



Memorandum

To: Terry Southard —Indian River County Utilities

From: Nick Black, P.E.

Date: February 12th, 2021

Subject: Oslo WTP Blower Replacement
Payment Request No. 7
KHA Project No. 044572053
Bid #2020009

This .pdf presents Application for Payment No. 7 from TLC Diversified, Inc. in the amount of \$29,237.83 for the period through February 28th, 2021. We have reviewed the pay request and recommend payment of the attached invoice.

This presents the final payment application for this project. Included in this pay application are the release of liens, consent of surety and record drawings. Spare parts are at Oslo WTP and punch list has been completed as per site visit on March 11th, 2021.

Should you have any questions please do not hesitate to contact me directly at 561-421-1979.



Nick Black, P.E.
3-12-2021

Attachments: Application for Payment No. 7

Copy to: Mark Miller, P.E./File (w/ attachments)

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APPLICATION AND CERTIFICATE FOR PAYMENT

To: Indian River Co Utilities
 Utilities @ 1801 27th Street
 Vero Beach, FL. 32960

Project: Oslo Water Treatment Plant Blower Replacement

Application: 7E
FINAL
 Period to: 02/28/2021



From: TLC Diversified, Inc.
 2719 17th Street East
 Palmetto, FL. 34221
 941-722-0621

Contract No.: 2020009
 Contract Date: 12/17/2019

PO Reference No.:

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

CHANGE ORDER SUMMARY			ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner				
TOTAL				
Approved this month				
Number	Date Approved			
1	11/17/2020		\$60,194.25	
2				\$7,415.95
TOTALS			\$60,194.25	\$7,415.95
Net Change by Change Orders			\$52,778.30	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

Total Stored Material	
1 Original Contract Sum	\$208,100.00
2 Net Change by Change Orders	\$52,778.30
3 Contract Sum to Date (Line 1 + 2)	\$260,878.30
4 Total Completed	\$260,878.30
5 Total Stored Material	\$0.00
6 Total Completed and Stored	\$260,878.30
7 Retainage 0.00% (to 50% of completed work)	\$0.00
8 Total Earned Less Retainage	\$260,878.30
(Line 6 less Line 7 Total)	
9 Less Previous Certificates for Payment	\$231,640.47
(Lines 9 + 10 from prior certificate)	
10 Current Payment Due (Line 8 less line 9)	\$29,237.83
11 Balance to Finish, Plus Retainage	\$0.00
(Line 3 less line 8)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that c

CONTRACT DATA	
Bids Received	10/23/2019
Notice to Proceed	02/17/2020
Days, Substant. Comp.	210
Days, Final Comp.	240
Time Extensions Allowed	60
ew Final Completion Date	12/13/2020
Percent Complete - \$\$\$	100.00%
Percent Complete - Time	125.67%
Time Elapsed to Date:	377

By:

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the above application, the Architect/Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated, that the quality of work is in accordance with said Contract Documents, and the Contractor is entitled to payment of the AMOUNT RECOMMENDED.

Date: 03/03/2021

AMOUNT Recommended by Engineer: \$ 29,237.83

(Attach explanation if amount certified differs from that applied for)

Engineer:

By: Nick Bruce, P.E. Date: 3-12-21

This Certificate is not negotiable. The AMOUNT recommended 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.

**Oslo Water Treatment Plant Blower
Replacement**

Draw # 7F 02/28/2021
FINAL

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	Oslo WTP Blower Replacement										
2	Bid Item 1										
3	Mobilization & Demobilization										
4	Mobilization	1	ls	6,500.00	6,500.00	\$6,500.00			1.0	\$6,500.00	100%
5	Demobilization	1	ls	3,500.00	3,500.00		1.00	\$3,500.00	1.0	\$3,500.00	100%
6	Indemnification	1	ls	100.00	100.00	\$100.00			1.0	\$100.00	100%
7											
8	Bonds & Insurance										
9	Bond and Insurance	1	ls	2,100.00	2,100.00	\$2,100.00			1.0	\$2,100.00	100%
10											
11											
12	Concrete										
13	Demo	1	ls	6,000.00	6,000.00	\$6,000.00			1.0	\$6,000.00	100%
14	Form and Pour	1	ls	10,500.00	10,500.00	\$10,500.00			1.0	\$10,500.00	100%
15											
16											
17	Blowers										
18	Remove Blowers	1	ls	10,500.00	10,500.00	\$10,500.00			1.0	\$10,500.00	100%
19	Install New Blowers and Transition Fittings	1	ls	140,300.00	140,300.00	\$140,300.00			1.0	\$140,300.00	100%
20	Equipment Startup	1	ls	12,000.00	12,000.00	\$12,000.00			1.0	\$12,000.00	100%
21											
22											
23	Electrical										
24	Replace Electrical Conduit and Wire	1	ls	6,600.00	6,600.00	\$6,600.00			1.0	\$6,600.00	100%
25											
26	Subtotal Bid Item #1	1	ls	198,100.00	\$198,100.00	\$194,600.00	0.02	\$3,500.00	1.00	\$198,100.00	100%
27											
28											
29											
30											
31											
32											

