

**SECTION 00622 - Contractor's Application for Payment
87th Street and 91st Avenue Sidewalk Improvements**

Application for Payment No. 12

For Work Accomplished through the period of December 20, 2016 through December 20, 2016.

To: Indian River County (OWNER)
 From: Kerns Construction & Property Management, Inc. (CONTRACTOR)
 Bid No.: 2015036r
 Project No.: 1205

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

1.	Original Contract Price:	\$ 1,084,854.00
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ -
3.	Current Contract Price (1 plus 2):	\$ 1,084,854.00
4.	Total completed and stored to date:	\$ 1,073,732.83
5.	Retainage (per Agreement):	
	5% of completed Work:	
	5% of retainage:	\$ 0.00
	Total Retainage:	\$ 0.00
6.	Total completed and stored to date less retainage (4 minus 5):	\$ 1,073,732.83
7.	Less previous Application for Payments:	\$ 1,020,046.19
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ 53,686.64

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:

- 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;

Pay Application No. 12

2. Updated Construction Schedule per Specification Section 01310, and

Dated December 20, 2016

(CONTRACTOR – must be signed by
an Officer of the Corporation)

Daniel Muschweck
Daniel L. Muschweck, Vice President

Print Name and Title

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared **Daniel L. Muschweck**, who being by me first duly sworn upon oath, says that he/she is the **Executive 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 **20th** day of **December**, **2016**.

Daniel L. Muschweck is personally known to me or has produced _____ as identification.

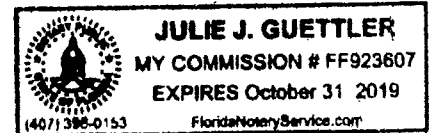
NOTARY PUBLIC: *Julie J. Guettler*

(SEAL)

Printed name: Julie Guettler

Commission No.: FF923607

Commission Expiration: 10/31/2019



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SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, _____

_____, a corporation, in accordance with Public Construction Bond Number _____, 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:

Secretary

Corporate Surety

Business Address

BY: _____

Print Name: _____

Title: _____

(Affix Corporate SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared _____, to me well known or who produced _____ as identification, who being by me first duly sworn upon oath, says that he/she is the _____ for _____ 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 _____, 20_____.

Notary Public, State of _____
My Commission Expires: _____

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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 4/11/17


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 4/10/17


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):

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):



INVOICE

Date: 12/20/2016
 Invoice # 161220.01

PROJECT SITE:
 87TH STREET & 91ST AVENUE SIDEWALKS
 FM 431728-1-58-01
 IRC PROJECT NO. 1205

Mr. James Ennis, P.E., PMP
 Indian River County
 Engineering Department
 1801 27th Street
 Vero Beach, FL 32960
 JEnnis@ircgov.com

Salesperson	Job	Payment Terms	Due Date
TRake	87 th Street & 91 st Avenue Sidewalks – Pay Application 12 FINAL RETAINAGE APP		

Qty	Description	Unit Price	Line Total
1 LS	Contract Work (See SOV)	\$ 1,084,854.00	\$ 1,084,854.00
	<i>Total Completed & Stored to Date</i>	<i>\$1,073,732.83</i>	<i>\$1,073,732.83</i>
	<i>Less 0% Retainage</i>	<i>\$ (0.00)</i>	<i>\$ (0.00)</i>
	<i>Less Previous Payments</i>	<i>\$(1,020,046.19)</i>	<i>\$(1,020,046.19)</i>
 <u>Please remit payments as follows:</u> 			
Kerns Construction & Property Management, Inc. 2701 Industrial Avenue 2, Fort Pierce, FL 34946			
Total			\$ 53,686.64

Make all checks payable to Kerns Construction & Property Management, Inc.

Thank you for your business!

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION COMPLIANCE WITH
SPECIFICATIONS AND PLANS**

FIN PROJECT I.D.(s) 431728-1-58-01

DATE: 12/20/2016

CONTRACT NO: ART-06

Monthly:

Final:

KERNS CONSTRUCTION AND PROPERTY MANAGEMENT, INC., Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the contract specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between 12/20/2016 and 12/20/2016. Exceptions to these requirements are listed below.

