

April 2, 2024

Ms. Mercy L Rushing, PCED, CTE City Manager City of Mineola 300 Greenville Hwy Mineola, TX 75773

via email

Re: City of Mineola
Wastewater Treatment Plant Improvements
KSA Project No. MN.162
Contract Work Acceptance

Dear Ms. Rushing:

The Contractor has completed all work for the above referenced project. To close out the City's contract with Gracon Construction the following actions are recommended:

- Approval of Change Order No. 1 (Reconciliatory) This change order decreases the total contract price by \$84,916.48.
- Approval of Contractor's final pay estimate with retainage reduced to 0%. The final payment amount is \$47,871.53. The final contract amount for the completed project is \$7,624,106.74.
- Acceptance of the project by the City.

KSA has reviewed the work and has verified the work for conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's affidavits for the project and certificate of substantial completion.

Sincerely,

KSA Engineers, Inc.

Jeremy R. Orr, P.E. Municipal Team Leader

JRO/ss

Enclosures

	KSA	Date		
	6781 Oak Hill Blvd.		March 13, 2024	
	Tyler, TX 75703	Project No.	MN.162	
	CHANGE ORDER No. 1 (Reconciliato	ry) Location	14114.102	
	· · · · · · · · · · · · · · · · · · ·	2000000	Mineola, TX	
To (Contractor)		Job Descriptio	n	
	Construction Inc	,	Wastewater Treatment Plant In	nprovements
	Gracon Construction, Inc. 4343 Lasater Road			
	Mesquite, TX 75181	Total Contract	Price: Original	\$7,709,023.22
	Wesquite, 17,75101	Total contract	Previous CO / WO	\$0.00
			Current	\$7,709,023.22
You are hereby	requested to comply with the following	changes from the contract plans		
	Description of changes -	quantities, units,	Decrease in	Increase in
Item No.	Unit price, change in comp	letion schedule, etc.	Contract price	Contract price
(1)	(2)		(3)	(4)
CO 1.1	Item 1.15 - Miscellaneous Allowance: R	educe allowance to zero	\$84,916.48	
	Change in contract price due to this Ch	nange Order:		
	Total Decrease		\$84,916.48	
	Total Increase			\$0.00
	Difference between Columns (3) and (4)	\$84,916.48	
The sum of \$84	I I ,916.48 is hereby (unchanged) (added to) (deducted from) the total contr	act price, and the total adjuste	d contract price to date
thereby is \$7,6		,	, ,	•
The Aires are a	de d'European de la Company	-la	alle A 40 and distance leading day	
-	ded for completion in the contract is (und adjusted contract time of 490 calendar of			
	I provisions of the contract will apply her		inis document shan become ar	i amenument to the
	,			
D = = = = = = = = = = = = = = = = = = =	h	M		2 42 24
Recommended		m / Ch		3-13-24
(Engineer)		KSA		Date
		,		
Accepted by	()lon(Aaus.		3-25-24
(Contractor)	Gra	acon Construction, Inc.		Date
Approved by				
(Owner)		City of Mineola		Date

(Owner)

PROGRESS ESTIMATE

KSA 6781 OAK HILL BLVD TYLER, TX 75703

Estimate No.:	22	Notice to Proceed Date:	May 2, 202	2
		Contract Time:	644 Da	ys
Date:	March 26, 2024	% Complete (Time)	108%	
Project:	Wastewater Treatment Plant Improvements	% Complete (\$)	100%	
Period:	From: 2/26/2024 To: 3/25/2024	Project No:	MN.162	
Contractor:	Gracon Construction, Inc.	PREVIOUS PAYMENTS AUTHORIZED		
Address:	P.O. Box 360039, Dallas, TX 75336-0039	#1 273,172.50	#10	430,950.29
Amount of Contract as Av	warded: \$7,709,023.22	#2 708,259.61	#11	401,558.06
		#3 502,026.61	#12	617,525.91
Change Orders:		#4 383,103.35	#13	557,669.45
#1\$ (84	,916.48) # 6 \$	#5 485,870.84	#14	165,540.97
# 2 \$	#7\$	#6 337,504.29	#15	148,416.42
#3\$	#8\$	#7 518,282.91	#16	220,135.80
#4\$	#9\$	#8 169,116.70	#17	197,938.20
#5\$	#10 \$	#9 555,704.08	#18	237,796.20
			#19	570,421.40
			#20	71,242.00
			#21	23,999.62
Total Change Orders:	(\$84,916.48)	Total Payments	_	
Total Adjusted Contract:	\$7,624,106.74	Previously Authorized:		\$7,576,235.21

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Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity		Unit Price (\$)	Value of Completed Work (\$)
BASE BID	·	1			· · ·		•••	
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$365,000.00	365,000.00
1.02	Control of Ground and Surface Water	LS	1	1.00		1.00	\$100,000.00	100,000.00
1.03	Stormwater Pollution Prevention Plan	LS	1	1.00		1.00	\$15,000.00	15,000.00
1.04	Hydromulch	AC	2	1.00	1.00	2.00	\$9,800.00	19,600.00
1.05.01	Temporay Shoring	LS	1	1.00		1.00	\$60,000.00	60,000.00
1.05.02	Excavation	LS	1	1.00		1.00	\$75,000.00	75,000.00
1.05.03	Backfill	LS	1	1.00		1.00	\$70,000.00	70,000.00
1.05.04	Mud Mat	LS	1	1.00		1.00	\$8,000.00	8,000.00
1.05.05	Concrete	CY	100	100.00		100.00	\$900.00	90,000.00
1.05.06	Mis Metal	LS	1	1.00		1.00	\$4,000.00	4,000.00
1.05.07	Submersible Pumps- Submittals	LS	1	1.00		1.00	\$5,000.00	5,000.00
1.05.08	Furnish & Install Pumps	LS	1	1.00		1.00	\$198,000.00	198,000.00
1.05.09	Furnish & Install Fab Pipe	LS	1	1.00		1.00	\$127,000.00	127,000.00
1.05.10	Furnish & Install Jib Crane & Hoist	LS	1	1.00		1.00	\$37,000.00	37,000.00
1.05.11	Paint Concrete	LS	1	1.00		1.00	****\$7,200.00	7,200.00
1.05.12	Paint Pipe	LS	1	1.00		1.00	\$4,000.00	4,000.00
1.06.01	Temporary Utilities	МО	13	13.00		13.00	\$2,000.00	26,000.00
1.06.02	Excavation	LS	1	1.00		1.00	\$190,000.00	190,000.00
1.06.03	Subgrade	LS	1	1.00		1.00	\$180,000.00	180,000.00
1.06.04	Backfill	LS	1	1.00		1.00	\$125,000.00	125,000.00
1.06.05	6" Underslab Drain Pipe	LF	440	440.00		440.00	\$150.00	66,000.00
1.06.06	In-Slab Pressure Relief Valves	EA	12	12.00		12.00	\$1,500.00	18,000.00
1.06.07	Concrete Slab	CY	500	500.00		500.00	\$900.00	450,000.00
1.06.08	Concrete Walls	CY	800	800.00		800.00	\$900.00	720,000.00
1.06.09	Concrete Walkway	CY	15	15.00		15.00	\$900.00	13,500.00
1.06.10	Embeds	LS	1	1.00		1.00	\$7,000.00	7,000.00
1.06.11	Stairs	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.12	Handrail	LS	1	1.00		1.00	\$23,000.00	23,000.00
1.06.13	Grating	LS	1	1.00		1.00	\$22,000.00	22,000.00
1.06.14	Weir Plates	LS	1	1.00		1.00	\$2,000.00	2,000.00
1.06.15	Gates-Submittals	LS	1	1.00		1.00	\$5,000.00	5,000.00
1.06.16	Gates-Submittals	LS	1	1.00		1.00	\$65,000.00	65,000.00
1.06.17	Fine Bubble Diffuser System-Submittals	LS	1	1.00		1.00	\$16,000.00	16,000.00
1.06.18	Fine Bubble Diffuser System	LS	1	1.00		1.00	\$290,000.00	290,000.00
1.06.19	Air Header Pipe & Valves at Walkway	LS	1	1.00		1.00	\$130,000.00	130,000.00
1.06.20	Excavation	LS	1	1.00		1.00	\$8,000.00	8,000.00
1.06.21	Subgrade	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.06.22	Backfill	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.06.23	Concrete Slab	CY	35	35.00		35.00	\$800.00	28,000.00
1.06.24	Canopy Steel Framing	LS	1	1.00		1.00	\$55,000.00	55,000.00
1.06.25	Canopy Roofing	LS	1	1.00		1.00	\$14,000.00	14,000.00

