

September 30, 2024

Jayne Lankford, Mayor City of Mineola 300 Greenville Highway, Mineola, TX 75773

REFERENCE: Stone and South Newsom Street Reconstruction

TDA#CDV21-0098

HEI #265003

Dear Mayor Lankford:

Transmitted herewith please find one copy of Partial Payment Estimate #2 from Lennon Construction which has been executed by the engineer and the contractor. This is for your signature and payment. Please sign, keep a copy for your files, and return a copy to this office for distribution.

We believe that the work has progressed to the point represented by the request, the quantities have been verified, and to the best of our knowledge, information and believe the quality of the work is in accordance with the contract documents.

We therefore recommend payment in the amount of \$22,420.18as shown on the attached request. Including this request, you will have paid the contractor 100% of the contract amount and will have released all retainage.

This recommendation for payment is subject to the various provisions contained in Section 14 of the General Conditions, and any corresponding portions of our engineering service agreement.

Sincerely,

HAYTER ENGINEERING, INC.

Tyler L. Creamer, P.E.

Principal/Project Manager

Lennon Construction 7901 State Hwy 182 Alba, TX 75410 903-765-3333

PARTIAL PAYMENT REQUEST

From: 7/22/24

To: 9/13/2024

Pay Request No. 2 From: 7/122/24
Namo of Owner: City of Mineola
Owner's Address: 300 Greenville, Avo, Mineola, TX 75773
Engineer: Haylor Engineering
Engineer's Address: 4445 SE Loop 286, Paris, TX 75460
Project Name: Stone Stored & South Newsom Stroot Rehabilitation
Project Number: TDA CDV21-0098 & HEI #265003
Contract Price (Including Change Orders): \$448,267.08

