

Estimate and Certification for Payment

PROJECT Construction of James Lane Bridge at Bessies Creek

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 182 days
Days Remaining 58 days

Estimate No: 6

Invoice No: 6

Start Date: January 31, 2013

Current Contract Completion Date: September 28, 2013

Estimate Cut Off Date: July 31, 2013

Date of Estimate: August 2, 2013

Rain Days to Date 0 days

A. Contract Amount to Date:

1. Contract Price: \$ 695,062.93
2. Approved Change Orders: 1 \$3,367.12

Total Changes to Date: + \$ 3,367.12
Total Contract Amount: \$ 698,430.05

B. Earnings to Date:

1. Previous Work Completed: 84.19 % Previous Earnings: \$ 588,017.51
2. Work Completed this Period: 15.81 % Earnings This Period: \$ 110,412.54
3. Materials on Site: \$ 0.00
Total Earnings: \$ 698,430.05

C. Reductions:

1. Retainage: 5% of \$ 698,430.05 \$ 34,921.50
Total Payments Due: \$ 663,508.55
Less Previous Payments: \$ 529,215.76

Total Amount Due Contractor This Estimate: \$ 134,292.79

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: [Signature] Date: 8/2/2013

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: Project Representative Date:

Approved by: Louis E. Hood Date: 8-5-13
Engineer:

MAR-CON JOB #: 213-01

JAMES LANE BRIDGE

FORT BEND COUNTY

BID 13-015

ESTIMATE NO. 6: 7/1/2013 - 7/31/2013

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	\$ -	\$ 16,099.12
2	REMOVING STAB BASE AND ASPH PAV (2")	SY	850	\$ 3.60	352.34	497.66	850	\$ 1,268.42	\$ 3,060.00
3	EXCAVATION (ROADWAY)	CY	143	\$ 12.80		143	143	\$ -	\$ 1,830.40
4	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	3362	\$ 20.60		3362	3362	\$ -	\$ 69,257.20
5	CELL FBR MULCH SEED	SY	2387	\$ 0.40	2387		2387	\$ 954.80	\$ 954.80
6	ASPHALT STAB BASE (GR 2)(PG 64)	TON	545	\$ 86.30	545		545	\$ 47,033.50	\$ 47,033.50
7	D-GR HMA (METH) TY - C PG	TON	234	\$ 108.50	234		234	\$ 25,389.00	\$ 25,389.00
8	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	8	\$ 222.30	3	5	8	\$ 666.90	\$ 1,778.40
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
12	MTL W-BEAM GD FEN (TIM POST)	LF	500	\$ 20.30	475		475	\$ 9,642.50	\$ 9,642.50
13	MTL BEAM GD FEN TRANS (TL 2)	EA	4	\$ 695.40	4		4	\$ 2,781.60	\$ 2,781.60
14	GUARDRAIL END TREATMENT (INSTALL)	EA	4	\$ 2,354.10	4		4	\$ 9,416.40	\$ 9,416.40
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	56		56	\$ 3,746.40	\$ 3,746.40
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	401		401	\$ 1,363.40	\$ 1,363.40

MAR-CON JOB #: 213-01

JAMES LANE BRIDGE

FORT BEND COUNTY

BID 13-015

ESTIMATE NO. 6: 7/1/2013 - 7/31/2013

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		215	215	\$ -	\$ 39,517.00
27	RAIL (TY T223)	LF	264	\$ 104.10		264	264	\$ -	\$ 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
							TOTAL ORIGINAL CONTRACT	\$	690,280.43
CHANGE ORDER #1 ADD / DELETE									
5A	CELL FBR MULCH SEED	SY	2403	\$ 0.40	2403		2403	\$ 961.20	\$ 961.20
12A	MTL W-BEAM GD FEN (TIM POST)	LF	500	\$ 20.30	-25		-25	\$ (507.50)	\$ -
15A	WIRE FENCE (TY A)	LF	750	\$ 5.70	-750		-750	\$ (4,275.00)	\$ -
26A	RIPRAP (CONC)(5")	CY	39.11	\$ 183.80	39.11		39.11	\$ 7,188.42	\$ 7,188.42
							TOTAL CHANGE ORDER #1	\$ 3,367.12	\$ 8,149.62
								TOTAL TO DATE	\$ 698,430.05
								LESS 5% RET	\$ 34,921.50
								SUBTOTAL	\$ 663,508.55
								LESS PRE PAID	\$ 529,215.76
								TOTAL DUE THIS	\$ 134,292.79

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: 6 For Work Performed Through: 7/31/2013

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 2nd day of August 2013



(NOTARY SEAL)


NOTARY PUBLIC FOR THE
STATE OF TEXAS

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: 8/2/2013

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 2nd day of August 2013.




Notary Public Signature

**CONSENT OF SURETY TO REDUCTION IN
OR PARTIAL RELEASE OF RETAINAGE**

AIA Document G707A

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

Electronic Format

Bond No. HSIFSU0613672

TO OWNER:

**Fort Bend County
201 Jackson, Suite 201
Richmond, Texas 77469**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **General Construction**

PROJECT:

James Lane Bridge at Bessies Creek

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
**International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260
The Woodlands, Texas 77380**

, SURETY,

on bond of

**Mar-Con Services, LLC
P. O. Box 837
Deer Park, Texas 77536**

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduction in Retainage from 10% to 5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

**Fort Bend County
201 Jackson, Suite 201
Richmond, Texas 77469**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **August 1, 2013**
(Insert in writing the month followed by the numeric date and year.)

International Fidelity Insurance Company
(Surety)

(Signature of authorized representative)

Attest:
(Seal):

Aileen Granger

Michele Bonnin, Attorney-In-Fact
(Printed name and title)

Reproduction (Electronic) of AIA Document G707A

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EDWARD ARENS, MICHELE BONNIN, PHILIP BAKER

The Woodlands, TX.

their 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of August, 2013

MARIA BRANCO, Assistant Secretary