: MOUNTAIN REGIONAL WATER OFFICE AND N

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

Undersigned's Customer: OKLAND CONSTRUCTION COMPANY, INC.

Invoice/Pay App Number: #001

Payment Amount: \$19,000.00

Payment Period: Thru 9/30/24

To the extent provided below, this document becomes effective to release and the waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Precor or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 6: the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amou 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, equi materials, and equipment furnished by the undersigned to the Property or to the U the subject of the Invoice or Payment Application, but only to the extent of the Pay release does not apply to any retention withheld; any items, modifications, or chan 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 mc this progress payment promptly to pay in full all the undersigned's laborers, subco suppliers for all work, materials, equipment, or combination of work, materials, and

this waiver and release.

Acknowledged, affirmed and subscribed by the undersigned.

Dated: 9/20/24

LCG Facades

By: Shawn Grams

Its: Senior PM

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 BUIL
 Request No. 04
 Period Ending 9/30/2024

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: 32% \$ 518,102
 5. Less Amount Retained: 5% \$ 25,905
 6. Total Work Completed Less Retention: \$ 492,197
 7. Less Previous Requests for Payment: \$ 263,234
 8. Amount Due This Request: \$ 228,963

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

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

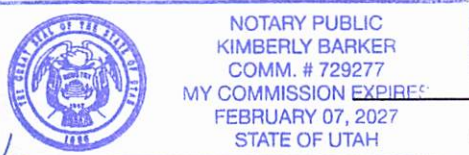
CERTIFICATE OF THE SUBCONTRACTOR

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 16 day of Sept, 2024.



Lundahl Ironworks Company
 Subcontractor

Notary Public Kimberly Barker

Mary Jensen
 Authorized Signature

SUBCONTRACTOR:

LUNDAHL IRONWORKS COMPANY

APPLICATION NUMBER:

04

PROJECT NAME:

MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

APPLICATION DATE:

9/16/2024

PERIOD FROM:

9/1/2024

TO:

9/30/2024

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	H 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	89,501	224,139	50%	224,654	11,207	
04	Freight	14,145	-	14,145	707		707	5%	13,438	35	
05	Joist and Deck	96,217	-	96,217	28,865		28,865	30%	67,352	1,443	
06	Erection	757,568	-	757,568	-	151,514	151,514	20%	606,054	7,576	
07		-	-	-	-	-	-		-	-	
08		-	-	-	-	-	-		-	-	
09		-	-	-	-	-	-		-	-	
10		-	-	-	-	-	-		-	-	
11		-	-	-	-	-	-		-	-	
12		-	-	-	-	-	-		-	-	
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14		-	-	-	-	-	-		-	-	
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16		-	-	-	-	-	-		-	-	
17		-	-	-	-	-	-		-	-	
18		-	-	-	-	-	-		-	-	
19		-	-	-	-	-	-		-	-	
20		-	-	-	-	-	-		-	-	
21		-	-	-	-	-	-		-	-	
TOTAL THIS PAGE		1,633,815	-	1,633,815	277,088	241,014	518,102	32%	1,115,713	25,905	

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: 04
Payment Amount: \$228,963
Payment Period: Thru 9/30/2024

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: 9-16-24

LUNDAHL IRONWORKS COMPANY

(Company Name)

By: 

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.: 02
Period Ending: 9/30/24

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:	\$ 1,714,841.00

PROGRESS BILLING

4. Work Completed on Subcontract to Date:	22%	\$ 370,776.00
5. Less Amount Retained:	5%	\$ 18,538.80
6. Total Work Completed Less Retention:		\$ 352,237.20
7. Less Previous Requests for Payment:		\$ 301,242.15
8. Amount Due This Request:		\$ 50,995.05

<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

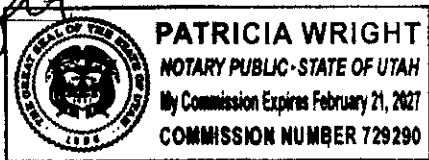
I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Subcontract Documents (and all authorized changes thereto) between OKLAND CONSTRUCTION COMPANY, INC. (the "Contractor") and the undersigned, 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 Sept., 2024

