

**Contractor's Application for Payment**  
**BLUE CYPRESS LAKE ROAD CULVERT**  
**REPLACEMENT**

Application for Payment No. 2.  
 For Work Accomplished through the period of May \_\_\_\_\_ through May 31, 2018

To: Indian River County (OWNER)  
 From: HINTERLAND GROUP, INC. (CONTRACTOR)  
 Project No.: 1758  
 Bid No.: 2018033

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

1.	Original Contract Price:	<b>\$176,000.00</b>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>\$0.00</u>
3.	Current Contract Price (1 plus 2):	<u>\$176,000.00</u>
4.	Total completed and stored to date:	<u>\$93,080.00</u>
5.	Retainage (per Agreement):	
	0% of completed Work:	\$ 0.00
	0% of retainage:	<u>\$ 0.00</u>
	Total Retainage:	<u>\$4,654.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	<u>\$ 88,426.00</u>
7.	Less previous Application for Payments:	<u>\$ 88,426.00</u>
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ 4,654.00</b>

**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;

Contractor's Application for Payment

00622 - 1

2. Updated Construction Schedule per Specification Section 01310, and

Dated 5/29/18

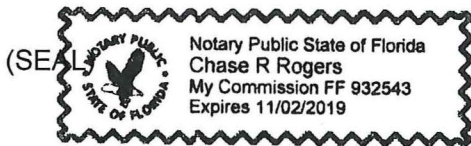
By: [Signature]  
(CONTRACTOR – must be signed by an Officer of the Corporation)

Daniel Duke III, 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 Duke III, 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 29th day of May, 2018.

Daniel Duke III is personally known to me or ~~has produced~~ as identification.



NOTARY PUBLIC: [Signature]  
Printed name: Chase R. Rogers  
Commission No.: FF 932543  
Commission Expiration: 11/02/2019

Please remit payment to:

Contractor's Name: Hinterland Group, Inc.

Address: 2051 W. Blue Heron Blvd.

Riviera Beach, Florida 33404

\*\*\*\*\*

[The remainder of this page was left blank intentionally]

IRC PROJECT NO. IRC-1758  
 BLUE CYPRESS LAKE ROAD CULVERT REPLACEMENT

PAY APP NO. 1

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	\$ 7,500.00	7,500.00	1.00	7,500.00		0.00	1.00	7,500.00	100.00%	0.00	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 6,000.00	6,000.00	1.00	6,000.00		0.00	1.00	6,000.00	100.00%	0.00	0.00	0.00
104-1	EROSION AND WATER POLLUTION CONTROL	1	LS	\$ 3,500.00	3,500.00	1.00	3,500.00		0.00	1.00	3,500.00	100.00%	0.00	0.00	0.00
110-1-1	CLEARING & GRUBBING	1	LS	\$ 4,000.00	4,000.00	1.00	4,000.00		0.00	1.00	4,000.00	100.00%	0.00	0.00	0.00
M1	12" ASPHALT MILLINGS	50	SY	\$ 110.00	5,500.00	50.00	5,500.00		0.00	50.00	5,500.00	100.00%	0.00	0.00	0.00
334-1-13	2" SP-12.5 SUPERPAVE ASPHALTIC CONCRETE	60	SY	\$ 85.00	5,100.00	52.00	4,420.00		0.00	52.00	4,420.00	86.67%	0.00	8.00	680.00
121-70	NON-EXCAVATABLE FLOWABLE FILL (125 PSI)	10	CY	\$ 280.00	2,800.00	12.00	3,360.00		0.00	12.00	3,360.00	120.00%	0.00	-2.00	-560.00
400-4-2	CONCRETE, CLASS IV, ENDWALLS	2	EA	\$ 15,000.00	30,000.00	2.00	30,000.00		0.00	2.00	30,000.00	100.00%	0.00	0.00	0.00
430-175-248	PIPE CULVERT, OTHER SHAPE - ELIP/ARCH, 38"x60 (RCP)	48	LF	\$ 600.00	28,800.00	48.00	28,800.00		0.00	48.00	28,800.00	100.00%	0.00	0.00	0.00
455-133-2	SHEET PILE - STEEL, TEMPORARY (AS NEEDED)	60	LF	\$ 120.00	7,200.00		0.00		0.00	0.00	0.00	0.00%	0.00	60.00	7,200.00
*P-1	BY PASS PUMP AND ASSOCIATED FITTINGS/HOSES, 12" MINIMUM	30	DAY	\$ 120.00	3,600.00		0.00		0.00	0.00	0.00	0.00%	0.00	30.00	3,600.00
<b>MISCELLANEOUS SUB TOTAL</b>					<b>104,000.00</b>		<b>93,080.00</b>		<b>0.00</b>		<b>93,080.00</b>		<b>0.00</b>		<b>10,920.00</b>
	CONTINGENCY/FORCE ACCOUNT	1	LS	\$ 72,000.00	72,000.00		0.00		0.00		0.00		0.00		72,000.00
<b>TOTAL</b>					<b>176,000.00</b>	<b>TOTAL</b>	<b>93,080.00</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>93,080.00</b>	<b>TOTAL</b>	<b>0.00</b>	<b>TOTAL</b>	<b>82,920.00</b>

