

**RESOLUTION 25-33**

**A RESOLUTION TO AUTHORIZE PROJECT CLOSEOUT, RETAINAGE RELEASE,  
AND FINAL CHANGE ORDER FOR PIPEWORKS PLUS INC. INFLOW AND  
INFILTRATION SEWER PROJECT**

**WHEREAS**, Pipeworks Plus Inc. successfully bid and was awarded a construction contract for inflow and infiltration repairs to the sewer system; and

**WHEREAS**, City staff and OHM have performed a final walkthrough and completed all final punch list items; and

**WHEREAS**, OHM have reviewed the final punch list work and recommended approval of a final change order, which is a deduction of \$110,755.00, and release of retainage in the amount of \$36,701.69 plus any interest accrued; and

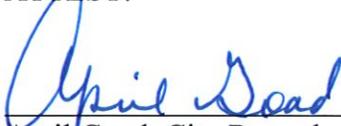
**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen,

1. The project has achieved final completion, and staff are authorized to close the project.
2. Authorize the Mayor to execute the attached retainage release form.
3. Upon execution of said retainage release form, authorize staff to coordinate retainage release with Pinnacle Bank who is acting as the escrow agent.
4. Authorize the final change order and authorize staff to execute and make final payment.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 3<sup>rd</sup> day of February 2025.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**RETAINAGE RELEASE**  
**AUTHORIZATION**

The undersigned, as owner of certain real property located in Williamson and Maury County, Tennessee which has been improved pursuant to a construction contract with Pipeworks Plus LLC., (hereinafter "Contractor"), hereby notifies Pinnacle Bank that Contractor has represented to the undersigned that Contractor has either reached final completion or has substantially completed with regards to the Inflow and Infiltration 2023 Sewer System Rehabilitation. pursuant to such contract. Based on Contractor's representations, the undersigned hereby authorizes Pinnacle Bank to release \$36,701.69 plus accrued interest, paid and held in escrow. This RELEASE is executed for the sole purpose of releasing the amount(s) held in escrow as aforesaid and this RELEASE specifically does not, nor shall it be construed to, release, waive or otherwise affect any obligations of Contractor to comply with the construction contract or any claims, causes of action or rights which the undersigned has or may have against Contractor arising out of said contract or relating to the work performed thereunder .



Name: Jim Hagaman

Title: Mayor

ATTEST:

  
Opie Lead, City Recorder

STATE OF TENNESSEE

: ss:

COUNTY OF Maury

Sworn to before me this the 3rd day of February, 2025.

  
Notary Public



Commission Expires: 4-23-2025

**Contract Quantity / Final Quantity Adjustment**

**2023 Sewer System Rehabilitation**

**City of Spring Hill, TN**

Contractor: Pipeworks Plus Inc.

