

Estimate and Certification for Payment

AGENDA

Company Name: RJ&M Utility Construction
Address: 620 West Drive, Channelview, TX 77530

Sidewalk Safety Program

Phone #: (281) 864-5018

Owner: <u>Fort Bend County</u>	P.O. No: <u>195527</u>
Address: <u>301 Jackson</u>	FBC Mobility Project #: <u>17206</u>
<u>Richmond, Texas 77469</u>	
Attention: <u>FBC County Judge, Hon. KP George</u>	Initial Contract Time: <u>90</u> days
Invoice No: <u>CN-1/PA9/17206 Final</u>	Current Approved Extensions: <u>11</u> days
Start Date: <u>1/18/2021</u>	Previous Approved Extensions: <u>201</u> days
Current Contract Completion Date: <u>11/16/2021</u>	Total Contract Time: <u>302</u> days
Estimate Cut Off Date: <u>6/30/2022</u>	Spent Days: <u>302</u> days
Date of Estimate: <u>8/17/2022</u>	Days Remaining: <u>0</u> days
Substantial Completion Date: <u>11/15/2021</u>	

A. Contract Amount to Date:

1. Contract Price:		\$	<u>238,087.40</u>
2. Approved Change Orders:	<u>9/13/2021</u>	\$	<u>46,058.46</u>
	<u>1/20/2022</u>	\$	<u>(14,520.95)</u>
	<u>8/2/2022</u>	\$	<u>(14,606.04)</u>
Total Changes to Date:		\$	<u>16,931.47</u>
Total Contract Amount:		\$	<u>255,018.87</u>

B. Earnings to Date:

1. Previous Work Completed:	<u>103%</u>	Previous Earnings:	\$ <u>261,811.79</u>
2. Work Completed this Period:	<u>-3%</u>	Earnings this Period:	\$ <u>(6,792.92)</u>
3. Work Completed to Date:	<u>100%</u>		
4. Materials On Site:			\$ <u>-</u>
Total Earnings:		\$	<u>255,018.87</u>

C. Reductions:

1. Retainage:	0% of	\$ <u>255,018.87</u>	\$ <u>-</u>
Total Payments Due:		\$	<u>255,018.87</u>
Less Previous Payments:		\$	<u>235,630.61</u>
Total Amount Due Contractor This Estimate/Invoice:		\$	<u>19,388.26</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: [Signature] Date: 8/17/22
Contractor

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.
Approved By: [Signature] Date: 08/17/2022
Project Representative