AMOUNT COMPLETED TO DATE	\$93,080.00
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE	\$93,080.00
RETAINAGE OF WORK COMPLETED AT 5%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$93,080.00
LESS PREVIOUS PAYMENT	\$88,426.00
AMOUNT DUE CONTRACTOR	\$4,654.00

**SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:**

The Surety, \_\_\_\_\_  
Berkley Insurance Company

\_\_\_\_\_, a  
corporation, in accordance with Public Construction Bond Number 0214656, 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

Berkley Insurance Company  
Corporate Surety  
475 Steamboat Road  
Greenwich, CT 06830

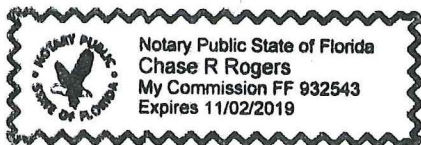
Business Address

BY:   
Print Name: Taylor D. Wagner  
Title: Attorney-in-Fact

(Affix Corporate SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared  
Taylor D. Wagner, to me well known or who produced  
\_\_\_\_\_ as identification, who being by me first duly sworn  
upon oath, says that he/she is the Attorney-in-Fact 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 11 day of  
June, 20 18. \*Berkley Insurance Company



\_\_\_\_\_  
Notary Public, State of FL  
My Commission Expires: 11/2/19

\*\*\*\*\*

[The remainder of this page was left blank intentionally]



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

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: *Daniel F. Wagner or Taylor D. Wagner of Wagner Bonding & Insurance, Inc. of Lakeland, FL* 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, 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

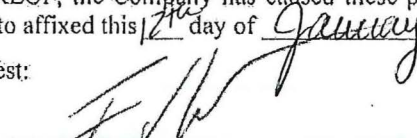
**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature 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 12<sup>th</sup> day of January, 2018.

Attest:

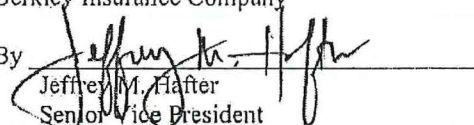
(Seal)

By

  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

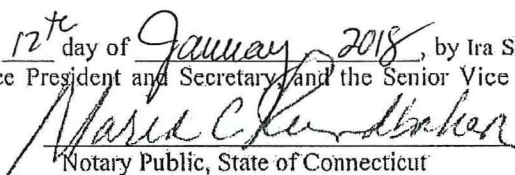
STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12<sup>th</sup> day of January, 2018, by Ira S. Lederman 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  
MY COMMISSION EXPIRES  
APRIL 30, 2019

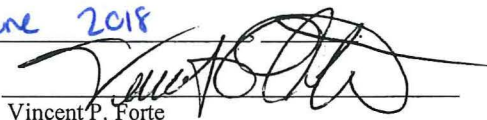
  
Notary Public, State of Connecticut

**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 11 day of June 2018

(Seal)

  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

**FINAL RELEASE OF LIEN**

The undersigned lienor, in consideration of the total payment in the amount of \$ 8,082.03 hereby waives and releases its lien and right to claim a lien for labor,

services or materials furnished to: Hinterland Group, Inc.

For the following project:

Purchase Order # 18-0007-00  
Job Description Indian River - Blue Cypress Lake Road Culvert Replacement

Dated on this 17 day of September 2018.

