

May 31st, 2025

Indian River County c/o Kimley-Horn

Re: Gifford Elevated Storage Tank Modification &

Rehab

Our Job No. J19690

Dear Ryan,

Attached, please find our "Application for Payment" invoice number J19690-002RT.

Please mail your remittance to PO Box 24162 Omaha, NE 68124

Or remit by ACH to Routing number (ABA) 104913912

Bank account 7012281833

If you have any questions, feel free to contact me by phone at 402.312.9362 or by email; serena@viptanks.com.

Very truly yours,

Viking Industrial Painting

Serena Stach Controller

EJCDC		Contractor's A	pplication for	Payment No.	2RT Fi	nal
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application 05/01/25-05/19/25 Period:		Application Date: 5	/19/2025	
To Indian River County (Owner):		From (Contractor): Viking Painting,	LLC	Via (Engineer):	Limley-Horn	
Project: Gifford Elevated Stor	rage Tank Modification & Rehab	Contract:				
Owner's Contract No.: IRC-13	3.23.538	Contractor's Project No.: J19690		Engineer's Project No.:		
	Application For Payment Change Order Summary					
Approved Change Orders			1. ORIGINAL CONTR	ACT PRICE	\$	\$308,900.00
Number	Additions	Deductions	1	e Orders		
CO1	\$38,975.00		1	ce (Line 1 ± 2)		
CO2		\$93,200.00	1	ED AND STORED TO DA		,
			1	rogress Estimates)		\$254,675.00
			5. RETAINAGE:	· · · · · · · · · · · · · · · · · · ·		, , , , , , , , , , , , , , , , , , , ,
			†	X \$254,675.00 V	Vork Completed \$	
					tored Material \$	
			1	Retainage (Line 5.a + Line		
				E TO DATE (Line 4 - Line		
TOTALC	\$38,975.00	\$93,200.00	1	•	•	
TOTALS	ψ36,773.00	ψ/3,200.00	1	AYMENTS (Line 6 from p		
NET CHANGE BY	-\$54,2			S APPLICATION		\$102,770.00
CHANGE ORDERS			9. BALANCE TO FINIS	8H, PLUS RETAINAGE rogress Estimates + Line 5.	a abaya) S	
			(Column & total on 11	togress Estimates + Line 3.	c above)	
Contractor's Certification]			
	fies, to the best of its knowledge, t	he following:	Payment of: \$		\$102,770.00	
(1) All previous progress paymen	nts received from Owner on account	t of Work done under the Contract		(Line 8 or other -	attach explanation of the ot	her amount)
the Work covered by prior Applied		bligations incurred in connection with		1		
(2) Title to all Work, materials ar	nd equipment incorporated in said		is recommended by:	Frank	ZIMO	06/13/2025
	Payment, will pass to Owner at time umbrances (except such as are covered to the	e of payment free and clear of all ered by a bond acceptable to Owner		(Engine	eer)	(Date)
indemnifying Owner against any	such Liens, security interest, or en	cumbrances); and		(Engin	201)	(Bute)
(3) All the Work covered by this and is not defective.	Application for Payment is in acco	rdance with the Contract Documents	Payment of: \$			
			1 ayrıcıı or.	(Line 8 or other -	attach explanation of the ot	her amount)
			is approved by:			
				(Own	er)	(Date)
Contractor Signature						
By:		Date: 6/13/2025	Approved by:			
100		0/13/2023		Funding or Financing F	Entity (if applicable)	(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Project): Gifford Elevated Storage Tank Modification & Rehab				Application Number: 2RT Final				
pplication Period: 05/01/25-05/19/25				Application Date: 5/19/2025				
				ompleted	Е	F		G
	A	В	С	D	Materials Presently	Total Completed	0.4	Balance to Finish
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Stored (not in C or D)	and Stored to Date $(C + D + E)$	% (F / B)	(B - F)
	Indian River Tank - \$308,900 (Base - \$215,700 : Force - \$93,200)							
	Bonds and Insurance	\$9,100.00	\$9,100.00			\$9,100.00	100.0%	
	Mobilization	\$8,700.00	\$8,700.00			\$8,700.00	100.0%	
	Pre-modification Inspection	\$3,400.00	\$3,400.00			\$3,400.00	100.0%	
	Replace Sway Rods and Hardware	\$45,600.00	\$45,600.00			\$45,600.00	100.0%	
	Replace Horizontal Struts and Hardware	\$37,800.00	\$37,800.00			\$37,800.00	100.0%	
	Replace Hub Rods and Hardware	\$26,400.00	\$26,400.00			\$26,400.00	100.0%	
	Replace Sway Rod Pin	\$3,200.00	\$3,200.00			\$3,200.00	100.0%	
	Replace Horzontal Strut Termination Bolts	\$14,400.00	\$14,400.00			\$14,400.00	100.0%	
	Install Ballast Material	\$41,600.00	·	\$41,600.00		\$41,600.00	100.0%	
	Retighten Safety Climb and Install Wire Clips	\$7,500.00		\$7,500.00		\$7,500.00	100.0%	
	Replace Tank Shell Ladder	\$11,300.00	\$11,300.00			\$11,300.00	100.0%	
	Post-modification Inspection	\$6,700.00		\$6,700.00		\$6,700.00	100.0%	
				,		. ,		
	Force Account	\$93,200.00						\$93,200.00
	Work Change Directive #2	\$38,975.00		\$38,975.00		\$38,975.00	100.0%	
	Deduct Unused Force Account	(\$93,200.00)						(\$93,200.00)
	Totals	\$254,675.00	\$159,900.00	\$94,775.00		\$254,675.00	100%	

