

**SECTION 00622 - Contractor's Application for Payment
Replacement Pontoon Boat Dock at the Environmental Learning Center**

Application for Payment No. 5
For Work Accomplished through the period of 11/13/23 through 2/7/2024

To: Indian River County (OWNER)
From: Indian River Docks, LLC (CONTRACTOR)

Project No.: N/A
FM No.: N/A
Bid No.: 2023021

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

| | | |
|-----------|--|---------------------|
| 1. | Original Contract Price: | \$ 331,456.00 |
| 2. | Net change by Change Orders and Written Amendments (+ or -): | \$ -3,400 |
| 3. | Current Contract Price (1 plus 2): | \$ 328,056 |
| 4. | Total completed and stored to date: | \$ 328,056 |
| 5. | Retainage (per Agreement): | |
| | <u>5%</u> of completed Work: | |
| | _____ % of retainage: | \$ _____ |
| | Total Retainage: | \$ 15,547.80 |
| 6. | Total completed and stored to date less retainage (4 minus 5): | \$ 312,508.20 |
| 7. | Less previous Application for Payments: | \$ 295,408.20 |
| 8. | DUE THIS APPLICATION (6 MINUS 7): | \$ 17,100.00 |

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.

Dated 2-7-2024

By:

[Signature]

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

Chris Pinson Managing Member
Print Name and Title

STATE OF Florida

COUNTY OF Indian River

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 7 day of February 2024, by Chris Pinson
(name of person making statement)

[Signature]
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced as identification.



JANICE L. LEGER
Commission # HH 388486
Expires June 6, 2027

Please remit payment to:

Contractor's Name: Indian River Docks, LLC

Address: 481 Avocado Ave.

Sebastian FL 32958

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PROJECT NAME: **Replacement Pontoon Boat Dock at the Environmental Learning Center**
 Bid No. 2023021
 Payment Application No.

| Item No. | Description | Unit | Quantity | SCHEDULED VALUE | | PREVIOUS APPLICATION | | THIS PERIOD | | TOTAL COMPLETED | | % | MATERIALS STORED | BALANCE TO FINISH | |
|---|--------------------------------|------|----------|-----------------|--------------|----------------------|--------------|-------------|-------------|-----------------|--------------|---|------------------|---------------------|-------------|
| | | | | Unit Price | Amount | QUANTITY | TOTAL | QUANTITY | TOTAL | QUANTITY | TOTAL | | | QUANTITY | TOTAL |
| | | | | | | | | | | | | | | | |
| 1 | Mobilization/Demobilization | 1 | LS | \$24,900.00 | \$24,900.00 | 1 | \$24,900.00 | | | 1 | \$24,900.00 | | | 0 | 0 |
| 2 | Removal of Existing Structures | 1 | LS | \$19,500.00 | \$19,500.00 | 1 | \$19,500.00 | | | 1 | \$19,500.00 | | | 0 | 0 |
| 3 | Replacement Dock | 1 | LS | \$266,556.00 | \$266,556.00 | 1 | \$266,556.00 | | | 1 | \$266,556.00 | | | 0 | 0 |
| 4 | Gate | 1 | LS | \$5,250.00 | \$5,250.00 | 0 | \$0.00 | 1 | \$5,250.00 | 1 | \$5,250.00 | | | 0 | 0 |
| 5 | Site Restoration | 1 | LS | \$3,000.00 | \$3,000.00 | 0 | \$0.00 | 1 | \$3,000.00 | 1 | \$3,000.00 | | | 0 | 0 |
| 6 | Maintenance of Traffic | 1 | LS | \$2,250.00 | \$2,250.00 | 0 | \$0.00 | 1 | \$2,250.00 | 1 | \$2,250.00 | | | 0 | 0 |
| 7 | Change Order 1 | 1 | LS | \$6,600.00 | \$6,600.00 | | | 1 | \$6,600.00 | 1 | \$6,600.00 | | | 0 | 0 |
| SUBTOTAL | | | | SUBTOTAL | \$328,056.00 | | \$310,956.00 | | \$17,100.00 | | \$328,056.00 | | 0.00 | | 0.00 |
| | FORCE ACCOUNT | 1 | LS | \$0.00 | \$0.00 | | | | | | | | | | |
| GRAND TOTAL | | | | TOTAL | \$328,056.00 | | \$310,956.00 | | \$17,100.00 | | \$328,056.00 | | | | |
| AMOUNT COMPLETED TO DATE | | | | | | | | | | | | | | \$328,056.00 | |
| MATERIALS STORED TO DATE | | | | | | | | | | | | | | \$0.00 | |
| SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE | | | | | | | | | | | | | | \$328,056.00 | |
| RETAINAGE AT 5% | | | | | | | | | | | | | | \$15,547.80 | |
| TOTAL COMPLETED AND STORED LESS RETAINAGE | | | | | | | | | | | | | | \$312,508.20 | |
| LESS PREVIOUS PAYMENT | | | | | | | | | | | | | | \$295,408.20 | |
| AMOUNT DUE CONTRACTOR | | | | | | | | | | | | | | \$17,100.00 | |

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 32647⁸⁰, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to (insert the name of contractor) on the job of Indian River County to the following described property:

(description of property)

DATED on FEB 7, 2024 (year) .

INDIAN RIVER DOCKS L L C

(Typed name of Lienor)

By: 

(signature)

**SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION OF
THE WORK**
(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: **Replacement Pontoon Boat Dock at the Environmental Learning Center**

BID NO: 2023021

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes CHRIS PINSON, who on oath says: That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the 19 day of APRIL, 2023, enter into a contract for the performance of certain work, more particularly described as follows:

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 |
|-------|--------------------|
| _____ | _____ |
| _____ | _____ |

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.

Contractor's Final Certification of the Work - 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)

INDIAN RIVER DOCKS LLC
(Contractor)

By: [Signature]

STATE OF Florida

COUNTY OF Indian River

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22nd day January of 2024, by Chris Pinson
(name of person making statement).

[Signature]
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.



DAWN M. BIEHL
Commission # HH 238060
Expires April 28, 2026

++ END OF SECTION ++

SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, Merchants National Bonding, Inc
P.O. Box 14498 Des Moines, IA 50306-3498

_____, a
corporation, in accordance with Public Construction Bond Number 100048132, 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:
William Warner Jr.
Secretary

Merchants National Bonding, Inc

Corporate Surety
P.O. Box 14498,
Des Moines, IA 50306-3498

Business Address _____
BY: Frank Tuozzo
Print Name: Frank Tuozzo
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
Frank Tuozzo _____, 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 Surety _____ 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 26th day of January 2004.

**JASON TREMAIN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH154930
MY COMMISSION EXPIRES JUL. 18, 2025**

[Signature]
Notary Public, State of Florida
My Commission Expires: 7/18/2025

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Contractor's Application for Partial Payment - 06-09 rev - 00622 - 3

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Frank Tuozzo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

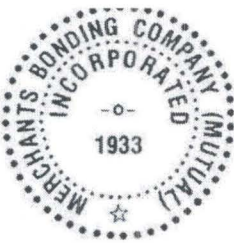
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. 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 connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



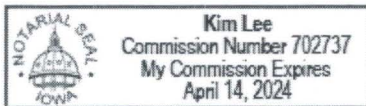
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of January, 2024.



William Warner Jr.
Secretary