

Estimate and Certification for Payment

PROJECT Construction of Mason Road Segment 2

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

Purchase Order Number: 103513

ATTN: Louis E. Hood, P.E.

Initial Contract Time 240 days

Current Approved Extensions ± 0 days

Previous Approved Extensions ± 0 days

Estimate No: 1

Total Contract Time 240 days

Invoice No: 1

Spent Days 48 days

Start Date: July 15, 2013

Days Remaining 192 days

Current Contract Completion Date: February 10, 2014

Estimate Cut Off Date: August 31, 2013

Rain Days to Date 0 days

Date of Estimate: August 31, 2013

A. Contract Amount to Date:

1. Contract Price:	\$ 2,376,476.41
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2. Approved Change Orders:

Total Changes to Date:

+ or -

Total Contract Amount:	\$ 2,376,476.41
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B. Earnings to Date:

1. Previous Work Completed: 0.00 %

Previous Earnings: \$ 0.00

2. Work Completed this Period: 11.7 %

Earnings This Period:	\$ 277,164.00
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3. **Materials on Site:**

\$ 0.00

Total Earnings:	\$ 277,164.00
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C. Reductions:

1. Retainage:	10%	of	\$	277,164.00	\$	27,716.40
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Total Payments Due:	\$ 249,447.60
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Less Previous Payments:	\$	0.00
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Total Amount Due Contractor This Estimate: \$ 249,447.60

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: 9/19/2013

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: 

Date: 9/23/13

Project Representative:

Approved by: Louis Hood

Date: Sept 23, 2013

Engineer:

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 June 4, 2013 (Date) with Owner (hereinafter called "Contract") for construction of Mason Road Segment 2 (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

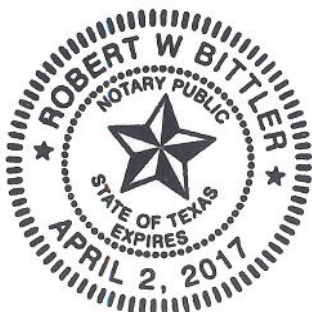
Date: 9/10/2013

THE STATE OF TEXAS

COUNTY OF Fort Bend

BEFOR ME, The undersigned authority, on this day personally appeared Mario Ramos (Name) of MAR-CON SERVICES, (Company), a LLC, (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 he 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 10th day of September, 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 #: B13-059

Contract Date: June 4, 2013

Job Description: Construction of Mason Road Segment 2

Payment: 1

For Work Performed Through: 8/31/2013

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 the 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

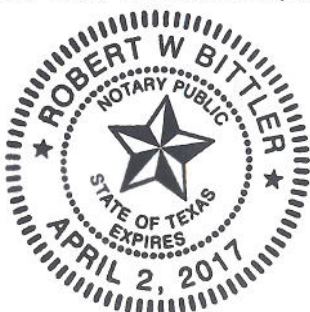
Printed Name

Owner

Title

SUBSCRIBED AND SWORN to before me, the undersigned, on this the 10th day of September, 2013

(NOTARY SEAL)