CONTRACTOR'S AFFIDAVIT

STATE OF _FLORIDA
COUNTY OF _INDIAN RIVER
THE UNDERSIGNED, BEING DULY SWORN ON OATH, DEPOSES AND SAYS THAT HE (SHE) IS_President_OF_Viking Painting LLC_,
THE CONTRACTOR FOR_Indian River County_WORK DESIGNATED AS PROJECT Gifford Elevated Storage Tank Modification & Rehab SITUATED AT _Vero Beach, FL _OWNED BY _Indian River County _AND THAT ALL PARTIES WHO HAVE FURNISHED LABOR, MATERIAL, OR BOTH OR ANY OTHER ITEMS TO THE UNDERSIGNED FOR USE ON THE SAID WORK AND ALL PARTIES HAVING CONTRACTS OR SUB-CONTRACTS WITH THE UNDERSIGNED FOR SPECIFIC PORTIONS OF SAID WORK HAVE BEEN PAID IN FULL WITH THE FOLLOWING EXCEPTIONS:
THE UNDERSIGNED STATES THAT THERE ARE NO OTHER CONTRACTS OR OBLIGATIONS OUTSTANDING WHICH WERE USED IN COMPLETING THIS PROJECT.
THE UNDERSIGNED FURTHER STATES THAT UPON PAYMENT OF THE SUBJECT FINAL INVOICE THE CONTRACTOR HEREBY WAIVES ALL LIENS AND CLAIMS AGAINST THE OWNER, ITS PREMISES, PROPERTY AND LENDER AND DISCHARGES THE OWNER OF ANY FURTHER OBLIGATIONS UNDER THIS CONTRACT.
THE UNDERSIGNED MAKES THIS AFFIDAVIT FOR THE PURPOSE OF PROCURING FROM THE OWNER A FINAL PAYMENT UPON THIS CONTRACT FOR ALL WORK COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OF THE OWNER. SIGNED THIS _19 th _DAY OF _May_, _2025
Viking Painting LLC CONTRACTOR BY:TITLE: _President
SUBSCRIBED AND SWORN BEFORE ME THIS _19 th _ DAY OF _May, 2025 SERENA L. STACH General Notary - State of Nebraska My Commission Expires Dec 20, 2027
MY COMMISSION EXPIRES ON THE 20th DAY OF December 2027

SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION OF THE WORK

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: PROJECT NO:	Gifford Elevated St IRC-13.23.538	orage Tank Modificat	ion & Rehabilitation	
STATE OFFLOI		-		
to administer oaths, the CONTRACTOR said state, did on the	comes Rory Suc with whom Indian e_10th day of Sep	<u>dbeck</u> , who River County, Florida	y the laws of said so on oath says: That he and a political subdivision enter into a contract for ws:	e is n of
rehabilitate the located in India selective demo associated had connections and gusset plates, repaired, remonared, remon	400,000-gallon multi an River County, Floa olition and replacer rdware, replacement ad associated hardwa reinforcement of ladd val of loose conduits oval of damaged or co	l-leg steel elevated por rida, including the forment of corroded sy the of corroded horizare, reinforcement of der rungs and blockat and feedlines, coatilorroded paint and re-	ets of work necessary otable water storage to lowing: site preparational rods, hub rods at the contal members, gust horizontal members at the lower properties of ladder access under the coating and all access them as outlined in the lower properties.	ank ion, and sset and until and sory
completed and the Call liens of all firms	Contract therefore fully	performed and final pa acting directly with or	said construction has be ayment is now due and to directly employed by s	that
Name ————————————————————————————————————		Description/Amount		
who have not been p	paid and who are due t	he amount set forth.		
Affiant further says t	hat:			
1. CONTRACT	OR has reviewed the	Contract Documents.		