1.) Item No.: _____
Exception:

2.) Item No.: _____
Exception:

3.) Item No.: _____
Exception:

4.) Item No.: _____
Exception:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION COMPLIANCE WITH
SPECIFICATIONS AND PLANS**

5.) Item No.: _____
Exception: _____

6.) Item No.: _____
Exception: _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

Quality Control Manager

By

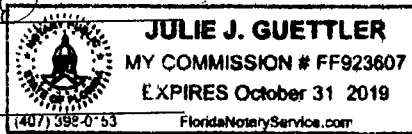
Company

Notary Public

Commission Expires
Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

State of Florida
County of St. Lucie
Sworn to and subscribed before me this 20th day
of December, 2016, by Daniel Muschweck
(Print name of person signing Certification)

Julie J. Guettler
Notary Public
Oct. 31, 2019
Commission Expires



Personally Known X or Produced Identification _____
Type of Identification Produced _____

Kerns Construction & Property Management
Contractor
Daniel Muschweck
By
Executive Vice President
Title

CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROVISIONS ON FEDERAL AID CONTRACTS

DATE 12/20/2016

FIN PROJECT I.D. 431728-1-58-01

CONTRACT NO. ART-06

KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC., prime contractor

for the above referenced contract, hereby certifies that this company and all of it's subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:

The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name

Subcontractor Name

Street Address

Street Address

City/State/Zip

City/State/Zip

State of Florida

County of St. Lucie

Sworn to and subscribed before me this 20th day
of December, 2016, by Daniel L. Muschweck

(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Julie J. Guettler
Notary Public



Kerns Construction & Property Management, Inc.
Contractor

Daniel Muschweck
By

Executive Vice President

Title

Personally Known OR Produced Identification

Type of Identification Produced _____

Instructions:

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor.
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

CERTIFICATION
DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS
(As required by Florida Transportation Code, Section 337.11, Subsection (11), F.S.)

DATE December 20, 2016

FIN PROJ. I.D. 431728-1-58-01

CONTRACT NO. ART-06

TO RELEASE MONTHLY PAYMENT FOR Retainage

KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC., prime contractor
for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

EXCEPTION:

The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

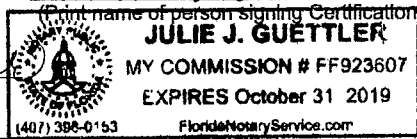
Subcontractor name _____
Street Address _____
City State Zip _____

Subcontractor name _____
Street Address _____
City State Zip _____

State of Florida _____
County of St. Lucie
Sworn to and subscribed before me this 20th day

of December, 2016, by Daniel Muschweck

Julie J. Guettler
Notary Public
Oct 31, 2019
Commission Expires



Personally Known OR Produced Identification _____
Type of Identification Produced _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Kerns Construction & Property Management, Inc.
Contractor

Daniel Muschweck
By

Executive Vice President
Title

Instructions:

1. Attach copy of the notification good cause sent to each applicable subcontractor.
2. List the subcontractors which have not been paid the proportionate share of payments received by the contractor and the date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$26,930.40, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on August 30, 2016

Lienor Names: Ranger Construction

Signature: [Handwritten Signature]

Printed Name: F. Scott Fowler

Title: Vice President

State of Florida

County of Orange

Acknowledged before me this 30 day of August, 2016 by F. Scott Fowler on behalf of Ranger Construction Industries who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name: Stacy L Barber

Commission Expires: 4/19/20





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

The undersigned lienor, in consideration of the final payment in the amount of \$1,570.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on August 30, 2016

Lienor Names: East Coast Sod & Landscape

Signature: [Signature]

Printed Name: Jeffrey Santoro

Title: President

State of Florida

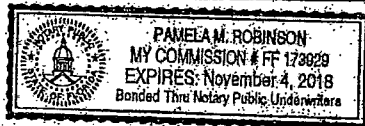
County of St. Lucie

Acknowledged before me this 30th day of August, 2016 by Jeffrey Santoro on behalf of East Coast Sod & Landscape who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name: Pamela Robinson

Commission Expires: 11-4-18





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$246.24, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on September 16, 2016

Lienor Names: Ferguson Enterprises

Signature: [Handwritten Signature]

Printed Name: Kevin Martin

Title: Credit Manager

State of Florida
County of HILLSBOROUGH

Acknowledged before me this 27 day of September 2016 by Kevin Martin on behalf of Ferguson who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: _____
Commission Expires: _____