Notary Public: *[Signature]*



Peerless Electric
 Subcontractor
[Signature]
 Authorized Signature

CONTINUATION SHEET

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

Peerless Job # 2406

INVOICE #: 2
 APPLICATION DATE: 9/20/24
 PERIOD TO: 9/30/24

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 O R 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	\$42,920.00	\$0.00	\$0.00	\$42,920.00	100.00%		\$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	\$119,413.00	\$0.00	\$0.00	\$119,413.00	98.63%	\$1,657.00	\$5,970.65
	4b Labor-07	\$120,150.00	\$9,162.00	\$46,124.00	\$0.00	\$55,286.00	46.01%	\$64,864.00	\$2,764.30
5	EMT Rough in								
	5a Material-06	\$103,010.00	\$86,210.00	\$0.00	\$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	\$59,392.00	\$0.00	\$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	\$4,392.00	\$0.00	\$4,392.00	18.00%	\$20,010.00	\$219.60	
	14b Labor-07	\$18,375.00	\$0.00	\$3,163.00	\$0.00	\$3,163.00	17.21%	\$15,212.00	\$158.15	
				Total Billed on Contract		\$370,776.00				
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	\$317,097.00	\$53,679.00	\$0.00	\$370,776.00	21.58%	\$1,347,065.00	\$18,538.80	

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: 2
Payment Amount: \$50995.05
Payment Period: Thru 9/30/24

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: 9/20/24

PEERLESS ELECTRIC LLC
(Company Name)
By: 
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 BUILDING
 Request No. 240920010
 Period Ending 9/30/2024

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:	21%	\$	5,757.39
5. Less Amount Retained:	5%	\$	288.00
6. Total Work Completed Less Retention:		\$	5,469.39
7. Less Previous Requests for Payment:		\$	2,570.12
8. Amount Due This Request:		\$	2,899.27

<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

_____ day of _____, 20_____.

Notary Public _____

Penguin Insulation Services II LLC
 Subcontractor
 DocuSigned by:
Jose Bolanos
 1869D91B4124451... Authorized Signature

SUBCONTRACTOR:

PENGUIN INSULATION

APPLICATION NUMBER: 240920010

PROJECT NAME:

MOUNTAIN REGIONAL WATER OFFICE AND MAINTENANCE BUILDING

APPLICATION DATE: 9/20/2024

PERIOD FROM: 9/1/2024

TO: 9/30/2024

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	Shop Building	\$ -	-	\$0.00	-	-	-		\$0.00	-	
02	R11 Unfaced Batt	\$589.49	-	\$589.49	-	-	-	0%	\$589.49	-	
03	R19 Unfaced Batt	\$460.14	-	\$460.14	-	-	-	0%	\$460.14	-	
04	R19 Unfaced Batt	\$924.77	-	\$924.77	-	-	-	0%	\$924.77	-	
05	R30 Unfaced Batt	\$823.00	-	\$823.00	-	-	-	0%	\$823.00	-	
06	6 Mil Vapor barrier	\$370.59	-	\$370.59	-	-	-	0%	\$370.59	-	
07	2" XPS Dow Grey Board	\$2,705.39	-	\$2,705.39	2,705.39	-	2,705.39	100%	\$0.00	135.27	
08		\$ -	-	\$0.00	-	-	-		\$0.00	-	
09	Water Campus Office Building	\$ -	-	\$0.00	-	-	-		\$0.00	-	
10	R11 Unfaced Batt	\$598.92	-	\$598.92	-	-	-	0%	\$598.92	-	
11	R19 Unfaced Batt	\$477.00	-	\$477.00	-	-	-	0%	\$477.00	-	
12	R19 Unfaced Batt	\$3,817.45	-	\$3,817.45	-	-	-	0%	\$3,817.45	-	
13	R30 Unfaced Batt	\$4,896.78	-	\$4,896.78	-	-	-	0%	\$4,896.78	-	
14	3.5" Closed Cell Spray Foam	\$2,310.73	-	\$2,310.73	-	-	-	0%	\$2,310.73	-	
15	5" Closed Cell Spray Foam	\$3,138.67	-	\$3,138.67	-	-	-	0%	\$3,138.67	-	
16	6 Mil Vapor barrier	\$2,562.47	-	\$2,562.47	-	-	-	0%	\$2,562.47	-	
17	6 Mil Vapor barrier	\$1,253.60	-	\$1,253.60	-	-	-	0%	\$1,253.60	-	
18	2" XPS Dow Grey Board	\$3,052.00	-	\$3,052.00	-	3,052.00	3,052.00	100%	\$0.00	152.60	
19		\$0.00	-	\$0.00	-	-	-		\$0.00	-	
20		\$0.00	-	\$0.00	-	-	-		\$0.00	-	
21		\$0.00	-	\$0.00	-	-	-		\$0.00	-	
TOTAL THIS PAGE		\$27,981.00	-	\$27,981.00	\$2,705.39	\$3,052.00	-	\$5,757.39	21%	\$22,223.61	\$287.87

