

P.O. 101513

Estimate and Certification for Payment

PROJECT KROESCHE ROAD OVER COON CREEK BUSHNELL ROAD OVER DRAINAGE DITCH

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

CONTRACTOR: JOHN REED and Company LLC
 4801 Woodway #245E
 Houston, TX 77056

ATTN: Louis E. Hood, P.E.

Estimate No: 06 FINAL

Invoice No: 06

Start Date: _____

Current Contract Completion Date: _____

Estimate Cut Off Date: October 01, 2013

Rain Days to Date: _____ days

Date of Estimate: October 31, 2013

Initial Contract Time 170 days
 Current Approved Extensions \pm 0 days
 Previous Approved Extensions \pm 0 days
 Total Contract Time 170 days
 Spent Days 90 days
 Days Remaining _____ days

A. Contract Amount to Date:

1. Contract Price: 488,729.50
 2. Approved Change Orders: 1 6864.30

Total Changes to Date: _____ + or - 6864.30
 Total Contract Amount: 495,593.80

B. Earnings to Date:

1. Previous Work Completed: 495,593.80 Previous Earnings: \$ 495,593.80
 2. Work Completed this Period: 0.00 Earnings This Period: \$ 0.00
 3. Materials on Site: _____ \$ 0.00
 Total Earnings: \$ 495,593.80

C. Reductions:

1. Retainage: 10% of 0.00 0.00
 Total Payments Due: 495,593.80
 Less Previous Payments: \$ 446,034.42

Total Amount Due Contractor This Estimate: \$ 49,559.38

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. Schmale
 Contractor:

Date: 11-8-2013

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: 11/21/2013

Approved by: _____
 Engineer:

Date: _____

Application and Certificate for Payment

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

Application No: 6
 Project Job No: 13-041
 Date: 11/8/2013
 Pay Period: From: 9/1/2013 To: 9/30/2013

Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date			Comment
						Previous Estimate	This Period	Quantity	Amount	%	
1	MOBILIZATION	EA	1	\$ 28,000.00	\$ 28,000.00	1.00	0.00	1	\$ 28,000.00	100%	
2	TREE REMOVAL	EA	0	\$ 200.00	\$ -	0	0	0	\$ -	#DIV/0!	
3	EMBANKMENT	CY	483	\$ 20.00	\$ 9,660.00	483	0	483	\$ 9,660.00	100%	
4	6" COMPACTED SUBGRADE	CY	110	\$ 20.00	\$ 2,200.00	110	0	110	\$ 2,200.00	100%	
5	4" BLACK BASE	CY	95	\$ 80.00	\$ 7,600.00	95	0	95	\$ 7,600.00	100%	
6	ASPHALT PAVEMENT	SY	651	\$ 15.00	\$ 9,765.00	651	0	651	\$ 9,765.00	100%	
7	STRUCTURAL EXCAVATION	CY	103	\$ 20.00	\$ 2,060.00	103	0	103	\$ 2,060.00	100%	
8	PRESTR CONC PILING 16"	LF	440	\$ 110.00	\$ 48,400.00	440	0	440	\$ 48,400.00	100%	
9	CLASS "S" CONC 5" (SLAB)	CY	32.9	\$ 600.00	\$ 19,740.00	32.9	0	32.9	\$ 19,740.00	100%	
10	CLASS "C" CONC (ABUTMENT)	CY	21.8	\$ 900.00	\$ 19,620.00	21.8	0	21.8	\$ 19,620.00	100%	
11	CLASS "C" CONC (BENT CAPS)	CY	7.7	\$ 900.00	\$ 6,930.00	7.7	0	7.7	\$ 6,930.00	100%	
12	PRESTR CONC UNIT (60" X 12" BEAMS)	LF	416	\$ 190.00	\$ 79,040.00	416	0	416	\$ 79,040.00	100%	
13	CONCRETE SURFACE TREATMENT	SY	0	\$ 0.50	\$ -		0	0	\$ -	#DIV/0!	
14	CEMENT STABILIZED BACKFILL	CY	77.3	\$ 20.00	\$ 1,546.00	77.3	0	77.3	\$ 1,546.00	100%	
15	TYPE T6 BRIDGE RAILING	LF	200	\$ 80.00	\$ 16,000.00	200	0	200	\$ 16,000.00	100%	
16	36" CMP STORM SEWER	LF	218	\$ 50.00	\$ 10,900.00	218	0	218	\$ 10,900.00	100%	
17	42" CMP STORM SEWER	LF	109	\$ 55.00	\$ 5,995.00	109	0	109	\$ 5,995.00	100%	