			Quantity	Previous	Current			Value of
Item No.	Description	Unit of Meas.	Original Estimate	Month's Quantity	Month's Quantity		Unit Price (\$)	Completed Work (\$)
1.06.26	Blowers-Submittals	LS	1	1.00	Z	1.00	\$10,000.00	10,000.00
1.06.27	Install Blowers	LS	1	1.00		1.00	\$290,000.00	290,000.00
1.06.28	Fab Air Pipe to Aeration Basin Walkway	LS	1	1.00		1.00	\$70,000.00	70,000.00
1.06.29	Excavation	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.30	Backfill	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.31	Mud Mat	LS	1	1.00		1.00	\$7,000.00	7,000.00
1.06.32	Concrete	CY	24	24.00		24.00	\$900.00	21,600.00
1.06.33	Misc Metal	LS	1	1.00		1.00	\$20,000.00	20,000.00
1.06.34	Gates	LS	1	1.00		1.00	\$65,000.00	65,000.00
1.06.35	Start-Up Aeration Basin	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.06.36 1.06.37	24" Aeration Basin Effluent	LF LF	400 300	400.00 300.00		400.00 300.00	\$400.00 \$400.00	160,000.00 120,000.00
1.06.37	24" Sanitary Sewer Relocate 24" Sanitary Sewer at Lift Station	LF LF	20	20.00		20.00	\$400.00	8,000.00
1.06.39	24" Clarifier Influent from Lift Station	LF	100	100.00		100.00	\$400.00	40,000.00
1.06.40	14" Influent Lift Station Force Main	LF	280	280.00		280.00	\$220.00	61,600.00
1.06.41	Return Sludge Force Main	LF	115	115.00		115.00	\$200.00	23,000.00
1.06.42	20" Casing for 12" Force Main	LS	1	1.00		1.00	\$15,000.00	15,000.00
1.06.43	8" Aeration Basin Drain	LF	330	330.00		330.00	\$180.00	59,400.00
1.06.44	1" Waterline	LF	50	50.00		50.00	\$60.00	3,000.00
1.06.45	Demo 24" SS	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.06.46	24" Sanitary Sewer	EA	3	3.00		3.00	\$3,000.00	9,000.00
1.06.47	12" RAS Force Main	EA	1	1.00		1.00	\$2,000.00	2,000.00
1.06.48	8" AB Drain at Pump Station	EA	1	1.00		1.00	\$1,000.00	1,000.00
1.06.49	48" Dewatering Manhole	EA	1	1.00		1.00	\$6,000.00	6,000.00
1.06.50	48" AB Drainline Manhole	EA	1	1.00		1.00	\$6,000.00	6,000.00
1.06.51	60" at Lift Station Sanitary Sewer	EA	1	1.00		1.00	\$5,000.00	5,000.00
1.06.52	60" at 24" Sanitary Sewer	EA	3	3.00		3.00	\$5,000.00	15,000.00
1.06.53	Lower 2" Waterline	LS	1	1.00		1.00	\$2,000.00	2,000.00
1.06.54	Demo 12" Culvert and SET's	LS	1	1.00		1.00	\$5,000.00	5,000.00
1.06.55	24" RCP Culvert 1	LF	84	84.00		84.00	\$100.00	8,400.00
1.06.56	24" RCP Culvert 2	LF LF	76	76.00		76.00	\$100.00	7,600.00
1.06.57 1.06.58	18" RCP Culvert 2 SET's	EA	12 5	12.00 5.00		12.00 5.00	\$100.00 \$1,540.00	1,200.00 7,700.00
1.06.58	Junction Box	EA	1	1.00		1.00	\$5,000.00	5,000.00
1.06.60	Demo Fence	LS	1	0.50	0.50	1.00	\$20,000.00	20,000.00
1.06.61	Demo Paving & Sidewalk	LS	1	1.00	0.50	1.00	\$20,000.00	20,000.00
1.06.62	Demo Scum Pump Station	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.06.63	Paving Subgrade Stabilization	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.64	Paving Flexbase	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.65	HMAC Paving	LS	1	1.00		1.00	\$25,000.00	25,000.00
1.06.66	Install Sidewalk	LS	1	1.00		1.00	****\$53,750.00	53,750.00
1.06.67	Install New Fence and Gate	LS	1	0.60	0.40	1.00	\$43,000.00	43,000.00
1.06.68	Clear and Grub Trees	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.06.69	Site Grading	LS	1	1.00		1.00	\$24,000.00	24,000.00
1.06.70	Paint Piping	LS	1	1.00		1.00	\$12,000.00	12,000.00
1.07.01	Drain & Clean FC#1	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.07.02	Remove & Replace FC#1 Weirs & Baffles	LS	1	1.00		1.00	\$25,000.00	25,000.00
1.07.03	Remove & Replace Squeegees FC#1	LS	1	1.00		1.00	\$6,000.00	6,000.00
1.07.04	Drain & Clean FC#2	LS	1	1.00		1.00	\$10,000.00	10,000.00
1.07.05	Remove & Replace FC#2	LS	1	1.00		1.00	\$25,000.00	25,000.00
1.07.06	Remove & Replace Squegees FC#2	LS	1	1.00		1.00	\$6,000.00	6,000.00
1.07.07	Blast & Paint FC#1	LS	1	1.00		1.00	\$71,000.00	71,000.00
1.07.08 1.08	Blast & Paint FC#2 UV Disinfection Equipment Allowance	LS LS	1 1	1.00 1.00		1.00 1.00	\$71,000.00 \$245,903.00	71,000.00 245,903.00
1.08	Demo Existing	LS	1	1.00		1.00	\$57,000.00	57,000.00
1.09.01	Install New UV System	LS	1	1.00		1.00	\$20,000.00	20,000.00
1.10.01	Dewater	LS	1	1.00		1.00	\$40,000.00	40,000.00
1.10.01	Demo Concrete	LS	1	1.00		1.00	\$45,000.00	45,000.00
1.10.03	Demo Existing Equipment	LS	1	1.00		1.00	\$39,000.00	39,000.00
1.10.04	Haul Excavated Soils to Existing Aeration Ba	LS	1	1.00		1.00	\$30,000.00	30,000.00
1.10.05	Backfill Existing Aeration Basin	LS	1	1.00		1.00	\$200,000.00	200,000.00
1.11.01	Test Sludge	GAL	45,000	45000.00		45,000.00		12,150.00
•			-	. '		-	•	. '

