

Pay Estimate

August 14, 2018

PROJECT NAME: Sout Lift Station - Discharge Header Modifications Purchase Order No. _____

CONTRACTOR: LEM Construction Co., Inc. ADDRESS: 10849 Kinghurst, Suite 150
Houston, TX 77099

PAY ESTIMATE NO: 2 From: 4/16/2018 To: 7/26/2018

CONTRACT TIME: 90 CALENDER DAYS
EXTENSIONS: 11 DAYS EXTENSIONS BY CHANGE ORDER: 11 DAYS
TIME USED: 101 DAYS ADJUSTED CONTRACT TIME: 101 DAYS

Work Order Dated: April 16, 2018 START WORK DATE: April 16, 2018

PERCENT WORK COMPLETED: 93.7% PERCENT TIME USED: 100.0%

ANALYSIS OF CONTRACT AMOUNT

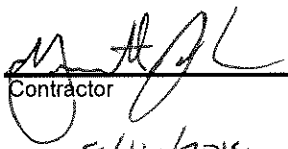
Original Contract Amount	\$ 81,990.00
Plus Additions: Change Order	
Deducts: Change Order No. 1	\$ (5,150.00)
Adjusted Contract Amount:	\$ 76,840.00
Work Performed to Date:	\$ 76,840.00
Less 0% Retainage:	\$ -
Net Amount Earned to Date:	\$ 76,840.00
Add materials Stored Close of Period:	\$ -
Less 10% Retained on Material:	\$ -
Sub-Total:	\$ 76,840.00
Less Previous Payments:	\$ 72,998.00
**** AMOUNT DUE THIS ESTIMATE ****	\$ 3,842.00

APPROVED:
City of Deer Park

By: _____
Director of Engineering

Date: _____

AGREED:

By:  _____
Contractor

Date: 8/16/2018

AGREED:

By:  _____
Langford Engineering, Inc.

Date: 8/20/2018

CITY OF DEER PARK

ESTIMATE AND CERTIFICATE FOR PAYMENT

Estimate No.: 2 FINAL

Cut off Date: 07/26/18

Estimate Date 07/26/18

ESTIMATE AND CERTIFICATE FOR PAYMENT

Project name: SOUTH LIFT STATION HEADER MODIFICATIONS
 Contractor: LEM CONSTRUCTION CO.
 Address: 10849 KINGHURST, SUITE 150
 HOUSTON, TEXAS 77099

Contract No. 209-023 #1
 Project No./File No. 2018-01
 GFS No.:
 Ord No: _____

Contract No.: 209-023 #1
 Start Date: 04/16/18
 Current Contract Completion Date: 07/15/18
 Substantial Completion Date: 07/15/18
 Percentage: By Time 100.00% In Place 100.00%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time: 90 Days
 Approved Extensions: 0 Days
 Total Contract Time: 90 Days
 Days Used to Date: 90 Days
 Days Remaining to Date: 0 Days

CONTRACT AMOUNT TO DATE:

1 Original Contract Price			\$81,990
2 Approved Change Orders: No / Description	Amount		
1	_____	_____	
2	_____	_____	
3	_____	_____	
4	_____	_____	
Total Change Orders to Date:	+/- \$ -	\$ -	
TOTAL CONTRACT AMOUNT:			\$ 81,990.00

A. EARNINGS TO DATE:

1	Work Completed to Date: 100.00 % Complete	\$ 76,840.00	
2	Materials Stored on Site:	\$ -	
3	Materials Stored in Place:	\$ -	
4	Balance - 85% Materials Accepted, Not in Work:	\$ - @85%	
TOTAL EARNINGS TO DATE:			\$ 76,840.00

B. DEDUCTIONS:

1	Retainage: 0% of \$ 76,840.00		
2	Add: Retainage Deduction:		
3	Total Retainage:	\$ -	
4	Liquidated Damages: 0 Days @	\$ 1,200.00	
5	Quality Control Retest Cost		
6	Sunday/Holiday Overtime Cost		
TOTAL DEDUCTIONS:			\$ -

C. AMOUNT DUE THIS PERIOD

1	Total Earnings to Date:	\$ 76,840.00	
2	Total Deductions:	\$ -	
3	Total Payment Due:	\$ 76,840.00	
4	Less Previous Payments:	\$ 72,998.00	
5	Restoration Adjustment:		
TOTAL AMOUNT DUE THIS DATE:			\$ 3,842.00

Verified _____
 LEM Construction Date:

Checked By: _____
 Date:

Submitted: _____
 Project Engineer/Manager Date:

Approved: _____
 Date:

ITEM NO.	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL PRICE	PERIOD QUANTITY	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	% COMPLETE TO DATE	% COMPLETE PREV.	% COMPLETE THIS PERIOD
1	MOBILIZATION MAX. PK.	1	LS	\$3,800	\$3,800		1.00	\$ 3,800.00	100.00%	100.00%	0.00%
2	ABANDON 10" DIP FORCE MAIN	1	LS	\$4,000	\$4,000		1.00	\$ 4,000.00	100.00%	100.00%	0.00%
3	REMOV. AND DISPOSE OF 18" DIP RM. HEADER	1	LS	5,000	\$5,000		1.00	\$ 5,000.00	100.00%	100.00%	0.00%
4	10" DIP FORCE MAIN UP TO 60 LF	1	LS	\$40,000	\$40,000		1.00	\$ 40,000.00	100.00%	100.00%	0.00%
5	18" DIP FORCE MAIN	1	LS	\$74,000	\$74,000		1.00	\$ 74,000.00	100.00%	100.00%	0.00%
6	TRENCH SAFETY SYSTEM	40	LF	\$1	\$40		40.00	\$ 40.00	100.00%	100.00%	0.00%
7	EXTRA CEMENT STABILIZED SAND BEDDING	10	CY	\$20	\$200		0.00	\$ -	0.00%	0.00%	0.00%
8	EXTRA CEMENT STABILIZED SAND BACKFILL	10	CY	\$25	\$250		0.00	\$ -	0.00%	0.00%	0.00%
9	EXTRA CONCRETE IN PLACE	10	CY	\$150	\$1,500		0.00	\$ -	0.00%	0.00%	0.00%
10	EXTRA 18" DIP FORCE MAIN IN PLACE	20	LF	\$160	\$3,200		0.00	\$ -	0.00%	0.00%	0.00%

