

**SECTION 00622 – REINFORCED CONCRETE WALL SAWING AND
DUPERON FLEXRAKE REHABILITATION AT PC MAIN SCREENING
SYSTEM**

FINAL

Application for Payment No. 3

For Work Accomplished through the period of 4-16-18 through 4-30-18

To: Indian River County (OWNER)
From: Castello Brothers Marine Construction, Inc (CONTRACTOR)

ENGINEER: Indian River County Public Works Department, Stormwater Division

1.	Original Contract Price:		\$ <u>149,058.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):		
2.a	Change Order No. 1	\$ _____	
2.b	Change Order No. 2	\$ _____	
2.c	Change Order No. 3	\$ _____	
2.d	Change Order No. 4	\$ _____	
2.e	Total change in Contract Price (2.a + 2.b + ... 2.n)	\$ _____	<u>0</u>
3.	Current Contract Price (1 plus 2e):		\$ <u>149,058.00</u>
4.	Total Work to date:		
4.a	Percentage of Work completed to date:	<u>100</u> %	
4.b	Total Work completed to date:		\$ <u>149,058.00</u>
5.	Retainage:		
5.a	10% of completed Work until 50% completion = (0.10 x 4.b);		\$ _____
	After 50% completion, retainage shall be 5% of completed Work = (0.05 x 4.b):		<u>0</u>
6.	Total Work completed and stored to date less retainage (4.b minus 5.a):		\$ <u>149,058.00</u>
7.	Previous Payments:		\$ <u>132,211.02</u>
8.	AMOUNT DUE THIS APPLICATION (6 minus 7):		\$ <u>16,846.98</u>

CONTRACTOR's current mailing address:

Castello Brothers Marine Construction, Inc
Po Box 711
Lake Placid, FL 33862

To: Indian River County (OWNER)

From: Cestello Brothers Marine Construction Inc (CONTRACTOR)

Project: **REINFORCED CONCRETE WALL SAWING AND DUPERON FLEXRAKE REHABILITATION AT PC MAIN SCREENING SYSTEM**

ITEM No.	DESCRIPTION	Unit Price	Unit	Estimated Quantity	Schedule of Values Amount	Quantity Completed	Amount	Percent complete %	Amount Completed
1.0 GENERAL ITEMS									
1.01	Mobilization/Demobilization ¹		L.S.	1	5000.	100%	5000		5000.00
1.02	Public Construction Bond ²		L.S.	1	4500.	100%	4500		4500.00
1.03	Insurance Coverage								
1.03A	General Liability Insurance		L.S.	1	3800.	100%	3800		3800.00
1.03B	Automobile Liability Insurance		L.S.	1	1400.	100%	1400		1400.00
1.03C	Excess Liability Insurance		L.S.	1					
1.03D	Workers Compensation and Employers' Liability Insurance		L.S.	1	5777.	100%	5777		5777.00
1.03E	Builders' Risk "All Risk" Insurance		L.S.	1	1.	100%	1.		1.00
2.0 MISCELLANEOUS IMPROVEMENTS									
2.1	Saw cut and remove sections from three existing concrete Channel Divider Walls		L.S.	1	26000.	100%	26000		26000.00
2.2	Saw cut and remove section from existing concrete Inlet Throat Wall		L.S.	1	20000.	100%	20000		20000.00
2.3	Furnish and install new davit crane, relocate existing davit crane		L.S.	1	4500.	100%	4500		4500.00
2.4	Remove all silt, mud, debris, etc. from bottom of treatment structure		L.S.	1	22000.	100%	22000		22000.00
2.5	Rehabilitate existing FlexRake No. 1		L.S.	1	47000.	100%	47000		47000.00
2.6	Furnish and install Type 316 stainless steel protective plates at the Inlet Throat Wall		L.S.	1	2270.	100%	2270		2270.00
2.7	Furnish and install Type 316 stainless steel protective plates at Divider Walls		L.S.	1	6810.	100%	6810		6810.00
TOTAL ITEMS 1.0+2.0								100%	
					149,058.00		149,058.00		149,058.00

NOTE: TOTAL SCHEDULE OF VALUES AMOUNT SHOULD EQUAL THE CURRENT CONTRACT PRICE

** END OF SECTION **

¹ The lump sum total for Mobilization/Demobilization shall not exceed five percent (5%) of the total bid amount.

