

# Contractor's Application for Payment

## 74<sup>th</sup> Avenue SW and 1<sup>st</sup> Street SW Culvert Replacement

Application for Payment No. 03

For Work Accomplished through the period of 6/01/2018 through 6/30/2018

To: Indian River County (OWNER)  
 From: JOHNSON-DAVIS, INC. (CONTRACTOR)  
 Project No.: 1737  
 Bid No.: 2018024

**1) Attach detailed schedule and copies of all paid invoices.**

1.	Original Contract Price:	<u>\$179,540.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	<u>\$179,540.00</u>
4.	Total completed and stored to date:	<u>\$166,300.05</u>
5.	Retainage (per Agreement):	
	0.00% of completed Work:	
	_____ % of retainage:	<u>\$0.00</u>
	Total Retainage:	<u>\$0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	<u>\$166,300.05</u>
7.	Less previous Application for Payments:	<u>\$157,985.05</u>
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<u>\$8,315.00</u>

**CONTRACTOR'S CERTIFICATION:**

**UNDER PENALTY OF PERJURY**, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;

2. Updated Construction Schedule per Specification Section 01310, and

Dated 7/05/2018

By: *RAH*  
(CONTRACTOR – must be signed by an Officer of the Corporation)

ROBERT A. HOPPER, V.P.  
Print Name and Title

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER PALM BEACH

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared ROBERT A. HOPPER who being by me first duly sworn upon oath, says that he/she is the VICE PRESIDENT of the CONTRACTOR mentioned above and that he/she has been duly authorized to act on behalf of it, and that he/she executed the above Contractor's Application for Payment and Contractor's Certification statement on behalf of said CONTRACTOR; and that all of the statements contained herein are true, correct, and complete. Subscribed and sworn to before me this 05 day of July, 2018.

ROBERT A. HOPPER is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC: *Larisa Ditu Pelkey*

Printed name: LARISA DITU PELKEY

Commission No.: 99157707

Commission Expiration: 01.22.2022

(SEAL)



LARISA DITU PELKEY  
Commission # GG 157707  
Expires January 22, 2022  
Bonded Thru Budget Notary Services

Please remit payment to:

Contractor's Name: JOHNSON - DAVIS, INC.

Address: 604 HILLDRIVE DR.  
LANTANA, FL 33462

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**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. 8103391

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, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

all of the city of Atlanta, state of GA 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 21st day of May, 2018.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of May, 2018, 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, 2021  
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 3rd day of July, 2018.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00 received**, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Johnson-Davis Inc.** on the job of **Indian River County B.O.C.C.**(Owner), for improvements to the following described project:

**74<sup>th</sup> Avenue SW and 1<sup>st</sup> Street SW Culvert Replacement project  
Indian River County/Brevard County**


Dated On July 9, 2018

Lienor's Name: Lake Point Restoration LLC  
Address: 12012 South Shore Blvd., Suite 107  
Wellington, FL 33414-6397

By: [Signature]  
Printed Name/ Title: Bonnie Owen / Controller

Sworn to and subscribe before me this July 9, 2018

[Signature]  
Signature of Notary Public  
Commissioned State of Florida

 **CHRISTINE E HENLEY**  
MY COMMISSION # FF977409  
EXPIRES March 31, 2020  
Print Name of Notary Public

Personally Known XX or, Produced Identification: \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.**

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 received, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Johnson-Davis Inc. on the job of Indian River County B.O.C.C.(Owner), for improvements to the following described project:

**74<sup>th</sup> Avenue SW and 1<sup>st</sup> Street SW Culvert Replacement project  
Indian River County/Brevard County**

Dated On 7.5.18

Lienor's Name: MWI Corporation  
Address: 7775 9<sup>th</sup> St SW (Oslo Road)  
Vero Beach, FL 32968

By: Kenneth Wachman 07/05/2018  
Printed Name/ Title: Kenneth Wachman - V.P. Renta / Div.

Sworn to and subscribe before me this July 5, 2018

Jami K Hanson  
Signature of Notary Public  
Commissioned State of Florida

Jami K Hanson  
Print Name of Notary Public



Jami K. Hanson  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG030380  
Expires 9/14/2020


Personally Known  or, Produced Identification: \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.**

**CERTIFICATION OF ENGINEER:**

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated 7/11/2018

  
SIGNATURE

**CERTIFICATION OF INSPECTOR:**

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated 7/11/18

  
SIGNATURE

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IRC PROJECT NO. IRC-1737  
74th Avenue SW and 1st St SW Culvert Replacement