NOTARY PUBLIC FOR THE
STATE OF TEXAS

MAR-CON JOB #: 213-06

MASON ROAD

FORT BEND COUNTY

BID 13-059

ESTIMATE NO. 1: 7/15/2013 - 8/31/2013

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	%	TOTAL THIS EST	TOTAL TO DATE
A. SITE PREPARATION AND EARTHWORK ITEMS:										
1	CLEARING AND GRUBBING	STA	16	\$ 15,773.70	16		16	100	\$ 252,379.20	\$ 252,379.20
2	EXCAVATION (INCLUDING STRIPING)	CY	2112	\$ 4.90			0	0	\$ -	\$ -
3	EMBANKMENT (ROADWAY)	CY	4950	\$ 9.70			0	0	\$ -	\$ -
4	REMOVAL OF EXISTING SIGNS	LS	1	\$ 115.00			0	0	\$ -	\$ -
5	PLACE, MAINTAIN & REMOVE PROJECT SIGN	EA	2	\$ 684.30	1		1	50	\$ 684.30	\$ 684.30
B. PAVING ITEMS:										
6	HYDRATED LIME (8% DRY WT)	TON	158	\$ 155.30			0	0	\$ -	\$ -
7	LIME STABILIZED SUBGRADE (8")	SY	6551	\$ 1.60			0	0	\$ -	\$ -
8	CONCRETE PAVEMENT 8"	SY	6121	\$ 39.20			0	0	\$ -	\$ -
9	CONCRETE CURB 6"	LF	3778	\$ 2.30			0	0	\$ -	\$ -
10	ESPLANADES, MEDIANS & ISLANDS (6")	SY	12	\$ 71.70			0	0	\$ -	\$ -
11	COLORING CONCRETE MEDIANS (BLACK)	SY	12	\$ 3.50			0	0	\$ -	\$ -
12	PED RAMP TYPE 7	EA	4	\$ 934.00			0	0	\$ -	\$ -
C. DRAINAGE ITEMS:										
13	24" RCP	LF	540	\$ -			0	0	\$ -	\$ -
14	30" RCP	LF	635	\$ -			0	0	\$ -	\$ -
15	30" CMP	LF	30	\$ 72.10	30		30	100	\$ 2,163.00	\$ 2,163.00
16	TYPE M MANHOLE	EA	5	\$ 3,269.30	1		1	20	\$ 3,269.30	\$ 3,269.30
17	TYPE A INLET	EA	4	\$ 1,549.30	1		1	25	\$ 1,549.30	\$ 1,549.30
18	TYPE C INLET	EA	6	\$ 2,244.90	1		1	17	\$ 2,244.90	\$ 2,244.90
19	4" PVC SLEEVE	LF	100	\$ 8.70			0	0	\$ -	\$ -
20	TRENCH SAFETY SYSTEM (5'-10')	LF	232	\$ 0.80	203		203	88	\$ 162.40	\$ 162.40
21	TRENCH SAFETY SYSTEM (10'-15')	LF	970	\$ 1.10			0	0	\$ -	\$ -
D. SIGNING AND PAVEMENT MARKING ITEMS:										
22	TRAFFIC SIGN, R2-1 (SPEED LIMIT)	EA	2	\$ 460.00			0	0	\$ -	\$ -
23	TRAFFIC SIGN, W3-3 (SIGNAL AHEAD)	EA	1	\$ 460.00			0	0	\$ -	\$ -
24	TRAFFIC SIGN, R3-8LK (DIRECTIONAL ARROWS)	EA	2	\$ 460.00			0	0	\$ -	\$ -
25	REFL PAV MK, (Y), TYPE II, PAINTED MEDIAN NOSE	LF	387	\$ 1.20			0	0	\$ -	\$ -

