

APPLICATION FOR PAYMENT NO.

6F

To: Indian River County Utilities (OWNER)

From: TLC Diversified, Inc. (CONTRACTOR)

Contract: _____

PROJECT: **Roseland Elevated Storage Tank Water Transmission Main**

OWNER's Contract No. 2019-067

For Work accomplished through the date of: 12/31/2021

1.	Original Contract Price:	\$298,000.00
2.	Net change by Change Orders and Written Amendments (+ or -):	_____
3.	Current Contract Price (1 plus 2):	\$298,000.00
4.	Total completed and stored to date:	\$294,925.92
5.	Retainage (per Agreement):	
	0.00% % of Completed Work: \$0.00	
	0.00% % of Stored Materials \$0.00	
	Total Retainage: \$0.00	
6.	Total completed and stored to date less retainage (4 minus 5):	\$294,925.92
7.	Less previous Applications for Payments:	\$275,524.62
8.	DUE THIS APPLICATION (6 MINUS 7):	\$19,401.30

Accompanying Documentation: See attached Sheets.

CONTRACTOR'S Certification

The undersigned CONTRACTOR certifies that (1) title to 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; (2) all Work covered by this Application for Payment is accordance with the Contract Documents and not defective; and (3) the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last progress payment has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed below: NONE

Dated 01/05/22

TLC Diversified, Inc. CONTRACTOR

By: [Signature] Mark Selph, Operations Manager

State of Florida
County of Manatee
Subscribed and sworn to before me this 5 day of January 2022
Lauren M Mc Govern
Notary Public
My Commission expires: 11/29/2025

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

[Signature]
Vice Brass, P.E. ENGINEER
01/31/2022

Roseland Elevated Storage Tank
Water Transmission Main

Draw # 6F
FINAL
12/31/2021

Item No.	Description	Qty.	Units	Unit Price	Contract Price	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
1	Elevated Storage Tank Water Transmission Main										
2	Bid Item 1										
3	Mobilization & Demobilaztion										
4	Mobilization	1	ls	30,300.00	30,300.00	\$30,300.00			1.00	\$30,300.00	100%
5	Demobilization	1	ls	17,000.00	17,000.00	\$17,000.00			1.00	\$17,000.00	100%
6	Subtotal Bid Item 1	1	ls	47,300.00	47,300.00	47,300.00			1.00	47,300.00	100%
7											
8	Bid Item 2										
9	Bonds & Insurance										
10	Bond and Insurance	1	ls	3,100.00	3,100.00	\$3,100.00			1.00	\$3,100.00	100%
11	Subtotal Bid Item 2	1	ls	3,100.00	3,100.00	3,100.00			1.00	3,100.00	100%
12											
13	Bid Item 3										
14	Site Preperation/ Site Restoration										
15	Install Erosion Control	1	ls	5,000.00	5,000.00	\$5,000.00			1.00	\$5,000.00	100%
16	MOT	1	ls	8,000.00	8,000.00	\$8,000.00			1.00	\$8,000.00	100%
17	Clearing & Grubbing	1	ls	16,000.00	16,000.00	\$16,000.00			1.00	\$16,000.00	100%
18	Install New12" PVC Force Main	1	ls	25,900.00	25,900.00	\$25,900.00			1.00	\$25,900.00	100%
19	Demo Existing 12" PVC Force Main	1	ls	7,500.00	7,500.00	\$7,500.00			1.00	\$7,500.00	100%
20	Mill & Restore Asphalt	1	ls	6,500.00	6,500.00	\$6,500.00			1.00	\$6,500.00	100%
21	Landscape & Site Restoration	1	ls	8,000.00	8,000.00	\$8,000.00			1.00	\$8,000.00	100%
22	Subtotal Bid Item 3	1	ls	76,900.00	76,900.00	76,900.00			1.00	76,900.00	100%
23											
24	Bid Item 4										
25	12" Water Transmission Line										
26	Wet Tap Existing Water Main	1	ls	11,800.00	11,800.00	\$11,800.00			1.00	\$11,800.00	100%
27	Install 12" HDPE Water Main	1	ls	125,000.00	125,000.00	\$125,000.00			1.00	\$125,000.00	100%
28	Flushing & Pressure Test New Water Main	1	ls	4,900.00	4,900.00		1.00	\$4,900.00	1.00	\$4,900.00	100%
29	Connect 12" HDPE To Existing Water Main	1	ls	9,000.00	9,000.00	\$9,000.00			1.00	\$9,000.00	100%
30	Subtotal Bid Item 4	1	ls	150,700.00	150,700.00	145,800.00	0.03	4,900.00	1.00	150,700.00	100%
31											