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: 240920010

Payment Amount: \$2,899

Payment Period: Thru 9/30/2024

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: _____

PENGUIN INSULATION

By: _____



Its: _____

(Title)

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: 03

Payment Amount: \$1,895

Payment Period: Thru 9/30/2024

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-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.

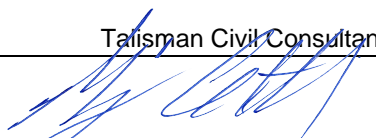
This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent 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: 9/30/2024

Talisman Civil Consultants

By: 

Its: Ryan Cathey, President

(Title)



INVOICE

Bill To

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

Inv. # 4158
Date 09-11-2024
Period 08-01-2024 - 08-31-2024
Due 09-11-2024
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	\$2,530.00	\$0.00	50.0%	\$2,530.00
4 - Curb & Gutter/Walk	\$5,780.00	\$570.00	\$0.00	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	\$5,700.00	\$0.00	100.0%	\$0.00
9 - Anchor Rod As-Builts	\$10,000.00	\$2,412.50	\$0.00	24.1%	\$7,587.50
10 - Directed Additional Building Survey	\$1,895.00	\$0.00	\$1,895.00	100.0%	\$0.00
Fee Total	\$35,385.00	\$12,932.50	\$1,895.00	41.9%	\$20,557.50
Project Total	\$35,385.00	\$12,932.50	\$1,895.00	41.9%	\$20,557.50
AMOUNT DUE			\$1,895.00		

Please Send Payment To

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

Labor Subtotal \$1,895.00
 Direct Expenses Subtotal \$0.00
Invoice Total \$1,895.00
AMOUNT DUE \$1,895.00

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 10 - Directed Additional Building Survey

DATE	EMPLOYEE	HOURS
08-02-2024	Charles Newkirk	5
08-02-2024	Gabriel Nielsen	5
08-17-2024	Rob Law	0.5
08-19-2024	Charles Newkirk	4.5
08-19-2024	Gabriel Nielsen	4.5

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.: #2
PERIOD ENDING DATE: 9/30/2024

STATEMENT OF CONTRACT AMOUNT

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

PROGRESS BILLING

4. Work Completed on Contract to Date	\$	<u>29,252.00</u>	100% to date
5. Less Amount Retained	\$	<u>1,462.60</u>	5% Retainage
6. Total Work Completed Less Retention	\$	<u>27,789.40</u>	
7. Less Previous Payment Requests	\$	<u>13,894.70</u>	<i>Discounts Offered:</i>
8. AMOUNT DUE THIS REQUEST	\$	<u>13,894.70</u>	% 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

16 day of September 2024.

Notary Public



Weathersealed, Inc

Subcontractor

By: Tara Lemmon
 Authorized Signature

Title: VP

Date: 9/16/2024

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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: 3303-2
Payment Amount: \$13,895
Payment Period: Thru 9/16/2024

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: 9/16/2024

Weathersealed, Inc

(Company Name)

Tara Lemmon

(Signature)

Tara Lemmon / VP