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	%	TOTAL THIS EST	TOTAL TO DATE
26	THERMO PAV MK, TYPE I, (W), 4" (BRK)	LF	1260	\$ 0.50			0	0	\$ -	\$ -
27	THERMO PAV MK, TYPE I, (W), 8" (SLD)	LF	500	\$ 0.90			0	0	\$ -	\$ -
28	THERMO PAV MK, TYPE I, (W), 12" (SLD)	LF	242	\$ 2.30			0	0	\$ -	\$ -
29	THERMO PAV MK, TYPE I, (Y), 4" (SLD)	LF	730	\$ 0.50			0	0	\$ -	\$ -
30	REFL PAV MK, (W), TYPE II C-R, 4" SQUARE	EA	162	\$ 3.50			0	0	\$ -	\$ -
31	NON-REFL, (W), RAISED TRAFFIC BUTTONS, 4" DIA	EA	80	\$ 3.50			0	0	\$ -	\$ -
32	THERM, (W), REFL, "ONLY" WORD (TYPE I)	EA	3	\$ 115.00			0	0	\$ -	\$ -
33	THERM, (W), REFL, "LEFT-TURN ARROW", (TYPE I)	EA	3	\$ 115.00			0	0	\$ -	\$ -
E. TRAFFIC HANDLING & CONTROL DURING CONSTRUCTION ITEMS:										
34	TRAFFIC CONTROL	MO	8	\$ 230.00	1		1	13	\$ 230.00	\$ 230.00
35	BARRICADE (TYPE III)	EA	5	\$ 862.50			0	0	\$ -	\$ -
3										
36	BLOCK SODDING	SY	530	\$ 3.50			0	0	\$ -	\$ -
37	HYDROMULCH SEEDING	AC	2.12	\$ 1,150.00			0	0	\$ -	\$ -
38	NOI APPLICATION FEES (CONTRACTOR & COUNTY)	EA	2	\$ 373.80	2		2	100	\$ 747.60	\$ 747.60
39	REINFORCED FILTER FABRIC BARRIER	LF	957	\$ 1.50	75		75	8	\$ 112.50	\$ 112.50
40	INLET PROTECTION, STAGE I INLETS	EA	1	\$ 57.50			0	0	\$ -	\$ -
41	INLET PROTECTION, STAGE II INLETS (GRAVEL BAGS)	LF	200	\$ 4.30			0	0	\$ -	\$ -
42	STABILIZE CONSTRUCTION ACCESS	SF	2000	\$ 1.40	2000		2000	100	\$ 2,800.00	\$ 2,800.00
43	CONCRETE TRUCK WASHOUT STRUCTURE(S)	LS	1	\$ 862.50	1		1	100	\$ 862.50	\$ 862.50
44	SWPPP INSPECTION AND MAINTENANCE	MO	8	\$ 495.90	1		1	13	\$ 495.90	\$ 495.90
G. NORTHBOUND BRIDGE ITEMS:										
45	CEMENT STABILIZED BACKFILL	CY	116	\$ 35.50			0	0	\$ -	\$ -
46	PRESTRESSED CONCRETE PILING (16 IN SQ)	LF	820	\$ 70.90			0	0	\$ -	\$ -
47	PRESTRESSED CONCRETE PILING (24 IN SQ)	LF	912	\$ 122.30			0	0	\$ -	\$ -
48	CL C CONCRETE (ABUT)	CY	46.2	\$ 528.60			0	0	\$ -	\$ -
49	CL C CONCRETE (BENT)	CY	36	\$ 706.00			0	0	\$ -	\$ -
50	CL S CONCRETE (APPR SLAB)	CY	56	\$ 344.90			0	0	\$ -	\$ -
51	REINFORCED CONCRETE SLAB	SF	8924	\$ 20.40			0	0	\$ -	\$ -
52	PRESTRESSED CONCRETE GIRDER (TX 40)	LF	1334.89	\$ 141.00			0	0	\$ -	\$ -

MAR-CON JOB #: 213-06

MASON ROAD

FORT BEND COUNTY

BID 13-059

ESTIMATE NO. 1: 7/15/2013 - 8/31/2013

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	%	TOTAL THIS EST	TOTAL TO DATE
53	RIPRAP (CONC) (5")	CY	73.3	\$ 335.90			0	0	\$ -	\$ -
54	RAIL (T 223)	LF	744	\$ 98.30			0	0	\$ -	\$ -
55	SEALED EXPANSION JOINT (4")	LF	81	\$ 78.70			0	0	\$ -	\$ -
56	BRIDGE PLAQUE	EA	2	\$ 1,771.00			0	0	\$ -	\$ -
H. SOUTHBOUND BRIDGE ITEMS:										
57	CEMENT STABILIZED BACKFILL	CY	133	\$ 35.30			0	0	\$ -	\$ -
58	PRESTRESSED CONCRETE PILING (16 IN SQ)	LF	944	\$ 70.90			0	0	\$ -	\$ -
59	PRESTRESSED CONCRETE PILING (24 IN SQ)	LF	1140	\$ 122.30			0	0	\$ -	\$ -
60	CL C CONCRETE (ABUT)	CY	51.8	\$ 529.60			0	0	\$ -	\$ -
61	CL C CONCRETE (BENT)	CY	44.4	\$ 706.20			0	0	\$ -	\$ -
62	CL S CONCRETE (APPR SLAB)	CY	71.2	\$ 340.50			0	0	\$ -	\$ -
63	CL S CONCRETE (BRIDGE SIDEWALK)	CY	46.8	\$ 544.50			0	0	\$ -	\$ -
64	REINFORCED CONCRETE SLAB	SF	11232	\$ 19.80			0	0	\$ -	\$ -
65	PRESTRESSED CONCRETE GIRDER (TX 40)	LF	1714	\$ 136.50			0	0	\$ -	\$ -
66	RIPRAP (CONC) (5")	CY	63.1	\$ 335.70			0	0	\$ -	\$ -
67	RAIL (T 223)	LF	378	\$ 98.40			0	0	\$ -	\$ -
68	RAIL (C 223)	LF	384	\$ 118.90			0	0	\$ -	\$ -
69	SEALED EXPANSION JOINT (4")	LF	99	\$ 78.70			0	0	\$ -	\$ -
70	BRIDGE PLAQUE	EA	2	\$ 1,771.00			0	0	\$ -	\$ -
I. EXTRA WORK ITEMS:										
71	OFF DUTY UNIFORMED POLICE OFFICER	HR	100	\$ 25.00			0	0	\$ -	\$ -
72	WELL POINTING	LF	100	\$ 15.00			0	0	\$ -	\$ -
73	CONSTRUCTION SAFETY FENCE	LF	500	\$ 1.40			0	0	\$ -	\$ -
74	CLOSED CIRCUIT TV INSPECTION OF STORM SEWER	LS	1	\$ 2,771.50			0	0	\$ -	\$ -
75	MOWING PROJECT SITE	CYL	8	\$ 161.00			0	0	\$ -	\$ -
J. UTILITY RECONSTRUCTION BID ITEMS:										
76	8" DIAMETER WATERLINE (OPEN CUT)	LF	60	\$ 68.50			0	0	\$ -	\$ -
77	12" STEEL CASING (FOR 8" WATERLINE)	LF	20	\$ 48.80			0	0	\$ -	\$ -
78	16" DIAMETER WATERLINE (OPEN CUT)	LF	60	\$ 182.80			0	0	\$ -	\$ -
79	21" STEEL CASING (FOR 16" WATERLINE)	LF	20	\$ 76.10			0	0	\$ -	\$ -

