

Estimate and Certification for Payment

PROJECT	<u>KNIGHT ROAD BRIDGE OVER COASTAL WATER AUTHORITY CANAL</u>		
OWNER	<u>Fort Bend County</u>	CONTRACTOR: <u>JOHN REED and Company LLC</u>	
Address:	<u>1124 Blume Rd.</u>	<u>4801 Woodway #245E</u>	
	<u>Rosenberg, Texas 77471</u>	<u>Houston, TX 77056</u>	
		PURCHASE ORDER # <u>86586</u> VENDOR # <u>14644</u>	
ATTN:	<u>Louis E. Hood, P.E.</u>	Initial Contract Time	<u>135</u> days
Estimate No:	<u>05 (FINAL)</u>	Current Approved Extensions ±	<u>0</u> days
Invoice No:	<u>05</u>	Previous Approved Extensions ±	<u>0</u> days
Start Date:	_____	Total Contract Time	<u>135</u> days
Current Contract Completion Date:	_____	Spent Days	_____ days
Estimate Cut Off Date:	<u>July 26, 2012</u>	Days Remaining	_____ days
Rain Days to Date	<u>_____</u> days		
Date of Estimate:	<u>July 26, 2012</u>		

A. Contract Amount to Date:

1. Contract Price:	_____	_____	_____	_____	_____
2. Approved Change Orders:	<u>01</u>	<u>2035.00</u>	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
Total Changes to Date:			+ or -	<u>2035.00</u>	_____
			Total Contract Amount:	<u>331,059.60</u>	_____

B. Earnings to Date:

1. Previous Work Completed:	<u>150670.00</u>	Previous Earnings:	\$ <u>329850.60</u>
2. Work Completed this Period:	_____	Earnings This Period:	\$ <u>1209.00</u>
3. Materials on Site:	_____		\$ <u>0.00</u>
		Total Earnings:	\$ <u>331059.60</u>

C. Reductions:

1. Retainage:	0%	of	<u>0.00</u>	_____	<u>0.00</u>
			Total Payments Due:	<u>331059.60</u>	_____
			Less Previous Payments:	\$ <u>296865.54</u>	_____
			Total Amount Due Contractor This Estimate:	\$ <u>34194.06</u>	_____

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: John R. Schmalzer Date: 7-27-2012
Contractor:

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: John Helant Date: 8-10-2012
Project Representative:

Approved by: Louis E. Hood Date: 8-14-2012
Engineer:

Application and Certificate for Payment

To Owner: Fort Bend County, Texas
 Contractor: John Reed and Company LLC
 Project: Knight Road Bridge Project

Application No: FINAL
 Project Job No: 1012-003-05
 PO # 86586 VENDOR # 14644

Date: 7/27/2012
 Pay Period: From: 5/1/2012 To: 7/25/2012

Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date		Comment
						Previous Estimate	This Period	Quantity	Amount	
1	PREP ROW	STA	4	\$ 1,000.00	\$ 4,000.00	4.00	0.00	4	\$ 4,000.00	100%
2	REMOVE STAB BASE & ASPH PAV 6"	SY	490	\$ 2.00	\$ 980.00	490	0	490	\$ 980.00	100%
3	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	630	\$ 10.00	\$ 6,300.00	630	0	630	\$ 6,300.00	100%
4	CEL FIBER MULCH SEEDING	SY	3050	\$ 0.10	\$ 305.00		3050	3050	\$ 305.00	100%
5	LIME TRT (EXIST MATL)(6")	SY	920	\$ 6.00	\$ 5,520.00	920	0	920	\$ 5,520.00	100%
6	LIME (HYD)(SLRY)(QUICK)	TON	15.5	\$ 128.00	\$ 1,984.00	12	3.5	15.5	\$ 1,984.00	100%
7	FLEXIBLE BASE (COMPL IN PLACE)(6")	SY	845	\$ 12.00	\$ 10,140.00	845	0	845	\$ 10,140.00	100%
8	D-GR HMA (METH) TY C SAC-A PG76-22	TON	102	\$ 100.00	\$ 10,200.00	106.59	-4.59	102	\$ 10,200.00	100%
9	CEM STABIL BKFL	CY	29	\$ 30.00	\$ 870.00	29	0	29	\$ 870.00	100%
10	PRESTR CONC PILING (16 IN SQ)	LF	660	\$ 120.00	\$ 79,200.00	660	0	660	\$ 79,200.00	100%
11	CL C CONC (ABUT)	CY	21	\$ 900.00	\$ 18,900.00	21	0	21	\$ 18,900.00	100%
12	CL C CONC (WINGWALLS)	CY	8.9	\$ 900.00	\$ 8,010.00	8.9	0	8.9	\$ 8,010.00	100%
13	CL S CONC (SLAB)	CY	52	\$ 300.00	\$ 15,600.00	52	0	52	\$ 15,600.00	100%
14	CL C CONC (SHEAR KEY)	CY	12	\$ 70.00	\$ 840.00	12	0	12	\$ 840.00	100%
15	CL C CONC (APPR SLAB)	CY	38	\$ 200.00	\$ 7,600.00	38	0	38	\$ 7,600.00	100%
16	PRESTR CONC BOX BEAM (4 B 20)	LF	64.67	\$ 180.00	\$ 11,640.60	64.67	0	64.67	\$ 11,640.60	100%
17	PRESTR CONC BOX BEAM (5 B 20)	LF	388.02	\$ 180.00	\$ 69,843.60	388.02	0	388.02	\$ 69,843.60	100%

