

**SECTION 00622 - Contractor's Application for Payment
GIFFORD AREA STORMWATER PROJECT**

For Work Accomplished through the period of 11/01/2018 through 11/30/ 2018 Application for Payment No. 4-F

To: Indian River County (OWNER)
 From: JOHNSON-DAVIS, INC. (CONTRACTOR)
 Project No.: IRC-1502
 Bid No.: 2018045

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

1.	Original Contract Price:	<u>\$211,365.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>\$4,570.32</u>
3.	Current Contract Price (1 plus 2):	<u>\$215,935.32</u>
4.	Total completed and stored to date:	<u>\$215,935.32</u>
5.	Retainage (per Agreement):	
	<u>10% of completed Work:</u>	
	0% 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>\$215,935.32</u>
7.	Less previous Application for Payments:	<u>\$194,641.05</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$21,294.27</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, and

Dated 11/30/18

By: [Signature]

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

ROBERT A. KOPLER J.P.
Print Name and Title

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Robert A. Kowler, who being by me first duly sworn upon oath, says that he/she is the vice President of the CONTRACTOR mentioned above and that he/she has been duly authorized to act on behalf of it, and that he/she executed the above Contractor's Application for Payment and Contractor's Certification statement on behalf of said CONTRACTOR; and that all of the statements contained herein are true, correct, and complete. Subscribed and sworn to before me this 04 day of Dec., 2018.

ROBERT A. KOWLER is personally known to me or has produced _____ as identification.

NOTARY PUBLIC: [Signature]

(SEAL)



LARISA DITU PELKEY
Commission # GG 157707
Expires January 22, 2022
Bonded Thru Budget Notary Services

Printed name: LARISA DITU PELKEY

Commission No.: GG 157707

Commission Expiration: 01. 22. 2022

Please remit payment to:

Contractor's Name: JOHNSON-DAVIS INC

Address: 604 HILLARDA DR.
LANTANA, FL. 33462

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SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, LIBERTY MUTUAL INSURANCE COMPANY

_____, a
corporation, in accordance with Public Construction Bond Number 016215860, 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:

Lian Mier
Secretary Lian Mier, Witness

LIBERTY MUTUAL INSURANCE COMPANY
Corporate Surety
175 Berkeley Street
Boston, MA 02116
Business Address

BY: Ben A. Stahl
Print Name: Benjamin A. Stahl
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 Benjamin A. Stahl, to me well known or who produced well known as identification, who being by me first duly sworn upon oath, says that he/she is the Attorney-in-Fact for LIBERTY MUTUAL INSURANCE COMPANY and that he/she has been authorized by 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 3rd day of December, 20 18.

Maria L. ...
Notary Public, State of GEORGIA
My Commission Expires: June 12, 2022

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8195687- 016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mariana Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 2018.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATION OF ENGINEER:

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 12-20-2018

D. Gierndt
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):

N/A

- 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):

N/A


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

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Johnson-Davis Inc.** on the job of **Indian River County BOCC** (Owner), for improvements to the following described project:

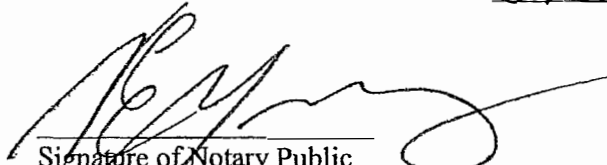
**Gifford Area Stormwater Project; Bid No.: 2018045
Project No.: IRC-1502
Indian River County, Florida**

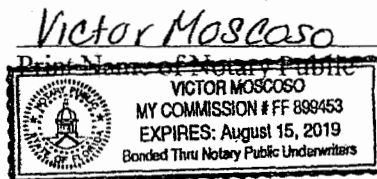
Dated On December 04, 2018

Lienor's Name: Allied Trucking od Palm Beach LLC
Address: 2701 Vista Parkway
West Palm Beach FL 33411

By: 
Printed Name/ Title: Luis Barranco
VP of Sales

Sworn to and subscribe before me this 04 of December 2018


Signature of Notary Public
Commissioned State of Florida



Personally Known or, Produced Identification: Personally Known
Type of Identification Produced: _____

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.


**WAIVER AND RELEASE OF LIEN
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Project No.: IRC-1502
Indian River County, Florida**

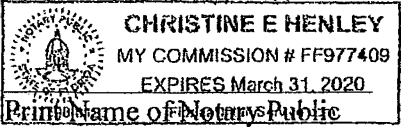
Dated On December 4, 2018

Lienor's Name: **Lake Point Restoration LLC**
Address: **12012 South Shore Blvd., Suite 107
Wellington, FL 33414-6397**

By: 
Printed Name/ Title: Bonnie Owen Controller

Sworn to and subscribe before me this December 4th, 2018


Signature of Notary Public
Commissioned State of Florida



Personally Known XX or, Produced Identification: _____
Type of Identification Produced: _____

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**Gifford Area Stormwater Project; Bid No.: 2018045
Project No.: IRC-1502
Indian River County, Florida**

Dated On Dec 4th, 2018

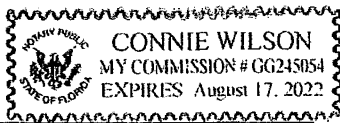
Lienor's Name: Mack Concrete Industries, Inc.