			Quantity	Previous	Current			Value of
		Unit of	Original	Month's	Month's		Unit Price	Completed Work
Item No.	Description	Meas.	Estimate	Quantity	Quantity		(\$)	(\$)
1.11.02	Dewatering Bags & Set Up	GAL	140,000	140000.00		140000.00	\$0.27	37,800.00
1.11.03	Pump Sludge to Bags	GAL	315,000	315000.00		315000.00	\$0.27	85,050.00
1.11.04	Haul Off Sludge	GAL	461,186	430000.00	31,186.00	461186.00	\$0.27	124,520.22
1.12	Electrical Power System Studies	LS	1.00	1.00		1.00	\$8,000.00	8,000.00
1.13.01	Electrical Submittal	LS	1.00	1.00		1.00	\$15,000.00	15,000.00
1.13.02	Electrical Demo	LS	1.00	1.00		1.00	\$30,000.00	30,000.00
1.13.03	Electrical Underground	LS	1.00	1.00		1.00	\$200,000.00	200,000.00
1.13.04	Electrical Handholes	LS	1.00	1.00		1.00	\$25,000.00	25,000.00
1.13.05	Exposed Conduit & Fittings	LS	1.00	1.00		1.00	\$90,000.00	90,000.00
1.13.06	Raceway Supports	LS	1.00	1.00		1.00	\$24,000.00	24,000.00
1.13.07	Power Distribution	LS	1.00	1.00		1.00	\$95,000.00	95,000.00
1.13.08	Wire & Cable	LS	1.00	1.00		1.00	\$77,000.00	77,000.00
1.13.09	Equipment Racks & Canopies	LS	1.00	1.00		1.00	\$48,000.00	48,000.00
1.13.10	Grounding	LS	1.00	1.00		1.00	\$33,000.00	33,000.00
1.13.11	Lighting	LS	1.00	1.00		1.00	\$40,000.00	40,000.00
1.13.12	Lighting Protection	LS	1.00	1.00		1.00	\$23,000.00	23,000.00
1.14	SCADA Specialist Allowance	LS	1.00	1.00		1.00	\$60,000.00	60,000.00
1.15	Miscellaneous Allowance	LS	1.00	0.00		0.00	^\$0.00	0.00
*1.16	Grit Classifier Replacement	LS	1.00	1.00		1.00	\$102,603.00	102,603.00
**1.17	Additional 8-in Drain Piping	LS	1.00	1.00		1.00	\$36,373.62	36,373.62
***1.18	HVAC Duct Relocation	LS	1.00	1.00		1.00	\$14,490.00	14,490.00
****1.19	RAS Building Exhaust Fan Repair	LS	1.00	1.00		1.00	\$1,386.90	1,386.90
****1.20	UV System Ethernet Cable	LS	1.00	1.00		1.00	\$8,280.00	8,280.00
2.01.01	Mobilize	LS	1.00	1.00		1.00	\$16,700.00	16,700.00
2.01.02	Demo Exising	LS	1.00	1.00		1.00	\$10,300.00	10,300.00
2.01.03	Bar Screen & Conveyor-Submittals	LS	1.00	1.00		1.00	\$10,000.00	10,000.00
2.01.04	Install Bar Screen	LS	1.00	1.00		1.00	\$169,000.00	169,000.00
2.01.05	Install Conveyor	LS	1.00	1.00		1.00	\$90,000.00	90,000.00
2.01.06	Electrical	LS	1.00	1.00		1.00	\$38,000.00	38,000.00
2.02.01	Mobilize	LS	1.00	1.00		1.00	\$3,900.00	3,900.00
2.02.02	Demo Existing	LS	1.00	1.00		1.00	\$4,000.00	4,000.00
2.02.03	RAS Pumps - Submittals	LS	1.00	1.00		1.00	\$5,000.00	5,000.00
2.02.04	Remove & Replace Pumps	EA	3.00	3.00		3.00	\$21,700.00	65,100.00
*Per FWO 1								
**Per FWO 2								
***Per FWO								
****Per FW	0.4							

[^] Per Change Order No.1

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) 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 PAYABLE. The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.

	KSA		
Ву	Jan 12 On	Total Amount to Date Material on Hand	\$7,624,106.74
Date	4-1-24		\$7,624,106.74
	4-1-24	Less 0.5 % Retainage	\$0.00
Approved:	CITY OF MINEOLA	Net Total	\$7,624,106.74
Ву		Less Previous Payments	\$7,576,235.21
Date		Amount Payable to Contractor This Estimate	\$47,871.53