Ferguson  
(Lienor's Name)

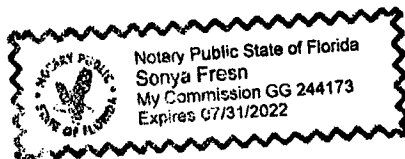
[Signature]  
(Signed by)

Charlyn Swagoff  
(Print Name & Title of Person Executing on Behalf of Lienor)  
Credit Assistant

STATE OF FLORIDA  
COUNTY OF

Sworn to and subscribed before me this 17 day of September 2018, a Notary Public appeared Charlyn Swagoff the Credit Assistant of Ferguson Enterprises who acknowledged that he/she executed the above Final Release of Lien on behalf of the Corporation and its free act deed.

Notary Public [Signature]  
My Commission Expires \_\_\_\_\_



FINAL RELEASE OF LIEN



The undersigned lienor, in consideration <sup>and upon receipt</sup> of the total payment in the amount of \$ 7,414.88 hereby waives and releases its lien and right to claim a lien for labor,

services or materials furnished to: Hinterland Group Inc.

For the following project:  
Purchase Order # 18-0007-00  
Job Description Indian River - Blue Cypress Lake Road Culvert Replacement

Dated on this 5th day of June 2018.

Oldcastle Precast, Inc.

(Lienor's Name)

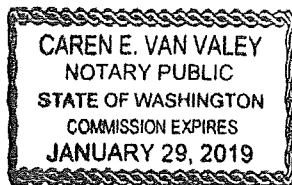
(Signed by)

Samantha Hardy-Jennings, Credit Specialist  
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF ~~FLORIDA~~ Washington  
COUNTY OF King

Sworn to and subscribed before me this 5th day of June 2018, a Notary Public appeared Samantha Hardy-Jennings the Credit Specialist of Oldcastle Precast who acknowledged that ~~he~~she executed the above **Final Release of Lien** on behalf of the Corporation and its free act deed.

Notary Public Caren E. VanValey  
My Commission Expires 1/29/2019



FINAL RELEASE OF LIEN



The undersigned lienor, in consideration of the total payment in the amount of \$ 3,895.65 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to: Hinterland Group Inc.

For the following project:  
Purchase Order # 18-0007-00  
Job Description Indian River - Blue Cypress Lake Road Culvert Replacement

Dated on this 05 day of June 2018.

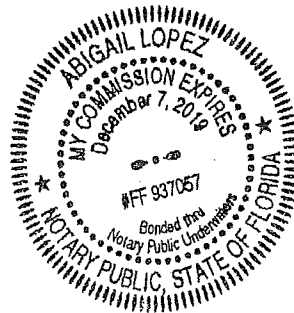
Allied Trucking of Palm Beach LC  
(Lienor's Name)

[Signature]  
(Signed by)  
Victor Moscoso  
V.P. of Collection & Operation  
(Print Name & Title of Person Executing on Behalf of Lienor)

STATE OF FLORIDA  
COUNTY OF Palm Beach

Sworn to and subscribed before me this 05 day of June 2018, a Notary Public appeared Victor Moscoso the V.P. of Coll & Oper of Allied Trucking of PB LC who acknowledged that he executed the above Final Release of Lien on behalf of the Corporation and its free act deed.

Notary Public [Signature]  
My Commission Expires \_\_\_\_\_







**FINAL WAIVER AND RELEASE**

The undersigned lienor, in consideration of the final payment in the amount of \$1470.20 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **HUNTERLAND GROUP INC.**, on the job of INDIAN RIVER COUNTY (owner), located on the following described property:

BLUE CYPRESS LAKE, VERO BEACH, FL 32961; INDIAN RIVER COUNTY

This release is contingent upon receipt of the funds stated herein and clearance of the funds by the drawee bank, otherwise this release of lien is void.

DATED on JUNE 5, 2018

Lienor's Name: CEMEX Construction Materials Florida, LLC  
1001 JUPITER PARK DRIVE SUITE: 108  
JUPITER, FL 33458

By:   
GINA ANOCETO  
CREDIT REPRESENTATIVE

The foregoing instrument was signed in my presence this date of JUNE 5, 2018 by GINA ANOCETO 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



3148665-14577461

4