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed Prior to this Month	Total Quantity Completed to Date		Total Value Completed
1 + CO#2	Mobilization.	0.99545	LS	\$30,000.00	0.99545	montai	0.99545	10	29,863.50
2	Traffic control plan.	1.	LS	\$2,500.00	1.00		1.00		2,500.00
3	Stormwater pollution prevention plan.	1	LS	\$1,500.00	1.00		1.00		
4	Silt funce.	190	LF	\$6.50	190.00		190.00		1,500.00
5	Reseed disturbed areas	1	LS	\$1,200.00	1.00		1.00		1,200.00
6	Lowering of water service (IF NECESSARY)	5	EA	\$500.00	5.00		5.00		
7	Lowering of far side sewer service (IF NECESSARY).	5	EA	\$1,200.00	5.00		5.00		2,500.00
8	Lowering of near side sewer service (IF NECESSARY).	5	EA	\$1,200.00	5.00				6,000.00
S1	Asphalt pulverization 6" deep mixing with existing base rock, compacted, tested, and complete.	4.628	SY				5.00	S	6,000 00
S2	Cement for subgrade stabilization.	34.36	TN	\$6.00	4628.00		4628.00		27,768.00
				\$300.00	34.36		34.36	\$	10,308.00
S3 + CO#1	Application of cement stabilization (3%).	4,628	SY	\$6.00	4628.00		4628.00	s	27,768.00
55 + CO#1	Prime coat emulsion.	4,422	SY	\$2.00	4422.00		4422.00		8,844.00
S6 + CO #1	2" HMAC, installed, tested, and complete	4,422	SY	\$23.36	4422.00		4422.00		103.297.92
S7	Adjust manhole to grade.	6	EA	\$250.00	6.00		6.00		1,500.00
S8	Adjust water valve to grade	4	EA	\$250.00	4.00		4.00		1,000.00
59 S10	Removal of existing culverts	2	EA	\$400.00	2.00		2.00		800.00
S11 + CO #1	Rock drive repair.	19	SY	\$28.00	19.00		19.00		532.00
S12 + CO#1	Asphalt drive repair. Low water crossing.	158	SY	\$26.00	158.00		158.00		4.108.00
\$13		0	SY	\$90.00	0.00		0.00		4,100.00
313	Concrete valley gutter.	16	SY	\$90.00	16.00		16.00		1,440.00
S14 S15	12" RCP culvert, installed, and complete. Ditch grading.	66	LF	\$55.00	66.00		66.00	s	3,630.00
0.13	Asphalt pulverization 6* deep mixing with	3,590	LF	\$4.00	3590.00		3590.00		14,360.00
AAN1	existing base rock, compacted, tested, and complete.	3,824	SY						
AAN2	Coment for subgrade stabilization.	28.39	TN	\$300.00	3824.00			S	22,944.00
AAN3	Application of cement stabilization (3%).	/ (000000000000000000000000000000000000			28.39		28.39	S	8,517.00
AAN5	Prime coat emulsion. (3%).	3,824	SY	\$6.00	3824.00		3824.00	5	22,944.00
		3,656	SY	\$2.00	3656.00		3656.00		7,312.00
AAN7	2" HMAC, installed, tested, and complete. Adjust manhole to grade.	3,656	SY	\$23.36	3656.00		3656.00	5	85,404.16
AAN8	Adjust water valve to grade.	3	EA	\$250.00	3.00		3.00	\$	750.00
AAN9	Removal of existing culverts	16	EA	\$250.00	1.00		1.00		250.00
AAN10	Rock drive repair.	73	EA	\$200.00	16.00		16.00	\$	3,200.00
AAN11	Asphalt drive repair.	83	SY	\$20.00	73.00		73.00		1,460.00
AAN12 + CO #1		61	SY	\$26.00 \$90.00	83.00		83.00		2,158.00
AAN13 + CO #1	12" RCP culvert, installed, and complete.	75	SY		61.00		61.00		5,490.00
AAN14 + CO #1	24" RCP culvert, installed, tested, and	70	LF	\$50.00	75.00			\$	3,750.00
AAN15	12" HDPE culvert, installed, tested, and complete.			\$75.00	70.00		70.00	\$	5,250.00
name of the same	18" HDPE culvert, installed, tested, and	162	LF	\$50.00	162.00		162.00	\$	8,100.00
AAN17	Concrete valley gutter.	0	LF	\$65.00	0.00		0.00	\$	-
AAN18	Ditch grading.	36	SY	\$90.00	36.00		36.00		3,240.00
AVAIT 10	oner grading.	2,870	LF	\$4.00	2870.00		2870.00		11,480.00
								5	- 11,400.00
								5	
	TOTALS							5	
	TOTAL							5	448,403.58

Completed to Date:
Stored Material:
Completed and Stored to Date:
Less 5% Retainage:
Less Previous Payments:
Amount Due This Application:

\$448,403.58 \$0.00 \$448,403.58

\$425,983.40 \$22,420.18

Computer certifies that to the text of it's includings: 1) all precious progress playments increased from Owner on account of Work done underthe Costrant have been applied on account to discharge Contractor's buylarises obligations increased in its covered by price Applications for Payment and price to Owner at time of payment from and covered by price Applications for Payment and price to Owner at time of payment from and covered by the Applications for Payment and price to Owner at time of payment from and covered by the Applications for Payment and price to Owner at time of payment from and covered by the Applications for Payment and price and owner at the covered by the Application for Payment and price and time of payment and payment and price and time of payment and pay

STATE OF 15 TO 191174 Owner Signature and Date: Contractor Signature and Date: TYLER L. CREAMER 118834 CENSE CONAL ENGINEER

Certificate of Substantial Completion

Project: Stone Street and South Newsom Street Reconstruction			
Owner: City of Mineola	Owner's Project No.: TDA CDV21- 0098		
Contract: Stone Street and South Newsom Street Reconstruction	n Engineer's Project No.: 265003		
This definitive Certificate of Substantial Completion applies $\sqrt{\text{All Work under the Contract Documents:}}$ \square The follow	s to: ring specified portions of the Work:		
September 17, 2024			
Date of Substantial Compl	etion		
Contractor, and Engineer, and found to be substantially complet of the Project or portion thereof designated above is her commencement of applicable warranties required by the Contractor for second th	eby declared and is also the date of act Documents, except as stated below. curity, operation, safety, maintenance,		
amended as follows: ☐ Amended Responsibilities √Not Amended	•		
Owner's Amended Responsibilities:	ded		
Contractor's Amended Responsibilities:			
EJCDC C-625 Certificate of Substantial Co			