Application and Certificate for Payment

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

Application No: 6
 Project Job No: 13-041
 Date: 11/8/2013
 Pay Period: From: 9/1/2013 To: 9/30/2013

Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date			Comment
						Previous Estimate	This Period	Quantity	Amount	%	
18	REMOVE DISP EXIST METAL PIPE	LF	93	\$ 5.00	\$ 465.00	93	0	93	\$ 465.00	100%	
19	INTERCEPTOR STRUCTURE	EA	3	\$ 1,500.00	\$ 4,500.00	3	0	3	\$ 4,500.00	100%	
20	5" CONC SLOPE PAVING	CY	24.8	\$ 250.00	\$ 6,200.00	24.8	0	24.8	\$ 6,200.00	100%	
21	REMOVE EXISTING BRIDGE	EA	1	\$ 27,000.00	\$ 27,000.00	1	0	1	\$ 27,000.00	100%	
22	SINGLE GUARDRAIL TERMINAL	EA	2	\$ 2,400.00	\$ 4,800.00	2	0	2	\$ 4,800.00	100%	
23	TERMINAL ANCHOR SECTION	EA	2	\$ 900.00	\$ 1,800.00	2	0	2	\$ 1,800.00	100%	
24	SIGNS & BARRICADES	LS	1	\$ 1,000.00	\$ 1,000.00	1	0	1	\$ 1,000.00	100%	
25	SWPPP	LS	1	\$ 3,000.00	\$ 3,000.00	1	0	1	\$ 3,000.00	100%	
1	MOBILIZATION - BUSHNELL ROAD	EA	1	\$ 26,000.00	\$ 26,000.00	1	0	1	\$ 26,000.00	100%	
2	EMBANKMENT FILL	CY	149	\$ 20.00	\$ 2,980.00	149	0	149	\$ 2,980.00	100%	
3	6" COMPACTED SUBGRADE	CY	73	\$ 20.00	\$ 1,460.00	73	0	73	\$ 1,460.00	100%	
4	4" BLACK BASE	CY	67.5	\$ 80.00	\$ 5,402.80	67.5	0	67.5	\$ 5,402.80	100%	
5	ASPHALT PAVEMENT	SY	438	\$ 15.00	\$ 6,570.00	438	0	438	\$ 6,570.00	100%	
6	STRUCTURAL EXCAVATION	CY	34	\$ 30.00	\$ 1,020.00	34	0	34	\$ 1,020.00	100%	
7	CLASS "S" CONC (CULV TOP SLAB)	CY	25.7	\$ 800.00	\$ 20,560.00	25.7	0	25.7	\$ 20,560.00	100%	
8	CLASS "C" CONCRETE (CULVERT)	CY	46.1	\$ 800.00	\$ 36,880.00	46.1	0	46.1	\$ 36,880.00	100%	
9	CLASS "C" CONC (TOEWALL)	CY	5.4	\$ 500.00	\$ 2,700.00	5.4	0	5.4	\$ 2,700.00	100%	

Application and Certificate for Payment

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

Application No: 6
 Project Job No: 13-041
 Date: 11/8/2013
 Pay Period: From: 9/1/2013 To: 9/30/2013