PAY APP NO. 3

Item No.	Description	QTY	UNIT	SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS STORED	BALANCE TO FINISH	
				Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount			QUANTITY	Amount
101-1	MOBILIZATION	1	LS	\$ 15,000.00	15,000.00	1.00	15,000.00		0.00	1.00	15,000.00	100.00%	0.00	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	1	LS	\$ 4,500.00	4,500.00	1.00	4,500.00		0.00	1.00	4,500.00	100.00%	0.00	0.00	0.00
104-1		1	LS	\$ 1,600.00	1,600.00	1.00	1,600.00		0.00	1.00	1,600.00	100.00%	0.00	0.00	0.00
104-2	BY-PASS PUMP & TEMPORARY CHECK DAMS	1	LS	\$ 6,800.00	6,800.00	1.00	6,800.00		0.00	1.00	6,800.00	100.00%	0.00	0.00	0.00
110-1-1	CLEARING & GRUBBING	1	LS	\$ 9,000.00	9,000.00	1.00	9,000.00		0.00	1.00	9,000.00	100.00%	0.00	0.00	0.00
120-1	REGULAR EXCAVATION	1	LS	\$ 2,500.00	2,500.00	1.00	2,500.00		0.00	1.00	2,500.00	100.00%	0.00	0.00	0.00
120-6	EMBANKMENT	1	LS	\$ 2,200.00	2,200.00	1.00	2,200.00		0.00	1.00	2,200.00	100.00%	0.00	0.00	0.00
125-1	EXCAVATION FOR STRUCTURES	64	CY	\$ 18.00	1,152.00	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	64.00	1,152.00
160-4	TYPE B STABILIZATION (12" THICK, LBR 40)	333	SY	\$ 21.00	6,993.00	433.33	9,099.93		0.00	433.33	9,099.93	130.13%	0.00	-100.33	-2,106.93
430-175-199	PIPE CULVERT, ROUND, 120" S/CD (CSP)	50	LF	\$ 1,150.00	57,500.00	50.00	57,500.00		0.00	50.00	57,500.00	100.00%	0.00	0.00	0.00
455-133-2	SHEET PILING STEEL, TEMPORARY-CRITICAL	420	SF	\$ 18.00	7,560.00	420.00	7,560.00		0.00	420.00	7,560.00	100.00%	0.00	0.00	0.00
530-3	RIPRAP, RUBBLE, F&I, BANK AND SHORE	100	TN	\$ 140.00	14,000.00	165.49	23,168.60		0.00	165.49	23,168.60	165.49%	0.00	-65.49	-9,168.60
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	30	TN	\$ 140.00	4,200.00	30.00	4,200.00		0.00	30.00	4,200.00	100.00%	0.00	0.00	0.00
536-1-0	Guard Rail	175	LF	\$ 145.00	25,375.00	86.00	12,470.00		0.00	86.00	12,470.00	49.14%	0.00	89.00	12,905.00
570-1-2	PERFORMANCE TURF, SOD (MATCH EXISTING)	106	SY	\$ 10.00	1,060.00	622.22	6,222.20		0.00	622.22	6,222.20	587.00%	0.00	-516.22	-5,162.20
999-1	AS-BUILT DRAWING (BY REGISTERED SURVEYOR)	1	LS	\$ 3,100.00	3,100.00	1.00	3,100.00		0.00	1.00	3,100.00	100.00%	0.00	0.00	0.00
CO #01	Decrease-per agreement	1	LS	\$ (3,000.00)	-3,000.00	1.00	-3,000.00		0.00	1.00	-3,000.00	100.00%	0.00	0.00	0.00
CO #02	Decrease	1	LS		0.00	1.00	0.00		0.00	1.00	0.00	100.00%	0.00	0.00	0.00
CO #03	Increase	1	LS	\$ 4,379.32	4,379.32	1.00	4,379.32		0.00	1.00	4,379.32	100.00%	0.00	0.00	0.00
	Decrease-Final Adjust	1	LS	\$ (14,619.27)	-14,619.27										-14,619.27
	<b>SUB TOTAL</b>				<b>149,300.05</b>		<b>166,300.05</b>		<b>0.00</b>	<b>0.00</b>	<b>166,300.05</b>		<b>0.00</b>		<b>-17,000.00</b>
	FORCE ACCOUNT	1	LS	\$ 17,000.00	17,000.00		0.00		0.00	0.00	0.00	0.00%	0.00	1.00	17,000.00
<b>74th Avenue SW and 1st Street SW Culvert Replacement</b>				<b>TOTAL</b>	<b>166,300.05</b>	<b>TOTAL</b>	<b>166,300.05</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>166,300.05</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>0.00</b>

AMOUNT COMPLETED TO DATE	\$166,300.05
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE	\$166,300.05
RETAINAGE OF WORK COMPLETED AT 0%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$166,300.05
LESS PREVIOUS PAYMENT	\$157,985.05
AMOUNT DUE CONTRACTOR	\$8,315.00