

### Estimate and Certification for Payment

PROJECT Construction of James Lane Bridge at Bessies Creek

REC 2357609

OWNER Fort Bend County  
Address: 1124 Blume Rd.  
Rosenberg, Texas 77471

Purchase Order Number: 98182

ATTN: Louis E. Hood, P.E.

Initial Contract Time 240 days  
Current Approved Extensions  $\pm$  0 days  
Previous Approved Extensions  $\pm$  0 days  
Total Contract Time 240 days  
Spent Days 151 days  
Days Remaining 89 days

Estimate No: 5

Invoice No: 5

Start Date: January 31, 2013

Current Contract Completion Date: September 28, 2013

Estimate Cut Off Date: June 30, 2013

Date of Estimate: July 2, 2013

Rain Days to Date 0 days

A. Contract Amount to Date:

1. Contract Price: \$ 695,062.93

2. Approved Change Orders: \_\_\_\_\_

Total Changes to Date: \_\_\_\_\_

+ or -

Total Contract Amount: \$ 695,062.93

B. Earnings to Date:

1. Previous Work Completed: 78.25 %

Previous Earnings: \$ 543,865.01

2. Work Completed this Period: 6.35 %

Earnings This Period: \$ 44,152.50

3. Materials on Site: \_\_\_\_\_

\$ 0.00

Total Earnings: \$ 588,017.51

C. Reductions:

1. Retainage: 10% of \$ 588,017.51 \$ 58,801.75

Total Payments Due: \$ 529,215.76

Less Previous Payments: \$ 489,478.51

Total Amount Due Contractor This Estimate: \$ 39,737.25

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: \_\_\_\_\_ Date: 7/11/2013

Contractor: MAR-CON SERVICES, LLC  
1410 Preston Ave, Bldg H  
Pasadena, TX 77503

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

Approved by: Louis E. Hood  
Project Representative:

Date: July 12, 2013

Approved by: \_\_\_\_\_  
Engineer:

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

MAR-CON JOB #: 213-01

JAMES LANE BRIDGE

FORT BEND COUNTY

BID 13-015

ESTIMATE NO. 5: 6/1/2013 - 6/30/2013

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	TOTAL THIS EST	TOTAL TO DATE
1	PREPARING ROW	STA	8.75	\$ 1,839.90		8.75	8.75	\$ -	\$ 16,099.13
2	REMOVING STAB BASE AND ASPH PAV (2")	SY	850	\$ 3.60	215	282.66	497.66	\$ 774.00	\$ 1,791.58
3	EXCAVATION (ROADWAY)	CY	143	\$ 12.80	143		143	\$ 1,830.40	\$ 1,830.40
4	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	3362	\$ 20.60	176	3186	3362	\$ 3,625.60	\$ 69,257.20
5	CELL FBR MULCH SEED (PERM,RURAL,CLAY)	SY	2387	\$ 0.40			0	\$ -	\$ -
6	ASPHALT STAB BASE (GR 2)(PG 64)	TON	545	\$ 86.30			0	\$ -	\$ -
7	D-GR HMA (METH) TY - C PG	TON	234	\$ 108.50			0	\$ -	\$ -
8	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	8	\$ 222.30	1	4	5	\$ 222.30	\$ 1,111.50
9	TEMPORARY SEDIMENT CONTROL FENCE	LF	1210	\$ 1.50		1210	1210	\$ -	\$ 1,815.00
10	ROCK FILTER DAMS (INSTALL)(TY 1)	LF	40	\$ 60.00		40	40	\$ -	\$ 2,400.00
11	ROCK FILTER DAMS (REMOVE)	LF	40	\$ 21.10	40		40	\$ 844.00	\$ 844.00
12	MTL W-BEAM GD FEN (TIM POST)	LF	500	\$ 20.30			0	\$ -	\$ -
13	MTL BEAM GD FEN TRANS (TL 2)	EA	4	\$ 695.40			0	\$ -	\$ -
14	GUARDRAIL END TREATMENT (INSTALL)	EA	4	\$ 2,354.10			0	\$ -	\$ -
15	WIRE FENCE (TY A)	LF	750	\$ 5.70			0	\$ -	\$ -
16	CEMENT STABILIZED BACKFILL	CY	25.1	\$ 82.00		25.1	25.1	\$ -	\$ 2,058.20
17	CUT & RESTORING PAV (ASPH)	SY	56	\$ 66.90			0	\$ -	\$ -
18	DRILL SHAFT (24")	LF	780	\$ 110.40		780	780	\$ -	\$ 86,112.00
19	CL C CONCRETE (ABUT)	CY	20.6	\$ 1,032.50		20.6	20.6	\$ -	\$ 21,269.50
20	CL C CONCRETE (CAP)	CY	15.2	\$ 1,509.90		15.2	15.2	\$ -	\$ 22,950.48
21	CL C CONCRETE (COLUMN)	CY	11.9	\$ 612.30		11.9	11.9	\$ -	\$ 7,286.37
22	CL S CONCRETE (APPR SLAB)	CY	48.27	\$ 285.40		48.27	48.27	\$ -	\$ 13,776.26
23	REINFORCED CONCRETE SLAB	SF	3610	\$ 10.20		3610	3610	\$ -	\$ 36,822.00
24	PRESTR CONC SLAB BEAM (5SB15)	LF	711	\$ 171.50		711	711	\$ -	\$ 121,936.50
25	CONC SURF TREAT (CLASS I)	SY	401	\$ 3.40			0	\$ -	\$ -