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$3,747.20, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on September 26, 2016

Lienor Names: Complete Striping & Signage

Signature: [Handwritten Signature]

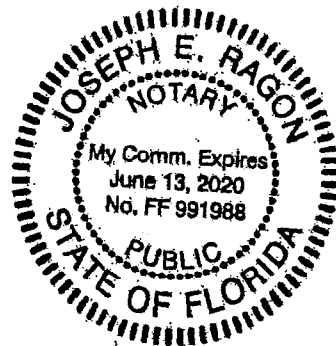
Printed Name: Larry Greer

Title: Mgr Member

State of Florida
County of St Lucie

Acknowledged before me this 19 day of Sept by Larry Greer on behalf of KERN'S CONSTRUCTION who is personally known to me or has produced FI 01 as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: Joseph Ragon
Commission Expires: 6-13-20





FINAL WAIVER & RELEASE

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00** the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **DON BO INC.** on the job of **INDIAN RIVER COUNTY** (*owner of property*) for the job located on the following described property:

79TH, 87TH AND 91ST AVENUE SIDEWALKS, VERO LAKE, INDIAN RIVER COUNTY, FLORIDA

DATED on SEPTEMBER 23, 2016

Lienor's Name; CEMEX Construction Materials Florida, LLC

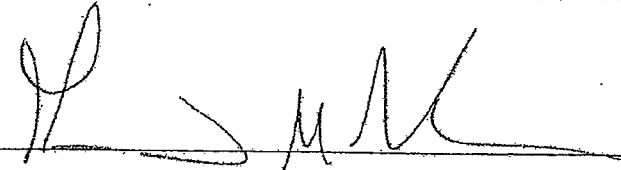
1001 JUPITER PARK DR STE 108

JUPITER FL 33458

By: 

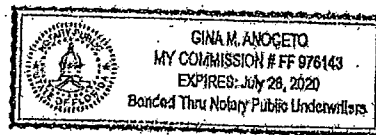
ANDREW TATE
CREDIT MANAGER

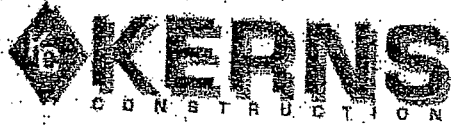
The foregoing instrument was signed in my presence this date of SEPTEMBER 23, 2016 by ANDREW TATE who is personally known to me, who did take an oath, and is a Credit Services Representative of CEMEX Construction Materials Florida, LLC

Notary Public 

3005831-14235328

4





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

The undersigned Lienor, in consideration of the final payment in the amount of \$825.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on November 16, 2016

Lienor Names: Allied Trucking of Palm Beach

Signature: [Handwritten Signature]

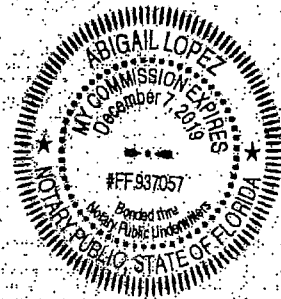
Printed Name: Luis Barranco

Title: VP of Sales

State of Florida
County of Palm Beach

Acknowledged before me this 21 day of November 2016 by Luis Barranco on behalf of Allied Trucking of ABC who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: _____
Commission Expires: _____





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$500.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on November 16, 2016

Lienor Names: WBE Environmental d/b/a Florida Silt Company Fencing

Signature: Joelle R DeVane

Printed Name: Joelle R DeVane

Title: President

State of Florida
County of Volusia

Acknowledged before me this 21st day of November, 2016 by Joelle R DeVane on behalf of WBE Environmental Inc dba Florida Silt Fencing who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jennifer Ann Meckley
Printed Name: Jennifer Ann Meckley
Commission Expires: November 15, 2017





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$3,074.45, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on November 29, 2016

Lienor Names: Road Safe Traffic Systems

Signature: [Handwritten Signature]

Printed Name: Tami Grube

Title: Operations Manager

State of Florida
County of Dade

Acknowledged before me this 29 day of November, 2016 by Tami Grube on behalf of Roadsafe Traffic Systems who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: _____
Commission Expires: 4/2/18

MARGARET J. MOORE
Notary Public - State of Florida
My Comm. Expires Apr 2, 2018
Organization # PF 074360

3177199-14331191
4



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

The undersigned lienor, in consideration of the final payment in the amount of \$649.49, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

**Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida**

DATED on December 13, 2016

Lienor Names: Cemex

Signature: [Signature]

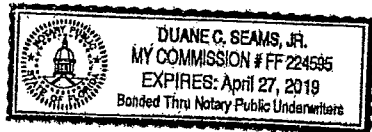
Printed Name: JASON BEAS

Title: ACCOUNT MANAGER

State of Florida
County of ST LUCIE

Acknowledged before me this 6th day of JANUARY, 2017 by JASON BEAS on behalf of CEMEX who is personally known to me or has produced _____ as Identification.

