

**Attachment No. 1 – Application and Certificate for
Payment No. 6**

PO# 379935

CONTRACTOR'S APPLICATION FOR PAYMENT FORM

Project: Jefferson Street WTP, Chlorine Feed Imp.

Laredo, TX

Pay Estimate# 6 FINAL

From: 19-Mar-24

To: 19-Mar-24

Payable To:

J. S. Haren Company

1175 Highway 11N

Athens, TN 37303

Total Days to Date: 170

Total Remaining Days: 10

% Compl By Time: 100%

Original Contract Amount: \$794,000.00

Change Orders Approved: \$23,918.83

Total Contract Amount: \$817,918.83

% Completed to Date 100.0%

Total Amt. to-Date: \$794,000.00

Change Orders Completed: \$23,918.83

Less 0% Retainage:

Less Previous Payments: \$735,299.99

Amount Due This Period: \$82,618.84

CERTIFICATE OF CONTRACTOR: J.S. HAREN

I Certify that all items and amounts shown on this request for partial payment are correct, and that all work has been performed and/or materials supplied in full in accordance with the requirements of the contract documents:

Contractor Name


J. S. Haren Company3/29/2024
Date

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion, the statement of work performed and/or materials supplied is accurate and that the contractor is observing the requirements of the contract documents.

City of Laredo Utilities Dept.

Jose Toledo

Date

CERTIFICATE OF ENGINEER:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or materials supplied by the contractor and that the same has been performed and/or supplied in full accordance with the requirements of the contract documents.

Name of Engineering Co


Ardurra4/22/24
Date

RECOMMENDED FOR PAYMENT:

APPROVED CITY OF LAREDO:

Diego Salinas, P.E.
City of Laredo Utilities Dept.Arturo Garcia, Jr., P.E., C.P.M.
City of Laredo Utilities Director

Contractor's Application

For (Contract): Jefferson Street WTP Chlorine Feed Improvements, Laredo, TX										Application No.:		6 FINAL							
Application Period: 3/19/24 to 3/20/24										Application Date:		3/20/2024							
Contract History						Contract Progress				Contract Status									
A						C		D		E		F		G	H	I	J	K	L
Bid Item No.	Item Description	Current Quantity	Unit	Unit Price	Total Cost	Previous Period(s)		This Period		Total Quantity Installed (C+E)	Value of Work Installed to Date (D+F)	Materials Presently Stored (not in G)	Total Completed and Stored to Date (H + I)	% (J / B)	Balance to Finish (B - J)				
						Quantity Installed	Amount	Quantity Installed	Amount										
1	Mobilization, Demobilization, Bonds & Insurance	1	LS	\$40,000.00	\$40,000.00	0.50	\$20,000.00	0.50	\$20,000.00	1.0	\$40,000.00		\$40,000.00	100.0%					
2	3" CPVC Chemical Lines	3,654	FT	\$128.08	\$468,000.00	3654	\$468,000.00			3,654.00	\$468,000.00		\$468,000.00	100.0%	\$0.00				
3	4" CPVC Chemical Lines	2,818	FT	\$85.17	\$240,000.00	2818.0	\$240,000.00			2,818.00	\$240,000.00		\$240,000.00	100.0%					
4	3" CPVC Valves	12	EA	\$666.67	\$8,000.00	12	\$8,000.00			12.00	\$8,000.00		\$8,000.00	100.0%					
5	4" CPVC Valves	2	EA	\$7,500.00	\$15,000.00	2	\$15,000.00			2.00	\$15,000.00		\$15,000.00	100.0%					
6	3" Wall Pipe Penetration	1	LS	\$2,200.00	\$2,200.00	1	\$2,200.00			1.00	\$2,200.00		\$2,200.00	100.0%					
7	3" Floor Pipe Penetration	1	LS	\$1,300.00	\$1,300.00	1.00	\$1,300.00			1.00	\$1,300.00		\$1,300.00	100.0%					
8	3" Pipe above ground pipe to be removed	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00			1.00	\$3,500.00		\$3,500.00	100.0%					
9	3" Pipe to be abandoned	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00			1.00	\$2,000.00		\$2,000.00	100.0%					
10	Test 3" and 4" Pipe	1	LS	\$8,000.00	\$8,000.00	1.00	\$8,000.00			1.00	\$8,000.00		\$8,000.00	100.0%					
11	Final Connections & Startup	1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00			1.00	\$6,000.00		\$6,000.00	100.0%					
CO1	Add Long Sweeps/Soft 90s, Add ARV w/degassing valves w/ball valves	1	LS	\$23,918.83	\$23,918.83			1	\$23,918.83	1.00	\$23,918.83		\$23,918.83	100.0%					

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Bond # TXC612007

AIA DOCUMENT G707

PROJECT: Jefferson ST WTP Chlorine Feed Improvements
(name, address)

TO (OWNER)

City of Laredo Utilities Department
5816 Daugherty Ave
Laredo, TX 78041

CONTRACTOR: J. S. HAREN COMPANY

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)

MERCHANTS BONDING COMPANY (MUTUAL)

P.O. Box 14498

Des Moines, IA 50306-3498

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

J. S. HAREN COMPANY

1175 Highway 11 N

Athens, TN 37303

, CONTRACTOR,

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 and address of Owner)

City of Laredo Utilities Department, OWNER

5816 Daugherty Ave

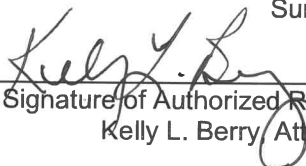
Laredo, TX 78041

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 19th day of March, 2024.

MERCHANTS BONDING COMPANY (MUTUAL)

Attest: 


Signature of Authorized Representative
Kelly L. Berry, Attorney-in-Fact

Bonds Southeast, Inc.
5550 Franklin Pike, Ste 202
Nashville, TN 37220
(615) 321-9700

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT
OF PAYMENT OF DEBTS AND CLAIMS, Current Edition **AIA DOCUMENT G707** CONSENT OF SURETY COMPANY
TO FINAL PAYMENT APRIL 1970 EDITION AIA® ONE PAGE © THE AMERICAN INSTITUTE OF ARCHITECTS,
1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(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.

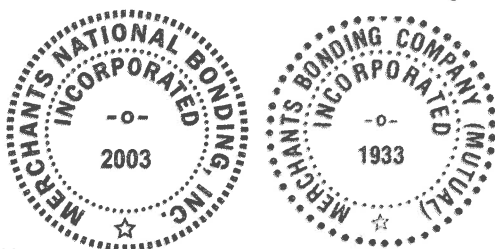
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 authority 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 3rd day of February, 2024.



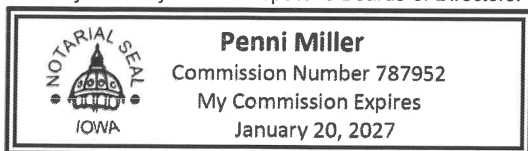
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, 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.

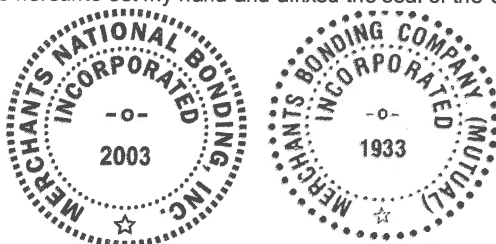


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

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 19th day of March, 2024.



William Warner Jr.
Secretary