	CONTRACTOR'S	APPLICATION FOR PAYME	NT	
PAY REQUEST NO.:			PERIOD FROM:	
DATE:	3/25/2024		PERIOD TO:	3/5/2024
PROJE	СТ		OWNER:	
City of Mineola WWT	P Improvements		City of Mineola	, TX
441 FM			300 Greenville	,
Mineola, TX	75773		Mineola, TX 75	
CONTRAC	TOB:		Project Reference ENGINEER	
Gracon Constru			KSA Enginee	
P.O. Box 3			6781 Oak Hill E	
Dallas ,Texas 7			Tyler, TX 757	
PM-Sean Graves		PM	1- Jeremy Orr, P.E. 9	
Project No.			Project No.: MN	
CONTRACT A			CONTRACT TIMES	RECAP:
Original Contract Amount:	\$ 7,709,023.22	Project Bid Date:		2/22/2022
Net Change By Change Orders:	\$ (84,916.48)		d D-4	4/7/2022
Revised Contract Amount: SUMMARY OF J	\$ 7,624,106.74	Contract Notice to Procee		5/2/2022
Original Work Completed:	\$ 7,709,023.22	Original Contract Working Original Contract Substant		450 7/26/2023
Change Orders Completed:	\$ (84,916.48)	S .	•	40
Material Stored:	\$ -	Revised/Current Substant	• •	9/4/2023
Total Work Completed and Material	•	Original Final Completion		570
Stored to Date:	\$ 7,624,106.74	Original Final Completion	Date:	11/23/2023
Total Retainage (0.5%) :	\$ -	Approved Additional Final		610
Total Complete Less Retainage:	\$ 7,624,106.74	Revised/Current Final Cor	mpletion Date:	1/2/2024
Less Previous Payments:	\$ 7,576,235.21			
Amount Due This Period:	\$ 47,871.53			
Percent Work Complete to Date:	100%	Contract Time Used to Da	te·	114%
T Green Work Complete to Bate.	10070	APPROVALS:		11170
Recommended By Engineer:	Engin	eer:	KSA Engineers	, Inc.
, ,	· ·			,
	Signat	ure:		
	Name/T	itle:		
	D	ata:		
	Ь	ate:		
Recommended By Owner:	Ow	ner:	City of Mined	nla
			Oily or illinios	
	Signat	ure:		
		·		
	Name/T	itle:		
	_			
	D	ate:		
A I B . O			0.1. (14)	
Approved By Owner:	Ow	ner:	City of Mined	ola .
	Signat	ure.		
	Oignat	ure		
	Name/T	itle:		
	D	ate:		
Contractor's Certification				
The undersigned Contractor certifies, to the	•			dia da uma Camburata da la sitiua ata
(1) All previous progress payments receive			applied on account to (discharge Contractor's legitimate
obligations incurred in connection with th (2) Title to all Work, materials and equipm		•	Application for Paymer	nt will pass to Owner at time of
payment free and clear of all Liens, securit	•	•	• • • • • • • • • • • • • • • • • • • •	•
Liens, security interest, or encumbrances)				,
(3) All the Work covered by this Application		he Contract Documents and is not	defective	
,	,			
Contractor:	Gracon Construction, Inc.			
D			Deter	
Ву:	Deam Cromes		Date:	0/05/000 :
	Jun Junes			3/25/2024

Owner: City of Mineola Project: Mineola WWTP Improvements DATE: 3/25/2024 Contractor: Gracon Construction, Inc. PAY REQUEST NO.: 22- FINAL Engineer: KSA Engineers, Inc. ESTIMATE COMPLETED AMOUNT **TOTAL TO DATE** OTAL THIS VALUE OF C QUANTITY 1 EVIOUS DESCRIPTION UNITS UNIT PRICE TOTAL Mineola WWTP Improvements 1.01 Mobilization, Insurance and Bonds ls \$ 365,000.00 \$ 365,000.00 100% 100% 365,000.00 100% 100.000.00 ls 100.000.00 \$ 100.000.00 100% 1.02 Control of Ground & Surface Water \$ \$ \$ 15,000.00 1.03 **SWPPP Plan** ls 15,000.00 100% 100% 15,000.00 1.04 2 AC \$ 19.600.00 1.00 9.800.00 1.00 2.00 \$ 9.800.00 \$ 19.600.00 Hydromulch 1.05 Influent Lift Station Improvements 1.05.01 Temporary Shoring 60,000.00 60,000.00 100% 60,000.00 ls 100% 75,000.00 100% 75,000.00 1.05.02 Excavation ls 75,000.00 100% 1 05 03 1 70 000 00 \$ 70 000 00 \$ 100% 70 000 00 Backfill Is \$ 100% \$ 1.05.04 Mud Mat 8,000.00 8,000.00 100% 100% 8,000.00 ls 100 CY 900.00 90,000.00 100.00 100.00 90,000.00 1.05.05 Concrete ls \$ 4 000 00 \$ 4 000 00 99 100% 100% 4 000 00 1 05 06 Misc Metal 1 \$ 1 05 07 Submersible Pumps- Submittals 1 ls 5 000 00 5 000 00 \$ 100% 100% 5 000 00 Furnish & Install Pumps ls 100% 100% 198.000.00 100% 127.000.00 1.05.09 Furnish & Install Fab Pipe 1 ls \$ 127.000.00 \$ 100% 127.000.00 1.05.10 Furnish & Install Jib Crane & Hoist 37,000.00 37,000.00 100% 100% 37,000.00 ls 1.05.11 Paint Concrete 36.000.00 36.000.00 100% 100% 36.000.00 ls 1 05 12 Paint Pine ls 4 000 00 4 000 00 100% 100% 4 000 00 714,000.00 \$ 714,000.00 Subtotal 1.05 \$ \$ 1.06 Aeration Basin Improvements MO \$ 13 2,000.00 26.000.00 13 00 13.00 26.000.00 1.06.01 Temporary Utilities \$ \$ Aeration Basin Foundation & Concrete 190.000.00 190.000.00 190.000.00 1.06.02 Excavation ls 100% 100% 1.06.03 Subgrade ls 180,000.00 180,000.00 100% 180,000.00 125.000.00 100% 125.000.00 1.06.04 Backfill ls 125.000.00 100% 1 06 05 6" Underslab Drain Pipe 440 If \$ 150 00 66 000 00 \$ 440.00 440.00 66 000 00 In-Slab Pressure Relief Valves 1.06.06 ea 1,500.00 18,000.00 12.00 12.00 18,000.00 1.06.07 Concrete Slab 500 CY \$ 900.00 \$ 450,000.00 \$ 500.00 500.00 450,000.00 Concrete Walls 800 CY 900.00 720,000.00 800.00 800.00 720,000.00 1.06.08 1.06.09 Concrete Walkway 13,500.00 15.00 15.00 13,500.00 CY 900.00 100% 1.06.10 Embeds ls \$ 7.000.00 \$ 7.000.00 \$ 100% 7.000.00 1 \$ 100% 100% 30,000.00 1.06.11 ls 30,000.00 30,000.00 Stairs

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Handrail

Weir Plates

Gates

Gates- Submittals

Blower Canopy

Concrete Slab

Canopy Roofing

Install Blowers

Splitter Box

Excava

Backfill

Mud Ma

Concrete

Misc Metal

Start-Up Aeration Basin

Blowers-Submittals

Canopy Steel Framing

Excavation

Subgrade

Fine Bubble Diffuser System- Submittals

Air Header Pipe & Valves at Walkway

Fab Air Pipe to Aeration Basin Walkway

Fine Bubble Diffuser System

Project: Mineola WWTP Improvements

Contractor: Gracon Construction, Inc.

Engineer: KSA Engineers, Inc.

