SECTION 00622 - Contractor's Application for Payment

IRC-2423 INDIAN RIVER DRIVE DRAINAGE IMPROVEMENTS

Application for Payment No. 2423-3

For Work Accomplished through the period of 10/1/2025 through 10/10/2025 .

To: Indian River County (OWNER)

From: Sunshine Land Design, Inc. (CONTRACTOR)

Project No.: <u>IRC-2423</u> Bid No.: <u>2025047</u>

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

1.	Original Contract Price:	<u>\$155,845.04</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$29,675.64
3.	Current Contract Price (1 plus 2):	<u>\$126,169.40</u>
4.	Total completed and stored to date:	\$126,169.40
5.	Retainage (per Agreement):	
	<u>0%</u> retainage:	\$ <u>0</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$126,169.40
7.	Less previous Application for Payments:	<u>\$115,657.18</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$10,512.22</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:

any release of lien form is not included;

2. Update	d Construction Sche	edule per Specification Sec	tion 01310.						
Dated 10 1	1k5 By:_ (COM	TRACTOR I must be sign	ned by in Officer of the Corpora	tion)					
		IARGARET FENTON, VIC Name and Title	E PRESIDENT	_					
COUNTY OF Sworn to (or a this 1 day	FLOCIOA MARTIA ffirmed) and subscril of <u>OCTODE</u> on making statemen	t). (Signature of Notary P	physical presence of the frence of the frenc						
who is person	onally known to me	or □ who has produced as identification.	Con	THY BUSH nmission # HH 464657 ires February 1, 2028					
Please remit	payment to:								
Contractor's	Name: Sunshine La	and Design, Inc.							
Address:	ddress: 3291 SE Lionel Terrace								
	Stuart, FL 34997			-					
*****		**************************************		***					

SURETY'S CONSENT OF PAYMENT TO CONTRACTOR: The Surety, Berkley Insurance Company , a corporation, in accordance with Public Construction Bond Number 0261446 , 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: Clint Mungah Berkley Insurance Company Corporate Surety 475 Steamboat Road Greenwich, CT 06830 **Business Address** BY: Print Name: Annette Wis OFLAWARE. Title: Attorney in Fact (Affix Corporate SEAL) STATE OF Georgia COUNTY OF Dekalb Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 day of October 20. 25, by (name of person making statement)!!! (Signature of Notary Public - Georgia (Print, Type, or Stamp Commissioned Name of Notary Ru ☑ who is personally known to me or ☐ who has produced as identification [The remainder of this page was left blank intentionally]

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Annette Wisong; Joseph R. Williams; Sarah Hancock; Edward Mooney; Linda Adams Roberts; Tiffany Soto; Julie M. Karnes; or Haley D. Rhoads of USI Insurance Services, LLC of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings including bid related commitments such as Consent of Surety, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal) By Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

Jeffrey M. Hafter Senior Vice President

STATE OF CONNECTICUT)
) s

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

Anest

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16 day of Octob

Vincent P. Forte



CERTIFICATION OF INDIAN RIVER COUNTY PROJECT MANAGER:

that to the best of my knowledge and belief it ap work performed and/or material supplied by the	d foregoing Periodic Estimate for Partial Payment; opears to be a reasonably accurate statement of the Contractor. I am not certifying as to whether or not orers, materialmen and suppliers because I am not Douglas Ferrante Physic N - Douglas Ferrante email - defrante@indianniver. Douglas Ferrante Physic N - Douglas Ferrante email - defrante@indianniver. Douglas Ferrante Physic - AD 0 - IRC QUI - Engineering
Payments and the notes and reports of my knowledge, this statement of work performed a accurate, that the Contractor appears to be respect to construction, and that the Contractunless otherwise noted by me. I am not certify subcontractors, laborers, materialmen and sup determine that issue. Dated	Contractor's Schedule of Amounts for Contract inspections of the project. To the best of my and/or materials supplied appears to be reasonably observing the requirements of the Contract with stor should be paid the amount requested above, ring as to whether or not the Contractor has paid all opliers because I am not in a position to accurately DUANE HAMILTON Digitally signed by DUANE HAMILTON Date: 2025.10.20 09:20:42-04'00' SIGNATURE
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ATTACHMENT A

	None
	_
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):
No	together with an explanation as to why the release of lien form is not included (attach
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INDIAN RIVER DRIVE DRAINAGE IMPROVEMENTS