Notary Public Signature: [Signature]
Printed Name: Duane C Seams Jr
Commission Expires: April 27 2019





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$6,371.76, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of JRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on January 30, 2017

Lienor Names: Neff Rental

Signature: [Handwritten Signature]

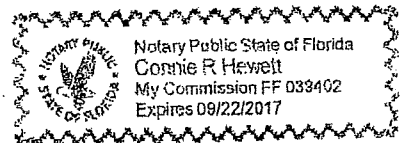
Printed Name: John Hudson

Title: Manager

State of Florida
County of St Lucie

Acknowledged before me this 30th day of January, 2017 by John Hudson on behalf of Neff Rental LLC who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: Connie R Hewett
Commission Expires: 9/22/2017





WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$3,459.30, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida

DATED on February 27, 2017

Lienor Names: Nature's Keeper, Inc.

Signature: [Handwritten Signature]

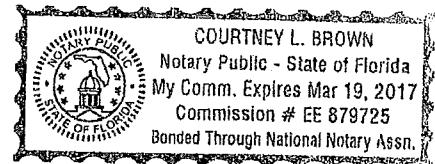
Printed Name: KRISTEN BIEGER

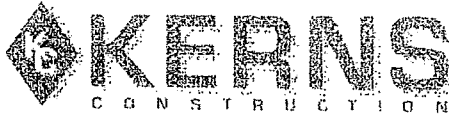
Title: PRESIDENT

State of Florida
County of St Lucie

Acknowledged before me this 27 day of February, 2017 by Kristen Bieger on behalf of Natures Keeper, Inc. who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: Courtney L. Brown
Commission Expires: March 19, 2017





EMAILED
MAR -1 2017

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

The undersigned lienor, in consideration of the final payment in the amount of \$12,426.38, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Indian River County BOCC on the job of IRC 87th Street and 91st Avenue Sidewalk Improvements to the following described property:

**Project #1205
87th Street and 91st Avenue
Portion of Public Land in Indian River County, Florida**

DATED on February 27, 2017

Lienor Names: Don Bo, Inc.

Signature: [Handwritten Signature]

Printed Name: Lewis Morin

Title: Vice President

State of Florida
County of Brevard

Acknowledged before me this 28th day of February, 2017 by Lewis Morin on behalf of Don Bo, Inc who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]
Printed Name: Crystal J. Bo
Commission Expires: July 16, 2020



**Crystal J. Bo
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG007762
Expires 7/16/2020**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT
(FORM 21-A)

STATE OF FLORIDA

COUNTY OF St. Lucie

Before me, the undersigned Notary Public, personally appeared Charles D. Kerns

to me well known or who has produced _____ as identification,
(Type of Identification)

who being first duly sworn, deposes and says that he/she is: President
(Title of duly authorized person)

of Kerns Construction and Property Mgmt. Corp. a Corporation
(Contracting entity) (Type of entity)

the Contractor on Financial Project I.D. 431728-1-58-01, Road No. _____ in
Indian River County, Florida under Contract No. _____

with the State of Florida Department of Transportation dated the _____ day of _____;

and that the Affiant based on his/her personal knowledge says that:

- Said contract has been complied with in every particular by the Contractor and that all parts of the work have been approved by the District Director of Operations of the State of Florida Department of Transportation.
- The Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
- All amounts payable for labor, materials, or otherwise, in connection with said contract and work have been paid except for normal sub-contract retainages, which will be satisfied within 30 days after payment and/or release of retainage withheld under said contract.
- There are no claims or suits pending against said Contractor or anyone in connection with the work done, materials furnished or otherwise, under said contract except as listed below. As to any such exception listed below, the Contractor has stated the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(11), Florida Statutes.

