

**SECTION 00622 - Contractor's Application for Payment
(CR510) 85TH STREET RIGHT TURN LANE EXTENSION AT 66TH AVENUE**

Application for Payment No. 2
For Work Accomplished through the period of 08/01/2018 through 09/30/2018.

To: Indian River County (OWNER)
From: Mancil's Tractor Service, Inc. (CONTRACTOR)
Project No.: IRC-1745
Bid No.: 2018039

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

1.	Original Contract Price:	<u>\$151,016.30</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>\$0.00</u>
3.	Current Contract Price (1 plus 2):	<u>\$151,016.30</u>
4.	Total completed and stored to date:	<u>\$127,726.03</u>
5.	Retainage (per Agreement):	
	100% of completed Work:	
	0% of retainage:	<u>\$0.00</u>
	Total Retainage:	<u>\$0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	<u>\$127,726.03</u>
7.	Less previous Application for Payments:	<u>\$121,339.73</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$6,386.30</u>

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;

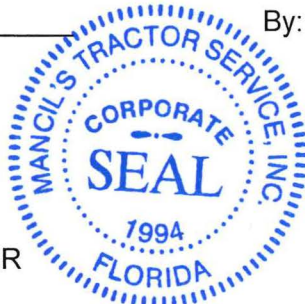
2. Updated Construction Schedule per Specification Section 01310, and

Dated 10/05/2018

By:

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

Myra Smith, 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 Myra Smith, who being by me first duly sworn upon oath, says that 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 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 5th day of October, 2018.

Myra Smith, Vice President is personally known to me.

NOTARY PUBLIC:

(SEAL)

Printed name: Wanda Sue Smart

Commission No.: GG200367

Commission Expiration: 04/25/2022



WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Please remit payment to:

Contractor's Name: Mancil's Tractor Service, Inc.

Address: 8530 SW Jayme Way
Palm City, FL 34990

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SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, North America Specialty Insurance Company

_____, a
corporation, in accordance with Public Construction Bond Number 2269621,
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

North America Specialty Insurance Company
Corporate Surety
650 Elm Street
Manchester, NH 03101

Business Address

BY: *Ka*
Print Name: Kevin Wojtowicz
Title: Attorney-in-Fact Bond No. 2269621

(Affix Corporate SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared
Kevin Wojtowicz, 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 North American Specialty Insurance
Company and that he/she has been authorized by North American Specialty Insurance
Company 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 8th day of
October, 2018.



Jennifer Butterfield
Notary Public, State of _____
My Commission Expires: _____

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SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN R. NEU, LAURA D. MOSHOLDER, KEVIN WOJTOWICZ, DANIEL OAKS and DAVID HOOVER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

[Signature of Steven P. Anderson]

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

[Signature of Mike A. Ito]



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of July, 2017.

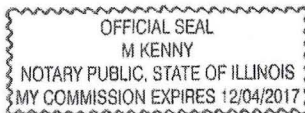
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 26th day of July, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of M. Kenny]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of October, 2018.

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 10-16-2018



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 10-17-18



SIGNATURE

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ATTACHMENT A

- 1. List of all subcontractors, laborers, materialmen and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):**

None _____

- 2. List of all subcontractors, laborers, materialmen and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):**