Item Number	Description	Unit	Contract Quantity	Unit Price	Scheduled Value	Quantities		Complete and Stored to Date			Comment
						Previous Estimate	This Period	Quantity	Amount	%	
10	CLASS "C" CONC (WINGWALL)	CY	22	\$ 800.00	\$ 17,600.00	22	0	22	\$ 17,600.00	100%	
11	CONCRETE SURFACE TREATMENT	SY	0	\$ 0.50	\$ -		0	0	\$ -	#DIV/0!	
12	TYPE T6 BRIDGE RAILING	LF	100	\$ 80.00	\$ 8,000.00	100	0	100	\$ 8,000.00	100%	
13	5" CONCRETE SLOPE PAVING	CY	26.5	\$ 250.00	\$ 6,625.00	26.5	0	26.5	\$ 6,625.00	100%	
14	REMOVING EXISTING BRIDGE	EA	1	\$ 26,000.00	\$ 26,000.00	1	0	1	\$ 26,000.00	100%	
15	APPROACH GUARDFENCE	LF	75	\$ 27.00	\$ 2,025.00	75	0	75	\$ 2,025.00	100%	
16	SINGLE GUARDRAIL TERMINAL	EA	3	\$ 2,400.00	\$ 7,200.00	3	0	3	\$ 7,200.00	100%	
17	TERMINAL ANCHOR SECTION	EA	1	\$ 900.00	\$ 900.00	1	0	1	\$ 900.00	100%	
18	SWPPP	LS	1	\$ 1,500.00	\$ 1,500.00	1	0	1	\$ 1,500.00	100%	
19	SIGNS & BARRICADES	LS	1	\$ 3,000.00	\$ 3,000.00	1	0	1	\$ 3,000.00	100%	
20	HYDROMULCH	LS	1	\$ 2,950.00	\$ 2,950.00	1	0	1	\$ 2,950.00	100%	

\$ 495,593.80

Total Amount \$ 495,593.80

John Schuck

John Schuck - President 11-8-2013

JOHN REED and Company LLC

Contract Amount \$ 488,729.50
 Amount to Date \$ 495,593.80
 Less 10% Retainage \$ -
 Less Previous Payments \$ 446,034.42
 Amount Due \$ 49,559.38

**PARTIAL WAIVER OF LIEN
AND PAYMENT AFFIDAVIT**

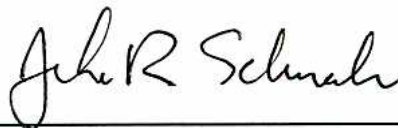
THE UNDERSIGNED CONTRACTED WITH Fort Bend County Texas to furnish Labor & Equipment in connection with certain improvements to real property located in the County of Fort Bend, Texas and owned by the County of Fort Bend which improvements are described as follows:

KROESCHE ROAD OVER COON CREEK BUSHNELL ROAD OVER DRAINAGE DITCH

In consideration of Pay Estimate No. 06 in the amount of \$ 49,559.38 , 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 October , 2013.

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.



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 14th day of Nov., 2013.

My Commission Expires; 8/22/2017


Notary Public





The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

www.gcna.com

Bond Number 70083533

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

PROJECT: Bridge Replacement at Kroesche Road over Coon Creek and Bushnell Road over Drainage Ditch for Fort Bend County

(name, address)

BID 13-041

TO (Owner)
Fort Bend County, Texas

301 Jakson St. , Suite 201

Richmond, TX 77469

ARCHITECT'S PROJECT NO. 13-041

CONTRACT FOR: Bridge Replacement at Kroesche Road
over Coon Creek and Bushnell Road over Drainage Ditch

CONTRACT DATE: _____

CONTRACTOR: John Reed and Company, LLC

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 One Towne Square #1470 Southfield, MI 48076, 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 Jakson St. , Suite 201, Richmond, TX 77469, OWNERS,
As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this 11 day of November, 2013.

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): n/a

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

Stephen C. Ruschak

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.

Cynthia A. Takai



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11 day of

November, 2013

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.