Claiming Entity	Claim Agent	Nature of claim	Good cause explanation

State of Florida
County of St. Lucie

Sworn to and subscribed before me this 23rd day
of February, 2017, by Charles D. Kerns
(Print name of person signing Affidavit)

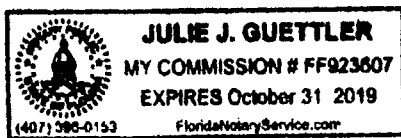
Julie J. Guettler
Notary Public
Oct. 31, 2019
Commission Expires

Personally Known OR Produced Identification _____
Type of Identification Produced _____

A false statement or omission made in connection with this affidavit is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Kerns Construction and Property Mgmt. Corp.
Contractor

Charles D. Kerns
By
Charles D. Kerns, President
Title



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT
(FORM 21-A)

We, the International Fidelity Insurance Company, duly authorized to do business under the laws of Florida, having
(Type or print name of Surety)
heretofore executed a performance and payment bond for the Contractor covering the contract described above, hereby
consent the State of Florida Department of Transportation making full payment of the final estimate, including the retained
percentage, to the Contractor.
It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final
estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its
bond.

IN WITNESS WHEREOF, the International Fidelity Insurance Company has caused this
(Type or print name of surety)
instrument to be executed by its President, Chief Executive Officer or duly authorized Attorney-In-Fact and its corporate
seal to be hereto affixed, all on this 20th day of February,
2017.

(AFFIX SEAL)

International Fidelity Insurance Company
SURETY COMPANY

BY: [Signature]

- Its President or Chief Executive Officer
- Its Attorney-In-Fact
- Florida Licensed Insurance Agent

STATE OF Florida

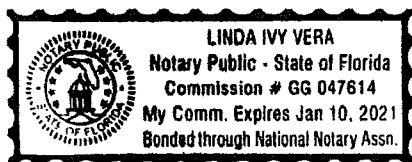
(Attach Power of Attorney)

COUNTY OF Miami-Dade

Before me, the undersigned Notary Public, personally appeared Burton Harris to me well known or who
has produced personally known as identification as the person described in and who executed the foregoing
(Type of Identification)

instrument in the name of International Fidelity Insurance Company and Burton Harris
acknowledged that he/she executed said instrument in the name of said surety as its Attorney-In-Fact
for the purposes therein expressed and that he/she has due and legal authority to execute the same on behalf of said
surety.

Sworn to and subscribed before me this 20th day of February, 2017



[Signature]
My commission expires 01/10/2021
Notary Public, State of Florida

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

Bond# 0664485

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

MARINA RAMIL BURTON HARRIS, CHRISTINE M. HARRIS, ODALIS CABRERA

Miami, FL

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

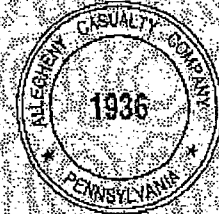
RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



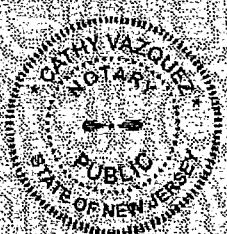
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and: President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of February, 2017