Project Duration: 4-01-2024 to 10-14-2024

Orig. Contract Amount \$979,275.00

**Change Order No. 1 (Final Adjusting) Total -\$110,755.00**

**Final Contract Amount \$868,520.00**

**Total Work Completed Amount \$868,520.00**

Item	Description	Qty.	Unit	Contract		Total Qty. Installed	Total Work Completed to Date	% Complete	Final Adjustment	
				Unit Price	Total Cost				Qty. Diff.	Price Diff.
2.a.	Manhole Lining, Level B – 4-Foot	0	VF	\$487.50	\$0.00	308.2	\$150,247.50	--	308.2	\$150,247.50
2.b.	Manhole Lining, Level B – 5-Foot	0	VF	\$575.00	\$0.00	39.0	\$22,425.00	--	39.0	\$22,425.00
2.c.	Manhole Lining, Level B – 6-Foot	0	VF	\$690.00	\$0.00	126	\$86,940.00	--	126	\$86,940.00
3.a.	Manhole Lining, Level C – 4-Foot	420	VF	\$598.00	\$251,160.00		\$0.00	0.0%	-420	-\$251,160.00
3.b.	Manhole Lining, Level C – 5-Foot	100	VF	\$680.00	\$68,000.00		\$0.00	0.0%	-100	-\$68,000.00
3.c.	Manhole Lining, Level C – 6-Foot	50	VF	\$800.00	\$40,000.00		\$0.00	0.0%	-50	-\$40,000.00
5.	Manhole Point Repairs – Chemical Grout Sealing (Hydraulic Cement)	125	EA	\$325.00	\$40,625.00	130	\$42,250.00	104.0%	5	\$1,625.00
6.	Manhole Point Repairs – Polyurethane Foam Grouting	5	2.5 Gal	\$813.00	\$4,065.00	3	\$2,439.00	60.0%	-2	-\$1,626.00
7.	Cleaning/Vactoring of Manhole	7	EA	\$1,600.00	\$11,200.00	0	\$0.00	0.0%	-7	-\$11,200.00
8.a.	Reset Frame and Cover – Reset Casting in Grass/Dirt	51	EA	\$1,100.00	\$56,100.00	19	\$20,900.00	37.25%	-32	-\$35,200.00
8.b.	Reset Frame and Cover – Reset Casting in Asphalt	21	EA	\$1,850.00	\$38,850.00	40	\$74,000.00	190.5%	19	\$35,150.00
8.c.	Reset Frame and Cover – Reset Casting in Concrete	2	EA	\$2,500.00	\$5,000.00	4	\$10,000.00	200%	2	\$5,000.00
9.	Replace Frame – Standard	16	EA	\$2,550.00	\$40,800.00	9	\$22,950.00	56.25%	-7	-\$17,850.00
10.	Replace Frame – Watertight	29	EA	\$3,000.00	\$87,000.00	43	\$129,000.00	148.3%	14	\$42,000.00
11.	Replace Cover	43	EA	\$700.00	\$30,100.00	52	\$36,400.00	120.9%	9	\$6,300.00
12.	Pavement Repair	25	SY	\$675.00	\$16,875.00	14.22	\$9,598.50	56.88%	-10.78	-\$7,276.50
13.	Plug Pipe at Manhole	1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00	100%	0	\$0.00
15.	Rebuild Chimney	16	EA	\$750.00	\$12,000.00	35	\$26,250.00	218.8%	19	\$14,250.00
17.b.	External Point Repair – 8-inch, 6.1 to 10 feet deep	6	EA	\$10,250.00	\$61,500.00	12	\$123,000.00	200%	6	\$61,500.00
17.d.	External Point Repair – 18-inch, 18 to 22 feet deep	1	EA	\$30,000.00	\$30,000.00	1	\$30,000.00	100%	0	\$0.00
17.e.	External Point Repair – 24-inch, 6.1 to 10 feet deep	1	EA	\$27,000.00	\$27,000.00	0	\$0.00	0.0%	-1	-\$27,000.00
17.f.	External Point Repair – 24-inch, 12 to 15 feet deep	1	EA	\$29,000.00	\$29,000.00	0	\$0.00	0.0%	-1	-\$29,000.00
18.a.	Excavated Sewer Lateral Connection Renewals – 6-inch or 8-inch, 0 to 6 feet deep	1	EA	\$9,000.00	\$9,000.00	0	\$0.00	0.0%	-1	-\$9,000.00
18.b.	Excavated Sewer Lateral Connection Renewals – 6-inch or 8-inch, 6.01 to 8 feet deep	3	EA	\$10,000.00	\$30,000.00	0	\$0.00	0.0%	-3	-\$30,000.00
19.a.	Gravity sewer pipeline in open trench for replacement – 8-inch SDR 35 PVC pipe, 6.01 to 10 feet deep	110	LF	\$500.00	\$55,000.00	117.8	\$58,900.00	107.1%	7.8	\$3,900.00
20.c.	Bypass Pumping – 8-inch Pump, less than 700 LF in Distance	4	Day	\$3,000.00	\$12,000.00	1	\$3,000.00	25.0%	-3	-\$9,000.00
21.	Cash Allowance for Manhole Liner Testing Laboratory Services	1	LS	\$3,000.00	\$3,000.00	0	\$0.00	0.0%	-1	-\$3,000.00
22.	Cash Allowance for Add-On for Work Performed Outside of Right-of-Way	1	LS	\$20,000.00	\$20,000.00	0.225	\$4,500.00	22.5%	-0.775	-\$15,500.00
<b>Change Order No. 1 - NEW LINE ITEM</b>										
23.	Chimney Guard™ Chimney Seal	16	EA	\$920.00	\$14,720.00	16	\$14,720.00	100%	0	\$0.00
<b>TOTALS</b>					\$993,995.00		\$868,520.00	Subtotal	<b>-\$125,475.00</b>	
<b>C.O. 1 Line Item Price Difference Subtotal + New Line Item = C.O. 1 TOTAL:</b>									<b>-\$110,755.00</b>	

## Change Order No. 1 (Final Adjusting)

Date of Issuance: <u>December 9, 2024</u>	Effective Date: _____, <u>20</u> <small>(upon Owner Approval)</small>
Owner: <u>City of Spring Hill</u>	Owner's Contract No.:
Contractor: <u>Pipeworks Plus, Inc.</u>	Contractor's Project No.:
Engineer: <u>OHM Advisors</u>	Engineer's Project No.: <u>0004-22-0010</u>
Project: <u>2023 Sewer System Rehabilitation</u>	Contract Name: <u>n/a</u>

The Contract is modified as follows upon execution of this Change Order:

Description: Final adjustment of the contract price from the original contract amount of \$979,275.00 to the Final Contract Amount of \$868,520.00 to reflect all over-runs and under-runs in all line items. This C.O. adds a chimney seal line item and adds 47 additional calendar days to the contract establishing November 14, 2024, as the Final Contract Completion Date.