2. CONTRACTOR has reviewed the Work for compliance with the Contract

Documents.

	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.
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)
	(Contractor) Viking Painting LLC
	By:Rory Sudbeck, President
ST	TATE OF NEBRASKA
C	DUNTY OF <u>DOUGLAS</u>
on 	vorn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ line notarization, this 19th day of May 2025 , by Serena Stach
(na	ame of person making statement).
General Not	(Signature of Notary Public - State of Florida) ary - State of Nebraska on Expires Dec 20, 2027 (Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)
⊠ v ——	who is personally known to me or □ who has produced as identification.
	+ + END OF SECTION + +

3. CONTRACTOR has completed the Work in accordance with the Contract

SECTION 00622 – Contractor's Application for Payment Gifford Elevated Storage Tank Modification and Rehabilitation

Application for Payment No. 2RT Final For Work Accomplished through the period of 5/1/2025 through 5/19/2025

To: Indian River County (OWNER)

From: Viking Painting LLC_ (CONTRACTOR)

Project No.: <u>IRC-13.23.538</u> Bid No.: <u>2024047</u>

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

1.	Original Contract Price:		\$ 308,900
2.	Net change by Change Orders and Written Amendments (+ or -):		\$ -54,22 <u>5</u>
3.	Current Contract Price (1 plus 2):		\$ 254,675
4.	Total completed and stored to date:		\$ 254.675
5.	Retainage (per Agreement):		
	5% of completed Work:		
	₅ % of retainage:	\$ 12,733.75	
	Total Retainage:		\$
6.	Total completed and stored to date less retainage (4 minus 5):		\$254,675
7.	Less previous Application for Payments:		\$ 151,905
8.	DUE THIS APPLICATION (6 MINUS 7):		\$102,770

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;

Dated		Ву:	(CONTRACTOR – must be signed by an Officer of the Corporation)
STATE OF <u>Nebraska</u>			Rory Sudbeck - President Print Name and Title
COUNTY OF Sarpy			
notarization, this	th day of ng statement). Hebraska c 20, 2027	June 2 (Signature of Notal (Print, Type, or Sta	ns of ☑ physical presence or □ online 2025 , by <u>Serena Stach</u> ry Public - State of Florida) amp Commissioned Name of Notary Public)
Please remit paymer	nt to:		
Contractor's Name:	Viking Paint	ing LLC	
Address:	PO Box 2410	62	
	Omaha, NE	68124	
*******			**************************************
	[i iie i ei iiaiiiuei	i oi iilis paye was le	ft blank intentionally]

2. Updated Construction Schedule per Specification Section 01310.

SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, _	Hudson Insurance Compan	У
consents to pa		Construction Bond Number HGMW-A15-2948, hereby the CONTRACTOR, for the amounts specified in
TO BE EXEC	UTED BY CORPORATE	SURETY:
Attest:		
		Hudson Insurance Company
Witness		Corporate Surety
		100 William Street, 5th Floor
		New York, NY 10038
		Business Address
		BY:
		Print Name: _James M. King
		Title: Attorney-In-Fact
STATE OF	Nebraska	(Affix Corporate SEAL)
COUNTY OF	Douglas	
notarization, th	offirmed) and subscribed be nis <u>3rd</u> day of <u>June</u> on making statement).	efore me by means of \(\times\) physical presence or \(\sigma\) online \(\frac{1}{2025}\), by \(\sigma\) ames M. King
		(Signature of Notary Public - State of Nebraska)
	(Print	, Type, or Stamp Commissioned Name of Notary Public)
☑ who is perso	onally known to me or □ wh as ide	GENERAL NOTARY - State of Nebraska SETH WEEDIN entification. My Comm. Exp. November 22, 2026
******		**************************************



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Thomas L. King, Seth Weedin

of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000,000).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest OVO 01MU6067553

Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK.

SS.

Andrew A. Dickson Senior Vice President

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County

Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company'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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this

day of June , 20 23

(Corporate seal)



Dina Daskalakis, Corporate Secretary

CERTIFICATION OF INDIAN RIVER COUNTY PROJECT MANAGER:

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.
Dated SIGNATURE
CERTIFICATION OF INDIAN RIVER COUNTY INSPECTOR:
I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.
Dated SIGNATURE

[The Remainder of This Page Was Left Blank Intentionally]

Contractor's Application for Partial Payment - 06-09 rev - 00622 - 4

ATTACHMENT A

form (partia ner with an	l or final as a explanation a	applicable) is r s to why the r	ot included wit	h this
	form (partia ner with an	form (partial or final as a ner with an explanation a	form (partial or final as applicable) is n	ontractors, laborers, materialmen and suppliers for whice form (partial or final as applicable) is not included with an explanation as to why the release of lien for additional pages as necessary):