

1906 Niebuhr Street Brenham, TX 77833 (P) 979.836.7937 www.strand.com



June 18, 2025

## CHANGE ORDER NO. 1

PROJECT:

Main Street Water Main Replacements

OWNER:

City of Sweeny, Texas

CONTRACT:

1-2024

CONTRACTOR:

JTM Construction, LLC

## **Description of Change**

	la	New Item: Install an 8-inch American Water Works Association C900 polyvinyl chloride (PVC) dimension ratio 18 water main (60 linear feet [LF] at \$64.00 per LF). An 8-inch asbestos cement water line was replaced with an 8-inch PVC water main to avoid tying onto an old line.	ADD	\$3,840.00
<b>₩</b>	1b	New Item: Install a 2-inch PVC water service line inside a 4-inch steel casing by bore (95 LF at \$30.00 per LF). The existing water service for Sweeny High School was determined to be a 2-inch instead of a 1.5-inch service. The service line was moved to a different location, resulting in a longer length.	ADD	\$2,821.50
	1c	New Item: Furnish and install a 10-inch temporary water line stop valve (1 each [EA] at \$11,913.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$11,913.00
	1đ	New Item: Furnish and install an 8-inch temporary water line stop valve (4 EA at \$10,065.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$40,260.00
	le	New Item: Furnish and install a 6-inch temporary water line stop valve (7 EA at 8,833.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$61,831.00
	lf	New Item: Add a connection to the existing 2-inch water service meter (1 EA at \$1,532.70 EA). The existing water service for Sweeny High School was determined to be a 2-inch instead of a 1.5-inch service.	ADD	\$1,532.70
	1g	Increase the quantity of Base Bid Item No. 4 from 401 LF to 420 LF (\$135.00 per LF). This change reconciles the design quantity to the final measured quantity.	ADD	\$2,565.00
	1h	Increase the quantity of Base Bid Item No. 6 from 71 LF to 82 LF (\$228.00 per LF). The Main Street bore crossing at 3rd Street was extended to provide an easier connection point for future water main extension along 3rd Street.	ADD	\$2,508.00

TBPE No. F-8405 TBPLS No. 10030000 City of Sweeny, Texas-JTM Construction, LLC Contract 1-2024, Change Order No. 1 Page 2 June 18, 2025

1i	Decrease the quantity of Base Bid Item No. 7 from 2,472 LF to 2,152 LF (\$109.00 per LF). It was discovered that the previous contractor installed the first 320 LF of water line starting at	(DEDUCT)	(\$35,316.00)
lj	Station (Sta.) 1+35 and ending at Sta. 4+55.  Increase the quantity of Base Bid Item No. 8 from 2,586 LF to 2,663 LF (\$118.00 per LF). Additional pipe boring was required in several locations to complete the project.	ADD	\$9,086.00
1k	Increase the quantity of Base Bid Item No. 9 from 72 LF to 76 LF (\$292.00 per LF). This change reconciles the design quantity to the final measured quantity.	ADD	\$1,168.00
11	Increase the quantity of Base Bid Item No. 11 from 1 EA to 2 EA (\$3,267.00 EA). The proposed tapping sleeve and valve (TS&V) was changed to a typical gate valve installation.	ADD	\$3,267.00
1m	Delete Base Bid Item No. 15 (1 EA at \$8,040.00 EA) The proposed TS&V was changed to a typical gate valve installation.	(DEDUCT)	(\$8,040.00)
ln	Increase the quantity of Base Bid Item No. 18 from 53 EA to 69 EA (\$627.00 EA). This change accounts for the additional service connections found during construction.	ADD	\$10,032.00
10	Increase the quantity of Base Bid Item No. 19 from 659 LF to 858 LF (\$15.00 per LF). This change accounts for the additional service connections found during construction.	ADD	\$2,985.00
lp	Increase the quantity of Base Bid Item No. 20 from 1,172 LF to 1,472 LF (\$30.00 per LF). This change accounts for the additional service connections found during construction.	ADD	\$9,000.00
1q	Increase the quantity of Base Bid Item No. 21 from 149 LF to 294 LF (\$15.00 per LF). This change accounts for the size reduction from 6- to 1-inch for the service line extension at Sta. 51+45.	ADD	\$630.00
1r	Delete Base Bid Item No. 22 (83 LF at \$31.00 per LF). The existing water service was determined to be a 2-inch instead of 1.5-inch service. This item reflects this size change.	(DEDUCT)	(\$2,573.00)
ls	Delete Base Bid Item No. 33 cash allowance (1 lump sum [LS] at \$20,000.00 LS). The construction materials testing cash allowance is being adjusted to its final amount.	(DEDUCT)	(\$20,000.00)
1t	Delete Base Bid Item No. 34 cash allowance (1 LS at \$30,000.00 LS). No dewatering was required to construct this project.	(DEDUCT)	(\$30,000.00)
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$67,510.20