² The lump sum total for the Public Construction Bond shall not exceed three percent (3%) of the total bid amount.

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's specific legitimate obligations associated with prior Applications for Payment. This certification includes, but is not limited to the following statements of fact: (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 OWNER.

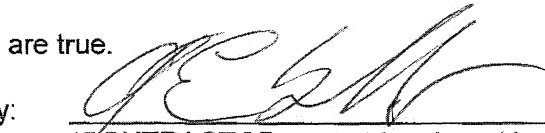
Attached to or submitted with this form are:

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,
3. Construction progress photographs per Specification Section 01380, and
4. Progress Record Drawings per Specification Sections 01330 and 01720.

Under oath, I swear that the foregoing statements are true.

Dated: 4-27-18

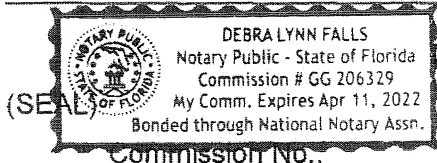
By:


 (CONTRACTOR – must be signed by an Officer of the Corporation)
Andrew E Costello / President
 Print Name and Title

STATE OF FLORIDA - COUNTY OF Highlands

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Andrew E Costello, who being by me first duly sworn upon oath, says that he/she is the 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 27 day of April, 2018.

Andrew E Costello is personally known to me or has produced as identification.



NOTARY PUBLIC:

Debra L Falls

Printed name:

Debra L Falls

Commission Expiration:

4-11-22

SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, The Ohio Casualty Insurance Company

a corporation, in accordance with Public Construction Bond Number 964128704, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR's APPLICATION FOR PAYMENT.

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Susan Reich

Secretary, Susan L. Reich

The Ohio Casualty Insurance Company

Corporate Surety

175 Berkeley Street

Boston, MA

02116

Business Address

BY: *Lisa Roseland*

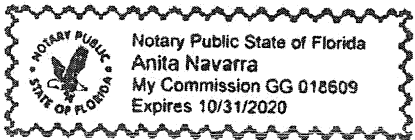
Print Name: Lisa Roseland

Title: Attorney-in-Fact & FL Licensed Resident Agent
(407) 786-7770

(Affix Corporate SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Lisa Roseland, to me well known or who produced N/A as identification, who being by me first duly sworn upon oath, says that he/she is the Representative for The Ohio Casualty Insurance Company and that he/she has been authorized by it to approve payment by the OWNER to the CONTRACTOR of the foregoing Contractor's Application for Payment. Subscribed and sworn to before me this day of April 27, 2018.



Anita Navarra

Notary Public, State of Florida

My Commission Expires: 10/31/2020

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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. 7845130

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, Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A. Richards; Jeffrey W. Reich; Kim E. Niv; Lisa Roseland; Susan L. Reich; Teresa L. Durham

all of the city of Maitland, state of FL 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 25th day of July, 2017.



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 25th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 27th day of April, 2018.



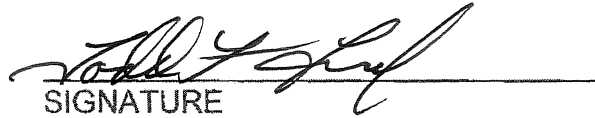
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.

CERTIFICATION OF OWNER'S CONSTRUCTION OBSERVER:

To the best of my knowledge and belief: the Work has progressed to the point indicated on this Application for Payment; the quality of the Work is generally in compliance with the Contract Documents; and the conditions precedent to the CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is my ability to observe the Work. 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.