MAR-CON JOB #: 213-06

MASON ROAD

FORT BEND COUNTY

BID 13-059

ESTIMATE NO. 1: 7/15/2013 - 8/31/2013

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	QTY THIS	PREV QTY	QTY TO DATE	%	TOTAL THIS EST	TOTAL TO DATE
80	6" DIAMETER FORCE MAIN (OPEN CUT)	LF	60	\$ 68.40			0	0	\$ -	\$ -
81	10" STEEL CASING (FOR 6" FORCE MAIN)	LF	20	\$ 39.80			0	0	\$ -	\$ -
82	THRUST BLOCK (FOR WATERLINES AND FORCE MAIN)	EA	12	\$ 84.20			0	0	\$ -	\$ -
K. ALTERNATIVE BID ITEMS:										
83	24" HDPE PIPE	LF	540	\$ 52.80			0	0	\$ -	\$ -
84	30" HDPE PIPE	LF	635	\$ 54.70	173		173	27	\$ 9,463.10	\$ 9,463.10
									TOTAL TO DATE	\$ 277,164.00
									LESS 10% RET	\$ 27,716.40
									SUBTOTAL	\$ 249,447.60
									LESS PRE PAID	\$ -
									TOTAL DUE THIS	\$ 249,447.60

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 June 4, 2013 (Date) with Owner (hereinafter called "Contract") for construction of Mason Road Segment 2 (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

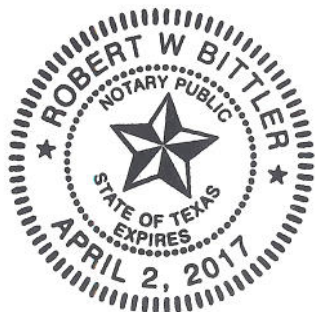
Date: 9/10/2013


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 LLC (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 he 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 10th day of September, 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 #: B13-059

Contract Date: June 4, 2013

Job Description: Construction of Mason Road Segment 2

Payment: 1

For Work Performed Through: 8/31/2013

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

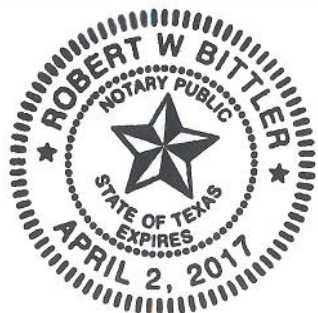
Printed Name

Owner

Title

SUBSCRIBED AND SWORN to before me, the undersigned, on this the 10th day of September, 2013

(NOTARY SEAL)




NOTARY PUBLIC FOR THE
STATE OF TEXAS