Application and Certificate for Payment

To Owner: Fort Bend County, Texas
 Contractor: John Reed and Company LLC
 Project: Knight Road Bridge Project

Application No: FINAL
 Project Job No: 1012-003-05
 PO # 86586 VENDOR # 14644

Date: 7/27/2012
 Pay Period: From: 5/1/2012 To: 7/25/2012

Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date			Comment
						This Period	Previous Estimate	Quantity	Amount	%	
18	CONC SURF TREAT (CLASS 1)	SY	236	\$ 0.50	\$ 118.00	236	0	236	\$ 118.00	100%	
19	RIPRAP (CONC)(5 IN)	CY	31	\$ 275.00	\$ 8,525.00	31	0	31	\$ 8,525.00	100%	
20	RAIL (TY C 221)	LF	162	\$ 60.00	\$ 9,720.00	162	0	162	\$ 9,720.00	100%	
21	SEALED EXPANSION JOINT (4 IN)(SEJ-A)	LF	69.4	\$ 80.00	\$ 5,552.00	69.4	0	69.4	\$ 5,552.00	100%	
22	CMP (GAL STL 18 IN)	LF	30	\$ 35.00	\$ 1,050.00	30	0	30	\$ 1,050.00	100%	
23	SET (TY II)(18 IN)(CMP)(4"1) C	EA	2	\$ 300.00	\$ 600.00	2	0	2	\$ 600.00	100%	
24	REMOVE OLD STRUCTURE (LARGE)	EA	1	\$ 3,000.00	\$ 3,000.00	1	0	1	\$ 3,000.00	100%	
25	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	1	0	1	\$ 30,000.00	100%	
26	BARRICADES, SIGNS, TRAF HANDLING	MO	6	\$ 800.00	\$ 4,800.00	6	0	6	\$ 4,800.00	100%	
27	TEMPORARY SEDIMENT CONTROL FENCE	LF	200	\$ 3.00	\$ 600.00		200	200	\$ 600.00	100%	
28	MTL BEAM GD FEN (TIM POST)	LF	50	\$ 22.00	\$ 1,100.00	50	0	50	\$ 1,100.00	100%	
29	GUARDRAIL END TREATMENT (INSTALL)	EA	4	\$ 2,600.00	\$ 10,400.00	4	0	4	\$ 10,400.00	100%	
30	INSTALL SMALL RDSIDE SIGN (STOP SIGN)	EA	1	\$ 315.00	\$ 315.00		1	1	\$ 315.00	100%	
31	REFL PAV MRK TY II (W)(4"')(SLD)	LF	45	\$ 0.40	\$ 18.00	45	0	45	\$ 18.00	100%	
32	REFL PAV MRK TY II (W)(24"')(SLD)	LF	16	\$ 6.00	\$ 96.00	16	0	16	\$ 96.00	100%	
33	REFL PAV MRK TY II (Y)(4"')(SLD)	LF	1536	\$ 0.40	\$ 614.40	1536	0	1536	\$ 614.40	100%	
34	REFL PAV MRK TY II (Y)(12"')(SLD)	LF	44	\$ 3.00	\$ 132.00	44	0	44	\$ 132.00	100%	

