

**SECTION 00622 - Contractor's Application for Payment  
Gifford Neighborhood 45<sup>th</sup> Street Beautification Project**

*whl 11/10*

Application for Payment No. 12rev  
For Work Accomplished through the period of 06/26/16 through 10/25/16

To: Indian River County (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR) SUNSHINE LAND DESIGN, INC.  
Bid No.: 2015040  
Project No.: 1506

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

1.	Original Contract Price:	\$ 1,306,877.14
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ 626,472.87
3.	Current Contract Price (1 plus 2):	\$ 1,933,350.01
4.	Total completed and stored to date:	\$ 1,812,084.29
5.	Retainage (per Agreement):	
	_____ % of completed Work:	
	_____ % of retainage:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ 1,812,084.29
7.	Less previous Application for Payments:	\$ 1,653,505.95
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	\$ 158,578.34

**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;

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Gifford Neighborhood 45<sup>th</sup> Street Beautification Project**

RECEIVED  
NOV 28 2016  
BY:

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471-206000-16503 \$15,498.72  
AW 11/29/16  
CME 11-28-16  
VB 11/29/16

00622 - Contractor's Application for Payment - 03-10 rev

00622 - 1

2. Updated Construction Schedule per Specification Section 01310, and

Dated 08/02/2016

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 INDIAN RIVER

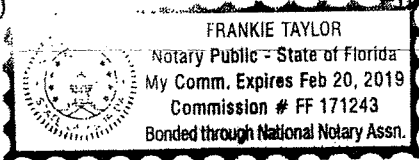
Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared MARGARET FENTON, who being by me first duly sworn upon oath, says that he/she is the VICE PRESIDENT of the CONTRACTOR mentioned above and that he/she has been duly authorized to act on behalf of it, and that he/she 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 02 day of AUGUST, 2016.

MARGARET FENTON is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC: *Frankie Taylor*

(SEAL)

Printed name: \_\_\_\_\_



Commission No.: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_

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

The Surety, WESTFIELD INSURANCE COMPANY

\_\_\_\_\_, a corporation, in accordance with Public Construction Bond Number 6086211, 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:

[Signature]  
Secretary

WESTFIELD INSURANCE COMPANY  
Corporate Surety  
One Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001

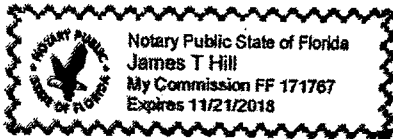
Business Address

BY: [Signature]  
Print Name: Joseph E. Coons  
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 Joseph E. Coons, 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 Westfield Insurance Co. and that he/she has been authorized by Westfield Insurance Co. to approve payment by the OWNER to the CONTRACTOR of the foregoing Contractor's Application for Payment. Subscribed and sworn to before me this 19th day of July, 2016.



[Signature]  
Notary Public, State of FL  
My Commission Expires: 11-21-18

\*\*\*\*\*

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General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**CABOT W. LORD, JOSEPH E. COONS, JOINTLY OR SEVERALLY**

of PALM CITY and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXEMPT NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Dennis P. Baus*

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of July A.D. 2016



*Frank A. Carrino*  
**Frank A. Carrino, 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 \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_

\_\_\_\_\_  
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):

MASCHMEYER CONCRETE - DUE TO INCORRECT PRODUCT, THE ORIGINAL CONCRETE SUPPLIER WAS NOT PAID FOR TWO LOADS OF CONCRETE. ALL OTHER MONIES DUE TO MASCHMEYER HAVE BEEN PAID. WE HAVE REQUESTED A FINAL RELEASE OF LIEN BUT HAVE NOT RECEIVED IT TO DATE.

**SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION  
OF THE WORK**

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: Gifford Neighborhood 45<sup>th</sup> Street Beautification Project

IRC PROJECT NO: 1506

STATE OF Florida  
COUNTY OF Martin

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes Sunshine Land Design Inc., who on oath says: That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the 10 day of August, 2015, enter into a contract for the performance of certain work, more particularly described as follows:

Gifford 45<sup>th</sup> St. Beautification Project 1506

UNDER PENALTY OF PERJURY, affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all liens of all firms and individuals contracting directly with or directly employed by such CONTRACTOR have been paid in full EXCEPT:

Name	Description/Amount
<u>Maschmeyer Concrete</u>	_____

who have not been paid and who are due the amount set forth.

Affiant further says that:

1. CONTRACTOR has reviewed the Contract Documents.
2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.
3. CONTRACTOR has completed the Work in accordance with the Contract Documents.
4. All equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

00632-1



5. The Work is complete and ready for final acceptance by the OWNER.
6. CONTRACTOR hereby certifies that it has no claims against the OWNER.

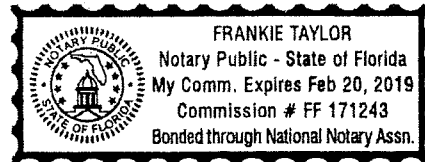
(Corporate Seal)

Sunshine Land Design Inc.  
(Contractor)

By: Marg Fenton  
Margaret Fenton, V.P.

Subscribed and sworn to before me this 2 day of August, 2016.

Frankie Taylor  
Notary Public State of Florida at Large  
My Commission expires: \_\_\_\_\_



++ END OF SECTION ++

00632-2

PLEASE REMIT TO:  
SUNSHINE LAND DESIGN  
3291 SE LIONEL TERRACE  
STUART, FL 34997

PROJECT NAME: Gilford Neighborhood 45th Street Beautification Project  
Project No. 1506

JOB # 9870  
PER. BEGIN 6/26/2016  
PER END 10/25/2016

PAYMENT APPLICATION NO. 12 (FINAL)