Owner: City of Mineola
DATE: 3/25/2024
PAY REQUEST NO.: 22- FINAL

NO.	DESCRIPTION	UNIT	rs.	U	NIT PRICE		TOTAL	QUANTITY THIS ESTIMATE		IOIAL INS ESTIMATE	PREVIOUS AMOUNT	TOTAL TO DATE		VALUE OF COMPLETED WORK
	Yard Piping			1										
	24" Aeration Basin Effluent	400	lf 	\$	400.00	\$	160,000.00		\$	-	400.00	400.00	\$	160,000.00
	24" Sanitary Sewer Relocate	300	lf 	\$	400.00	\$	120,000.00		\$		300.00	300.00	\$	120,000.00
	24" Sanitary Sewer at Lift Station 24" Clarifier Influent from Splitter Box	20 100	lf If	\$	400.00 400.00	\$	8,000.00 40,000.00		\$		20.00	20.00	\$	8,000.00 40,000.00
	14" Influent Lift Station Force Main	280	If	\$	220.00	\$	61,600.00		\$		280.00	280.00	\$	61,600.00
	12" Return Sludge Force Main	115	If	\$	200.00	\$	23,000.00		\$	_	115.00	115.00	\$	23,000.00
	20" Casing for 12" Force Main	1	ls	\$	15,000.00	\$	15,000.00		\$	_	100%	100%	\$	15,000.00
	8" Aeration Basin Drain	330	If	\$	180.00	\$	59,400.00		\$	_	330.00	330.00	\$	59,400.00
1.06.44	1" Waterline	50	If	\$	60.00	\$	3,000.00		\$	-	50.00	50.00	\$	3,000.00
	Demo 24" SS	1	ls	\$	10,000.00	\$	10,000.00		\$	-	100%	100%	\$	10,000.00
	<u>Tie-Ins</u>	•		•	2 000 00	•	0.000.00		c		2.00	2.00	•	0.000.00
	24" Sanitary Sewer 12" RAS Force Main	3	ea	\$	3,000.00 2,000.00	\$	9,000.00		\$		3.00 1.00	3.00 1.00	\$	9,000.00
	8" AB Drain at Pump Station	1	ea	\$	1,000.00	\$	1,000.00		\$		1.00	1.00	\$	1,000.00
	Manholes	-	ca	φ	1,000.00	φ	1,000.00		Ψ		1.00	1.00	φ	1,000.00
	48" Dewatering Manhole	1	ea	\$	6,000.00	\$	6,000.00		\$	-	1.00	1.00	\$	6,000.00
	48" AB Drainline Manhole	1	ea	\$	6,000.00	\$	6,000.00		\$	-	1.00	1.00	\$	6,000.00
1.06.51	60" at Lift Station Sanitary Sewer	1	ea	\$	5,000.00	\$	5,000.00		\$	-	1.00	1.00	\$	5,000.00
1.06.52	60" at 24" Sanitary Sewer	3	ea	\$	5,000.00	\$	15,000.00		\$	-	3.00	3.00	\$	15,000.00
	<u>Culvert Pipe & Precast</u>													
	Lower 2" Waterline	1	ls	\$	2,000.00	\$	2,000.00		\$	-	100%	100%	\$	2,000.00
+	Demo 12" Culvert and SET's	84	ls If	\$	5,000.00	\$	5,000.00 8,400.00		\$	-	100% 84.00	100%	\$	5,000.00
	24" RCP Culvert 1 24" RCP Culvert 2	76	If	\$	100.00	\$	7,600.00		\$		76.00	84.00 76.00	\$	7,600.00
	18" RCP Culvert 2	12	lf	\$	100.00	\$	1,200.00		\$	_	12.00	12.00	\$	1,200.00
1.06.58		5	ea	\$	1,540.00	\$	7,700.00		\$	-	5.00	5.00	\$	7,700.00
	Junction Box	1	ea	\$	5,000.00	\$	5,000.00		\$	-	1.00	1.00	\$	5,000.00
	Site Work			1										
	Demo Fence	1	ls	\$	20,000.00	\$	20,000.00		\$	-	100%	100%	\$	20,000.00
	Demo Paving & Sidewalk Demo Scum Pump Station	1	ls Is	\$	20,000.00	\$	20,000.00		\$		100% 100%	100%	\$	20,000.00
	Paving Subgrade Stabilization	1	ls	\$	30,000.00	\$	30,000.00		\$		100%	100%	\$	30,000.00
	Paving Flexbase	1	ls	\$	30,000.00	\$	30,000.00		\$		100%	100%	\$	30,000.00
	HMAC Paving	1	ls	\$	25,000.00	\$	25,000.00		\$	_	100%	100%	\$	25,000.00
1.06.66	Install Sidewalk	1	ls	\$	73,000.00	\$	73,000.00		\$	-	100%	100%	\$	73,000.00
1.06.67	Install New Fence and Gate	1	ls	\$	43,000.00	\$	43,000.00		\$	-	100%	100%	\$	43,000.00
	Clear and Grub Trees	1	ls	\$	30,000.00	\$	30,000.00		\$	-	100%	100%	\$	30,000.00
-	Site Grading	1	ls	\$	24,000.00	\$	24,000.00		\$	-	100%	100%	\$	24,000.00
1.06.70	Paint Piping	1	ls	\$	12,000.00	\$	12,000.00		\$	-	100%	100%	\$	12,000.00
	Subtotal Item 1.06					\$	3,955,000.00		\$	-			\$	3,955,000.00
1.07	Final Clarifier Improvements													
	Final Clarifier Improvements Drain & Clean FC#1	1	ls	\$	10,000.00	\$	10,000.00		\$	-	100%	100%	\$	10,000.00
	Remove & Replace FC#1 Weirs & Baffles	1	ls	\$	25,000.00	\$	25,000.00		\$	-	100%	100%	\$	25,000.00
	Remove & Replace Squeegees FC#1	1	ls	\$	6,000.00	\$	6,000.00		\$	-	100%	100%	\$	6,000.00
	Drain & Clean FC#2	1	ls	\$	10,000.00	\$	10,000.00		\$	-	100%	100%	\$	10,000.00
	Remove & Replace FC#2 Weirs & Baffles	1	ls	\$	25,000.00	\$	25,000.00		\$	-	100%	100%	\$	25,000.00
	Remove & Replace Squeegees FC#2	1	Is	\$	6,000.00	\$	6,000.00		\$	-	100%	100%	\$	6,000.00
	Blast & Paint FC#1 Blast & Paint FC#2	1	ls Is	\$	71,000.00 71,000.00	\$	71,000.00 71,000.00		\$	-	100% 100%	100% 100%	\$	71,000.00 71,000.00
	Subtotal Item 1.07		10	4	,000.00	\$	224,000.00		\$	-	.0070	.0070	\$	224,000.00
	Subtour terri 1.07					Ť	,		-				<u> </u>	,
1.08	UV Disinfection Equipment Allowance	1	Is	\$	245,903.00	\$	245,903.00		\$	-	100%	100%	\$	245,903.00
	UV Disinfection System Improvements													
	Demo Existing	1	ls I-	\$	57,000.00	\$	57,000.00		\$	-	100%	100%	\$	57,000.00
1.09.02	Install New UV System	1	ls	\$	20,000.00	\$	20,000.00		\$	-	100%	100%	\$	20,000.00
	Subtotal Item 1.09					\$	77,000.00		\$	-			\$	77,000.00

Project: Mineola WWTP Improvements

Contractor: Gracon Construction, Inc.

Engineer: KSA Engineers, Inc.