## Strand Associates, Inc.®

City of Sweeny, Texas-JTM Construction, LLC Contract 1-2024, Change Order No. 1 Page 3
June 18, 2025

## **Contract Price Adjustment**

Original Contract Price	\$1,260,733.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$67,510.20
Current Contract Price including this Change Order	\$1,328,243.20

## Contract Substantial and Final Completion Date Adjustment

Original Contract Final Completion Date	February 21, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	February 21, 2025

This document shall become a supplement to the Contract and all provisions will apply hereto.

Land Survey (	June 18, 2025
ENGINEER-Strand Associates, Inc.®	Date
APPROVED	U11812075
CONTRACTOR-JTM Construction, LLC	Date
APPROVED	06-24-2025
OWNER-Oity of Sweeny, Texas	Date





1906 Niebuhr Street Brenham, TX 77833 (P) 979.836.7937 www.strand.com

June 24, 2025

Mr. David Jordan, City Manager City of Sweeny 102 West Ashley Wilson Road Sweeny, TX 77480

Re:

Main Street Water Main Replacements

Contract 1-2024 City of Sweeny, Texas

Dear Mr. Jordan:

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for Contract 1-2024. Enclosed is a copy of the final Application for Payment and accompanying documentation in accordance with the Contract Documents, including consent of the surety to final payment, final lien waivers, final change order. A final inspection in accordance with Article 15.05 of the General Conditions occurred on June 13, 2025. Based upon our observation of the Work during construction and final inspection, and our review of the final Application for Payment and accompanying documentation, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated in the enclosed final Application for Payment.

Furthermore, in accordance with Article 15.06 of the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at February 20, 2025, and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions. A review of the Work will be scheduled with OWNER during the Correction Period, or within 1 year of the date of Substantial Completion, whichever occurs first, to evaluate the Work for items that may require correction under the terms of the Contract.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Logan G. Andrepont