ITEM #	ITEM	QUANTITY UNIT		SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		MATERIALS STORED	BALANCE TO FINISH		
		QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL		%	QUANTITY	TOTAL
101-1	MOBILIZATION	1	LS	\$ 94,100.00	\$ 94,100.00	1	\$ 94,100.00		\$ -	1.00	\$ 94,100.00	100%	\$ -	0.00	\$ -
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 53,842.80	\$ 53,842.80	1	\$ 53,842.80		\$ -	1.00	\$ 53,842.80	100%	\$ -	0.00	\$ -
104-1	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	1	LS	\$ 26,002.50	\$ 26,002.50	1	\$ 26,002.50		\$ -	1.00	\$ 26,002.50	100%	\$ -	0.00	\$ -
108-1	RECORD DRAWINGS / AS-BUILT DRAWINGS	1	LS	\$ 5,775.00	\$ 5,775.00		\$ -	1.00	\$ 5,775.00	1.00	\$ 5,775.00	100%	\$ -	0.00	\$ -
108-2	SURVEY CONTROL (INSTALL / RE-ESTABLISH)	1	LS	\$ 5,775.00	\$ 5,775.00	1	\$ 5,775.00		\$ -	1.00	\$ 5,775.00	100%	\$ -	0.00	\$ -
108-3	AERIAL PHOTOGRAPHY (4 PANELS/FLIGHT EVERY 30 DAYS)	1	LS	\$ 6,930.00	\$ 6,930.00	1	\$ 6,930.00		\$ -	1.00	\$ 6,930.00	100%	\$ -	0.00	\$ -
110-1-1	CLEARING & GRUBBING	1	LS	\$ 29,693.95	\$ 29,693.95	1	\$ 29,693.95		\$ -	1.00	\$ 29,693.95	100%	\$ -	0.00	\$ -
120-1	EXCAVATION	2,740	CY	\$ 6.17	\$ 16,905.80	2630	\$ 16,227.10		\$ -	2630.00	\$ 16,227.10	96%	\$ -	110.00	\$ 678.70
162-1-12	PREPARED SOIL LAYER (3")	7,490	SY	\$ 0.72	\$ 5,395.20	7490	\$ 5,395.20		\$ -	7490.00	\$ 5,395.20	100%	\$ -	0.00	\$ -
285-714	OPTIONAL BASE GROUP 14	7,474	SY	\$ 20.71	\$ 154,785.54	7210	\$ 149,319.10		\$ -	7210.00	\$ 149,319.10	96%	\$ -	264.00	\$ 5,467.44
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1")	24,900	SY	\$ 1.54	\$ 38,346.00	24900	\$ 38,346.00		\$ -	24900.00	\$ 38,346.00	100%	\$ -	0.00	\$ -
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE TYPE SP-9.5 (TRAFFIC C)(1")	1,750	TN	\$ 127.82	\$ 223,685.00	2135.65	\$ 272,978.78		\$ -	2135.65	\$ 272,978.78	122%	\$ -	-385.65	\$ (49,293.78)
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE TYPE SP-12.5 (TRAFFIC C)(1.5")	571	TN	\$ 125.28	\$ 71,534.88	613	\$ 76,796.64		\$ -	613.00	\$ 76,796.64	107%	\$ -	-42.00	\$ (5,261.76)
425-5-1	MANHOLE (ADJUST)	7	EA	\$ 258.88	\$ 1,812.16	7	\$ 1,812.16		\$ -	7.00	\$ 1,812.16	100%	\$ -	0.00	\$ -
425-6	VALVE BOX (ADJUST)	15	EA	\$ 597.88	\$ 8,968.20	15	\$ 8,968.20		\$ -	15.00	\$ 8,968.20	100%	\$ -	0.00	\$ -
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	1,264	LF	\$ 18.35	\$ 23,194.40	1330	\$ 24,405.60		\$ -	1330.00	\$ 24,405.60	105%	\$ -	-66.00	\$ (1,211.10)
522-2	SIDEWALK & DRIVEWAYS (6" THICK)	1,341	SY	\$ 54.60	\$ 73,218.60	1284.6	\$ 70,139.16		\$ -	1284.60	\$ 70,139.16	96%	\$ -	56.40	\$ 3,079.44
527-2	DETECTABLE WARNING DOMES	218	SF	\$ 25.48	\$ 5,554.64	277	\$ 7,057.96		\$ -	277.00	\$ 7,057.96	127%	\$ -	-59.00	\$ (1,503.32)
570-1-2	PERFORMANCE TURF - SOD (BAHIA) (INCLUDES: TOP SOIL, FERTILIZER, AND	11,000	SY	\$ 3.56	\$ 39,160.00	8625	\$ 30,705.00		\$ -	8625.00	\$ 30,705.00	78%	\$ -	2375.00	\$ 8,455.00