Attachments: Contract Quantity / Final Quantity Adjustment spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$979,275.00</u>	Original Contract Times: Substantial Completion: <u>8/29/2024 (150 days)</u> Ready for Final Payment: <u>9/28/2024 (180 days)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  <u>\$979,275.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/29/2024 (150 days)</u> Ready for Final Payment: <u>9/28/2024 (180 days)</u> days or dates
[Increase] [Decrease] of this Change Order:  <u>-\$110,755.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>46 days</u> Ready for Final Payment: <u>47 days</u> days
Contract Price incorporating this Change Order:  <u>\$868,520.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10/14/2024 (196 days)</u> Ready for Final Payment: <u>11/14/2024 (227 days)</u> days or dates

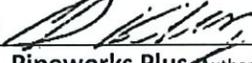
RECOMMENDED by ENGINEER:

ACCEPTED BY OWNER:

ACCEPTED BY CONTRACTOR:

By:   
**OHM Advisors** (Authorized Signature)

By:   
**City of Spring Hill** (Authorized Signature)

By:   
**Pipeworks Plus** (Authorized Signature)

Title: Greg Sanford, Principal

Title: Jim Hagaman, Mayor

Title: Chris Holloway, Corp. Secretary

Date: 12 / 9 / 2024

Date: 2 / 3 / 2025

Date: 12 / 9 / 2024

Approved by Funding Agency (if applicable):

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Spring Hill, TN</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>OHM Advisors</u>	<b>Engineer's Project No.:</b> <u>0004-22-0010</u>
<b>Contractor:</b> <u>Pipeworks Plus Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2023 Sewer System Rehabilitation</u>	
<b>Contract:</b> <u>n/a</u>	
<b>Application No.:</b> <u>5 (Final)</u>	<b>Application Date:</b> <u>12/16/2024</u>
<b>Application Period:</b> <u>From 7/27/2024</u>	<u>to 10/14/2024</u>

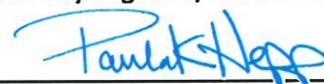
1. Original Contract Price	\$ <b>979,275.00</b>
2. Net change by Change Orders	\$ <b>(110,755.00)</b>
3. Current Contract Price (Line 1 + Line 2)	\$ <b>868,520.00</b>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <b>868,520.00</b>
5. Retainage	
a. <u>5%</u> X \$ <u>868,520.00</u> Work Completed =	\$ -
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <b>868,520.00</b>
7. Less previous payments (Line 6 from prior application)	\$ <b>720,161.25</b>
<b>8. Amount due this application</b>	<b>\$ 148,358.75</b>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ -

**PAYMENT BREAKDOWN:**  
**Amount Due from City = \$111,657.06**  
**Previously Paid Retainage Total = \$36,701.69**

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of its knowledge:  
 (1) All previous progress payments received from Owner on account applied on account to discharge Contractor's legitimate obligations on prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Pipeworks Plus Inc.

**Signature:**  **Date:** 12/16/2024

<p><b>Recommended by City Inspector/RPR</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Recommended by Engineer/OHM Advisors</b></p> <p><b>By:</b> <u></u></p> <p><b>Title:</b> <u>Paula Hepp / Project Manager</u></p> <p><b>Date:</b> <u>December 18, 2024</u></p>
<p><b>Approved by Owner / City of Spring Hill</b></p> <p><b>By:</b> <u></u></p> <p><b>Title:</b> <u>Mayor</u></p> <p><b>Date:</b> <u>2-3-2025</u></p>	<p><b>Approved by Owner / City of Spring Hill (if needed)</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Spring Hill, TN	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	OHM Advisors	<b>Engineer's Project No.:</b>	0004-22-0010
<b>Contractor:</b>	Pipeworks Plus Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2023 Sewer System Rehabilitation		
<b>Contract:</b>	n/a		

Application No.: 5 (Final)    Application Period: From 07/27/24 to 10/14/24    Application Date: 12/16/24

