

SECTION 00622 – Contractor's Application for Payment
SECTOR 3 HURRICANES IAN AND NICOLE DUNE RENOURISHMENT PROJECT

Application for Payment No. 6

For Work Accomplished through the period of 5/31/2024 through 6/10/2024

To: Indian River County (OWNER)
From: Dickerson infrastructure Inc (CONTRACTOR)
Project No.: Error! Reference source not found.
Bid No.: Error! Reference source not found.

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

1.	Original Contract Price:	<u>\$13,078,244.36</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>-\$3,486,820.36</u>
3.	Current Contract Price (1 plus 2):	<u>\$9,591,424.00</u>
4.	Total completed and stored to date:	<u>\$9,591,424.00</u>
5.	Retainage (per Agreement):	
	5% of completed Work:	
	_____ % 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>\$9,591,424.00</u>
7.	Less previous Application for Payments:	<u>\$9,111,852.80</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$479,571.20</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.

Dated June 11, 2024

By:

Michael B. Bryant

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

Michael B Bryant, President
Print Name and Title

STATE OF Florida

COUNTY OF St Lucie

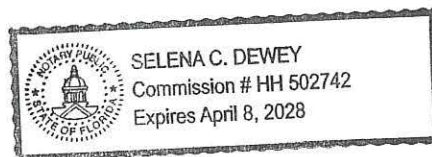
Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this 11th day of June, 2024, by Michael B Bryant
(name of person making statement).

Selena C Dewey

(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.



Please remit payment to:

Contractor's Name: Dickerson Infrastructure Inc

Address: PO Box 910

Fort Pierce, FL 34954

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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 107897123

TO OWNER:

(Name and address)

Indian River County
1801 27th Street
Vero Beach, FL 32960

PROJECT:

(Name and address)

Sector 3 Hurricanes Ian and Nicole Due Renourishment Project; IRC-2315

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Sector 3 Hurricanes Ian and Nicole Due
Renourishment Project; IRC-2315

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

on bond of

(Insert name and address of Contractor)

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
3122 North 25th Street
Fort Pierce, FL 34946

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

Indian River County
1801 27th Street
Vero Beach, FL 32960

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 11, 2024

(Insert in writing the month followed by the numeric date and year.)



Attest:

(Seal):

Amy Daugherty

Travelers Casualty and Surety Company of America

(Surety)

Angela D. Ramsey

(Signature of authorized representative)

Angela D. Ramsey, Attorney-in-Fact

(Printed name and title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angela D. Ramsey of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107897123

OR

Principal: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

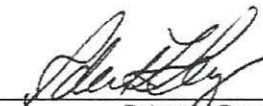
Obligee: Indian River County

Project Description: Sector 3 Hurricanes Ian and Nicole Due Renourishment Project; IRC-2315

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

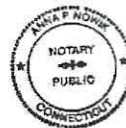
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **June**, 2024.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATION OF 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 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):**

- 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):**

PROJECT NAME: **SECTOR 3 HURRICANES IAN AND NICOLE DUNE RENOURISHMENT PROJECT**

Project No. **Error! Reference source not found.**

Payment Application No. 6

				WORK COMPLETED											
				SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIAL S	BALANCE TO FINISH	
Item No.	Description	Unit	Quantity	Unit Price	Amount	QUANTIT Y	TOTAL	QUANTIT Y	TOTAL	QUANTIT Y	TOTAL		STORED	QUANTIT Y	TOTAL
1	Mobilization/ Demobilization	LS	1	\$121,000.00	121,000.00	1	121,000.00			1	121,000.00				
2	Furnish & Install Sand	Cy	274,368	\$39.00	10,700,352.00	223040.09	8,698,563.51			223040.09	8,698,563.51				2,001,788.49
3	Beach Tilling	Acre	43	\$350.00	15,050.00	43	15,050.00			43	15,050.00				
4	Surveys	LS	1	\$50,000.00	50,000.00	1	50,000.00			1	50,000.00				
5	Dune Vegetation	EA	728,633	\$0.92	670,342.36	728633	670,342.36			728,633	670,342.36				
6	Environmental Compliance	LS	1	\$1,500.00	1,500.00	1	1,500.00			1	1,500.00				
7	Site Restoration	LS	1	\$20,000.00	20,000.00	1	20,000.00			1	20,000.00				
2	Furnish & Install Sand	CY	-51327.91	\$39.00	-2,001,788.49										
SUBTOTAL				SUBTOTAL	9,576,455.87		9,576,455.87				9,576,455.87		0.00		0.00
	FORCE ACCOUNT	1	LS	\$1,485,031.87	1,485,031.87										
	ADDITIONAL SURVEY	1	LS	7,863.13	7,863.13	1	7,863.13			1	7,863.13				
	CROSSOVER REP @ 1 BEACHSIDE DR, BLDG 100	1	LS	3105.00	3105.00	1	3,105.00			1	3,105.00				

PROJECT NAME: **SECTOR 3 HURRICANES IAN AND NICOLE DUNE RENOURISHMENT PROJECT**

Project No. Error! Reference source not found.

Payment Application No. 6

DAMAGE CROSSOVER CLOSE TO WABASSO	1	LS	4,000.00	4,000.00	1	4,000.00			1	4,000.00				
DECREASE Force Account	-1	LS	-1,485,031.87	-1,485,031.87										
SUBTOTAL			14,968.13											
GRAND TOTAL			TOTAL	9,591,424.00		9,591,424.00				9,591,424.00				

PA
GE

AMOUNT COMPLETED TO DATE	\$9,591,424.00
MATERIALS STORED TO DATE	\$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE	\$9,591,424.00
RETAINAGE AT 5%	\$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	\$9,591,424.00
LESS PREVIOUS PAYMENT	\$9,111,852.80
AMOUNT DUE CONTRACTOR	\$479,571.20