**Enclosures** 

c/enc: Gilbert Bautista, Project Manager, JTM Construction, LLC

Matt Yentz, Strand Associates, Inc.®

TBPE No. F-8405 TBPLS No. 10030000

## **APPLICATION FOR PAYMENT**

OWNER: City of Sweeny	PROJECT: Main Street Water Main Replacements
CONTRACTOR: JTM Construction LLC	CONTRACT: 1-2024
FOR PERIOD ENDING: 5/9/2025 FINAL	PAYMENT APPLICATION DATE: 6/16/2025
PAYMENT APPLICATION NO.: 12	
CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$ 1,260,733,00
PLUS: ADDITIONS TO CONTRACT	\$ 67.510.20
LESS: DEDUCTIONS FROM CONTRACT	\$ 0.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$1,328,243,20
WORK PERFORMED	
COST OF WORK COMPLETED	\$ 1,328,243.20
PLUS MATERIALS STORED (ATTACH SCHEDU	<u> </u>
NET AMOUNT EARNED TO DATE	\$ 1.328,243.20
LESS AMOUNT OF RETAINAGE	\$
SUBTOTAL	\$ 1.328.243.20
LESS PREVIOUS PAYMENTS	\$ <u>1.195.418.88</u>
AMOUNT DUE THIS APPLICATION	\$ <u>132.824.32</u>
said Work or otherwise listed in or covered by this Application clear of Liens, security interests and encumbrances (except suc OWNER against any such Liens, security interest of encumbra is in accordance with the Contract Documents and is not defect	nt; (2) title of all Work, materials and equipment incorporated in for Payment will pass to OWNER at time of payment free and the as are covered by a Bond acceptable to OWNER indemnifying inces); and (3) all Work covered by this Application for Payment live.
Required lien waivers attached.	Love Liver and the 111
Dated JUN 1 W/S	AM Wistruction UL
	CONTRACTOR
	Ву
	(Authorized Signature)
	By NA WANTED (Print Name)
10 F	
Sworn to and subscribed before the michelle renab	y of
Notary Public, State of Texas	
Comm. Expires 04-16-2026 Notary ID 128123966	(Notary Public in and for the State of Texas)
Payment of the above AMOUNT DUE THIS APPLICATION is approved by	
	Payment of the above AMOUNT DUE THIS APPLICATION is recommended by
Date	is recommended by
1 1 ()	
By John Charles Charles	is recommended by strand Associates, Inc.*  Strand Associates, Inc.*
(Authorized Signature-OWNER)	is recommended by  ad 6/17/25 STRAND ASSOCIATES, INC.®  (Associated Signature)
(Authorized Signature–OWNER)	is recommended by strand Associates, Inc.*  Strand Associates, Inc.*