580-1A	SYLVESTER DATE PALM (10'-12' C.T.)	21	EA	\$ 3,097.50	\$ 65,047.50	21	\$ 65,047.50		\$ -	21.00	\$ 65,047.50	100%	\$ -	0.00	\$ -
580-1B	LIVE OAK (18"-8" HEIGHT X 7'-8" SPREAD)	23	EA	\$ 485.28	\$ 11,151.44	23	\$ 11,151.44		\$ -	23.00	\$ 11,151.44	100%	\$ -	0.00	\$ -
580-1C	SILVER BUTTONWOOD (10'-12' HEIGHT, 6'-8" SPREAD)	34	EA	\$ 419.00	\$ 14,046.00	34	\$ 14,042.00		\$ -	34.00	\$ 14,042.00	100%	\$ -	0.00	\$ -
580-1D	LIGUSTRUM TREE (8'-10' HT, 6'-8" SPREAD)	50	EA	\$ 679.25	\$ 33,962.50	56	\$ 38,038.00		\$ -	56.00	\$ 38,038.00	112%	\$ -	-6.00	\$ (4,075.50)
580-1E	SIMPSON'S STOPPER (10' OVERALL HEIGHT)	22	EA	\$ 361.38	\$ 7,950.36	21	\$ 7,588.98		\$ -	21.00	\$ 7,588.98	95%	\$ -	1.00	\$ 361.38
580-1F	FLORIDA THATCH PALM (10' OVERALL HEIGHT)	55	EA	\$ 413.00	\$ 22,715.00	55	\$ 22,715.00		\$ -	55.00	\$ 22,715.00	100%	\$ -	0.00	\$ -
580-1G	TEXAS SAGE (20"X20")	1,351	EA	\$ 10.33	\$ 13,953.83	1038	\$ 10,722.54		\$ -	1038.00	\$ 10,722.54	77%	\$ -	313.00	\$ 3,233.29
580-1H	DWARF FAKAHATCHEE (24"X24")	791	EA	\$ 8.26	\$ 6,533.66	639	\$ 5,278.14		\$ -	639.00	\$ 5,278.14	81%	\$ -	152.00	\$ 1,255.52
580-2	PINE STRAW MULCH (TEMPORARY)	125	CY	\$ 56.61	\$ 7,076.25	125	\$ 7,076.25		\$ -	125.00	\$ 7,076.25	100%	\$ -	0.00	\$ -
700-20-11	SINGLE POST SIGN (RELOCATE)	27	EA	\$ 2,569.88	\$ 69,386.76	27	\$ 69,386.76		\$ -	27.00	\$ 69,386.76	100%	\$ -	0.00	\$ -
705-3	RETRO-REFLECTIVE PAVEMENT MARKERS	380	EA	\$ 4.21	\$ 1,580.80		\$ -	412.00	\$ 1,734.52	412.00	\$ 1,734.52	108%	\$ -	-32.00	\$ (134.72)
711-11-121	SOLID TRAFFIC STRIPE (6" THERMO)(WHITE)	9,022	LF	\$ 1.10	\$ 9,924.20		\$ -	10300.00	\$ 11,330.00	10300.00	\$ 11,330.00	114%	\$ -	-1278.00	\$ (1,405.80)
711-11-123	SOLID TRAFFIC STRIPE (12" THERMO)(WHITE)	1,354	LF	\$ 2.37	\$ 3,161.58		\$ -	1561.00	\$ 3,699.57	1561.00	\$ 3,699.57	117%	\$ -	-227.00	\$ (537.99)
711-11-125	SOLID TRAFFIC STRIPE (24" THERMO)(WHITE)	819	LF	\$ 5.54	\$ 4,537.26		\$ -	320.00	\$ 1,772.80	320.00	\$ 1,772.80	39%	\$ -	498.00	\$ 2,764.46
711-11-151	TRAFFIC STRIPE (6"X4 SKIP)(THERMO)(WHITE)	850	LF	\$ 1.76	\$ 1,495.00		\$ -	1014.00	\$ 1,784.64	1014.00	\$ 1,784.64	119%	\$ -	-164.00	\$ (288.64)
711-11-152	TRAFFIC STRIPE (6"X6 SKIP)(THERMO)(WHITE)	360	LF	\$ 1.76	\$ 633.60		\$ -	448.00	\$ 793.48	448.00	\$ 793.48	124%	\$ -	-88.00	\$ (154.88)
711-11-160A	THERMO (WHITE)(PAVEMENT MESSAGE)(BICYCLE)	28	EA	\$ 236.78	\$ 6,629.84		\$ -	26.00	\$ 6,156.28	26.00	\$ 6,156.28	100%	\$ -	0.00	\$ -
711-11-160B	THERMO (WHITE)(PAVEMENT MESSAGE)(SCHOOL)	2	EA	\$ 231.00	\$ 462.00		\$ -	3.00	\$ 693.00	3.00	\$ 693.00	150%	\$ -	-1.00	\$ (231.00)
711-11-170	THERMO (WHITE)(DIRECTIONAL ARROW)	25	EA	\$ 87.78	\$ 2,194.50		\$ -	30.00	\$ 2,633.40	30.00	\$ 2,633.40	120%	\$ -	-5.00	\$ (438.90)
711-11-221	SOLID TRAFFIC STRIPE (6" THERMO)(YELLOW)	6,932	LF	\$ 1.10	\$ 7,625.20		\$ -	7370.00	\$ 8,107.00	7370.00	\$ 8,107.00	106%	\$ -	-438.00	\$ (481.80)
711-11-224	SOLID TRAFFIC STRIPE (18" THERMO)(YELLOW)	66	LF	\$ 4.10	\$ 270.60		\$ -	90.00	\$ 369.00	90.00	\$ 369.00	136%	\$ -	-24.00	\$ (98.40)