Owner: City of Mineola
DATE: 3/25/2024
PAY REQUEST NO.: 22- FINAL

Engine	er: KSA Engineers, Inc.			PAY R	REC	QUEST NO.:	22- FINAL						
NO.	DESCRIPTION	UNITS	8	UNIT PRICE		TOTAL	QUANTITY THIS ESTIMATE		TOTAL THIS ESTIMATE	PREVIOUS AMOUNT	TOTAL TO DATE		VALUE OF COMPLETED WORK
1.10	Aeration Basin Demo												
1.10.01	Dewater	1	ls	\$ 40,000.00	\$	40,000.00		\$	_	100%	100%	\$	40,000.00
	Demo Concrete	1	ls	\$ 45,000.00	\$			\$	-	100%	100%	\$	45,000.00
1.10.03	Demo Existing Equipment	1	ls	\$ 39,000.00	\$	39,000.00		\$	-	100%	100%	\$	39,000.00
	Haul Excavated Soils to Existing Aeration Basin	1	ls	\$ 30,000.00	\$			\$	-	100%	100%	\$	30,000.00
1.10.05	Backfill Existing Aeration Basin	1	ls	\$ 200,000.00	\$			\$	-	100%	100%	\$	200,000.00
	Subtotal Item 1.10				\$	354,000.00		\$	-			\$	354,000.00
1.11	Sludge Removal		l										
	Test Sludge	45000	gal	\$ 0.27	\$	12,150.00		\$	-	45000	45000	\$	12,150.00
	Dewatering Bags & Set-Up	140000	gal		\$			\$	-	140000	140000	\$	37,800.00
	Pump Sludge to Bags	315000	gal		\$			\$	-	315000	315000	\$	85,050.00
1.17.04	Haul Off Sludge Subtotal Item 1.11	461186 961186	gal	\$ 0.27	\$		0.00	\$	-	461186	461186 961186.00	\$	124,520.22 259,520.22
	Subtotal Item 1.11	301100			*	203,020.22	0.00	۴	-		301100.00	4	239,520.22
1.12	Electrical Power System Studies	1	Is	\$ 8,000.00	\$	8,000.00		\$	-	100%	100%	\$	8,000.00
	Electrical and Controls					ĺ							Í
1.13.01	Electrical Submittals	1	ls	\$ 15,000.00	\$	15,000.00		\$	-	100%	100%	\$	15,000.00
1.13.02	Electrical Demo	1	ls	\$ 30,000.00	\$	30,000.00		\$	-	100%	100%	\$	30,000.00
1.13.03	Electrical Underground	1	ls	\$ 200,000.00	\$	200,000.00		\$		100%	100%	\$	200,000.00
	Electrical Handholes	1	ls	\$ 25,000.00	\$			\$	-	100%	100%	\$	25,000.00
	Exposed Conduit & Fittings	1	ls	\$ 90,000.00	\$			\$	-	100%	100%	\$	90,000.00
	Raceway Supports	1	ls	\$ 24,000.00	\$			\$	-	100%	100%	\$	24,000.00
	Power Distribution	1	ls	\$ 95,000.00	\$			\$	-	100%	100%	\$	95,000.00
	Wire & Cable Equipment Racks & Canopies	1	ls Is	\$ 77,000.00 \$ 48,000.00	\$			\$	-	100% 100%	100% 100%	\$	77,000.00 48,000.00
	Grounding	1	Is	\$ 48,000.00	\$			\$		100%	100%	\$	33,000.00
	Lighting	1	ls	\$ 40,000.00	\$			\$	_	100%	100%	\$	40,000.00
	Lightning Protection	1	ls	\$ 23,000.00	\$			\$	-	100%	100%	\$	23,000.00
	Subtotal Item 1.13				\$	700,000.00		\$	-			\$	700,000.00
4.44	CCADA Cussislist Allewans	4	1-	£ 60,000,00		CO 000 00		•		4000/	4000/	•	CO 000 00
1.14	SCADA Specialist Allowance	1	ls	\$ 60,000.00	\$			\$	-	100%	100%	\$	60,000.00
1.15 1.16	Miscellaneous Allowance (Thru WO #1) Grit Classifier Replacement (WO1.1)	1	ls Is	\$ 84,916.48 \$ 102,603.00	\$		100%	\$	84,916.48 -	100%	100% 100%	\$	84,916.48 102,603.00
1.17	Additional 8" Drain Pipe from AB & Credits (WO2)	1	ls	\$ 36,373.62	\$			\$		100%	100%	\$	36,373.62
	Relocation of HVAC Duct (WO3)	1	ls	\$ 14,490.00	\$			\$	-	100%	100%	\$	14,490.00
1.19	RAS Building Exhaust Fan Repair	1	ls	\$ 1,386.90	\$			\$	-	100%	100%	\$	1,386.90
	UV System Ethernet	1	ls	\$ 8,280.00	\$			\$		100%	100%	\$	8,280.00
1.21	Deduct Lift Station Concrete Coating (1.05.11)	1	ls	\$ (28,800.00)	\$	(28,800.00)	-	\$	-	100%	100%	\$	(28,800.00)
1.22	Deduct Aeration Basin Sidewalk (1.06.66)	1	Is	\$ (19,250.00)	\$	(19,250.00)		\$	-	100%	100%	\$	(19,250.00)
					-								
	Total Base Bid (Items 1.01-1.15)				\$	7,297,023.22		\$	94,716.48			\$	7,297,023.22
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Project: Mineola WWTP Improvements Owner: City of Mineola DATE: 1/0/1900 Contractor: Gracon Construction, Inc. Engineer: KSA Engineers, Inc. PAY REQUEST NO.: 22- FINAL VALUE OF COMPLETED WORK TOTAL THIS ESTIMATE PREVIOUS AMOUNT **TOTAL TO DATE** QUANTITY THIS ESTIMATE DESCRIPTION UNITS **UNIT PRICE** TOTAL 2.01 Mechanical Bar Screen and Conveyor (Alternate 1) 100% 100% 16,700.00 2.01.01 Mobilze 16,700.00 \$ 16,700.00 2.01.02 Demo Existing 10.300.00 \$ 10.300.00 100% 10,300.00 ls 100% 2.01.03 Bar Screen & Conveyor- Submittals 10,000.00 10,000.00 10,000.00 100% 100% 2.01.04 Install Bar Screen ls \$ 169,000.00 \$ 169,000.00 \$ 100% 100% 169,000.00 2.01.05 Install Conveyor ls \$ 90,000.00 \$ 90,000.00 100% 100% 90,000.00 2.01.06 Electrical 38,000.00 \$ 100% 100% 38,000.00 334,000.00 334,000.00 Subtotal 2.01 2.02 Remove & Replace RAS Pumps (Alternate 2) 3,900.00 3,900.00 100% 3,900.00 2.02.01 Mobilze ls \$ 100% 2.02.02 Demo Existing ls \$ 4 000 00 \$ 4 000 00 \$ 100% 100% \$ 4 000 00 2.02.03 RAS Pumps- Submittals ls \$ 5,000.00 \$ 5.000.00 \$ 100% 100% \$ 5.000.00 Remove & Replace Pump 21,700.00 \$ 78,000.00 Subtotal 2.02 78,000.00 \$ Project Total (Base Bid & Alternates) \$ 7,709,023.22 94,716.48 7,709,023.22

