

# WAUFORD

J. R. Wauford & Company, Consulting Engineers, Inc.  
www.jrwauford.com

December 22, 2023

Mr. Eric Hickman, P.E.  
General Manager  
Ohio County Water District  
124 E. Washington Street  
P. O. Box 207  
Hartford, Kentucky 42347

RE: Water System Improvements  
Raw Water Intake Improvements  
Ohio County Water District  
Hartford, Kentucky  
Wauford Project No. 2125; Contract 21-01  
CDBG Project No. 21-006

Dear Mr. Hickman:

Enclosed is one (1) copy of Estimate No. 3 for Garney Companies, Inc., contractor for the above referenced project, in the amount of \$680,445.00. We have reviewed the estimate and recommend payment of this amount at this time.

We also recommend an additional \$75,605.00 be placed into a retainage account. This will bring the total amount placed in the retainage account to \$162,703.00.

Should you have any questions, please contact me.

Yours very truly,

J. R. WAUFORD & COMPANY,  
CONSULTING ENGINEERS, INC.



Trevor L. Bradshaw  
Manager of Field Services

TLB:lan

Enclosure

cc: Blake Edge – GRADD (via email)  
Ben Janson – Garney (via email)  
Kyle Davis – Wauford  
2125 estimate file

60 Volunteer Boulevard  
Jackson, Tennessee 38305  
(731) 668-1953  
Fax (731) 668-6809

2835 Lebanon Pike  
P.O. Box 140350 Nashville,  
Tennessee 37214  
(615) 883-3243  
Fax (615) 391-3710

908 West Broadway Avenue  
Maryville, Tennessee 37801  
(865) 984-9638  
Fax (865) 983-4327



OWNER'S PROJECT NUMBER: 21-01  
 PERIODIC PAY ESTIMATE NUMBER: 3  
 APPLICATION PERIOD ENDING: December 25, 2023  
 APPLICATION DATE: December 20, 2023  
 PERCENT COMPLETE: 31.70

PERIODIC PAY ESTIMATE FOR: WATER SYSTEM IMPROVEMENTS  
 Project No. 21-01  
 Contract No. 21-006