A	B	C	D	E	F	G	H	I	J	K	L
Line Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
2.a.	Manhole Lining, Level B – 4-Foot	0	VF	\$487.50	\$0.00	308.20	\$ 150,247.50		\$ 150,247.50		(\$150,247.50)
2.b.	Manhole Lining, Level B – 5-Foot	0	VF	\$575.00	\$0.00	39	\$ 22,425.00		\$ 22,425.00		(\$22,425.00)
2.c.	Manhole Lining, Level B – 6-Foot	0	VF	\$690.00	\$0.00	126	\$ 86,940.00		\$ 86,940.00		(\$86,940.00)
3.a.	Manhole Lining, Level C – 4-Foot	420	VF	\$598.00	\$251,160.00		\$ -		\$ -	0.0%	\$251,160.00
3.b.	Manhole Lining, Level C – 5-Foot	100	VF	\$680.00	\$68,000.00		\$ -		\$ -	0.0%	\$68,000.00
3.c.	Manhole Lining, Level C – 6-Foot	50	VF	\$800.00	\$40,000.00		\$ -		\$ -	0.0%	\$40,000.00
5.	Manhole Point Repairs – Chemical Grout Sealing (Hydraulic Cement)	125	EA	\$325.00	\$40,625.00	130	\$ 42,250.00		\$ 42,250.00	104.0%	(\$1,625.00)
6.	Manhole Point Repairs – Polyurethane Foam Grouting	5	2.5 Gal	\$813.00	\$4,065.00	3.0	\$ 2,439.00		\$ 2,439.00	60.0%	\$1,626.00
7.	Cleaning/Vactoring of Manhole	7	EA	\$1,600.00	\$11,200.00		\$ -		\$ -	0.0%	\$11,200.00
8.a.	Reset Frame and Cover – Reset Casting in Grass/Dirt	51	EA	\$1,100.00	\$56,100.00	19	\$ 20,900.00		\$ 20,900.00	37.0%	\$35,200.00
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8.c.	Reset Frame and Cover – Reset Casting in Concrete	2	EA	\$2,500.00	\$5,000.00	4	\$ 10,000.00		\$ 10,000.00	200.0%	(\$5,000.00)
9.	Replace Frame – Standard	16	EA	\$2,550.00	\$40,800.00	9	\$ 22,950.00		\$ 22,950.00	56.0%	\$17,850.00
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11.	Replace Cover	43	EA	\$700.00	\$30,100.00	52	\$ 36,400.00		\$ 36,400.00	121.0%	(\$6,300.00)
12.	Pavement Repair	25	SY	\$675.00	\$16,875.00	14.22	\$ 9,598.50		\$ 9,598.50	57.0%	\$7,276.50
13.	Plug Pipe at Manhole	1	EA	\$1,000.00	\$1,000.00	1	\$ 1,000.00		\$ 1,000.00	100.0%	\$0.00
15.	Rebuild Chimney	16	EA	\$750.00	\$12,000.00	35	\$ 26,250.00		\$ 26,250.00	219.0%	(\$14,250.00)
17.b.	External Point Repair – 8-inch, 6.1 to 10 feet deep	6	EA	\$10,250.00	\$61,500.00	12	\$ 123,000.00		\$ 123,000.00	200.0%	(\$61,500.00)
17.d.	External Point Repair – 18-inch, 18 to 22 feet deep	1	EA	\$30,000.00	\$30,000.00	1	\$ 30,000.00		\$ 30,000.00	100.0%	\$0.00

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Spring Hill, TN	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	OHM Advisors	<b>Engineer's Project No.:</b>	0004-22-0010
<b>Contractor:</b>	Pipeworks Plus Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2023 Sewer System Rehabilitation		
<b>Contract:</b>	n/a		

Application No.: 5 (Final) Application Period: From 07/27/24 to 10/14/24 Application Date: 12/16/24