# CONTINUATION SHEET

DESCRIPTION OF WORK   CONTINUE CONTIN									PROJECT NO.	18-7102
Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Bid Price)   Machination (Not to Exceed 10th of Total Price)   Machina Machina (Not to Exceed 10th of Machina Machina Machina Machina Machina Machina Machina Machina Machina M		U	۵		ı.	Ö	н	1	3	×
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17   17   17   17   17   17   17   17	Fr. 10" AWWA C900 DR 18 RJIB WTRLINE INSIDE 20" WELDED STEEL CASING		7	82		82.00	\$228.00	\$18,696.00	100.00%	0.00
17   17   17   17   18   18   18   18		2148	LF	2,148		2148.00	\$109.00	\$234,132.00	100.00%	0.00
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Fig. 10 CATE VALVE ROD VALVE BOX   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Box   Furnish and lateal CAN Tapping States, Valve, and Valve Connection to Existing March Maintain and Install CAN Ward Connection to Existing Ward Main   Furnish All Materials and Equipment to Make CAN Ward Connection to Existing Ward Main   Furnish All Materials and Equipment to Make CAN Connection to Existing Ward Main   Furnish All Materials and Equipment to Perform Connection to Existing Ward Main   Furnish All Materials and Equipment to Perform Connection to Existing Ward Main   Furnish All Materials and Equipment to Perform Connection to Existing Ward Main   Furnish All Materials and Equipment to Perform Connection to Existing Ward Main   Furnish All Materials and Equipment to Perform Connection Performs Connection (Existing Ward Main   Furnish All Materials and Equipment to Perform Connection (Existing Ward Main   Furnish All Materials and Equipment to Perform Connection Material CAN Connection to Perform Connection (Existing Ward Main   Furnish All Materials and Equipment to Perform Connection (Existing Ward Main   Furnish All Materials and Equipment to Perform Connection (Existing Ward Main   Furnish All Materials and Equipment to Perform Connection (Existing Ward Main   Furnish			EA	17		17.00	\$1,578.00	\$26,826.00	100.00%	0.00
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Furnish and Install 34-1N Water Service Line   Inside L-IN Welded Steel Casing Pipe   1917   LF   1472   1917   1910   53000   541.20   1917	Furnish Equipment and Materials to Make Water Service Tap and Connection to Existing		¥ ;	66		00,999	2027.00	243,263,00	000001	00.0
Furnish and Install 1-1N Water Service Line Brisde 1-51N Welded Steel Casing Pipe   1472   1472   1770   1700		828	5 5	636		1472.00	230.00	244 160 00	100.00%	00.0
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Funish and Instant 11 Water and and Equipment to Make 2-IN Wet Connection to Existing Water Main         PA         9			<u>.</u>			0.00	\$31.00	\$0.00	#DIV/0!	0.00
Furnish All Materials and Equipment to Make 6-IN Wet Connection to Existing Water Main         TeA         7         7.00         \$2,366.00		6	E.	6		9.00	\$1,705.00	\$15,345.00	100.00%	0.00
Furnish All Materials and Equipment to Make 8-IN Connection to Existing Water Main   2	-	7	E.	7		7.00	\$2,366.00	\$16,562.00	100.00%	0.00
Furnish All Materials and Equipment to Make 10-IN Wet Connection to Existing Water Main         1         EA         1         1.00         \$3,403.00           Furnish All Materials and Equipment to Make 12-IN Connection to Existing Water Main         2         EA         2         2.00         \$3,507.00			EA	CI		2.00	\$2,730.00	25,460.00	100.00%	0.00
Furnish All Materials and Equipment to Make 12-IN Connection to Existing Water Main         2         EA         2         S3,507.00           Furnish All Materials and Equipment to Perform Asphalt Pavement Repair         168         LF         168         17.00         571.00           Furnish All Materials and Equipment to Perform Concrete Pavement and Sidewalk Repair         1         LS         1         1.00         510.237.00         511.027.00         511.00			Š			1.00	\$3,403.00	\$3,403.00	100.00%	0.00
Furnish All Materials and Equipment to Perform Asphal Pavement Repair         168         LF         324         LF         324         17100         571,00           Furnish All Materials and Equipment to Perform Concrete Pavement and Sidewalk Repair         1         LF         324         LF         324         LF         324,00         571,00           Furnish All Materials and Equipment to Perform Concrete Pavement and Sidewalk Repair         LS         1         LS         1 <td></td> <td>6</td> <td>ЕĄ</td> <td><b>C</b>I</td> <td></td> <td>2.00</td> <td>\$3,507.00</td> <td>57,014.00</td> <td>100.00%</td> <td>0.00</td>		6	ЕĄ	<b>C</b> I		2.00	\$3,507.00	57,014.00	100.00%	0.00
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Furnish All Materials to Perform Restoration  Furnish All Materials or Maintain Trench Safey, C-10 FT (75% of Open Cut Pipe)  Furnish All Equipment to Perform Traffic Control in Accordance with TMUTCD.  Furnish All Equipment to Perform Traffic Control in Accordance with TMUTCD.  Cash Allowance Perform Devatering for pape installations  Materials on Material Testing Including Compaction. Section 31 23  Cash Allowance Perform Devatering for pape installations  Materials on Material Control in Accordance with TMUTCD.  Lis		324	<u>ن</u> د	324		324.00	512 222 00	00.255,052.00	00.00	0.00
Install and Maintain Trench Safety, 0-10 FT (75% of Open Cut Pipe)  Furnish All Equipment to Perform Traffic Control in Accordance with TMUTCD.  Cash Allowance to Perform Construction Material Testing Including Compaction. Section 31 23  Cash Allowance Perform Devatering for pipe installations  Materials on Hand  Change Orders  8" Cy00 DR-18  10" Line Stop Valve  8" Line Stop Valve  6" Line Stop Valve  8" Exercice Tap & Connection to Existing Meter  7 EA  7 EA  7 EA  7 FA  8" Service Line Inside 4" PVC Casing  9 S S-700  9 S C-700		- :	3 !	- 6		1.00	00.752,015	22,237,00	100.002	000
Emrish All Equipment to Perform Traffic Control in Accordance with 1MU LCD.  Cash Allowance to Perform Construction Material Testing Including Compaction. Section 31 23 0 1.5  Cash Allowance to Perform Construction Material Testing Including Compaction. Section 31 23 0 1.5  Materials on Hand  Change Orders  Change Order Order  Change		2710	5 :	3.00	_	1 000	00.16	52,210.00	100.00%	0.00
Cash Allowance to Perform Construction Malerial i esting including Compaction, Section 31 23 Cash Allowance Perform Devatering for pipe installations    1	Furnish All Equipment to Perform Traffic Control in Accordance with LMUICD.		3 5	9		00.	00.010,052	S0.00	#DIV/0!	000
Cash Allowance-Perform Devatering for pipe installations  Change Orders  Change Orders  Change Orders  Geo LF 660  S64.00  S64.00  S64.00  S64.00  S1.913.00  S11.913.00  S11.913.00  S11.913.00  S11.913.00  S13.8  To Line Stop Valve  S' Line Stop Valve  G' Line Stop Valve  S' Line Stop Valve  S' Service Tap & Connection to Existing Meter  S S833.00  S2. Service Line Inside 4" PVC Casing  day  Cash Allowance-Perform Line Inside 4" PVC Casing  Garding Meter  S S64.00	Cash Allowance to Perform Construction Material Testing Including Compaction, Section		3 =			000	230,000,000	20.02	*DIV/0!	000
Change Orders         Change Orders           60         LF         60         56.00         564.00         53.8           8° Change Orders         8° Change Orders         60         1.00         511.913.00         511.		· -	3 2			00'0	80.00	80.00	0.00%	1 00
Company Company Company   Company Company   Company Company Company   Company Comp		•	}							
10" Line Stop Valve		09	5	09		00.09	264.00	\$3,840.00	100.00%	0.00
8" Line Stop Valve		-	EA	-		1.00	\$11,913.00	\$11,913.00	100.00%	0.00
6" Line Stop Valve 2" Service Tap & Connection to Existing Meter 1 EA 1 529.70 2" Service Line Inside 4" PVC Casing 600 529.70 4nv Factor 1		শ	EA	7		7.00	\$10,065.00	\$40,260.00	100.00%	0.00
2" Service Tap & Connection to Existing Meter 1 1.00 51,532.10 51,532.10 529.70 529.70 529.70 529.70 50.00 529.70 50.00 529.70 5	_		<u>S</u>	, ,		7.00	58,833,00	00.165,100	00.000	00.0
2" Service Line Inside 4" PVC Casing 522.10 522.10 522.10 522.10 522.10 522.10		- 8	ξ:	_ v		00.30	51,532,70	01,332,70	200,001	0.00
		<u> </u>	da :	ç		0.00	07.635	0.100		2
COAND TOTALS								\$1,328,243,20		



