

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.: IRC-2423
Bid No.: 2025047

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 -):	<u>\$29,675.64</u>
3.	Current Contract Price (1 plus 2):	<u>\$126,169.40</u>
4.	Total completed and stored to date:	<u>\$126,169.40</u>
5.	Retainage (per Agreement):	
	<u>0%</u> retainage:	<u>\$0</u>
6.	Total completed and stored to date less retainage (4 minus 5):	<u>\$126,169.40</u>
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;

31521441-066510-25003	\$4,425.00
315-206000-25003	\$6,087.22

INDIAN RIVER COUNTY PUBLIC WORKS		
	APPROVED	DATE
DIRECTOR	Digitally signed by: Nancy A. Bunt DN: CN = Nancy A. Bunt email = nbunt@indianriver.gov C = AD O = Indian River County OU = Assistant County Administrator Date: 2025.10.21 08:50:31 -0400	
DIV HEAD	Digitally signed by: David W. Schryver DN: CN = David W. Schryver email = dschryver@indianriver.gov C = US O = Indian River County BOCC: CU = IREC Public Works Dept Date: 2025.10.20 13:42:02 -0400	
ACCT #	SEE ACCOUNTS AT LEFT	

2. Updated Construction Schedule per **Specification Section 01310**.

Dated 10/17/25

By: Margaret Fenton
(CONTRACTOR must be signed by
an Officer of the Corporation)

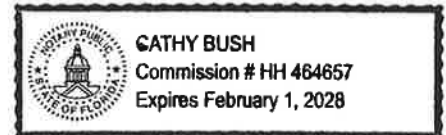
MARGARET FENTON, VICE PRESIDENT
Print Name and Title

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,
this 17 day of October 2025, by Margaret Fenton
(name of person making statement).

Cathy Bush
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ who is personally known to me or ☐ who has produced
as identification.



Please remit payment to:

Contractor's Name: Sunshine Land Design, Inc.

Address: 3291 SE Lionel Terrace
Stuart, FL 34997

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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 Munz

Berkley Insurance Company

Corporate Surety

475 Steamboat Road

Greenwich, CT 06830

Business Address

BY:

Print Name: Annette Wisong

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, 2025, by _____ (name of person making statement)

(Signature of Notary Public - Georgia)

(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ who is personally known to me or ☐ who has produced _____ as identification



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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.

Attest:

Berkley Insurance Company

(Seal)

By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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

Maria C. Rundbaken
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 October, 2025

Vincent P. Forte
Vincent P. Forte



CERTIFICATION OF INDIAN RIVER COUNTY PROJECT MANAGER:

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 _____

Douglas Ferrante
Digitally signed by Douglas Ferrante
DN: CN = Douglas Ferrante email = dferrante@indianriver.gov C = AD O = IRC OU = Engineering
Date: 2025.10.20 09:32:37 -04'00'

SIGNATURE

CERTIFICATION OF INDIAN RIVER COUNTY 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 _____

DUANE HAMILTON
Digitally signed by DUANE HAMILTON
Date: 2025.10.20 09:20:42 -04'00'

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):

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):**

None

INDIAN RIVER DRIVE DRAINAGE IMPROVEMENTS

PAY APP NO. 2423-03

PAY PERIOD 10/1/2025 - 10/10/2025

Item No.	Description	UNIT	QTY	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/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)	CY	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 S10RM) 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 (POLYPROPYLENE - 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
430-174-124B	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	55.90	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
999-18	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
WC0001	REMOVAL OF BURIED 10" THICK CONCRETE WALL NOT 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
WC0002	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	NDIV/0I		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	\$126,169.40
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE	\$126,169.40
RETAINAGE OF WORK COMPLETED AT 5%	
ROUNDING	
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$126,169.40
LESS PREVIOUS PAYMENT	\$115,697.18
AMOUNT DUE CONTRACTOR	\$10,512.22