PAY APP NO. 2423-03 PAY PERIOD 10/1/2025 - 10/10/2025

		SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		MATERIALS	96	BALANCE TO FINISH			
Item No.	Description	UNIT	QTY	Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount	STORED		QUANTITY	Amount
101-1	MOBILIZATION/DEMOBILIZATION	LS	1	14,750.00	14,750.00	1.00	14,750.00		0.00	1.00	14,750.00	0.00	100.00%	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	5,900.00	5,900.00	1.00	5,900.00		0.00	1.00	5,900.00	0.00	100.00%	0.00	0.00
104-2	PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION	LS	1	3,938.25	3,938.25	1.00	3,938.25		0.00	1.00	3,938.25	0.00	100.00%	0.00	0.00
110-1-1	CLEARING AND GRUBBING	LS	1	8,500.72	8,500.72	1.00	8,500.72		0.00	1.00	8,500.72	0.00	100.00%	0.00	0.00
121-70	NON-EXCAVATABLE FLOWABLE FILL	CY	20	944.00	18,880.00	12.00	11,328.00		0.00	12.00	11,328.00	0.00	60.00%	8.00	7,552.00
160-4	TYPE 'B' STABILIZATION (LBR-40)	СУ	60	54.34	3,260.40	0.00	0.00		0.00	0.00	0.00	0.00	0.00%	60.00	3,260.40
430-174-124	PIPE CULVERT (POLYPROPYLENE-ADS HP STORM) ROUND, 24" SD	LF	107	163.41	17,484.87	123.00	20,099.43		0.00	123.00	20,099.43	0.00	114.95%	-16.00	-2,614.56
430-174-124A	PIPE FITTING 22.5 DEGREE (POLYPROYLENE - ADS HP -9300) ROUND, 24"	EA	4	1,465.56	5,862.24	0.00	0.00		0.00	0.00	0.00	0.00	0.00%	4.00	5,862.24
430-174-1248	PIPE FITTING 45 DEGREE (POLYPROPYLENE- ADS HP-9650) ROUND, 24"	EA	1	1,465.56	1,465.56	0.00	0.00		0.00	0.00	0.00	0.00	0.00%	1.00	1,465.56
570-1-130	PERFORMANCE TURF (SOD) (ST. AUGUSTINE "FLORATAM")	SY	170	\$5.90	9,503.00	170.00	9,503.00		0.00	170.00	9,503.00	0.00	100.00%	0.00	0.00
IRC-1	TEMPORARY BY-PASS PUMPING	LS	1	23,600.00	23,600.00	1.00	23,600.00		0.00	1.00	23,600.00	0.00	100.00%	0.00	0.00
999-1B	AS-BUILT SURVEYING AND RECORD DRAWING PREPARATION (BY REGISTERED SURVEYOR)	LS	1	17,700.00	17,700.00	0.75	13,275.00	0.25	4,425.00	1.00	17,700.00	0.00	100.00%	0.00	0.00
SUBTOTAL					130,845.04		110,894.40		4,425.00	0.00	115,319.40	0.00	88.13%	0.00	15,525.64
FORCE ACCOUNT LS		1	25,000.00	14,150.00	0.00	0.00		0.00	0.00	0.00			1.00	14,150.00	
	REMOVAL OF BURIED 10" THICK CONCRETE WALL NOT														
WCD001	INDICATED ON PLANS	LS	1	4,000.00	4,000.00	1.00	4.000.00		0.00	1.00	4.000.00	100.00%		0.00	0.00
WCD002	REMOVAL & REPLACEMENT OF APPROX 50'L X 12'W CONCRETE DRIVEWAY SECTION	LS	1	6,850.00	6,850.00	1.00	6,850.00		0.00	1.00	6,850.00	100.00%		0.00	0.00
						0.00	0.00		0.00	0.00	0.00	ADIV/0!		0.00	0.00
	WORK CHANGE DIRECTIVES TOTAL				10,850.00		10,850.00		0.00		10,850.00		0.00		0.00
	INDIAN RIVER DRIVE DRAINAGE IMPROVEMENTS			TOTAL	155,845.04	TOTAL	121,744.40	TOTAL	4,425.00	TOTAL	126,169.40	0.00		TOTAL	29,675.64

AMOUNT COMPLETED TO DATE
MATERIALS STORED TO DATE
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE
RETAINAGE OF WORK COMPLETED AT 5%
ROUNDING
TOTAL COMPLETED AND STORED LESS RETAINAGE
LESS PREVIOUS PAYMENT
AMOUNT DUE CONTRACTOR

\$126,169.40 \$0.00

\$126,169.40

\$126,169.40

\$115,657.18 \$10,512.22

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