



APPLICATION FOR PAYMENT

CAP702

Page: 1 of 2

To:
Indian River County
Panel Replacement

PROJECT:
SCWWTP REUSE
SCWWTP Reuse Control Panel Replacem

Application No.: 5 Application Date: FEB 21, 2023 Period To: FEB 21, 2023 Contract Date: DEC 1, 2022
Project Nos:

From Contractor:
Paragon Electric of Vero, Inc
9120 16th Place
Vero Beach, FL 32966

VIA ARCHITECT:
Kimley Horn

Distribution List: Owner Construction Mgr
 Architect Field
 Contractor Other

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

CONTRACTOR'S CERTIFICATION:

- 1. Original Contract Amount: \$ 606,527.00
- 2. Net of Change Orders: \$ ~~606,527.00~~ (30,059.58)
- 3. Net Amount of Contract: \$ ~~606,527.00~~ 576,467.42
- 4. Total Completed & Stored to Date: \$ 576,467.42
- 5. Retainage Summary:
 - a. 0.00 % of Completed Work \$ 0.00
 - b. 5.00 % of Stored Material \$ 0.00
- 6. Total Completed Less Retainage: \$ 576,467.42
- 7. Less Previous Applications: \$ 536,355.47

(Authorizing Signature)

Thomas E. Amis
Paragon Electric of Vero, Inc

Date: FEB 21, 2023

State Authorized: Florida

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATION: ENGINEER'S RECOMMENDATION

8. Current Payment Due, This Application: \$ 40,111.95

9. Contract Balance (Including Retainage): \$ 30,059.58

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

RECOMMENDED
AMOUNT CERTIFIED: \$40,111.95 Date: 3-22-2023

(Engineer's Signature)

RECOMMENDATION

RECOMMENDED

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

471-169000-20531 = \$ 11,882.70
471-206000-20531 = \$ 28,229.25 Michael Loveday 4/6/2023

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:
Paragon Electric of Vero, Inc
9120 16th Place
Vero Beach, FL 32966

To:
Indian River County
Panel Replacement

Project:
SCWWTP REUSE
SCWWTP Reuse Control Panel Replacement

Application No: 5
Application Date: 2/21/2023
Period To: 2/21/2023
Contract Date: 12/01/2022
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period					
1	Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
2	Bond	9,090.00	9,090.00	0.00	0.00	9,090.00	100	0.00	0.00
3	Instrumentation & Control	156,000.00	148,200.00	7,800.00	0.00	156,000.00	100	0.00	0.00
4	Mechanical	127,000.00	127,000.00	0.00	0.00	127,000.00	100	0.00	0.00
5	Motors	27,970.00	27,970.00	0.00	0.00	27,970.00	100	0.00	0.00
6	VFD's	122,813.00	122,813.00	0.00	0.00	122,813.00	100	0.00	0.00
7	Switchgear	39,000.00	39,000.00	0.00	0.00	39,000.00	100	0.00	0.00
8	Conduit, Fittings, Enclosures	81,654.00	77,571.30	4,082.70	0.00	81,654.00	100	0.00	0.00
9	Contingency	40,000.00	9,940.42	0.00	0.00	9,940.42	25	30,059.58	0.00
		606,527.00	564,584.72	11,882.70	0.00	576,467.42	95	30,059.58	0.00

FINAL WAIVER AND RELEASE OF LIEN

That the undersigned, for and in consideration of the final payment in the sum of \$5,000.00 receipt of which is hereby acknowledged, hereby releases its lien and right to claim a lien for labor, services or materials, which the undersigned now has or might have against **Paragon Electric of Vero, Inc.** and **Indian River County Utilities**, the owner, for the job located on the legally described property:

IRC South County WWTP
2500 6th Ave SW
Vero Beach, FL 32962
Folio #33-40-31-00000-5000-00004.2

I hereby acknowledge that the statements contained in the foregoing release of lien upon final payment is true and correct.

ICON TECHNOLOGIES

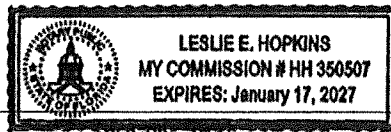
PO BOX 272423, TAMPA, FL 33688

By: *MEOHhaber*
Signature
MARIA OHLHABER
Print

STATE: Florida
COUNTY Hillsborough

Sworn to and subscribed to before me this 10th day of March, 2023 personally appeared Maria Eugenia OHLhaber, who is ___ personally known to me or has produced identification. Type of identification produced Driver's License.

Leslie Hopkins
Notary Signature



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of TEN AND 00/100 (\$10.00), hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to PARAGON ELECTRIC OF VERO on the job of INDIAN RIVER COUNTY, to the following described property:

Description of Property:
SOUTH COUNTY WASTE WATER TREATMENT FACILITY
2500 SW 6 AVE, VERO BEACH
PORTION OF PUBLIC LAND IN INDIAN RIVER COUNTY FL
BOND\$ 606,527.00 (S COUNTY WASTEWATER TREATMENT
FACILITY REUSE CONTROL PANEL REPLACEMENT)
NOC 3512/1415

Dated on March 13, 2023

Lienors Name C C CONTROL CORPORATION
5760 CORPORATE WAY STE 100
WEST PALM BEACH, FL 33407-2004

By Matthew Skidmore
Title: Vice President
Printed Name Matthew Skidmore

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 13 day of March, 2023, by Matthew Skidmore
 Personally Known OR Produced Identification Type of Identification Produced _____



(Notary Seal)

Colleen McKenna
Notary Public, State of Florida
My Comm. Expires 10/17/2023
Commission No. GG346781

Colleen McKenna

NOTARY PUBLIC, STATE OF FLORIDA

Stamped 03/13/2023

My Commission Expires: 10/17/2023

re: 2536756 - J3160

MERCHANTS BONDING COMPANY

Merchants Bonding Company (Mutual) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. FLC 82922

TO OWNER:

Indian River County
Indian River County
1800 27th Street, Building B
Vero Beach, FL 32960

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
South County Wastewater Treatment Facility (SWWTF)
Reuse Control Panel Replacement

PROJECT:

South County Wastewater Treatment Facility (SWWTF) Reuse Control Panel Replacement

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)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, Iowa 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

Paragon Electric of Vero, Inc
9120 16th Place
Vero Beach FL 32966

, CONTRACTOR,

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)

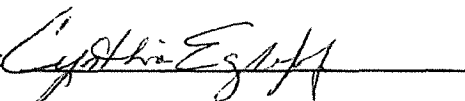
Indian River County
Indian River County
1800 27th Street, Building B
Vero Beach, FL 32960

, OWNER,

as set forth in said Surety's bond.

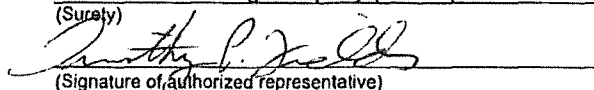
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 9, 2023
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Merchants Bonding Company (Mutual)

(Surety)



(Signature of authorized representative)

Timothy P Fields

(Printed name and title)

Attorney-in-Fact

Printed in cooperation with American Institute of Architects (AIA). The
language in this document conforms exactly to the language used in
AIA Document G707-1994 Consent Of Surety to Final Payment.

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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Timothy P Fields

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 9th day of March, 2023.

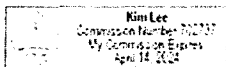


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of March, 2023, 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.



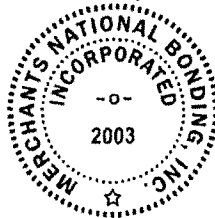
Kim Lee

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 9th day of March, 2023.



William Warner Jr.
Secretary