Application and Certificate for Payment

To Owner: Fort Bend County, Texas
 Contractor: John Reed and Company LLC
 Project: Knight Road Bridge Project

Application No: FINAL
 Project Job No: 1012-003-05
 PO # 86586 VENDOR # 14644

Date: 7/27/2012
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Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date			Comment
						Previous Estimate	This Period	Quantity	Amount	%	
35	ELIM EXT PAV MRK & MRKS (4")	LF	662	\$ 0.50	\$ 331.00	662	0	662	\$ 331.00	100%	
36	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2	\$ 60.00	\$ 120.00	2	0	2	\$ 120.00	100%	
37	CHANGE ORDER #01 EXTRA RIPRAP	CY	7.4	\$ 275.00	\$ 2,035.00	7.4	0	7.4	\$ 2,035.00	100%	

Total Amount \$ 331,059.60

Contract Amount \$ 331,059.60
 Amount to Date \$ 331,059.60
 Less 0% Retainage \$ -
 Less Previous Payments \$ 296,865.54
Amount Due \$ 34,194.06



THE GUARANTEE COMPANY OF NORTH AMERICA USA

25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

PROJECT: Construction of Knight Road Bridge at Gulf Coast Water Authority Canal for Fort Bend County, BID# 12-015

(name, address)

TO (Owner)
Fort Bend County, Texas

301 Jackson, Suite 201

301 Jackson, Suite 201

ARCHITECT'S PROJECT NO. 12-015

CONTRACT FOR:

Construction of Knight Road Bridge at Gulf Coast Water Authority Canal for Fort Bend Coun

CONTRACT DATE:

CONTRACTOR: John Reed and Company, LLC, 4801 Woodway, Suite 245E Houston, Texas 77056

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 as it appears in the bond).

The Guarantee Company of North America USA

_____, SURETY COMPANY,
on bond of (here insert name and address of Contractor)

John Reed and Company, LLC

_____, 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)

Fort Bend County, Texas, 301 Jackson, Suite 201, 301 Jackson, Suite 201

_____, OWNERS,
As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this 26th day of July, 2012.

The Guarantee Company of North America USA

Surety Company

Candace D. Bosheers
Signature of Authorized Representative

Candace D. Bosheers, Attorney-in-Fact

Title

ATTEST: N/A
(Seal): _____

The language in this document confirms exactly to the language used in AIA Document G707 – Consent of Surety Company to Final Payment.



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Philip E. Reischman, Teresa D. Kelly, Dan W. Burton, Candace D. Bosheers
Alliant Insurance Services, Inc. ~ Houston

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of July, 2012

[Signature of Randall Musselman]

Randall Musselman, Secretary



The Guarantee Company of North America USA

25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your **agent** at:

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567 Ext 1040

4 You may also write to The Guarantee Company of North America USA at:
25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Web: www.gcna.com
E-mail: Info@gcna.com
Fax: 248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-91 04
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567 Ext 1040

Usted tambien puede escribir a to The Guarantee Company of North America USA:
25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Web: www.gcna.com
E-mail: Info@gcna.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 -800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-91 04
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**FINAL WAIVER OF LIEN
AND PAYMENT AFFIDAVIT**

THE UNDERSIGNED CONTRACTED WITH Fort Bend County Texas to furnish Labor & Equipment in connection with certain improvements to real property located in the County of Fort Bend, Texas and owned by the County of Fort Bend which improvements are described as follows:

KNIGHT ROAD BRIDGE OVER COASTAL WATER AUTHORITY CANAL

In consideration of Pay Estimate No. 05 in the amount of \$ 34,194.06 , the undersigned, on oath, states that all persons and firms who supplied labor and materials to the undersigned in connection with said Project have been fully paid by the undersigned for such work through July , 2012.

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless Fort Bend County and its surety, if any, through the above date from any and all claims, liens, or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

It is understood that this affidavit is submitted to induce payment of the above sum and for use by Fort Bend County Texas in assuring the Owner and others that all liens and claims relating to the said Project furnished by the undersigned are paid.

John R Schnake
Signature
John Schnake - president
Printed Name & Title
John Reed and Company LLC
Company Name

State of Texas
County of Fort Bend

Subscribed and sworn to, before me, this 3rd day of Aug., 2012.

My Commission Expires; Wang Ching Lung
8/28/2013