32	Bid Item 5									
33	Force Account									
34	Force Account	1	ls	20,000.00	20,000.00	\$16,925.92		0.85	\$16,925.92	85%
35										
36										
37										
38	Subtotal Force Account Usage	1	ls	20,000.00	20,000.00	16,925.92		0.85	16,925.92	85%
39										
40										
Total Contract Amounts					\$298,000.00	\$290,025.92	Earned	\$4,900.00	\$294,925.92	
Description of Items paid by Force Account										
100	WCD #01									
101	Deduct for Asphalt/Relocate of 12" FM	1.0	ls	-22,563.44	-22,563.44	-\$22,563.44		1.00	-\$22,563.44	100%
102	20" Valve Upgrade	1.0	ls	5,631.40	5,631.40	\$5,631.40		1.00	\$5,631.40	100%
103	Fill Piping Replacement	1.0	ls	8,522.62	8,522.62	\$8,522.62		1.00	\$8,522.62	100%
104	16" Wet Tap	1.0	ls	25,335.34	25,335.34	\$25,335.34		1.00	\$25,335.34	100%
105										
106										
107										
108										
109										
110										
111										
112										
113										
114										
115										
TOTAL of Items CHARGED to CONTINGENCY PAY ITEM					\$16,925.92	\$16,925.92			\$16,925.92	

PAY APPLICATION SCHEDULE OF STORED MATERIALS

Roseland Elevated Storage Tank

Indian River County Util

Pay Request #: 6F

ITEM NO.	DESCRIPTION OF MATERIALS	SUPPLIER	INVOICE NO.	PREVIOUSLY RECEIVED	RECEIVED THIS PERIOD	PREVIOUSLY INSTALLED	INSTALLED THIS PERIOD	BALANCE TO INSTALL
A	B	C	D	E	F	G	H	I
TOTAL								

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

TLC Dversified, Inc (TLC).
(Company Name)

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Contract and for every act and neglect of the OWNER and others relating to or arising out of the work.

For all in consideration of
Two hundred ninety four thousand nine hundred twenty five and ninety two dollars (\$ 294,925.92)
(Total Amount of Contract)

paid to TLC by receipt of which is hereby acknowledged,
(Contractor)
do We hereby release and quit claim to the OWNER, its successors
(I/We)
or assigns, all liens, lien rights, claims or demands of any kind whatsoever

which We now have or might have against the property, building, and/ or
(I/We)
for any incidental expense for the construction of
2019-067
(Project Number)

Roseland Elevated Storage Tank Water Transmission Main
(Project Name)

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of January,
2022.

(SEAL)

By 

WITNESS:
Laura Momy Javern

Title Chief People Officer



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Owner
Architect
Contractor
Surety
Other

AIA

Document

G707

Bond No. 050893N

PROJECT: Roseland Elevated Storage Tank Water Transmission Main

TO (Owner)
Indian River County Utilities
1801 27th Street
Vero Beach, FL 32960

ARCHITECT'S PROJECT NO: 2019-067

CONTRACT FOR: Roseland Elevated Storage Tank Water
Transmission Main

CONTRACTOR:
TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

CONTRACT DATE: October 10, 2019

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

Westfield Insurance Company
PO Box 5001
Westfield Center, OH 44251

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 7th day of January, 2022.

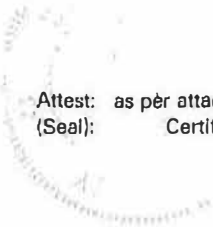
Westfield Insurance Company
Surety Company



Signature of Authorized Representative

Don Bramlage, Attorney-in-Fact & Florida Licensed Resident Agent

Title
Inquiries: 407-330-3990



Attest: as per attach Power of Attorney
(Seal): Certificate & Seal

General
Power
of Attorney

POWER NO. 0994592 00

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of SANFORD and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of FEBRUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Gary W. Stumper*
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of FEBRUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of January A.D., 2022 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

TLC JOB# 1913

JJD Contracting, Inc.
Bore Log

DATE: 3/10/2020

CUSTOMER: TLC DIVERSIFIED, INC.

JOB #: ROSELAND ELEVATED STORAGE TANK TRANS

STREET LOCATION: BORE ROSELAND RD FROM NORTH

FOREMAN: GRANT GARDINER

MAIN SIDE GOING SOUTH TO EAST/SIDE WATERTOWER

PIPE SIZE & QUANTITY: 1-12"

BORE DIRECTION: N-S

STATIONS: 13550 ROSELAND RD
FIRE STATION # 9

ROD/FEET	DEPTH	PITCH		ROD/FEET	DEPTH	PITCH		COMMENTS
15	36	-25		465	187	+2		
30	70	-28		480	185	+1		
45	120	-27	UNDER WATERMAIN	495	185	+1		
60	179	-25		510	183	+3		
75	215	-20		525	173	+4		
90	239	-15		540	164	+4		
105	246	-8		555	150	+6		
120	259	-4		570	139	+6		
135	266	+1		585	128	+7		
150	266	+2		600	117	+7		
165	270	+2		615	111	+7		
180	270	+2		630	104	+9		
195	271	+3		645	101	+7		
210	268	+3		660	97	+6		
225	263	+4		675	83	+10		
240	258	+3		690	75	+14		
255	262	+2		705	40	PIT		
270	248	+3		720				
285	247	+3		735				
300	245	+3		750				
315	245	+3		765				
330	238	+6		780				
345	230	+7		795				
360	226	+5		810				
375	224	+5		825				
390	214	+6		840				
405	204	+7		855				
420	200	+3		870				
435	189	+3		885				
450	190	+1		900				