711-11-251	TRAFFIC STRIPE (6"X10-130 SKIP)(THERMO)(YELLOW)	5,005	LF	\$ 1.31	\$ 6,556.55		\$ -	5569.00	\$ 7,295.39	5569.00	\$ 7,295.39	111%	\$ -	-564.00	\$ (738.84)
801	TRENCH SAFETY COMPLIANCE (OVER 5')	1	LS	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ -	1.00	\$ 100.00	100%	\$ -	0.00	\$ -
802	TRENCH SAFETY COMPLIANCE (SHORING)	1	LS	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ -	1.00	\$ 100.00	100%	\$ -	0.00	\$ -
803	PUBLIC CONSTRUCTION BOND	1	LS	\$ 26,000.00	\$ 26,000.00	1	\$ 26,000.00		\$ -	1.00	\$ 26,000.00	100%	\$ -	0.00	\$ -
<b>SUBTOTAL</b>					\$ 1,206,877.14		\$ 1,195,299.26		\$ 52,139.08		\$ 1,247,438.34	103%	\$ -	\$ (40,561.20)	
<b>FORCE ACCOUNT</b>		1	LS	\$ 100,000.00	\$ 100,000.00		\$ -		\$ -		\$ -		\$ -	\$ 52,263.94	
WCD#1	CONSTRUCT NEW INLET TOP COLLAR AND ADJUSTMENT	1	LS	\$ 2,237.33	\$ 2,237.33	1	\$ 2,237.33		\$ -	1.00	\$ 2,237.33	100%	\$ -	\$ -	
WCD#2	REMOVAL OF BURIED CONCRETE	652	SF	\$ 2.60	\$ 1,695.20	732	\$ 1,903.20		\$ -	732.00	\$ 1,903.20	112%	\$ -	\$ -	
WCD#3	REPLACED CORRODED CMP	1	LS	\$ 8,314.10	\$ 8,314.10	1	\$ 8,314.10		\$ -	1.00	\$ 8,314.10	100%	\$ -	\$ -	
WCD#4	REMOVAL OF BURIED CONCRETE	1,810	SF	\$ 2.60	\$ 4,706.00	1810	\$ 4,706.00		\$ -	1810.00	\$ 4,706.00	100%	\$ -	\$ -	
WCD#5	RELOCATION OF LANDSCAPE TREES	45	EA	\$ 75.00	\$ 3,375.00	45	\$ 3,375.00		\$ -	45.00	\$ 3,375.00	100%	\$ -	\$ -	
WCD#6	28th COURT - ROAD PROFILING	1	LS	\$ 1,290.00	\$ 1,290.00	1	\$ 1,290.00		\$ -	1.00	\$ 1,290.00	100%	\$ -	\$ -	
WCD#7	28th COURT - MODIFICATION OF SIDE SWALE	1	LS	\$ 180.00	\$ 180.00	1	\$ 180.00		\$ -	1.00	\$ 180.00	100%	\$ -	\$ -	
WCD#8	REPLACE EXISTING BUS STOP CONNECTION	1	LS	\$ 767.20	\$ 767.20	1	\$ 767.20		\$ -	1.00	\$ 767.20	100%	\$ -	\$ -	
WCD#9	CONCRETE REMOVAL - F CURB AND DOLLAR GENERAL	2,706	SF	\$ 2.60	\$ 7,035.60	2706	\$ 7,035.60		\$ -	2706.00	\$ 7,035.60	100%	\$ -	\$ -	
WCD#10	ADDITIONAL BOND PREMIUM & RR CROSSING PVMT MESSAGE	1	LS	\$ 12,161.96	\$ 12,161.96		\$ -	1.00	\$ 12,161.96	1.00	\$ 12,161.96	100%	\$ -	\$ -	
WCD#11	RESTORATION OF DAMAGED LANDSCAPE AS A RESULT OF HURRICANE	1	LS	\$ 5,765.67	\$ 5,765.67		\$ -	1.00	\$ 5,765.67	1.00	\$ 5,765.67	100%	\$ -	\$ -	
CO.1	REPLACE FIVE EXISTING METAL CROSS DRAIN PIPES AND ASSOCIATED DRAINAGE STRUCTURES - SEE ATTACHED BREAKDOWN.	1	LS	\$ 313,783.32	\$ 313,783.32	0.65	\$ 205,450.40	0.01	\$ 1,485.00	0.66	\$ 206,935.40	66%	\$ -	0.34	\$ 108,847.92
CO.2	REPLACE EXISTING AC WATERMAIN ALONG 45TH STREET.	1	LS	\$ 266,301.92	\$ 266,301.92	1	\$ 266,301.92		\$ -	1.00	\$ 266,301.92	100%	\$ -	0.00	\$ -
CO.3	REPLACE EXISTING AC WATERMAIN ALONG 45TH STREET FROM WEST TERMINUS TO 40TH AVENUE. - SEE ATTACHED BREAKDOWN.	1	LS	\$ 46,387.63	\$ 46,387.63	0.94	\$ 43,672.57		\$ -	0.94	\$ 43,672.57	94%	\$ -	0.06	\$ 2,715.06
<b>GRAND TOTAL</b>					\$ 1,933,350.01		\$ 1,740,532.58		\$ 71,551.71		\$ 1,812,084.29	94%	\$ -	\$ 121,265.72	