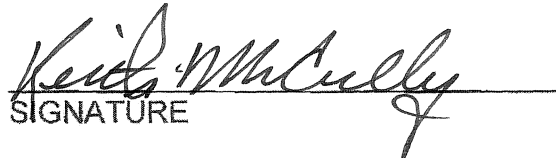
Dated 7-31-18


SIGNATURE

CERTIFICATION OF ENGINEER:

To the best of my knowledge and belief: the Work has progressed to the point indicated on this Application for Payment; the quality of the Work is generally in compliance with the Contract Documents; and the conditions precedent to the CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is my ability to observe the Work. 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 7-31-2018


SIGNATURE

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FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$ 9,590.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Costello Brothers Marine Construction on the job of Duperon Flexrake Rehab to the following described property:

1801 12th St.
Indian River County
Vero Beach, FL

Dated on: 4-25-18

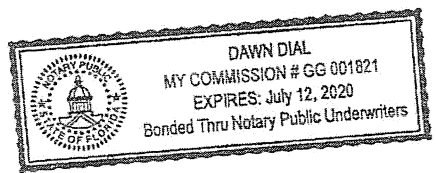
Lienor's Name: Cougar Cutting Inc.
(Company name printed)

By: [Signature]
(Signature)

Printed Name: Shari M. Schmitt

STATE OF FL
COUNTY OF LEE

The foregoing Release of Lien was acknowledged before me this 25th day of April, 2018. By Shari M. Schmitt, as Sec. of Cougar Cutting Inc.. Who is X personally known to me or has produced .



[Signature]
(Notary Public's Signature)

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.

BEYEL BROTHERS INC.

550 Cidco Rd., Cocoa, FL 32926

Phone: (321)-632-2000 Fax: (321)-636-1103

Email: . credit@beyel.com

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration for payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to COSTELLO BROTHERS MARINE, INC. on the job known as 9111 AIRPORT RD. located at:

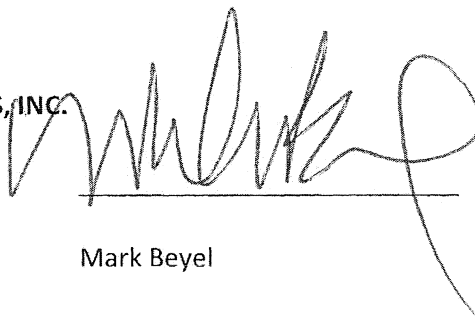
9111 AIRPORT RD.
0
VERO BEACH FL

The undersigned warrants that all suppliers, material men and laborers furnishing material to , or performing labor for him/her/them/it, have been fully paid and that no conditional bill of sale, retain title contract, or chattel mortgage has been given by anyone for or in connection with any materials, fixtures, furnishings, labor, appliances or machinery placed upon or installed or incorporated in the said premises by him/her/them/it, except as follows (if "none" so state: "NONE"): NONE

DATED 5/30/2018

BEYEL BROTHERS, INC.

SIGNATURE:



PRINTED NAME: Mark Beyel

TITLE: Treasurer

The foregoing Waiver and Final Release of Claim/Lien was sworn to and subscribed before me this **Wednesday, May 30, 2018** by Mark Beyel who is personally known to me to be the Treasurer of Beyel Brothers, Inc. and who did take an oath.

STATE OF FLORIDA

COUNTY OF: BREVARD

My commission expires:

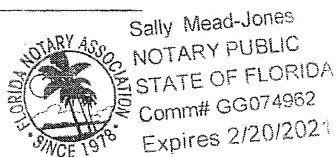
SWORN TO AND SUBSCRIBED BEFORE ME

(NOTARY SEAL)

THIS: 30th DAY OF MAY, 2018

NOTARY PUBLIC: Sally Mead-Jones

PRINT NAME: _____



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

(Section 713.20(5) Florida Statutes)


This instrument Prepared by: KENNETH WACHMAN
MWI CORPORATION
ATTN: KENNETH WACHMAN
7775 9TH ST SW (OSLO ROAD)
VERO BEACH FL 32968

The undersigned lienor, in consideration of the final payment in the amount of \$11,930.74, hereby waives and releases its lien and right to claim a lien for labor, services or materials to COSTELLO BROTHERS MARINE (customer) on the job of INDIAN RIVER COUNTY BOARD OF (owner), to the following described property:

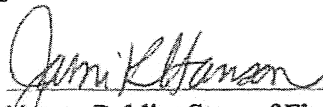
1700 AVIATION BOULEVARD, VERO BEACH, FLORIDA, REINFORCED CONCRETE WALL SAWING AND DUPERON FLEXRAKE REHABILITATION AT PC MAIN SCREENING SYSTEM, BID NUMBER 2017049, BOND NUMBER 964128704, INDIAN RIVER COUNTY, FLORIDA.