The following documents are attached to and r	nade part of this Certifica	ite:
This Certificate does not constitute an acceptar Documents nor is it a release of Contractor's of Contract Documents.		
Executed by Engineer	9/25/24 Date	TYLER L. CREAMER
Addrepted by Contractor	9/17/2024 Date	CENSIONAL
Accepted by Owner	Date	_

RELEASE BY SUBCONTRACTORS AND SUPPLIERS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to Lennon Construction (CONTRACTOR), or to any subcontractor, for the construction of the project referred to as Stone Street and South Newsom Street Reconstruction, located in Mincola, Texas (Project Number TDA CDV21-0098 & HEI #265003), does hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said project and the Owner thereof, and against said CONTRACTOR.

Coburn Supply Company
(Name of Supplier, Subcontractor, Etc.)
By Soli Sortina
Date: 9/18/2024
Work or Material: Material Supplied than 9/18/2024
Amount: \$ 11,568. 22
Subscribed and sworn to me this 18th day of September, 20 24.
Notary JAY W. HISSONG Notary Public State of Louisiana East Baton Rouge Paritsh Notary ID # 141531 My Commission is for Life
My commission expires: Q clean

CONTRACTOR'S RELEASE OF LIENS AND ACKNOWLEDGEMENT OF FINAL PAYMENT DUE

PROJECT: Stone Street and South Newsom Street Reconstruction

CONTRACTOR acknowledges final payment due this date from City of Mineola, as full and final payment for the cost of the improvements provided for in the above referenced contract between City of Mineola (OWNER) and Lennon Construction (CONTRACTOR) dated May 7, 2024, the sum of twenty two thousand four hundred twenty dollars and eighteen cents, (\$22,420.18), being the remainder of the full amount accruing to the CONTRACTOR by virtue of said contract, including full payment for the cost of any extra work and material furnished by CONTRACTOR in the construction of said improvements, and all incidentals thereto.

Further, CONTRACTOR hereby releases OWNER and ENGINEER, and their employees, subconsultants, and agents from all liens, claims, complaints or actions whatsoever growing out of said contract, and

Further, CONTRACTOR hereby certifies that all persons, corporations, or other entities doing work upon, or furnishing materials for, said improvements under the above referenced contract have been paid in full, with the exception of the following:

AK Contractors

HK Contrac	7015	*
In witness whereo	of the undersigned has hereto set	his hand and seal this 17 th day of
CONTRACTOR:	Lennon Construction	on Inc
	7901 State they	182
	Alba, TX 75410	_
BY:	Joel Ch	- -
	(CORPORATE SEAL)	
Subscribed and sworn to b	pefore me this 17th day of Septe	mber, 20 <u>24</u> .
My Rene Mo Notary Public	m	WILLIAM WALL
My commission expires _	3-1-28	WA STATE OF TEST
		The same of the sa

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Stone Street and South Newsom Street Reconstruction **CONTRACT DATE: May 7, 2024 OWNER: City of Mineola CONTRACTOR: Lennon Construction** In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company) Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 , SURETY COMPANY, on Bond of (here insert name and address of Contractor Lennon Construction, Inc. 7901 State Hwy 182 , CONTRACTOR, Alba, TX 75410 hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name of Owner) City of Mineola 300 Greenville Hwy , OWNER, Mineola, TX 75773 as set for in the said Surety Company's Bond No. _GRTX65594 May 22, 2024 dated IN WITNESS WHEREOF. the Surety Company has hereunto set its hand this __18th __ day of __ September Granite Re, Inc. Surety Company

Signature of Authorized Representative

Kenneth D. Whittington, Attorney-In-Fact

Attest | Kyle McDonald

(SEAL)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31 st day of July, 2023.

STATE OF OKLAHOMA

SS:

COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2027

Commission #: 11003620



GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 18, 2024.



Kyle P. McDonald, Assistant Secretary