(A) Item No	(B) Description	(C)		(D)		(E)		(F)		(G)		(H)		(I)		(J)		(K)		(L)		(M) %	(N) Fund/Acct
		Quantity	Units	Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost		
1	Screening Assemblies					\$ 1,635,000.00																	
1.1	Mobilization	1	LS			\$ 350,000.00	\$ 350,000.00							1	\$350,000.00					1.00	\$350,000.00	100.00	
1.2	Demobilization	1	LS			\$ 148,020.00	\$ 148,020.00													0.00	\$0.00	0.00	
1.3	General Conditions	1	LS			\$ 50,000.00	\$ 50,000.00	0.1	\$5,000.00					0.2	\$10,000.00					0.30	\$15,000.00	30.00	
1.4	Bonds & Insurance	1	LS			\$ 76,980.00	\$ 76,980.00							1	\$76,980.00					1.00	\$76,980.00	100.00	
1.5	Micropile Installation	12	EA			\$ 45,000.00	\$ 540,000.00	12	\$540,000.00											12.00	\$540,000.00	100.00	
1.6	Screen and Frame Installation	2	EA			\$ 235,000.00	\$ 470,000.00													0.00	\$0.00	0.00	
2	Rock Drilling in River 10 feet into bedrock at ea. screen location					\$ 16,500.00																	
2.1	Rock Drilling in River 10 feet into bedrock at ea. screen location	1	LS			\$ 16,500.00	\$ 16,500.00							1	\$16,500.00					1.00	\$16,500.00	100.00	
3	Additional 8-inch micropile depth installed into soil > 12 Feet					\$ 28,000.00																	
3.1	Additional 8-inch micropile depth installed into soil > 12 Feet	80	VF			\$ 350.00	\$ 28,000.00	103	\$36,050.00											103.00	\$36,050.00	128.75	
4	20" Flexlok and Flexring DIP and 4" Flexlok and Flexring DIP					\$ 1,895,000.00																	
4.1	20" and 4" Ductile Iron Pipe (20" and 4" Same Ditch to 22.5 Bend)	310	LF			\$ 4,850.00	\$ 1,503,500.00													0.00	\$0.00	0.00	
4.2	20" Screens to Valve Vault (20" Same Ditch w/out 4" to Vault - Trench Footage)	76	LF			\$ 4,250.00	\$ 323,000.00													0.00	\$0.00	0.00	
4.3	4" Ductile Iron Pipe (Air Burst Lines to Compressor Same Ditch - Trench Footage)	230	LF			\$ 165.00	\$ 37,950.00													0.00	\$0.00	0.00	
4.4	20" Bypass Connection	1	LS			\$ 30,550.00	\$ 30,550.00													0.00	\$0.00	0.00	
5	Valve Vault including valves, structure, and handrail - Complete					\$ 1,175,000.00																	
5.1	Excavate and shore shaft	40	VF			\$ 17,500.00	\$ 700,000.00	10	\$175,000.00											29.00	\$507,500.00	72.50	
5.2	Concrete Footer and Walls	1	LS			\$ 50,000.00	\$ 50,000.00													0.00	\$0.00	0.00	
5.3	Stack out MH	44.5	VF			\$ 5,000.00	\$ 222,500.00													0.00	\$0.00	0.00	
5.4	20" Valve Install including valve stems and stem guides	2	EA			\$ 55,000.00	\$ 110,000.00													0.00	\$0.00	0.00	
5.5	Steps, Handrail, Grating, Valve Boxes, Parking Lot, RCP, and Fencing	1	LS			\$ 92,500.00	\$ 92,500.00													0.00	\$0.00	0.00	
6	Installation of Screening Assembly Air Compressor Package					\$ 180,000.00																	
6.1	Installation of Screening Assembly Air Compressor Package	1	LS			\$ 180,000.00	\$ 180,000.00													0.00	\$0.00	0.00	
7	Closed Circuit Television of Existing 16-inch Pipeline					\$ 2,500.00																	
7.1	Installation of Screening Assembly Air Compressor Package	1	LS			\$ 2,500.00	\$ 2,500.00													0.00	\$0.00	0.00	
8	Site Work - Incidentals					\$ 200,000.00																	
8.1	Clearing	1	LS			\$ 85,000.00	\$ 85,000.00													1.00	\$85,000.00	100.00	
8.2	Demo Existing Valve Structure	1	LS			\$ 45,000.00	\$ 45,000.00													0.00	\$0.00	0.00	
8.3	Rip-Rap Slopes around Parking Lot	1	LS			\$ 70,000.00	\$ 70,000.00													0.00	\$0.00	0.00	
	<b>TOTALS</b>						\$5,132,000.00		\$756,050.00						\$870,980.00						\$1,627,030.00	31.70	





**Exhibit I: Lien Waivers**

**SUBCONTRACTOR/VENDOR PARTIAL WAIVER OF LIEN AND RELEASE OF CLAIMS**

The undersigned Garney Companies, Inc. (To Company Name) Subcontractor or Vendor (hereinafter collectively referred to as "Subcontractor") has furnished certain labor, work, skills, materials, and / or equipment (hereinafter "Work") to the Water System Improvements - 21-01 (Projects.Name) ("Project") located in Ohio (Projects.Territory) County, Kentucky (Projects.State). Date of last work covered by payment request 23.