A	B	C	D	E	F	G	H	I	J	K	L
Line Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
17.e.	External Point Repair – 24-inch, 6.1 to 10 feet deep	1	EA	\$27,000.00	\$27,000.00		\$ -		\$ -	0.0%	\$27,000.00
17.f.	External Point Repair – 24-inch, 12 to 15 feet deep	1	EA	\$29,000.00	\$29,000.00		\$ -		\$ -	0.0%	\$29,000.00
18.a.	Excavated Sewer Lateral Connection Renewals – 6-inch or 8-inch, 0 to 6 feet deep	1	EA	\$9,000.00	\$9,000.00		\$ -		\$ -	0.0%	\$9,000.00
18.b.	Excavated Sewer Lateral Connection Renewals – 6-inch or 8-inch, 6.01 to 8 feet deep	3	EA	\$10,000.00	\$30,000.00		\$ -		\$ -	0.0%	\$30,000.00
19.a.	Gravity sewer pipeline in open trench for replacement – 8-inch SDR 35 PVC pipe, 6.01 to 10 feet deep	110	LF	\$500.00	\$55,000.00	117.8	\$ 58,900.00		\$ 58,900.00	107.0%	(\$3,900.00)
20.c	Bypass Pumping – 8-inch Pump, less than 700 LF in Distance	4	Day	\$3,000.00	\$12,000.00	1	\$ 3,000.00		\$ 3,000.00	25.0%	\$9,000.00
21.	Cash Allowance for Manhole Liner Testing Laboratory Services	1	LS	\$3,000.00	\$3,000.00		\$ -		\$ -	0.0%	\$3,000.00
22.	Cash Allowance for Add-On for Work Performed Outside of Right-of-Way	1	LS	\$20,000.00	\$20,000.00	0.225	\$ 4,500.00		\$ 4,500.00	23.0%	\$15,500.00
					\$0.00		\$ -		\$ -		\$0.00
<b>Original Contract Total</b>					<b>\$979,275.00</b>		<b>\$ 853,800.00</b>	<b>\$0.00</b>	<b>\$ 853,800.00</b>	<b>87.0%</b>	<b>\$125,475.00</b>
<b>Change Orders</b>											
23.	Chimney Guard - New Line Item - C.O.1	16	EA	\$920.00	\$14,720.00	16	\$ 14,720.00		\$ 14,720.00	100.0%	\$0.00
					-		-		-		-
<b>Change Order Totals</b>					<b>\$14,720.00</b>		<b>\$ 14,720.00</b>	<b>\$ -</b>	<b>\$ 14,720.00</b>	<b>100.0%</b>	<b>\$0.00</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					<b>\$ 993,995.00</b>		<b>\$ 868,520.00</b>	<b>\$0.00</b>	<b>\$868,520.00</b>	<b>87.0%</b>	<b>\$125,475.00</b>

WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 148,358.75, hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced through 12-18-24 to PipeWorks Plus, Inc. on the job of **City of Spring Hill, TN** (owner), to the following described property:

**2023 Sewer System Rehabilitation  
Spring Hill, TN**

This waiver and release does not cover any retention or labor, services, or materials invoiced after the date specified.

Dated on 12-18-24

Lienor's Name: PipeWorks Plus, Inc.

Corporate  
Seal

Address: 306 Steelman Loop Rd.  
Fayetteville, TN 37334

By: [Signature]

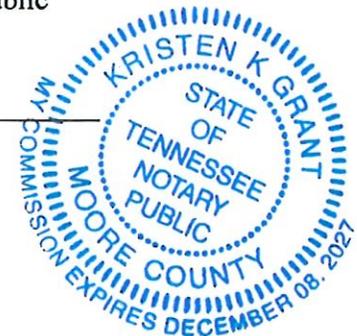
Printed Name: Mabel Holloway

Sworn to and subscribed before me this 12-18-24.

[Signature]  
Signature of Notary Public  
Commissioned  
State of Tennessee

Kristen Grant  
Print, Type or Stamp  
Name of Notary Public

Personally Known X OR, Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_





# AIA<sup>®</sup> Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: GM 231569

**PROJECT:** *(Name and address)*  
2023 Sewer System Rehabilitation  
Spring Hill, TN

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR:** 2023 Sewer System Rehabilitation  
Spring Hill, TN

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**SURETY:**   
**OTHER:**

**TO OWNER:** *(Name and address)*  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

**CONTRACT DATED:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, Texas 77024

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

PipeWorks Plus, Inc.  
306 Steelman Loop Rd.  
Fayetteville, TN 37334

, 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 Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 17, 2024.  
*(Insert in writing the month followed by the numeric date and year.)*

Great Midwest Insurance Company

*(Surety)*

*(Signature of authorized representative)*

Greg Bennett,

Attorney-In-Fact

*(Printed name and title)*

Attest:

*(Seal):* Nancy Williams, Administrative Clerk



POWER OF ATTORNEY

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

James L. Noe, III, Craig Whitlow, Charles Myers, James Myers, Andrew Bennett, Amelia Cain, Ruth Kjosa, Lisa Wilson, Greg Bennett, Seth Chapman, Rhyann Atwood, Brianna Mai Ferguson, Charlena Denae Brockman, Morgan Collins Wills, Darian Schrembs

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

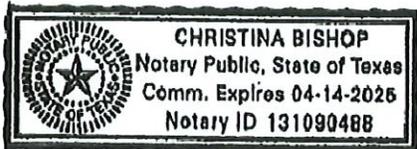


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill  
Mark W. Haushill  
President

### ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 17th Day of December, 2024.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.