P.O. Box 1756

Rosenberg, Texas 77471

## JTM CONSTRUCTION, LLC

## **UNDERGROUND UTILITIES**

2709 Cottonwood School Road

Rosenberg, Texas 77471

## **AFFIDAVIT OF BILLS PAID**

COUNTY OF FORT BEND
BEFORE ME, the undersigned authority, on this day personally appeared MWWW Shurp
party to that certain Contract entered into on the 310 day of Muy, between
and M WNSTULTUNUL. for the erection, construction and completion of
certain improvements and/or additions upon the following described premises, to wit:
MAIN STREET WATER MAIN REPLACEMENTS
CONTRACT 1-2024
CITY OF SWEENY, BRAZORIA COUNTY, TEXAS
Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefor.
The undersigned further states that he/she has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and ir consideration of the disbursement of funds by City of Sweeny, the undersigned expressly waives and releases all liens claims and rights to assert a lien on said premises and agrees to indemnify and hold City of Sweeny safe and harmless from against all losses, damages, costs and expenses of any character whatsoever specifically including court costs bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or materials used or associated with construction of improvements on the above-described premises.
By: Matthew Sharp, Member
wattiew Sharp, weithou
Subscribed and sworn to before me, the undersigned authority, on this the

Phone: (281) 239-0374 Fax: (281) 239-0823



Merchants National Bonding, Inc.