\$ 1,740,532.58	\$ 1,812,084.29	AMOUNT COMPLETED TO DATE: \$ 1,812,084.29
\$ 1,812,084.29		MATERIALS STORED TO DATE: \$
		SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE: \$ 1,812,084.29
		RETAINAGE AT 5%:
		TOTAL COMPLETED AND STORED LESS RETAINAGE: \$ 1,812,084.29
		LESS PREVIOUS PAYMENT: \$ 1,653,285.95
		LESS DEBIT MEMO(S): \$ 220.00
		AMOUNT DUE TO CONTRACTOR: \$ 158,578.34

Schedule of Values

SCHEDULE 1

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

PROJECT NAME: IRC- GIFFORD NIEGHBORHOOD 45<sup>TH</sup> STREET

Know all men by these presents, that the undersigned Greg Hampton,  
(NAME)

Controller of Blue Goose Construction Lienor, in consideration  
(TITLE) (COMPANY NAME)

of the final payment in the amount of 10.00, hereby waives and

releases its lien for labor, services, or materials furnished to and under an order

given by SUNSHINE LAND DESIGN, INC. on the project of

\_\_\_\_\_ owned by \_\_\_\_\_

to the following property:

IRC\_45<sup>TH</sup> STREET GIFFORD NEIGHBORHOOD BEAUTIFICATION  
BOND No. 6086211  
INDIAN RIVER COUNTY, FLORIDA

DATED this 11 day of July, 2016.