Approved By: [Signature] Date: 08/18/2022
Engineer

Line No.	Item No.	Description	Unit	UNIT PRICE	QUANTITY			AMOUNT				
					CONTRACT QUANTITY (INCLUDES CHANGE ORDERS 1, 2, and 3)	UP TO PREVIOUS	CURRENT	CUMULATIVE	UP TO PREVIOUS	CURRENT	CUMULATIVE	REMAINING VALUE
1	1	Mobilization	LS	\$6,800.00	1	1	0	1	\$6,800.00	\$0.00	\$6,800.00	\$0.00
2	2	Project Sign	EA	\$427.00	1	1	0	1	\$427.00	\$0.00	\$427.00	\$0.00
3	3	Removing Old Concrete Pavement, Existing sidewalks and Driveways (Saw-Cut 2" Depth)	SY	\$35.00	102.19	66.56	35.63	102.19	\$2,329.60	\$1,247.05	\$3,576.65	\$0.00
4	4	Removing Old Concrete Pavement, Existing Sidewalks and Driveways (Full Depth Saw-Cut)	SY	\$40.00	12	12	0	12	\$480.00	\$0.00	\$480.00	\$0.00
5	5	Removing Old Concrete, Existing 6" Curb	LF	\$1.00	60	73	-13	60	\$73.00	-\$13.00	\$60.00	\$0.00
6	6	Roadway Excavation	CY	\$9.00	552.11	585.48	-33.37	552.11	\$5,296.32	-\$327.33	\$4,968.99	\$0.00
7	7	Borrow	CY	\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8	8	Traffic Control and Regulation	MONTH	\$50.00	2	2	0	2	\$100.00	\$0.00	\$100.00	\$0.00
9	9	Ditch Reshaping	LF	\$0.50	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
10	10	4-1/2" Thick Concrete Sidewalk	SY	\$57.80	3116.16	3136.54	-20.38	3116.16	\$181,292.01	-\$1,177.96	\$180,114.05	\$0.00
11	11	4-1/2" Thick Concrete ADA Ramp, Complete-In-Place	SY	\$88.00	77.63	151.74	-74.11	77.63	\$13,353.12	-\$6,521.68	\$6,831.44	\$0.00
12	12	7" Thick Concrete Driveway	SY	\$69.00	91.40	91.4	0	91.4	\$6,306.60	\$0.00	\$6,306.60	\$0.00
13	13	SODDING FOR EROSION CONTROL AND STABILIZATION	SY	\$12.00	1050	1050	0	1050	\$12,600.00	\$0.00	\$12,600.00	\$0.00
14	14	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees	EA	\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
15	15	Reinforced Filter Fabric Barrier	LF	\$1.09	5868	5868	0	5868	\$6,396.12	\$0.00	\$6,396.12	\$0.00
16	16	Inlet Protection Barriers	EA	\$42.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
17	17	Stabilized Construction Access	SY	\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
18	18	Inlet Protection Barrier - Stage II (Bagged Gravel Barrier)	EA	\$42.00	4	4	0	4	\$168.00	\$0.00	\$168.00	\$0.00
19	19	SWPPP INSPECTION AND MAINTENANCE	MONTH	\$473.00	1	1	0	1	\$473.00	\$0.00	\$473.00	\$0.00
20	20	Adjusting Existing Storm or Sanitary Manhole to Grade of Proposed Sidewalk	EA	\$382.00	2	2	0	2	\$764.00	\$0.00	\$764.00	\$0.00
21	21	Remove and Relocate or Dispose of Traffic Signs, Mail Boxes, and Roadway Signs	EA	\$120.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
22	22	Relocate Existing Water Meter and Box	EA	\$274.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
23	23	Adjust Existing Water Valve Box to Grade of Proposed Sidewalk	EA	\$45.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
24	24	Work Zone Pavement Markings (Non-Removable) - 24" Stripe (W) - For Stop Bar and Crosswalk (See Plans for Standard or Continental Type)	LF	\$4.70	177	177	0	177	\$831.90	\$0.00	\$831.90	\$0.00
25	0	Miscellaneous (NOT ON BID PROPOSAL)	LS	\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
26	25	6" Concrete Curb (Detail No. 1A on Sheet No. D1 of 6)	LF	\$15.00	86	86	0	86	\$1,290.00	\$0.00	\$1,290.00	\$0.00

Line No.	Item No.	Description	Unit	UNIT PRICE	QUANTITY				AMOUNT			
					CONTRACT QUANTITY (INCLUDES CHANGE ORDERS 1, 2, and 3)	UP TO PREVIOUS	CURRENT	CUMULATIVE	UP TO PREVIOUS	CURRENT	CUMULATIVE	REMAINING VALUE
27	26	Work Zone Pavement Markings (Non-removable) - 12" Stripe (W) - For Stop Bar and Crosswalk	LF	\$12.00	258	258	0	258	\$3,096.00	\$0.00	\$3,096.00	\$0.00
28	27	Pedestrian Warning Sign - Keyed Note No. 1 - Sign Post and Aluminum Signs W11-2 x 2, W-16-7P x 2 (See Sheet No. 2 Issued 4/20/21)	EA	\$325.00	2	2	0	2	\$650.00	\$0.00	\$650.00	\$0.00
29	28	Pedestrian Warning Sign - Keyed Note No. 2 Sign Post and Aluminum Signs W11-2 x 1, W-16-7P x 1 (See Sheet No. 2 Issued 4/20/21)	EA	\$325.00	2	2	0	2	\$650.00	\$0.00	\$650.00	\$0.00
30	29	Pedestrian Warning Sign - Keyed Note No. 3 Sign Post and Aluminum Signs W11-2 x 1, W-16-9P x 1 (See Sheet No. 2 Issued 4/20/21)	EA	\$325.00	2	2	0	2	\$650.00	\$0.00	\$650.00	\$0.00
31	30	Modification of Existing Irrigation System (Irrigation lines and valves) at Boys and Girls Club	LS	\$750.00	1	1	0	1	\$750.00	\$0.00	\$750.00	\$0.00
32	31	Concrete Pavement to Support new 6" Concrete Curb at Boys and Girls Club	LS	\$450.00	1	1	0	1	\$450.00	\$0.00	\$450.00	\$0.00
33	32	Tree Removal (4" - 12" DIA) (Crepe Myrtles in Addicks Clodine Median)	EA	\$150.00	2.00	2	0	2	\$300.00	\$0.00	\$300.00	\$0.00
34	33	Extra Bank Sand Backfill	CY	\$32.00	85.24	85.24	0	85.24	\$2,727.68	\$0.00	\$2,727.68	\$0.00
35	34	Cement Stabilized Sand	TON	\$36.00	131.04	131.04	0	131.04	\$4,717.44	\$0.00	\$4,717.44	\$0.00
36	35	Additional Sodding for Erosion Control - Quail Glen Valley	SY	\$9.00	100	100	0	100	\$900.00	\$0.00	\$900.00	\$0.00
37	35	HYDROMULCH - SEED PLAN 1 - HARRIS COUNTY SPECIFICATION 165	AC	\$3,520.00	2	2	0	2	\$7,040.00	\$0.00	\$7,040.00	\$0.00
38	37	DETECTABLE WARNING SURFACE - TXDOT SS 5294 - 2004	EA	\$225.00	4	4	0	4	\$900.00	\$0.00	\$900.00	\$0.00
TOTALS									\$261,811.79	-\$6,792.92	\$255,018.87	\$0.00