Project: Mineola WWTP Improvements Contractor: Gracon Construction, Inc. Owner: City of Mineola DATE: 3/25/2024 Engineer: KSA Engineers, Inc. PAY REQUEST NO.: 22- FINAL Change Orders VALUE OF COMPLETED WORK TOTAL THIS ESTIMATE PREVIOUS AMOUNT QUANTITY THIS ESTIMATE TOTAL TO DATE Description UNITS **Unit Price** TOTAL CO#1 Deduct Remaining Allowance 1 ls \$ (84,916.48) \$ (84,916.48) 100% 100% (84,916.48) Total Change Orders (84,916.48) (84,916.48) (84,916.48)

Project: Mineola WWTP Improvements Owner: City of Mineola DATE: 3/25/2024 Contractor: Gracon Construction, Inc. PAY REQUEST NO.: 22- FINAL Engineer: KSA Engineers, Inc. STORED MATERIAL ON HAND LAST RECEIVED THIS **INSTALLED THIS** INVOICE NO. MANUFACTURER AND DESCRIPTION **ESTIMATE ESTIMATE ESTIMATE** ON HAND THIS ESTIMATE Pay Estimate #2 1298101 Ferguson- Air Release Valves 1.05.09 1307000 Ferguson- Pipe Wrap 1.06.36 \$ PSI415928A Nucor- Rebar Various Tyler Products- Manholes & SET's 27556 \$ Various Thompson- RCP Pipe 1.06.55-57 1.06.55-57 \$ Pay Estimate #3 Jack Tyler- Lift Station Hatches 136363-A 1.05.08 1306599-2 Ferguson- DI Fittings \$ Various 1308796 Ferguson- 10" Flange Coupling Adapter 1.05.09 \$ Ferguson- DI Fittings Various Ferguson- 14" Wall Sleeve 1310515 1 05 09 \$ Ferguson- DI Fittings 1306599 Various \$ 1306168 Ferguson- Pipe Joint Kits 1306761 Ferguson- Flange Bolt Sets Various \$ Recap/ Various Ferguson- Misc Piping Pay Estimate #4 Ferguson- Pipe Supports 1302074 Various 1314191 Ferguson- Bolt & Gaskets \$ Various Ferguson- Valves 1294808 Various \$ 1314106 Ferguson- DI Fittings Various Ferguson- 24"MJ 45° Bend 1306599-5 Various \$ 1306662 Ferguson- DI Fab Pipe Various \$ Recap/ Various Ferguson- Misc Piping \$ Various 2204401 Seguin- Galvanized Embeds 9790 Bills Fence- Fencing Material 1.06.67 Pay Estimate #5 1314244 Ferguson- Fab Piping \$ 1329355 Ferguson- 24" MJ Restraints \$ Various 1294808-1 Ferguson- Valves Various \$ 1314106-1 Ferguson- DI Fittings Ferguson- 20" Casing 1308733 1.06.42 \$ 1306662-1 Ferguson- 8" Drain Pipe 1.06.43 Ferguson- DI Fab Pipe 1318530 Various \$ 28660 Tyler Products- 60" Manholes \$ 28662 Tyler Products- 60" Manhole & SETs Various Precision Pump- RAS Pumps

2.02.04

Various

1.06.19

1.06.40

1.05.09

Various

1.05.10

1014096

Pay Estimate #6 2204402

1303537

1314094

1327228

1306313

Pay Estimate #7 197637

2204403

2204404

1306599-8

1301700

1308796-1

0053199-IN

Pay Estimate #8

Seguin- Grating and Stair Treads

Ferguson- 14" Coupling Reatraint

Ferguson- Valve Box and Stems

Ferguson- Flange Coupling Adapter

Ferguson- SS Pipe (AB Drops)

Ferguson- Pipe Supports

Tool & Hoist- Jib Crane

Ferguson- Flanged Fittings

Jack Tyler- Lift Station Pumps

Seguin- Handrail

Ferguson- 8" DIP

14" MJ x FLG 90°

Seguin- Misc Metal

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Project: Mineola WWTP Improvements Owner: City of Mineola Contractor: Gracon Construction, Inc. DATE: 3/25/2024 Engineer: KSA Engineers, Inc. PAY REQUEST NO.: 22- FINAL STORED MATERIAL ON HAND LAST RECEIVED THIS **INSTALLED THIS** INVOICE NO. MANUFACTURER AND DESCRIPTION **ESTIMATE ESTIMATE ESTIMATE** ON HAND THIS ESTIMATE Pay Estimate #9 4080 Jay Martin- Conveyor 2.01.05 202223006 EDGENG- FRP Weirs & Baffles 1.07.02, 1.07.05, 1.06.14 \$ 3556C54862 Xylem- Aeration Basin Equipment Ferguson- 14" Fittings 1306599-11 Various Ferguson- 14" & 24" Buried DIP 1301700-1 Various \$ Ferguson- 14" MJ 45° Bends 1306599-10 1.06.04 \$ Ferguson- 24" Buried DIP Various 1333653 Ferguson- 8" MJ Plug Valves 1.17 \$ Pay Estimate #10 1301700-2 Ferguson- 24" and 12" Buried DIP Various 200/7605 Trojan- UV Equipment 1.08 \$ Pay Estimate #11 4098 Jay Martin- Conveyor Control Panel 2.01.05 Pay Estimate #13 Amwell- Squeegees 1.07.03 & 1.07.06 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ -\$ \$ \$ \$ \$ \$ Total Stored Material

Project: Mineola WWTP Improvements Contractor: Gracon Construction, Inc. Owner: City of Mineola DATE: 3/25/2024 Engineer: KSA Engineers, Inc. PAY REQUEST NO.: 22- FINAL **Contract Time Statement** Month Date/Days Charged Not Charged Notes February 26 0 27 February 1 0 February 28 0 February 29 0 March 1 0 2 0 March 1 March 3 0 March 0 March 5 1 0 Final Walk-Through/Acceptance Days Charged This Estimate 9 0 Contract Days Recap Original Contract Days
Days Added by C.O. 450 Substantial Completion 40 Total Revised Contract Days 490 Days Used 693 Days Remaining -203 Substantial Completion Final Completion Days
Days Remaining 610 Final Completion -83

CONSENT OF SURETY COMPANY TO FINAL PAYMENT AIA DOCUMENT G707	OWNER ARCHITECT CONTRACTOR SURETY OTHER	X D Bond # 107545	594
PROJECT: Wastewater Treatment Plant Impr	ovements		
TO (Owner): City of Mineola	C	CONTRACT FOR: Construction	
300 Greenville Hwy. Mineola, TX 75773	C	CONTRACT DATE: 03/01/2022	
CONTRACTOR: Gracon Construction, Inc.			
In accordance with the provisions of the Cont Travelers Casualty and Surety Company of A One Tower Square Hartford, CT 06183	merica	ner and the Contractor as indicated above, the SURETY COMPANY,	
on bond of Gracon Construction, Inc. P. O. Box 360039 Dallas, TX 75336	.9	CONTRACTOR,	
hereby approves of the final payment to the C the Surety Company of any of its obligations City of Mineola	Contractor, and agrees to	that final payment to the Contractor shall not relieve)
300 Greenville Hwy. Mineola, TX 75773	,	OWNER,	
As set forth in the said Surety Company's bor	nd		
IN WITNESS WHEREOF, the Surety Company has hereunto set its hand	this <u>1st</u> day of <u>April,</u> 2	<u>2024</u> .	
		Travelers Casualty and Surety Company of Americ Surety	ea
		Tolow love	
Attest:	(°-	Signature of authorized representative	

HARTFORD.