Address: 23902 COUNTY RD 561
ASTATULA, FL 34705

By: *Sarah A Jackson*
Printed Name/ Title: SARAH A JACKSON, Officer

Sworn to and subscribe before me this Dec. 4th, 2018

Connie Wilson
Signature of Notary Public
Commissioned State of Florida


Print Name of Notary Public

Personally Known XX or, Produced Identification: —
Type of Identification Produced: —

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**Gifford Area Stormwater Project; Bid No.: 2018045
Project No.: IRC-1502
Indian River County, Florida**

Dated On 12/4/18

Lienor's Name: Ranger Construction Industries Inc.
Address: P.O. Box 15065
West Palm Beach FL 33416

By: [Signature]
Printed Name/ Title: Cindy Rojas Credit & Collections

Sworn to and subscribe before me this December 4, 2018

[Signature]
Signature of Notary Public
Commissioned State of Florida

Gregoria Estrella
Print Name of Notary Public

Personally Known or, Produced Identification: ✓
Type of Identification Produced: _____



Gregoria Estrella
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF958335
Expires 2/8/2020

**NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
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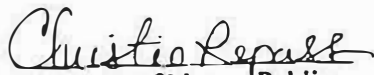
**Gifford Area Stormwater Project; Bid No.: 2018045
Project No.: IRC-1502
Indian River County, Florida**

Dated On 12-4-18

Lienor's Name: Unlimited Turf, LLC
Address: 850 NW Federal Highway, Ste 170
Stuart, FL 34994

By: 
Printed Name/ Title: Elizabeth Gamble

Sworn to and subscribe before me this Dec. 4, 2018 1 Pres.


Signature of Notary Public
Commissioned State of Florida

Christie Repass
Print Name of Notary Public

Personally Known XX or, Produced Identification:
Type of Identification Produced:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Item No.	Description	UNIT	QTY	SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS STORED	BALANCE TO FINISH	
				Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount			QUANTITY	Amount
101-1	MOBILIZATION	LS	1	7,000.00	7,000.00	1.00	7,000.00		0.00	1.00	7,000.00	100.00%	0.00	0.00	0.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	7,500.00	7,500.00	1.00	7,500.00		0.00	1.00	7,500.00	100.00%	0.00	0.00	0.00
104-1	ARTIFICIAL COVERINGS / ROLLED EROSION CNTL	LS	1	1,500.00	1,500.00	1.00	1,500.00		0.00	1.00	1,500.00	100.00%	0.00	0.00	0.00
110-1-1	CLEARING & GRUBBING	LS	1	12,000.00	12,000.00	1.00	12,000.00		0.00	1.00	12,000.00	100.00%	0.00	0.00	0.00
120-1	REGULAR EXCAVATION	CY	490	17.00	8,330.00	473.00	8,041.00		0.00	473.00	8,041.00	96.53%	0.00	17.00	289.00
285-7-11	OPTIONAL BASE, BASE GROUP 11	SY	250	20.00	5,000.00	280.00	5,600.00		0.00	280.00	5,600.00	112.00%	0.00	-30.00	-600.00
334-1-11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A, 1-1/2" SP 12.5	TN	25	415.00	10,375.00	37.00	15,355.00		0.00	37.00	15,355.00	148.00%	0.00	-12.00	-4,980.00
425-15-21	INLETS, DT BOT, TYPE C, <10'	EA	13	2,500.00	32,500.00	13.00	32,500.00		0.00	13.00	32,500.00	100.00%	0.00	0.00	0.00
430-174-215	PIPE CULV, 14"x23" ERCP	LF	585	100.00	58,500.00	630.00	63,000.00		0.00	630.00	63,000.00	107.69%	0.00	-45.00	-4,500.00
430-982-625	MITERED END SECT, 14"x23"	EA	1	1,700.00	1,700.00	2.00	3,400.00		0.00	2.00	3,400.00	200.00%	0.00	-1.00	-1,700.00
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	15	140.00	2,100.00	34.00	4,760.00		0.00	34.00	4,760.00	226.67%	0.00	-19.00	-2,660.00
570-1-2	PERFORMANCE TURF, SOD	SY	3912	5.00	19,560.00	4,124.00	20,620.00		0.00	4,124.00	20,620.00	105.42%	0.00	-212.00	-1,060.00
700-1-40	SINGLE POST SIGN, INSTALL	EA	11	250.00	2,750.00	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	11.00	2,750.00
700-1-50	SINGLE POST SIGN, RELOCATE	EA	11	150.00	1,650.00	4.00	600.00	7.00	1,050.00	11.00	1,650.00	100.00%	0.00	0.00	0.00
1080-15	UTILITY FIXTURE, ADJUST & MODIFY	EA	3	300.00	900.00	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	3.00	900.00
999-1	AS-BUILT DRAWINGS (BY REGISTERED SURVEYOR)	LS	1	10,000.00	10,000.00	0.00	0.00	1.00	10,000.00	1.00	10,000.00	100.00%	0.00	0.00	0.00
SUB TOTAL					181,365.00		181,876.00		11,050.00		192,926.00		0.00		-11,561.00
	FORCE ACCOUNT	LS	1	30,000.00	6,990.68		0.00		0.00		0.00	0.00%	0.00	1.00	6,990.68
WCD1	ADDITIONAL WORK/UTILITIES	LS	1	23,009.32	23,009.32	1.00	23,009.32		0.00	1.00	23,009.32	100.00%	0.00	0.00	0.00
SUB TOTAL					30,000.00		23,009.32		0.00		23,009.32		0.00		6,990.68

GIFFORD AREA STORMWATER PROJECT				TOTAL	211,365.00	TOTAL	204,885.32	TOTAL	11,050.00	TOTAL	215,935.32	TOTAL	0.00	TOTAL	-4,570.32
AMOUNT COMPLETED TO DATE														\$215,935.32	
MATERIALS STORED TO DATE														\$0.00	
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE														\$215,935.32	
RETAINAGE OF WORK COMPLETED AT 0%														\$0.00	
TOTAL COMPLETED AND STORED LESS RETAINAGE														\$215,935.32	
LESS PREVIOUS PAYMENT														\$194,641.05	
AMOUNT DUE CONTRACTOR														\$21,294.27	