WITNESS:

[Signature]

COMPANY: Blue Goose Construction

BY: [Signature]

PRINT NAME: GREG HAMPTON

TITLE: Controller

STATE OF FLORIDA  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 11 day of  
July, 2016, by Greg Hampton of  
\_\_\_\_\_, who is personally known to me or has/have produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

My Commission Expires:



Cecilia Rose Hein  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF244986  
Expires 6/28/2019

[Signature]  
Notary Public, State of Florida

35072  
210448  
35838

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

PROJECT NAME: IRC-GIFFORD NEIGHBORHOOD 45<sup>TH</sup> STREET

Know all men by these presents, that the undersigned LARRY GREEN  
(NAME)  
V.P. of Complete Striping  
(TITLE) (COMPANY NAME) Lienor, in consideration

of the final payment in the amount of 750.00, hereby waives and releases its lien for labor, services, or materials furnished to and under an order

given by SUNSHINE LAND DESIGN, INC. on the project of

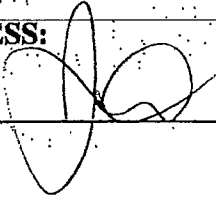
owned by \_\_\_\_\_

to the following property:

INDIAN RIVE COUNTY 45<sup>TH</sup> STREET BEAUTIFICATION  
BOND No. 6086211  
INDIAN RIVER COUNTY, FLORIDA

DATED this 2<sup>nd</sup> day of FEB., 2016.

WITNESS:



COMPANY: Complete Striping & Signage LLC

BY:

PRINT NAME: LARRY GREEN

TITLE: V.P.

STATE OF FLORIDA  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 2016, by LARRY GREEN of COMPLETE STRIPING & SIGNAGE, who is personally known to me or has/have produced FLORIDA DRIVER'S LICENSE as identification and who did/did not take an oath.

My Commission Expires:

07/16/2019

Notary Public, State of Florida



Scott W. Malcom  
State of Florida  
My Commission Expires 07/16/2019  
Commission No. FF 900679

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

PROJECT NAME: IRC- GIFFORD NIEGHBORHOOD 45<sup>TH</sup> STREET

Know all men by these presents, that the undersigned Kevin Martin (NAME)  
Credit Manager of Ferguson Enterprises (TITLE) (COMPANY NAME) Lienor, in consideration  
of the final payment in the amount of 798.75, hereby waives and  
releases its lien for labor, services, or materials furnished to and under an order  
given by SUNSHINE LAND DESIGN, INC. on the project of  
\_\_\_\_\_ owned by \_\_\_\_\_

to the following property:

IRC\_ 45<sup>TH</sup> STREET GIFFORD NEIGHBORHOOD BEAUTIFICATION  
BOND No. 6086211  
INDIAN RIVER COUNTY, FLORIDA

DATED this 5 day of July, 2016

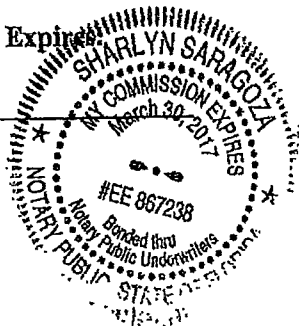
WITNESS:

COMPANY: Ferguson Enterprises  
BY: Kevin Martin  
PRINT NAME: Kevin Martin  
TITLE: Credit Manager

STATE OF FLORIDA  
County of HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5 day of  
July, 2016, by Kevin Martin of  
Ferguson, who is personally known to me or has/have produced  
as identification and who did/did not take an oath.

My Commission Expires



[Signature]  
Notary Public, State of Florida

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

PROJECT NAME: IRC- GIFFORD NIEGHBORHOOD 45<sup>TH</sup> STREET

Know all men by these presents, that the undersigned Reid Wheeler  
(NAME)  
Manager of Neff Rental (COMPANY NAME) Lienor, in consideration  
(TITLE)  
of the final payment in the amount of 10.00, hereby waives and  
releases its lien for labor, services, or materials furnished to and under an order  
given by SUNSHINE LAND DESIGN, INC. on the project of  
\_\_\_\_\_ owned by \_\_\_\_\_  
to the following property:

IRC\_45<sup>TH</sup> STREET GIFFORD NEIGHBORHOOD BEAUTIFICATION  
BOND No. 6086211  
INDIAN RIVER COUNTY, FLORIDA

DATED this 11 day of July, 2016.