DATED on JUNE 8, 2018

MWI CORPORATION
ATTN: KENNETH WACHMAN
7775 9TH ST SW (OSLO ROAD)
VERO BEACH FL 32968

By:  6/8/2018
KENNETH WACHMAN
VICE PRESIDENT

Before me, personally appeared, KENNETH WACHMAN, the VICE PRESIDENT of MWI CORPORATION, who produced _____ as identification or is personally known to me, and who did take an oath, and acknowledged to and before me that he/she executed this instrument for the purposes therein expressed on behalf of said entity, this 8 day of JUNE, 2018


Notary Public; State of Florida
My Commission Expires:



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

ATTACHMENT A

1. List of all subcontractors, laborers, materialmen, and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):

All Paid

2. List of all subcontractors, laborers, materialmen, and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):

Beyel Brothers , Cangar Cutting ,
MWH Pumps

All Attached

**SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION
OF THE WORK**

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

To: INDIAN RIVER COUNTY (OWNER)

From: Castello Brothers Marine Construction, Inc. (CONTRACTOR)

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR swears that the following are true statements:

1. On June 9, 2018, the CONTRACTOR and Indian River County, a Florida political subdivision, entered into a Contract for the performance of certain Work, generally described as follows: **REINFORCED CONCRETE WALL SAWING AND DUPERON FLEXRAKE REHABILITATION AT PC MAIN SCREENING SYSTEM** at a pollution removal facility called PC Main Screening System. Work includes, but is not limited to: saw cut three reinforced concrete channel divider walls and one reinforced concrete inlet throat wall; refurbish Duperon FlexRake No. 1; install scrapers on FlexRakes No. 1, 2, 3, and 4; furnish and install a new davit crane and relocate existing davit crane; and remove mud, silt, debris, etc. from bottom of the treatment facility; all as shown or implied in the Contract Documents.
2. CONTRACTOR has reviewed the Contract Documents;
3. CONTRACTOR has reviewed the Work for compliance with the Contract Documents;
4. CONTRACTOR has completed the Work in accordance with the Contract Documents and the Contract is fully performed;
5. All Work is complete and all new and reinstalled equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below:

6. The Work is ready for final acceptance by the OWNER;

7. Final payment is now due;

00632 – Contractor's Final Certification of the Work

Last Revised 12/6/2016

00632-1

PC MAIN IMPROVEMENTS

F:\Public Works\KeithM\Stormwater Projects\Main Relief Canal Operation\2015-2016 Modifications\Bidding\Bid Documents\Working Contract Documents - No Conveyors\00632 - Contractor's Final Certification.doc

8. All liens of all firms and individuals contracting directly with or directly employed by CONTRACTOR have been paid in full EXCEPT:

Name	Description/Amount
_____	_____
_____	_____

who have not been paid and who are due the amount set forth; and

9. CONTRACTOR hereby certifies that it has no claims against the OWNER.

(Corporate Seal)

Dated 6.8.2018

By: [Signature]
(CONTRACTOR – must be signed by an Officer of the Corporation)

Andrew E Costello / President
Print Name and Title

STATE OF FLORIDA
COUNTY OF Highlands

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared, Andrew E Costello, who being by me first duly sworn upon oath, says that he/she is the 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 Final Certification of the Work 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 8 day of June, 2018.

Andrew E Costello is personally known to me or has produced _____ as identification.

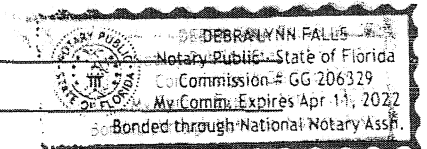
NOTARY PUBLIC: [Signature]

(SEAL)

Printed name: Debra L Falls

Commission No.: _____

Commission Expiration: _____



++ END OF SECTION ++