The St.

Eric Lesch, Witness

(Seal)

Felix Navejar, Attorney-In-Fact

Name & Title

Wastewater Treatment Plant Improvements Project:

Obligee: City of Mineola Principal: Gracon Construction, Inc.

Bond No.: 107545594



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Felix Navejar of Grapevine, Texas their true and lawful Attorneyin-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut City of Hartford ss.

On this 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2026

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of April, 2024.







To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached GRACON CONSTRUCTION, INC. AFFIDAVIT OF BILLS PAID

BEFORE ME, the undersigned authority, on this day personally appeared <u>SEAN</u> GRAVES, PROJECT MANAGER, who, being duly sworn by me, states:

- 1. That he is the general contractor employed for the construction work of <u>City of Mineola WWTP Improvements</u> and that said construction work was completed March 13, 2024.
- That there are no claims, liens, suits or causes of action of whatsoever nature made, asserted, or filed by any person, persons, firm or corporation, against either him or of the <u>City of Mineola</u> by reason of any labor, materials, or services furnished for the purposes of the construction work of said of <u>City of Mineola WWTP Improvements</u>.
- 3. That all labor employed, and all materials used, and all services rendered in said construction job have been fully paid for by him.
- That no patented, registered, or copyrighted machines, materials, methods or processes were used in said construction job; nor supplied as a part of the finished work or appurtenant thereto, except with the payment of any or all fee, royalties, or license charges, and that there exist no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation by reason of the use of any patented, registered, copyrighted machines, materials, methods or processes upon said construction job.

WITNESS MY HAND on this 25th day of March AD, 2024.

(Sean Graves, Project Manager)

FAX: (972) 222-8542

SUBSCRIBED AND SWORN TO BEFORE ME on the 25th day of March A.D., 2024.

CHRISTOPHER M ORR
Notary Public, State of Texas
Comm. Expires 06-20-2025
Notary ID 131178722

(Chris Orr, Notary Public)

My commission expires June 20, 2025.

THE STATE OF TEXAS	§	CONTRACTOR'S AFFIDAVIT OF
	§	
COUNTY OF DALLAS	§	FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared <u>SEAN GRAVES</u> ("Affidant"), who, after being by me duly sworn, deposes and says that <u>GRACON CONSTRUCTION</u>, <u>INC.</u>, a <u>corporation</u> of <u>Dallas</u> County, State of Texas (the "Contractor"), which said contractor was awarded the contract dated the <u>7TH</u> day of <u>APRIL</u>, <u>2022</u>, for the construction of <u>CITY OF MINEOLA</u> <u>WWTP IMPROVEMENTS</u> (the "Work"), for a total consideration of <u>\$7,624,106.74</u> dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That the <u>CITY OF MINEOLA</u> (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$47,871.53 dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the contract and shall not be deemed to alter or modify the terms and provisions of said Contract.

GRACON CONSTRUCTION, INC.

By Dea Cause

SEAN GRAVES, PROJECT MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME, this the 25th day of MARCH, A.D. 2024.

CHRISTOPHER M ORR Notary Public, State of Texas Comm. Expires 06-20-2025 Notary ID 131178722 (Notary Public, in and for the State of Texas)

CHRIS ORR

My Commission Expires 06/20/2025

State of: <u>Texas</u>

County of: Dallas

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, THE UNDERSIGNED <u>Sean Graves</u> of <u>Gracon Construction</u>, <u>Inc.</u> has been employed by City of Mineola, Owner, for construction of <u>City of Mineola WWTP Improvements</u>.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Forty Seven Thousand Eight Hundred Seventy One Dollars and Fifty Three Cents (\$47,871.53) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Texas, relating to Mechanics' Lien with respect to and on the above described facility and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Agency on account of labor services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time thereafter, by the undersigned for the above described facility.

Dated this 25th day of March, 2024.

(Affix Corporate Seal Here)

By <u>Gracon Construction, Inc.</u>

(Name of Corporation)

Sean Graves, Project Manager



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Contractor:	City of Mineola								
Contractor	city of willicold		Owner's Contract No.:	N/A					
Contractor.	Gracon Construction	1	Contractor's Project No.:	N/A					
Engineer:	KSA Engineers, Inc.		Engineer's Project No.:	MN.162					
Project:	Wastewater Treatmo	ent Plant	Contract Name:		ewater Treatment Plant				
	Improvements			Impro	vements				
This Final	Certificate of Substan	itial Comp	letion applies to:						
⊠ All V	Vork		The following	ing spe	cified portions of the Work:				
			11-27-2023						
		Date	of Substantial Completion	•					
Engineer, ar designated a The date of contractual A punch list	nd found to be substant above is hereby estable Substantial Completicorrection period and of items to be comp	antially cor olished, sul on in the applicable leted or co	mplete. The Date of Substantial object to the provisions of the Confinal Certificate of Substantial Confewarranties required by the Control or rected is attached to this Certificate of Substantial Confewarranties required by the Control or rected is attached to this Certification.	Comple ntract p mpletio ract.	entatives of Owner, Contractor, and tion of the Work or portion thereof ertaining to Substantial Completion. In marks the commencement of the This list may not be all-inclusive, and Contractor to complete all Work in				
	with the Contract.	JII SUCII IIS	t does not after the responsibility	or the	Contractor to complete all work in				
insurance, a amended as	nd warranties upon (follows: [Note: Amer	Owner's us idments of	se or occupancy of the Work shal	ll be as ded in t	afety, maintenance, heat, utilities, provided in the Contract, except as this Certificate should be the product of Conditions.]				
Amendment	s to Owner's	_							
responsibilit	ies:	None							
		As follow:	S						
Amendment	es to								
	responsibilities:	None As follows	S:						
The followin	g documents are atta	ched to an	nd made a part of this Certificate:	[punch	list; others]				
			eptance of Work not in accordance te the Work in accordance with the		the Contract Documents, nor is it a ract.				
EXECH	TED BY ENGINEER:		RECEIVED:		RECEIVED:				
By: (Aut	horized signature)	By:	Owner (Authorized Signature)	Ву:	Contractor (Authorized Signature)				
Title: Proj	ect Manager	Title:		Title:	Project Manager				
	3-13-24	— Date:		Date:	0.405.40.4				
Date:	3-13-24	Date.		_ Dutc.	3/25/24				