Total Contract Amount	\$ 255,018.87
Previous Earnings	\$ 261,811.79
Earnings this Period	\$ (6,792.92)
Release of Retainage Held	\$ 26,181.18
Total Payment Due Pay Estimate 9 (Earnings - Release of Retention Held)	\$ 19,388.26

Affidavit of Bills Paid

State of Texas §

County of Harris §

OWNER: FORT BEND COUNTY PCT. 2

PROJECT: SIDEWALK SAFETY PROGRAM

CONTRACTOR: RJ&M Utility Construction, LLC

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said project have been paid in full prior to acceptance of payments from Owner.

The contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

RJ&M Utility Construction, LLC
(Contractor)

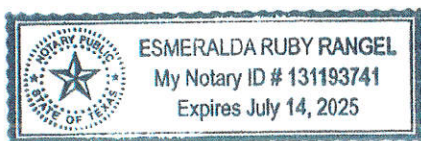
[Signature]

By :

Vice President

Title:

Subscribed and Sworn to before me, the undersigned authority, on this the 23rd
day of August, 2022.



[Signature]
Notary Public for the State of Texas

My Commission Expires: July 14, 2025

**CONSENT OF SURETY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

Bond No. [REDACTED]
OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)
Fort Bend County, Purchasing Department
301 Jackson, Ste. 201
Richmond, TX 77469

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: OCP \$238,087.40
FCP \$255,018.87

PROJECT:
(Name and address)
Construction of Precinct 2 Sidewalk Safety Program B21-021

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)

United States Fire Insurance Company
1209 Orange St.
Wilmington, DE 19801

, SURETY,

on bond of
(Insert name and address of Contractor)

RJ&M Utility Construction, LLC
620 West Dr.
Channelview, TX 77530

, 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)

Fort Bend County, Purchasing Department
301 Jackson, Ste. 201
Richmond, TX 77469

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 10, 2022
(Insert in writing the month followed by the numeric date and year.)

United States Fire Insurance Company
(Surety)

(Signature of authorized representative)

Attest: 
Benjamin K. Farley Witness

Sean McCauley, Jr., Attorney-In-Fact
(Printed name and title)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

11393

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sean McCauley, Jr., Claudia Nuñez, Benjamin K. Farley, Sam Duckett, Katie Rooney

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

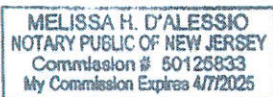
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of August 2022

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

Texas Department of Insurance



Certificate No. 13510

Company No. 08-095866

Certificate of Authority

THIS IS TO CERTIFY THAT

UNITED STATES FIRE INSURANCE COMPANY

WILMINGTON, DELAWARE

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

31st day of December A.D. 2003

JOSE MONTEMAYOR
COMMISSIONER OF INSURANCE

BY

Godwin Ohaechesi

Godwin Ohaechesi, Director
Company Licensing & Registration