WITNESS:

*[Handwritten signature]*

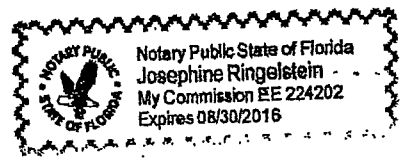
COMPANY: Neff Rental  
BY: [Handwritten signature]  
PRINT NAME: Reid Wheeler  
TITLE: Manager

STATE OF FLORIDA  
County of Palm Beach

The foregoing instrument was acknowledged before me this 11 day of  
July, 2016, by Reid Wheeler of  
\_\_\_\_\_, who is personally known to me or has/have produced  
as identification and who did/did not take an oath.

My Commission Expires:  
8/30/2016

*[Handwritten signature]*  
Notary Public, State of Florida



STATUTORY  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned, in consideration of the final payment in the amount of **\$10.00**, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to **SUNSHINE LAND DESIGN, INC.** on the job of **IRC - GIFFORD NEIGHBORHOOD 45<sup>TH</sup> STREET** for improvements to the following described project:  
**IRC 45<sup>TH</sup> STREET GIFFORD NEIGHBORHOOD BEAUTIFICATION**  
**BOND NO. 6086211**  
**INDIAN RIVER COUNTY, FLORIDA**

DATED on **July 11, 2016**

Lienor's Name: NORTRAX INC

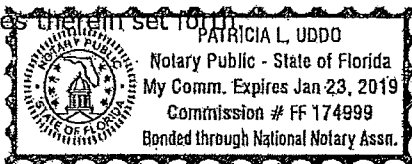
Address: 4042 Park Oaks Blvd, STE 200

Tampa, FL 33610

By: \_\_\_\_\_

Printed Name: Petal Thomas

The foregoing instrument was acknowledged before me this **11<sup>TH</sup>** day of **July, 2016** by **Petal Thomas** as Credit Admin of Nortrax, Inc. who is known to me and who has acknowledged before me that she executed the foregoing instrument for the uses and purposes therein set forth.



\_\_\_\_\_ P. Uddo

Notary Public

**NOTE: This is a statutory form prescribed by Section 713.23 and 255.05, Florida Statutes. Effective October 1, 1996 and October 1, 1997, respectively, a person may not require a Lienor to furnish a waiver or release of lien that is different from this statutory form.**

Location: A86315078

JUL 07 2016

BY: [Signature]

WAIVER AND RELEASE OF LIEN FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 paid by check No # 109375 hereby waives and releases its lien and right to claim a lien for labor, services or materials to SUNSHINE LAND DESIGN INC on the job of (owner) INDIAN RIVER COUNTY

on the following described property:

45 STREET VERO BEACH  
PORT OF PUBLIC LAND IN THE VIC/AREA OF 45TH ST,  
CONST OF 5 FT PAVED SHOULDERS, SIDEWALK, CURBING,  
GUTTER & LANDSCAPE, INDIAN RIVER COUNTY, FL,  
BOND#6086211

Dated on Jul-05-2016

Central Concrete Supermix, Inc.

4300 SW 74 Avenue  
Miami, Florida 33155  
Telephone: (305) 264-5334  
Facsimile: (305) 266-8002

BY Manuel Sanchez

This document was acknowledged before me this 5 day of July 2016 by

**Manuel Sanchez**  
Credit Manager

who is personally known to me and who did take an oath.

[Signature]

Signature of Notary Public



Fatima Cordero  
COMMISSION # FF201300  
EXPIRES: Feb. 19, 2019  
WWW.AARONNOTARY.COM