



Pay Estimate Form

| | |
|-----------------------------|--|
| Project Name: | Fry Road- Bridge Slope Paving Repair (17324x) |
| Project Number: | 17324x |
| PO Number: | 207664 |
| Contractor: | Shirley & Sons Construction |
| Pay Estimate Number: | CN-1/PA 3/17324x [Final Pay Estimate] |
| Date of Estimate: | CreatedOn 09/07/2022 LastModifiedOn 09/28/2022 |
| Estimate Dates: | From 05/28/2022 To 09/07/2022 |
| Contract Dates: | 02/21/2022 To 04/21/2022 |

| | Total |
|------------------------------------|--------------|
| Original Contract Time | 60 Days |
| Extensions by Change Orders | 0 Days |
| Total Contract Time | 60 Days |
| Spent Days | 60 Days |
| Days Remaining | 0 Days |

| | Up to Previous | Current | Total |
|---|-----------------------|----------------|---------------|
| 1. Original Contract Amount | | | \$ 280,729.50 |
| 2. Net Change by Change Orders | | | -\$ 50,929.30 |
| 3. Total Contract Amount | | | \$ 229,800.20 |
| 4. Total Earnings | \$ 229,800.20 | \$ 0.00 | \$ 229,800.20 |
| 5. Total Work Completed (%) | 100.00% | 0.00% | 100.00% |
| 6. Material on Hand (Payment) | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 7. Material on Hand (Recovery) | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 8. Total Earnings before Retainage (4+6-7) | \$ 229,800.20 | \$ 0.00 | \$ 229,800.20 |
| 9. Retainage at 0.00% of (8) | \$ 20,420.77 | \$ 0.00 | \$ 20,420.77 |
| 10. Retainage Release | \$ 8,930.76 | \$ 11,490.01 | \$ 20,420.77 |
| 11. Net After Retainage (8-9+10) | \$ 218,310.19 | \$ 11,490.01 | \$ 229,800.20 |
| 12. Adjustments & Liquidated Damages | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 13. Payment Due (11+12) | | \$ 11,490.01 | |

AGENDA

PAY ESTIMATE: # 3
PROJECT: FRY ROAD BRIDGE SLOPE PAVING REPAIR
JOB # 17324x
CONTRACTORS AFFIDAVIT AND RELEASE

STATE OF TEXAS
COUNTY OF FORT BEND

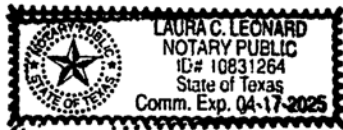
For and in consideration of the sum of 11,490.01, representing payment under the above referenced contract for all labor, materials and/or services furnished by the undersigned for the construction of FRY ROAD BRIDGE SLOPE PAVING REPAIR in Fort Bend County, Texas and represented by payment request dated 9-7-2022 covering all such work from 5-28-2022 to 9-7-2022 less retention up to that date, undersigned hereby certifies that all labor and materials prior to the above date by undersigned in connection with the above named project have been paid in full. The undersigned agrees to indemnify and save harmless FORT BEND COUNTY against all loss, damage or expense of any character whatsoever that may arise by reason of claims for labor or unpaid materials used in connection with said improvements, prior to the above date. The undersigned further hereby releases and waives any and all liens or lien-rights against all real property owned by FORT BEND COUNTY in FORT BEND COUNTY, Texas, arising out of work performed or materials furnished for or in connection with construction of said project.

SHIRLEY & SONS CONSTRUCTION COMPANY, INC.

By: [Signature]
Ronald Shirley/President

STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on 9-9-2022, By Ronald Shirley, President of Shirley & Sons Construction Company, Incorporated, A Texas Corporation, on behalf of said corporation. Sworn to and subscribed before me, a notary public on this 9th day of September, 2022



[Signature]
Notary Public for the State of Texas
My Commission Expires: 4-17-2025

Bond No.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

**Conforms with the American Institute
of Architects, AIA Document G707**

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

TO OWNER:
(Name, address)
Fort Bend County

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

PROJECT

CONTRACT DATE:

Fort Bend County Bid 22-023, Construction of Slope paving repair on S. Fry Road bridge erosion.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Harco National Insurance Company
28420 Hardy Toll Road, Suite 200
Spring, TX 77373

, SURETY COMPANY,

on bond of
(Insert name and address of Contractor)

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, TX 77328-0429

, 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

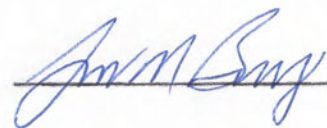
(Insert name and address of Owner)
Fort Bend County

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF, the Surety has hereunto set its hand on this date:

Harco National Insurance Company
Surety Company

Attest:
(Seal):



James N. Berry, Attorney-In-Fact
Title



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

Bond # _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES N. BERRY

Houston, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex



Kenneth Chapman

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 on this day, September 16, 2022

Irene Martins

Irene Martins, Assistant Secretary

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