MAR-CON JOB #: 213-01

JAMES LANE BRIDGE

FORT BEND COUNTY

BID 13-015

ESTIMATE NO. 5: 6/1/2013 - 6/30/2013

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	TOTAL THIS EST	TOTAL TO DATE
26	RIPRAP (CONC)(5")	CY	215	\$ 183.80	51	164	215	\$ 9,373.80	\$ 39,517.00
27	RAIL (TY T223)	LF	264	\$ 104.10	264		264	\$ 27,482.40	\$ 27,482.40
28	REMOV STR (BRIDGE 0-99 FT LENGTH)	EA	1	\$ 92,112.00		1	1	\$ -	\$ 92,112.00
29	MOBILIZATION	LS	1	\$ 21,546.00		1	1	\$ -	\$ 21,546.00
							0	\$ -	\$ -
								TOTAL TO DATE	\$ 588,017.51
								LESS 10% RET	\$ 58,801.75
								SUBTOTAL	\$ 529,215.76
								LESS PRE PAID	\$ 489,478.51
								TOTAL DUE THIS	\$ 39,737.25

# AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF Harris

Mario Ramos (Name) being first duly sworn, states that he is the Owner (Title) of MAR-CON SERVICES, LLC (Company) Of Harris (County) of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished materials to Fort Bend County (Owner) hereinafter called "Owner" pursuant to a contract, dated December 11, 2012 (Date) with Owner (hereinafter called "Contract") for construction of Construction of James Lane Bridge at Bessies Creek (Project).

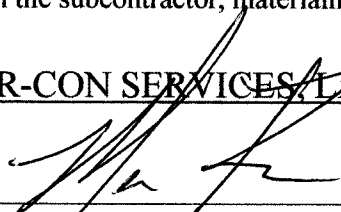
That all just and lawful invoices against Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exceptions of the attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond, and

That the Company has not received any claims or notice of claims from the subcontractor, materialmen or suppliers.

Company: MAR-CON SERVICES, LLC

Signature: 

Print Name: Mario Ramos

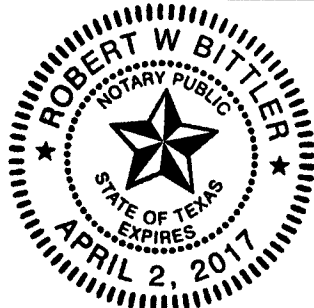
Date: 7/11/2013


THE STATE OF TEXAS

COUNTY OF Harris

BEFOR ME, The undersigned authority, on this day personally appeared Mario Ramos (Name) of MAR-CON SERVICES (Company), a Limited Liability Company (Type of Company), Known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 11<sup>th</sup> day of July 2013.



  
Notary Public Signature

# WAVIER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS

COUNTY OF Harris

THE UNDERSIGNED was contracted or hired by Fort Bend County  
To furnish labor and/or materials in connection with certain improvements to real property described as follows:

Contractor: Mar-Con Services, LLC Job/Project #: B13-015

Contract Date: December 11, 2012

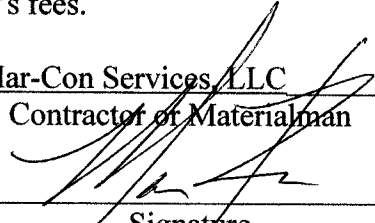
Job Description: Construction of James lane Bridge at Bessies Creek

Payment: 5 For Work Performed Through: 6/30/2013

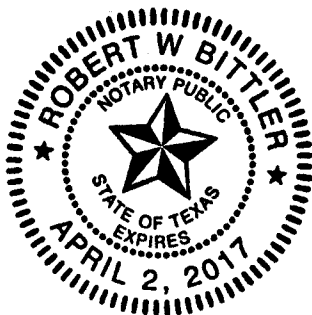
Job Location: Fort Bend County, Texas

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any Work furnished or to be furnished by the undersigned whether pursuant to the above mentioned Contract or otherwise.


The undersigned further certified and warrants that there are no know mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the Work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold owner harmless from any said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

Mar-Con Services LLC  
Contractor or Materialman  
  
Signature  
Mario Ramos  
Printed Name  
Owner  
Title

SUBSCRIBED AND SWORN to before me, the undersigned, on this the 11<sup>th</sup> day of July 2013



(NOTARY SEAL)

  
NOTARY PUBLIC FOR THE  
STATE OF TEXAS