Total Contract Price	\$	81,990.00
Earned in Place	\$	76,840.00
Retainage - 5%		
Subtotal	\$	76,840.00
Previous Payments	\$	72,998.00
TOTAL DUE THIS ESTIMATE	\$	3,842.00

Conditional Waiver and Release on Final Payment
(Pursuant to Texas Property Code §53.284(d))

Project: City of Deer Park South Lift Station Header Modifications

Check Date: 08/16/2018

Job No. 2018-01

Check #: _____

On receipt by the signer of this document of a check from The City of Deer Park. (person with whom signer contracted) in the sum of \$3,842.00 payable to LEM CONSTRUCTION CO., INC. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of THE CITY OF DEER PARK (owner) located at 4100 E. LUELLA BLVD. (location) to the following extent CITY OF DEER PARK SOUTH LIFT STATION HEADER MODIFICATIONS (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to LEM Construction Company, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 8/16/2018

LEM CONSTRUCTION CO., INC. (Company Name)

By [Signature] (Signature)

PROJECT MANAGER (Title)

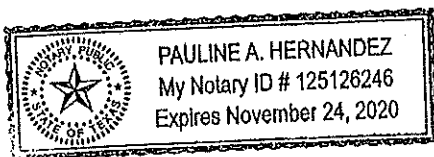
STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me by GARRETT JESKE (signer's name), as PROJECT MANAGER (title) of LEM CONSTRUCTION CO., INC. (company) known to me to be the person whose name is subscribed to the foregoing instrument, who after being duly sworn acknowledged to me that the same was the act of LEM CONSTRUCTION CO., INC. (company) and that he/she executed same as an act of such company for the purposes and consideration stated therein.

Given under my hand and seal of office, this the 17 day of 8, 2018.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF HARRIS

KEN STRINGER Being first duly sworn, state that he is VICE PRESIDENT of LEM CONSTRUCTION CO., INC. of Harris County Texas, hereinafter call "Company", and the said Company has performed work and/or furnished materials hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for the construction of:

PROJECT: South Lift Station – Discharge Header Modification

PROJECT NO: LEI Job No. 209-023 / LEM Job No. 2018-01

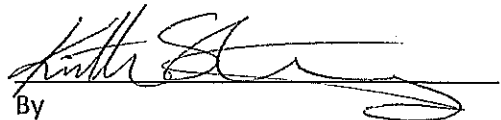
That all just and lawful invoices against the Company for Labor, materials and expendable equipment employed in the performance of the Contract have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and

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

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

CONTRACTOR


By

VICE PRESIDENT
Title

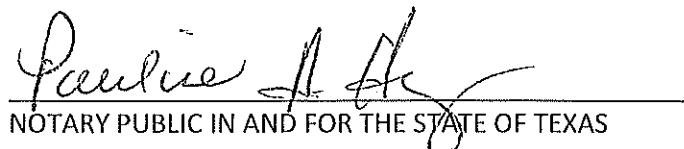
THE STATE OF TEXAS

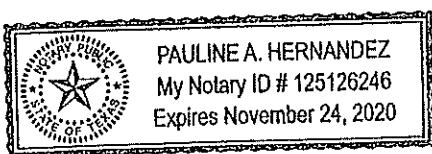
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared KEN STRINGER of LEM CONSTRUCTION CO., INC. 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 17 day of 8 2018

MY COMMISSION EXPIRES: Nov 24, 20


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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

AIA DOCUMENT C707 A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER
Bond # 58S209629

PROJECT: South Lift Station – Discharge Header Modification
(name, address)

TO (Owner):
City of Deer Park, Texas
710 E. San Augustine St.
Deer Park, TX 77536

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction
CONTRACT DATE

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)

Liberty Mutual Insurance Company
1600 N. Collins Blvd, Suite 3000
Richardson, TX 75080

, Surety

On bond of (here insert name and address of Contractor as it appears on the bond)

LEM Construction Co., Inc.
10849 Kinghurst, Suite 150
Houston, TX 77079

, Contractor

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

5% to 0%

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 (here insert name and address of Owner)

City of Deer Park, Texas
710 E. San Augustine St.
Deer Park, TX 77536

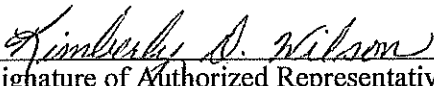
, Owner

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

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 6th day of August 2018

Attest:
(Seal):

Liberty Mutual Insurance Company
Surety Company


Signature of Authorized Representative

Kimberly D. Wilson, Attorney-in-Fact
Title

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7625529

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol M. Sweeney; James D. Frith; Karen Brooks; Kimberly D. Wilson; Patricia A. Watson; Susan Palmer

all of the city of Houston, state of TX, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 13th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis para información o para someter una queja al
1-877-751-2640

Usted también puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o 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.