

**SECTION 00622 - Contractor's Application for Payment  
GO-LINE BUS TURN-OFF CR 510 (90<sup>th</sup> AVENUE)**

Application for Payment No. 3 (Final)  
For Work Accomplished through the period of 1/20/2017 through 2/7/2018.

To: Indian River County (OWNER)  
From: Cathco Inc. (CONTRACTOR)  
Bid No.: 2017060  
Project No.: IRC-1715

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

1.	Original Contract Price:	<u>\$137,691.05</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>\$0.00</u>
3.	Current Contract Price (1 plus 2):	<u>\$137,691.05</u>
4.	Total completed and stored to date:	<u>\$136,571.35</u>
5.	Retainage (per Agreement):	
	<u>100 %</u> of completed Work:	
	<u>0 %</u> 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>\$136,571.35</u>
7.	Less previous Application for Payments:	<u>\$129,742.78</u>
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<u>\$6,828.57</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;

**RECEIVED**

**FEB 13 2018**

INDIAN RIVER COUNTY  
ENGINEERING DIVISION

Draw #3 Pay App Final

2. Updated Construction Schedule per Specification Section 01310, and

Dated 2-9-18

By: [Signature]  
(CONTRACTOR – must be signed by an Officer of the Corporation)  
Matthew Eiser UP  
Print Name and Title

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Matthew Eiser, who being by me first duly sworn upon oath, says that he/she is the VP 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 9 day of Feb, 2018.

Matthew Eiser is personally known to me or has produced \_\_\_\_\_ as identification.

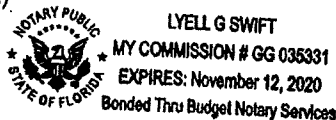
NOTARY PUBLIC: [Signature]

Printed name: Lyell G Swift

Commission No.: 66035331

Commission Expiration: 11-12-20

(SEAL)



Please remit payment to:

Contractor's Name: Cathco Inc.

Address: 5550 41<sup>st</sup> Street

Veru Beach, FL 32967

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**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

PROJECT: County Project Number: IRC-1715, Bid Number: 2017060, Project Name: Go-Line Bus Turn-Off CR 510  
(name, address) (90th Avenue), 9300 Block of CR 510, Sebastian, Florida 32958

TO (Owner):  
[ Indian River County ]

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: **Construction**  
BOND NO: 482079P  
CONTRACT DATE: 8/15/2017

CONTRACTOR:  
[ Cathco, Inc. ]

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 Company)

Developers Surety and Indemnity Company  
P.O. Box 19725 Irvine, CA 92623

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Cathco, Inc.  
5550 41st Street Vero Beach, FL 32967

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

Indian River County  
1800 27th Street Vero Beach, FL 32960

, OWNER,

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

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 12th

day of February 2018

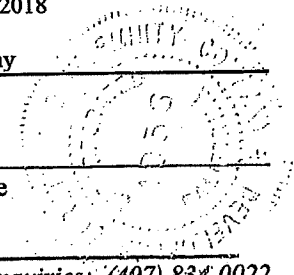
Developers Surety and Indemnity Company  
Surety Company

Christine Morton  
Signature of Authorized Representative

Christine Morton  
Attorney-in-Fact  
Title

Inquiries: (407) 834-0022

Attest:  
(Seal):



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

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 283-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

**\*\*\*Bryce Richardson Gulgnard, April Lenoria Lively, Jennifer Hindley, Christine Morton, Eileen C. Heard, jointly or severally\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of February, 2018.


By: *Cassia J. Berrisford*  
Cassia J. Berrisford, Assistant Secretary



**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.

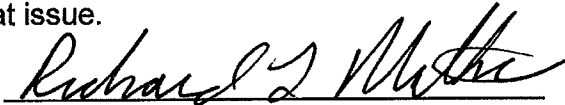
Dated 2/20/2018

  
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 2-19-18

  
SIGNATURE

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**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):**

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- 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):**