**Oslo Water Treatment Plant Blower
Replacement**

Draw # 7F 02/28/2021
FINAL

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
33	Bid Item #02										
34	Force Account	1	ls	10,000.00	10,000.00	\$2,584.05			0.26	\$2,584.05	26%
35											
36											
37											
38	Subtotal Contingency Items	1	ls	10,000.00	\$10,000.00	\$2,584.05			0.26	\$2,584.05	26%
39											
40											
Total Contract Amounts					\$208,100.00	\$197,184.05	Earned	\$3,500.00		\$200,684.05	

Description of Items paid by Force Account

101	WDC #1	1.0	ls	2,584.05	2,584.05	\$2,584.05			1.0	\$2,584.05	100%
102											
103											
104											
105											
106											
107											
108											
109											
110											
111											
112											
113											
114											
115											
116											
TOTAL of Items CHARGED to CONTINGENCY PAY ITEM					\$2,584.05	\$2,584.05				\$2,584.05	

PAY APPLICATION SCHEDULE OF STORED MATERIALS

Oslo Water Treatment Plant Blower

Indian River Co Utilities

Pay Request #: 7F

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
19	Blower Fans and Transition Fittings	Verantis	5344	115,336.00		115,336.00		
TOTAL				\$115,336.00		\$115,336.00		

**WAIVER AND RELEASE OF
LIEN AND/OR BOND UPON FINAL PAYMENT
(SECTIONS 713.20(5) AND 255.05(2)(C), FLORIDA STATUTES)**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned lienor, in consideration of the final payment in the amount of one dollar and .00/100 cents (\$1.00) paid by TLC DIVERSIFIED, INC.

The undersigned hereby waives and releases its lien and right to claim a lien, and any right to claim against any payment bond, for labor, services or materials furnished to TLC DIVERSIFIED, INC., and Indian River County the Owner, and the building on premises legally described as:

**IR Oslo Blower
TLC Job # 19-18-01**

on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND SEAL

THIS 26th DAY OF February, 2021

WITNESSES:

Samantha Hornilke

Aimee Pickup

STATE OF Virginia
COUNTY OF Newport News

I HEREBY ACKNOWLEDGE THAT THE FOREGOING WAIVER OF RIGHT TO CLAIM LIEN ARE TRUE AND CORRECT.

Aimee Pickup

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL

Aimee Pickup **PERSONALLY KNOWN TO ME** THIS 26th DAY OF February, 2021 **BEFORE**

MY COMMISSION EXPIRES 11/30/22

NOTARY PUBLIC *Catherine Mills*



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Owner
Architect
Contractor
Surety
Other

AIA Document G707 Bond No. 050894C

PROJECT: OSLO WATER TREATMENT PLANT BLOWER REPLACEMENT

TO (Owner)
INDIAN RIVER COUNTY
1800 27th Street
Vero Beach, FL 32960

ARCHITECT'S PROJECT NO: 2020009

CONTRACT FOR: OSLO WTP BLOWER REPLACEMENT

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

CONTRACT DATE: December 17, 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
1800 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 2nd day of March, 2021.



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

Westfield Insurance Company
Surety Company

Signature of Authorized Representative

Laura D. Mosholder, Attorney-in-Fact & Florida Licensed Resident Agent

Title
Inquiries: 407-330-3990

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/20/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994592 00

General Power of Attorney

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 ST PETERSBURG 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, 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, 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 2nd day of March A.D., 2021



Frank A. Carrino Secretary Frank A. Carrino, Secretary