Certificate

The undersigned, in order to induce payment to be made, hereby represents and warrants that it has furnished certain labor, work, skills, materials and / or equipment ("Work") in the total amount of \$ \_\_\_\_\_ less withholding of retainage of 10 % as allowed by the Contract or Agreement ("Contract"), for an amount due and payable of \$ \_\_\_\_\_ 10 Contingent upon the issuance and payment of a valuable consideration of \$ \_\_\_\_\_ 0 as set forth above, and being familiar with the penalties for false certification, Subcontractor does hereby certify, warrant and represent to Owner, Owner's lenders, Constructor, Subcontractor/Vendor if appropriate, their respective sureties and lenders, and each of their respective employees, officers and agents (hereinafter collectively referred to throughout as "Beneficiaries"), that:

1. The amount requested for labor performed and equipment and material supplied for or in connection with the Project and the real property upon which the Project is located, represents the actual value of Work accomplished under and pursuant to the terms of the undersigned's Contract and all authorized changes thereto (hereinafter the "Contract").
2. No Work, labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders, except as noted here: \_\_\_\_\_.
3. Payment in full, less retainage if any, has been made by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen, vendors and laborers, and (b) for all labor, Work, skills, materials and / or equipment used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that the payments that have been or will be made out of this payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with and is currently in compliance with Federal, State and Local tax, wage and hour and labor laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, Wage and Hour laws, and Labor laws, insofar as applicable to the performance of the Contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied labor, Work, skills, material and / or equipment for which the Beneficiaries or the property on which the Project is located might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.
6. It is acknowledged that this Subcontractor/Vendor Partial Waiver of Lien and Release of Claims is for the benefit of and may be relied on by the above-listed Beneficiaries.

Partial Waiver of Lien and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this Application, the undersigned irrevocably and unconditionally releases and waives any and all construction/mechanic's lien rights, notices, claims and liens, or other liens or right to claim other liens against the Project and/or the real property on which the Project is located. The undersigned agrees and acknowledges that receipt of payment referenced herein constitutes a full and final satisfaction of all amounts due and payable and of all Claims as defined below. The undersigned further irrevocably and unconditionally releases and waives any and all claims, rights, demands, relief and causes of action of whatever nature, whether sounding in tort, contract or equity and / or whether arising from or in connection with the Contract or otherwise, (hereinafter "Claims") against the above-listed Beneficiaries, the Project and / or the property on which the Project is located, and / or the improvements and other property located thereon, through the date of Work covered by this application. The undersigned shall defend, indemnify and hold the Beneficiaries and their respective successors and assigns harmless from and against any and all Claims liens, bonds, proceedings or suits, including, without limitation, for all costs, expenses, attorney's fees and consultant fees, in connection with or relating to the Contract, the Project, the property, the Work and / or the representations herein or which relate to or arise out of the enforcement of this Partial Waiver of Lien And Waiver of Claims. Garney Companies, Inc. at its option shall have the right to participate in the defense of any claims asserted against it, approve the selection of counsel and approve the terms of any settlements made in its name or on its behalf.

Subcontractor: Garney Companies, Inc. By: Ben Janson  
 Title: Senior Project Manager Date: 12/20/23  
 State of: Tennessee  
 County of: Davidson  
 On this 20 day of December, 2023  
Ben Janson of Garney Companies, Inc.

executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

[Signature]  
 Signature of Notary

Nicholas A. Stellmack  
 Printed Name of Notary

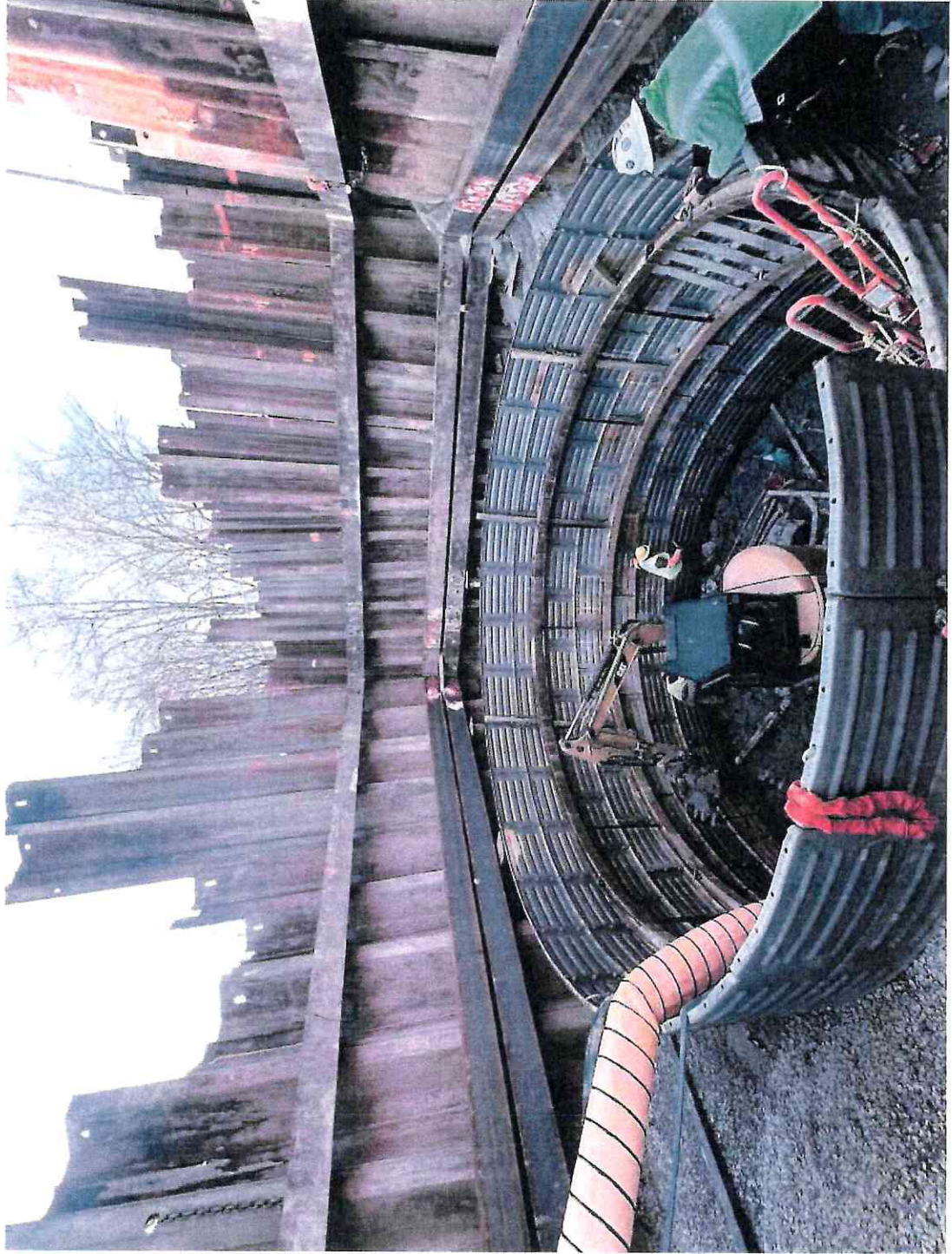


My Commission Expires: Sept. 8, 2025



ADVANCING WATER

**OHIO COUNTY RAW WATER INTAKE: PROGRESS PHOTO**





ADVANCING WATER

**OHIO COUNTY RAW WATER INTAKE: PROGRESS PHOTO**

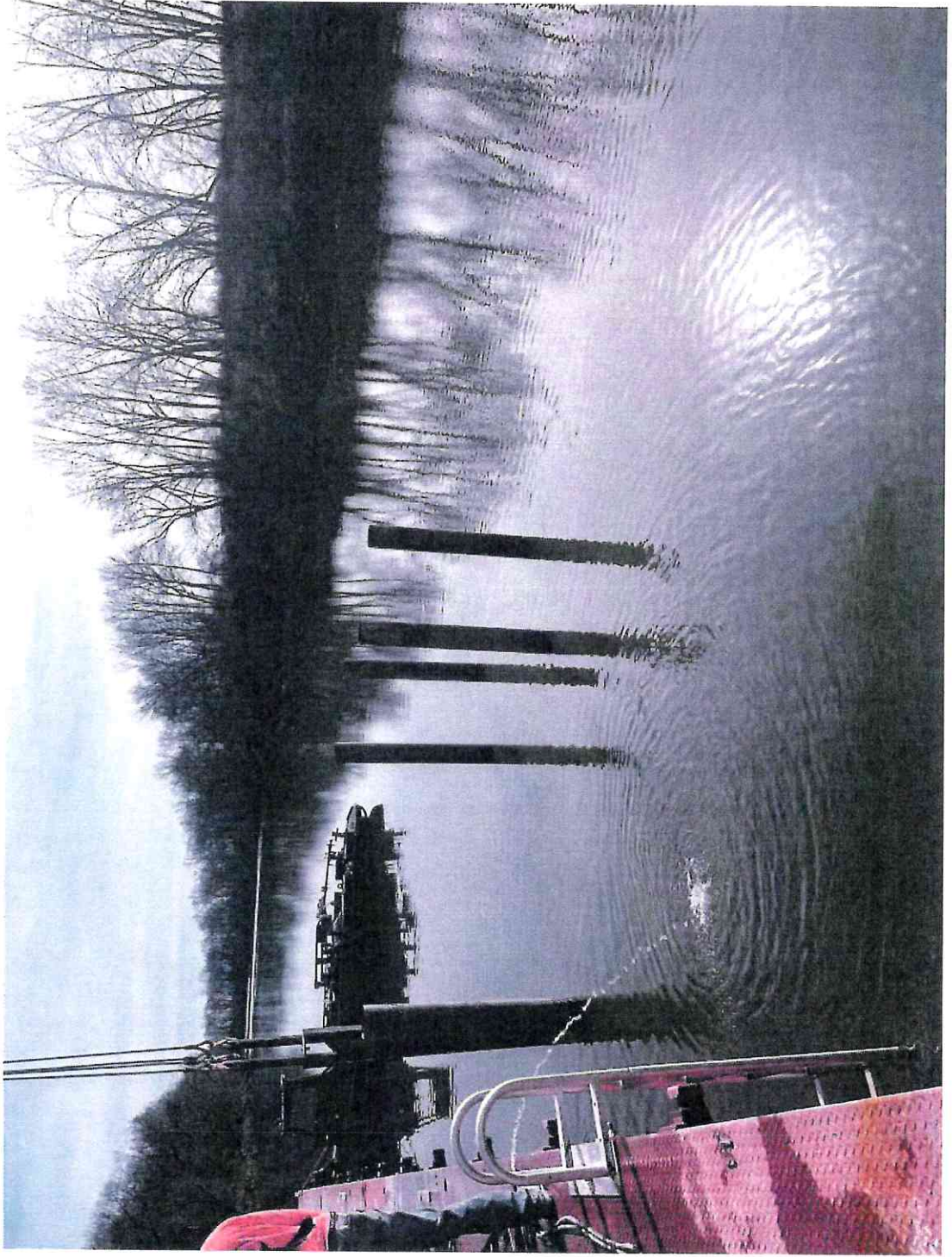






ADVANCING WATER

**OHIO COUNTY RAW WATER INTAKE: PROGRESS PHOTO**



# WAUFORD

J. R. Wauford & Company, Consulting Engineers, Inc.

2835 Lebanon Pike, P. O. Box 140350, Nashville, TN 37214 615-883-3243

INVOICE TO:

December 20, 2023

<p><b>OHIO COUNTY WATER DISTRICT</b> <b>P. O. BOX 207</b> <b>HARTFORD, KENTUCKY 42347</b></p> <p><b>ATTN: Mr. Eric Hickman</b> <b>General Manager</b></p>
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Wauford Project No. 2125 – Raw Water Intake Water Line Replacement  
General Engineering and Resident Observation  
During Construction

30% of Lump Sum Amount of \$135,000.00 \$40,500.00

Less Amount Previously Billed 20,250.00

**TOTAL AMOUNT DUE THIS STATEMENT \$20,250.00**

Lump Sum Amount for General Engineering and Resident Observation During Construction \$135,000.00

Total Amount Billed to Date Including This Statement \$40,500.00