P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

# CONSENT OF SURETY TO FINAL PAYMENT

OW ARC CO SUF

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RETY	
HER	L

100026517 Bond No. ARCHITECT'S PROJECT NO .: TO OWNER: City of Sweeny 102 West Ashley-Wilson Road CONTRACT FOR: City of Sweeny Main Street Water Line Replacements Sweeny, TX 77480 **CONTRACT DATED:** PROJECT: City of Sweeny Main Street Water Line Replacements in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) Merchants National Bonding, Inc. P.O. Box 14498 Des Moines, Iowa 50306-3498 , SURETY, on bond of (Insert name and address of Contractor) JTM Construction, LLC 2709 Cottonwood School Rd Rosenberg TX 77471 , CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) City of Sweeny 102 West Ashley-Wilson Road Sweeny, TX 77480 , OWNER, as set forth in said Surety's bond. IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 18, 2025 (Insert in writing the month followed by the numeric date and year.) Mercha (Surety) Attest: (Signature of authorized representative) (Seal): Sheri L Hall CIC Attorney In-Fact (Printed name and title)

> Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document G707-1994 Consent Of Surety to Final Payment.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

### Sheri L Hall CIC

their true and lawful Attorney(s)-in-Fact, to sign its name as surely(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of

June

· 2025 ·

TIONAL SOUNG COMPONING COM

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this 18th day of June , 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller Commission Number 787952 My Commission Expires January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of

June

2025

TIONA ON THE CONTROL OF THE CONTROL

Secretary

William Warnery

	Main Street Wa	ater Line Replac	cement		
		yment Summa			
		pleted 06/16/2			
	Contract/Agreement Amo	unts		-	
		MTL	Strand		
				3 mm. d = 80 = 10 = 10 = 10 = 10 = 10 = 10 = 10	
	Original Contract Amount	\$ 1,260,733.00	\$ 83,000.00		
	Change Order 1	\$ 67,510.20			
JTM Construction, LLC	Adjusted Contract Amount	\$ 1,328,243.20			174427114111
Strand Associates	Agreement Amount		\$ 83,000.00	-	
<u>-</u>					
		Payments	,		· .
	9	JTM	Strand	The Facts	Total
04/30/2024				\$ 1,241.59	\$ 1,241.59
05/02/2024			\$ 9,900.00		\$ 9,900.00
05/08/2024		11	\$ 19,500.00		\$ 19,500.00
08/08/2024			\$ 18,600.00	21	\$ 18,600.00
09/05/2024			\$ 1,800.00		\$ 1,800.00
09/26/2024	Pay App 1	\$ 40,382.10			\$ 40,382.10
10/25/2024	Pay App 2	\$ 162,608.67			\$ 162,608.67
11/25/2024			\$ 15,942.50		\$ 15,942.50
11/25/2024	Pay App 3	\$ 268,903.53			\$ 268,903.53
12/09/2024	Pay App 4	\$ 168,589.35			\$ 168,589.35
01/10/2025			\$ 7,727.50		\$ 7,727.50
01/31/2025	Pay App 5	\$ 163,796.40			\$ 163,796.40
02/18/2025			\$ 1,310.00		\$ 1,310.00
02/27/2025	Pay App 6	\$ 56,833.20			\$ 56,833.20
02/27/2025	Pay App 7	\$ 71,136.90			\$ 71,136.90
03/12/2025			\$ 3,895.00		\$ 3,895.00
03/21/2025			\$ 2,822.50		\$ 2,822.50
04/16/2025	Pay App 8	\$ 49,234.05			\$ 49,234.05
05/01/2025	Pay App 9	\$ 15,755.40			\$ 15,755.40
05/15/2025	Pay App 10	\$ 51,084.00			\$ 51,084.00
06/05/2025	Final Invoice		\$ 1,500.00		\$ 1,500.00
06/26/2025	Pay App 11	\$ 147,095.28			\$ 147,095.28
06/26/2025	Pay App 12-Final-Retainage	\$ 132,824.32	\$	.6	\$ 132,824.32
			ļ.		-
Total Payments		\$ 1,328,243.20	\$ 82,997.50	\$ 1,241.59	\$ 1,412,482.29
					\$ 1,412,482.29
Paid From:		1.	1.		
CO 2019		\$ 1,298,323.60	\$ 82,997.50	\$ 1,241.59	
Enterprise Fund		\$ 29,919.60	4 -	4	
		\$ 1,328,243.20	\$ 82,997.50	\$ 1,241.59	1.15 1.4