MARIA BRANCO, Assistant Secretary

Item No.	Description	UNIT	QTY	SCHEDULED VALUE		APPLICATION		THIS PERIOD		TOTAL COMPLETED		% MATERIALS STORED	BALANCE TO FINISH		
				Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	Unit Price	Amount		QUANTITY	Amount	
101-1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 78,880.00	\$78,880.00	1.00	\$78,880.00	0.00	\$0.00	1.00	\$78,880.00	100.00%	\$0.00	0.00	\$0.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 64,500.00	\$64,500.00	1.00	\$64,500.00	0.00	\$0.00	1.00	\$64,500.00	100.00%	\$0.00	0.00	\$0.00
104-1	EROSION AND WATER POLLUSION CONTROL	LS	1	\$ 22,500.00	\$22,500.00	1.00	\$22,500.00	0.00	\$0.00	1.00	\$22,500.00	100.00%	\$0.00	0.00	\$0.00
110-1-1	CLEARING AND GRUBBING	LS	1	\$ 24,500.00	\$24,500.00	1.00	\$24,500.00	0.00	\$0.00	1.00	\$24,500.00	100.00%	\$0.00	0.00	\$0.00
110-7-1	MAILBOX (REMOVE AND RESET)	EA	62	\$ 82.40	\$5,108.80	62.00	\$5,108.80	0.00	\$0.00	62.00	\$5,108.80	100.00%	\$0.00	0.00	\$0.00
120-1	REGULAR EXCAVATION	CY	1,256	\$ 8.80	\$11,052.80	1,256.00	\$11,052.80	0.00	\$0.00	1,256.00	\$11,052.80	100.00%	\$0.00	0.00	\$0.00
120-6	EMBANKMENT	CY	1,997	\$ 13.20	\$26,360.40	4,594.00	\$60,640.80	0.00	\$0.00	4,594.00	\$60,640.80	230.05%	\$0.00	-2,597.00	-\$34,280.40
125-1	EXCAVATION FOR STRUCTURES	CY	1,200	\$ 8.80	\$10,560.00	1,200.00	\$10,560.00	0.00	\$0.00	1,200.00	\$10,560.00	100.00%	\$0.00	0.00	\$0.00
285-704	OPTIONAL BASE GROUP 4 (6" CEMENTED COQUINA)	SY	1,540	\$ 16.50	\$25,410.00	1,470.00	\$24,255.00	0.00	\$0.00	1,470.00	\$24,255.00	95.45%	\$0.00	70.00	\$1,155.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (SP-12.5) ROADWAY APRONS	SY	1,400	\$ 21.53	\$30,142.00	1,385.00	\$29,819.05	0.00	\$0.00	1,385.00	\$29,819.05	98.93%	\$0.00	15.00	\$322.95
400-1-2	CLASS I CONCRETE (ENDWALLS)	CY	30	\$ 605.00	\$18,150.00	30.00	\$18,150.00	0.00	\$0.00	30.00	\$18,150.00	100.00%	\$0.00	0.00	\$0.00
415-1-1	REINFORCEMENT STEEL (ROADWAY)	LBS	780	\$ 2.20	\$1,716.00	780.00	\$1,716.00	0.00	\$0.00	780.00	\$1,716.00	100.00%	\$0.00	0.00	\$0.00
425-1-521	INLETS, (DITCH BOTTOM) (TYPE "C") (<10')	EA	24	\$ 2,200.00	\$52,800.00	24.00	\$52,800.00	0.00	\$0.00	24.00	\$52,800.00	100.00%	\$0.00	0.00	\$0.00
425-1-551	INLETS, (DITCH BOTTOM) (TYPE "B") (<10')	EA	3	\$ 2,725.01	\$8,175.03	3.00	\$8,175.03	0.00	\$0.00	3.00	\$8,175.03	100.00%	\$0.00	0.00	\$0.00
425-2-42	MANHOLE (P7) (>10')	EA	4	\$ 2,800.00	\$11,200.00	4.00	\$11,200.00	0.00	\$0.00	4.00	\$11,200.00	100.00%	\$0.00	0.00	\$0.00
425-5-1	VALVE BOX, ADJUST	EA	13	\$ 80.00	\$1,040.00	13.00	\$1,040.00	0.00	\$0.00	13.00	\$1,040.00	100.00%	\$0.00	0.00	\$0.00
430-174-112	PIPE CULVERT ACMP (ROUND) (12" SD)	LF	1,532	\$ 26.40	\$40,444.80	1,532.00	\$40,444.80	0.00	\$0.00	1,532.00	\$40,444.80	100.00%	\$0.00	0.00	\$0.00
430-174-112A	PIPE CULVERT RCP (ROUND) (12" SD)	LF	870	\$ 38.45	\$33,451.50	870.00	\$33,451.50	0.00	\$0.00	870.00	\$33,451.50	100.00%	\$0.00	0.00	\$0.00