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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	11,816.00	11,816.00	1.00	11,816.00		0.00	1.00	11,816.00	100.00%	0.00	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	9,941.00	9,941.00	1.00	9,941.00		0.00	1.00	9,941.00	100.00%	0.00	0.00	0.00
104-10-3	SEDIMENT BARRIER (TYPE III)	430	LF	4.41	1,896.30	470.00	2,072.70		0.00	470.00	2,072.70	109.30%	0.00	-40.00	-176.40
110-1-1	CLEARING & GRUBBING	1	LS	2,708.00	2,708.00	1.00	2,708.00		0.00	1.00	2,708.00	100.00%	0.00	0.00	0.00
110-4-10	REMOVAL OF EXISTING CONCRETE	114	SY	8.64	984.96	114.00	984.96		0.00	114.00	984.96	100.00%	0.00	0.00	0.00
120-1	REGULAR EXCAVATION	500	CY	14.00	7,000.00	500.00	7,000.00		0.00	500.00	7,000.00	100.00%	0.00	0.00	0.00
120-6	EMBANKMENT (COMPACTED IN PLACE)	100	CY	21.00	2,100.00	100.00	2,100.00		0.00	100.00	2,100.00	100.00%	0.00	0.00	0.00
160-4	TYPE B STABILIZATION, (12" THICK) (LBR 40)	1,032	SY	12.50	12,900.00	1,032.00	12,900.00		0.00	1,032.00	12,900.00	100.00%	0.00	0.00	0.00
285-709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK) (LBR 100)	965	SY	16.00	15,440.00	965.00	15,440.00		0.00	965.00	15,440.00	100.00%	0.00	0.00	0.00
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (SP 12.5, 3" THICK)	965	SY	25.60	24,704.00	965.00	24,704.00		0.00	965.00	24,704.00	100.00%	0.00	0.00	0.00
425-6	VALVE BOXES, ADJUST	1	EA	150.00	150.00	1.00	150.00		0.00	1.00	150.00	100.00%	0.00	0.00	0.00
430-175-215	PIPE CULVERT, OTHER-ELIP/ARCH, 15" S/CD (12"x18" RCP)	64	LF	52.15	3,337.60	64.00	3,337.60		0.00	64.00	3,337.60	100.00%	0.00	0.00	0.00
430-982-623	MITERED END SECTION, OPTIONAL-ELLIPTICAL/ARCH, 15" CD	2	EA	645.00	1,290.00	2.00	1,290.00		0.00	2.00	1,290.00	100.00%	0.00	0.00	0.00
520-1-10	CONCRETE CURB & GUTTER, (DROP CURB)	300	LF	17.60	5,280.00	300.00	5,280.00		0.00	300.00	5,280.00	100.00%	0.00	0.00	0.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (W/ FIBER)	128	SY	44.05	5,638.40	132.00	5,814.60		0.00	132.00	5,814.60	103.13%	0.00	-4.00	-176.20
522-4	BUS SHELTER PAD-CONCRETE (8" THICK W/ #5 REBAR)	35	SY	64.75	2,266.25	61.00	3,949.75		0.00	61.00	3,949.75	174.29%	0.00	-26.00	-1,683.50
527-2	DETECTABLE WARNINGS	30	SF	37.20	1,116.00	36.00	1,339.20		0.00	36.00	1,339.20	120.00%	0.00	-6.00	-223.20
570-1-2	PERFORMANCE TURF, SOD	1,217	SY	2.95	3,590.15	1,217.00	3,590.15		0.00	1,217.00	3,590.15	100.00%	0.00	0.00	0.00
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	9	AS	259.00	2,331.00	6.00	1,554.00		0.00	6.00	1,554.00	66.67%	0.00	3.00	777.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	38	EA	4.64	176.32	38.00	176.32		0.00	38.00	176.32	100.00%	0.00	0.00	0.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	38	LF	5.12	194.56	38.00	194.56		0.00	38.00	194.56	100.00%	0.00	0.00	0.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2	EA	163.00	326.00	2.00	326.00		0.00	2.00	326.00	100.00%	0.00	0.00	0.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7	EA	90.30	632.10	7.00	632.10		0.00	7.00	632.10	100.00%	0.00	0.00	0.00

Item No.	Description	QTY	UNIT	SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS	BALANCE TO FINISH	
				Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount		STORED	QUANTITY	Amount
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	84	LF	3.44	288.96	84.00	288.96		0.00	84.00	288.96	100.00%	0.00	0.00	0.00
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	787	LF	0.40	314.80	787.00	314.80		0.00	787.00	314.80	100.00%	0.00	0.00	0.00
711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	1,445	LF	0.97	1,401.65	1,445.00	1,401.65		0.00	1,445.00	1,401.65	100.00%	0.00	0.00	0.00
711-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	548	SF	4.00	2,192.00	548.00	2,192.00		0.00	548.00	2,192.00	100.00%	0.00	0.00	0.00
999-1	AS-BUILT DRAWING (BY REGISTERED SURVEYOR)	1	LS	2,675.00	2,675.00	1.00	2,675.00		0.00	1.00	2,675.00	100.00%	0.00	0.00	0.00
WCD-1	Install Geo-Fabric	1	LS	8,508.00	8,508.00	1.00	8,508.00		0.00	1.00	8,508.00	100.00%	0.00	0.00	0.00
WCD-2	Install Flumes	1	LS	3,890.00	3,890.00	1.00	3,890.00		0.00	1.00	3,890.00	100.00%	0.00	0.00	0.00
<b>SUB TOTAL</b>				<b>SUBTOTAL</b>	<b>135,089.05</b>	<b>SUBTOTAL</b>	<b>136,571.35</b>	<b>SUBTOTAL</b>	<b>0.00</b>	<b>SUBTOTAL</b>	<b>136,571.35</b>	<b>SUBTOTAL</b>	<b>0.00</b>	<b>SUBTOTAL</b>	<b>-1,482.30</b>
<b>FORCE ACCOUNT</b>				(Balance)	(2,602.00)										
<b>TOTAL</b>				<b>TOTAL</b>	<b>137,691.05</b>	<b>TOTAL</b>	<b>136,571.35</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>136,571.35</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>-1,482.30</b>

AMOUNT COMPLETED TO DATE	\$136,571.35
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE	\$136,571.35
RETAINAGE OF WORK COMPLETED AT 0%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$136,571.35
LESS PREVIOUS PAYMENT	\$129,742.78
AMOUNT DUE CONTRACTOR	\$6,828.57