None _____

Item No.	Description	UNIT	QTY	SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS	BALANCE TO FINISH	
				Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount		STORED	QUANTITY	Amount
101-1	MOBILIZATION	LS	1	45,000.00	45,000.00	1.00	45,000.00	0.00	0.00	1.00	45,000.00	100.00%	0.00	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	3,933.60	3,933.60	1.00	3,933.60	0.00	0.00	1.00	3,933.60	100.00%	0.00	0.00	0.00
104-10-3	SEDIMENT BARRIER	LF	420	1.50	630.00	420.00	630.00	0.00	0.00	420.00	630.00	100.00%	0.00	0.00	0.00
110-1-1	CLEARING AND GRUBBING	LS	1	831.00	831.00	1.00	831.00	0.00	0.00	1.00	831.00	100.00%	0.00	0.00	0.00
120-1	REGULAR EXCAVATION	LS	1	6,500.00	6,500.00	1.00	6,500.00	0.00	0.00	1.00	6,500.00	100.00%	0.00	0.00	0.00
120-6	EMBANKMENT	LS	1	2,118.00	2,118.00	1.00	2,118.00	0.00	0.00	1.00	2,118.00	100.00%	0.00	0.00	0.00
285-706	14" CEMENTED COQUINA BASE GROUP 6 LBR 100 (2 LIFTS)	SY	956	15.65	14,961.40	956.00	14,961.40	0.00	0.00	956.00	14,961.40	100.00%	0.00	0.00	0.00
327-70-6	MILLING EXISTING ASPHALTIC PAVEMENT (AVE. 1-1/2" DEPTH)	SY	441	11.50	5,071.50	441.00	5,071.50	0.00	0.00	441.00	5,071.50	100.00%	0.00	0.00	0.00
334-1-13	SUPERPAVE ASPHALT CONCRETE TRAFFIC C (SP9.5) 1" THK	SY	0	8.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
337-7-83A	ASPHALT CONCRETE FRICTION COURSE TRAFFIC C (FC12.5) 1-1/2" THK	SY	0	16.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
337-7-83B	ASPHALT CONCRETE FRICTION COURSE TRAFFIC C (FC12.5) 0"-2" OVERBUILD	SY	0	20.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	415	14.00	5,810.00	415.00	5,810.00	0.00	0.00	415.00	5,810.00	100.00%	0.00	0.00	0.00
550-10-221	FENCING TYPE B, 5.1'-6.0' WITH BARBED WIRE,	LF	0	39.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
570-1-2	PERFORMANCE TURF, SOD (BAHIA)	SY	50	6.00	300.00	50.00	300.00	0.00	0.00	50.00	300.00	100.00%	0.00	0.00	0.00
700-1-50	SINGLE POST SIGN , RELOCATE	AS	2	137.50	275.00	2.00	275.00	0.00	0.00	2.00	275.00	100.00%	0.00	0.00	0.00
711-11-102	THERMOPLASTIC, PAVEMENT MARKINGS, STANDARD SOLID WHITE 8"	LF	20	1.16	23.20	20.00	23.20	0.00	0.00	20.00	23.20	100.00%	0.00	0.00	0.00
711-11-124	THERMOPLASTIC, PAVEMENT MARKINGS, STANDARD SOLID WHITE 18" FOR DIAGONAL OR CHEVRONS	LF	20	2.64	52.80	20.00	52.80	0.00	0.00	20.00	52.80	100.00%	0.00	0.00	0.00
711-11-170	THERMOPLASTIC, PAVEMENT MARKINGS STANDARD, SOLID WHITE ARROWS	EA	6	82.50	495.00	6.00	495.00	0.00	0.00	6.00	495.00	100.00%	0.00	0.00	0.00
711-16-101	THERMOPLASTIC, PAVEMENT MARKINGS, STANDARD, SOLID WHITE 6"	LF	1,327	0.88	1,167.76	1,327.00	1,167.76	0.00	0.00	1,327.00	1,167.76	100.00%	0.00	0.00	0.00
711-16-131	THERMOPLASTIC, PAVEMENT MARKINGS, STANDARD, SKIP, WHITE, 6" 10'-30'	LF	150	0.38	57.00	150.00	57.00	0.00	0.00	150.00	57.00	100.00%	0.00	0.00	0.00
999-1	AS-BUILT DRAWING (BY REGISTERED SURVEYOR)	LS	1	2,970.00	2,970.00	1.00	2,970.00	0.00	0.00	1.00	2,970.00	100.00%	0.00	0.00	0.00
					90,196.26		90,196.26		0.00		90,196.26		0.00		0.00
	FORCE ACCOUNT	LS	1	30,000.00	23,290.27		0.00		0.00		0.00	0.00%	0.00	1.00	23,290.27
WCD 1	NET AMOUNT FORCE ACCOUNT DECREASED		1	6,709.73	6,709.73				0.00		0.00	0.00%	0.00	1.00	6,709.73
WCD 1	SP-12.5 (TRAFFIC C) 1.5"	SY	895	11.89	10,641.55	895.00	10,641.55	0.00	0.00	895.00	10,641.55	100.00%	0.00	0.00	0.00
WCD 1	FC-9.5 (TRAFFIC C) 1"	SY	1348	17.64	23,778.72	1,348.00	23,778.72	0.00	0.00	1,348.00	23,778.72	100.00%	0.00	0.00	0.00
WCD 1	SAWCUT EXISTING ASPHALT	LF	415	3.00	1,245.00	415.00	1,245.00	0.00	0.00	415.00	1,245.00	100.00%	0.00	0.00	0.00
WCD 1	REMOVE & DISPOSE OF EXISTING ASPHALT & BASE	SY	185	7.00	1,295.00	185.00	1,295.00	0.00	0.00	185.00	1,295.00	100.00%	0.00	0.00	0.00
WCD 1	CONCRETE FLUME	EA	1	287.50	287.50	1.00	287.50	0.00	0.00	1.00	287.50	100.00%	0.00	0.00	0.00
WCD 1	RIGHT LANE MUST TURN RIGHT SIGN	EA	1	282.00	282.00	1.00	282.00	0.00	0.00	1.00	282.00	100.00%	0.00	0.00	0.00
MISCELLANEOUS SUB TOTAL					37,529.77		37,529.77		0.00		37,529.77		0.00		30,000.00
				TOTAL	151,016.30	TOTAL	127,726.03	TOTAL	0.00	TOTAL	127,726.03	TOTAL	0.00	TOTAL	30,000.00

AMOUNT COMPLETED TO DATE	\$127,726.03
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE	\$127,726.03
RETAINAGE OF WORK COMPLETED AT 0%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$127,726.03
LESS PREVIOUS PAYMENT	\$121,339.73
AMOUNT DUE CONTRACTOR	\$6,386.30