430-174-115	PIPE CULVERT ACMP (ROUND) (15" SD)	LF	206	\$ 35.25	\$7,261.50	206.00	\$7,261.50	0.00	\$0.00	206.00	\$7,261.50	100.00%	\$0.00	0.00	\$0.00
430-174-115A	PIPE CULVERT RCP (ROUND) (15" SD)	LF	355	\$ 35.20	\$12,496.00	355.00	\$12,496.00	0.00	\$0.00	355.00	\$12,496.00	100.00%	\$0.00	0.00	\$0.00
430-174-118	PIPE CULVERT ACMP (ROUND) (18" SD)	LF	120	\$ 38.50	\$4,620.00	120.00	\$4,620.00	0.00	\$0.00	120.00	\$4,620.00	100.00%	\$0.00	0.00	\$0.00
430-174-118A	PIPE CULVERT RCP (ROUND) (18" SD)	LF	324	\$ 44.00	\$14,256.00	324.00	\$14,256.00	0.00	\$0.00	324.00	\$14,256.00	100.00%	\$0.00	0.00	\$0.00
430-174-124	PIPE CULVERT ACMP (ROUND) (24" SD)	LF	217	\$ 53.00	\$11,501.00	217.00	\$11,501.00	0.00	\$0.00	217.00	\$11,501.00	100.00%	\$0.00	0.00	\$0.00
430-174-148	PIPE CULVERT RCP (ROUND) (48" SD)	LF	16	\$ 210.00	\$3,360.00	16.00	\$3,360.00	0.00	\$0.00	16.00	\$3,360.00	100.00%	\$0.00	0.00	\$0.00
430-174-215	PIPE CULVERT RCP (ELLIPTICAL) (23"x14" SD)	LF	26	\$ 77.00	\$2,002.00	26.00	\$2,002.00	0.00	\$0.00	26.00	\$2,002.00	100.00%	\$0.00	0.00	\$0.00
430-984-121	MITERED END SECTION (OPTIONAL ROUND SD) (12")	EA	88	\$ 660.00	\$58,080.00	88.00	\$58,080.00	0.00	\$0.00	88.00	\$58,080.00	100.00%	\$0.00	0.00	\$0.00
430-984-123	MITERED END SECTION (OPTIONAL ROUND SD) (15")	EA	21	\$ 770.00	\$16,170.00	21.00	\$16,170.00	0.00	\$0.00	21.00	\$16,170.00	100.00%	\$0.00	0.00	\$0.00
430-984-125	MITERED END SECTION (OPTIONAL ROUND SD) (18")	EA	14	\$ 990.00	\$13,860.00	14.00	\$13,860.00	0.00	\$0.00	14.00	\$13,860.00	100.00%	\$0.00	0.00	\$0.00
430-984-129	MITERED END SECTION (OPTIONAL ROUND SD) (24")	EA	3	\$ 1,100.00	\$3,300.00	3.00	\$3,300.00	0.00	\$0.00	3.00	\$3,300.00	100.00%	\$0.00	0.00	\$0.00
430-984-623	MITERED END SECTION (ELIPTICAL) (14"x23")	EA	3	\$ 770.00	\$2,310.00	3.00	\$2,310.00	0.00	\$0.00	3.00	\$2,310.00	100.00%	\$0.00	0.00	\$0.00
515-3-1	PIPE HANDRAIL/GUIDERAIL (ALUMINUM)	LF	212	\$ 56.00	\$11,872.00	78.00	\$4,368.00	0.00	\$0.00	78.00	\$4,368.00	36.79%	\$0.00	134.00	\$7,504.00
522-2	CONCRETE SIDEWALK 6" THICK	SY	9,100	\$ 35.50	\$323,050.00	8,692.00	\$308,566.00	0.00	\$0.00	8,692.00	\$308,566.00	95.52%	\$0.00	408.00	\$14,484.00
527-2	DETECTABLE WARNINGS	SF	947	\$ 28.00	\$26,516.00	612.00	\$17,136.00	0.00	\$0.00	612.00	\$17,136.00	64.63%	\$0.00	335.00	\$9,380.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	21,531	\$ 2.07	\$44,569.17	25,450.00	\$52,681.50	0.00	\$0.00	25,450.00	\$52,681.50	118.20%	\$0.00	-3,919.00	-\$8,112.33
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	1,905	\$ 2.80	\$3,429.00	1,848.00	\$3,326.40	0.00	\$0.00	1,848.00	\$3,326.40	97.01%	\$0.00	57.00	\$102.60
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	60	\$ 3.50	\$210.00	280.00	\$980.00	0.00	\$0.00	280.00	\$980.00	466.67%	\$0.00	-220.00	-\$770.00
SUB TOTAL					\$1,024,854.00	SUBTOT	\$1,035,068.18	SUBTOT	\$0.00	SUBTOTAL	\$1,035,068.18	SUBTOTAL	\$0.00	SUBTOTAL	-\$10,214.18

