

**SECTION 00622 - Contractor's Application for Payment
INDIAN RIVER COUNTY COURTHOUSE
JUDGE'S SECURITY UPGRADE PROJECT**

Application for Payment No. **5 FINAL**

For Work Accomplished through the period of **November 26, 2017 through December 25, 2017**

To: Indian River County (OWNER)
 From: Summit Construction of Vero Beach (CONTRACTOR)
 Bid No.: **2017050**
 Project No.: **IRC-1621**

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

1.	Original Contract Price:	<u>\$354,250.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>\$-23,827.25</u>
3.	Current Contract Price (1 plus 2):	<u>\$330,422.75</u>
4.	Total completed and stored to date:	<u>\$330,422.75</u>
5.	Retainage (per Agreement):	
	0% of completed Work:	
	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>\$330,422.75</u>
7.	Less previous Application for Payments:	<u>\$281,761.69</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$48,661.06</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 1/4/2018

By: [Signature]
(CONTRACTOR – must be signed by an Officer of the Corporation)

William B. Schuh, Pres.
Print Name and Title

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared William B. Schuh, who being by me first duly sworn upon oath, says that he/she is the Owner 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 4th day of January, 2018.

William B. Schuh is personally known to me or has produced as identification.

NOTARY PUBLIC: [Signature]

Printed name: Christy Schwartz

Commission No.: FF936557

Commission Expiration: Oct. 21, 2018

(SEAL)



CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services

Please remit payment to:

Contractor's Name: Summit Construction of Vero Beach

Address: 2837 Flight Safety Drive, Vero Beach, FL 32960

[The remainder of this page was left blank intentionally]

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 2/9/18


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 2/9/18


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):**

ALL FINALS PROVIDED HEREIN

FINAL WAIVER AND RELEASE OF LIEN

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 Kempfs' Site Development, Inc. to the following described property:

IRC Judges Security

2000 16th Avenue

Vero Beach, FL


Dated December 29, 2017.

Lienor's Name: Action Rentals, LLC

Address: 6581 Southern Blvd.

City/State/Zip: W. Palm Bch., FL 33413

Printed Name: Jamie Beck

Signature: 

STATE OF: Florida

COUNTY OF: Indian River

Sworn to and subscribed before me by Jamie Beck, who is either personally known to me or has produced _____, as identification on this 29 day of December, 2017.

Christina Turner

My Commission Expires: 10/25/2021

Notary



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

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$2,791.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/25/17 to **Summit Construction of Vero Beach** to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Adron Fence Company

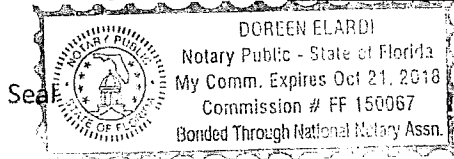
Ross A. Chambers
Signature

Ross A. Chambers, President
Title

28 DEC 17
Date

State of Florida
County of Okechobee

The foregoing instrument was acknowledged before me this 28 day of Dec, 2017 by Ross A. Chambers who is personally known or furnished the following identification



Doreen Elardi
Notary Public

My commission expires: 10/21/18 DOREEN ELARDI

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

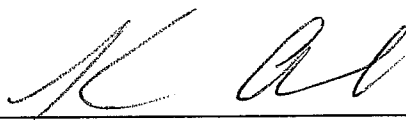
FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$4,458.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 11/30/17 to Summit Construction of Vero Beach to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Albrecht Irrigation Company



Signature

President

12-19-17

Date

Title

State of FL
County of Indian River

The foregoing instrument was acknowledged before me this 19 day of December, 2017 by Kevin Albrecht who is personally known or furnished the following identification _____.

Seal  CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services


Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$2,449.50** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 11/30/17 to **Summit Construction of Vero Beach** to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: All Interior & Exterior Const., Inc.

12/20/17
Date

[Signature]
Signature
PRESIDENT
Title

State of FL
County of Indian River

The foregoing instrument was acknowledged before me this 20 day of December, 2017 by Dale Carpenter who is personally known or furnished the following identification _____.

Seal  CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services

[Signature]
Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

PAYER #14484984

4

Form: Final Release

**WAIVER AND RELEASE OF LIEN
FINAL RELEASE**

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 SMILEY CORP on the following property described as:

2000 16 AVE / COURTHOUSE
VERO BEACH, FL.

Dated on OCTOBER 19, 2017

State of Florida
County of BREVARD

CEMEX CONSTRUCTION MATERIAL FL LLC
3365 E INDUSTRY RD
COCOA, FL. 32926
321-633-0699

By 

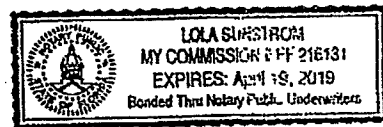
Printed Name: VERONICA A HANSEN

The foregoing was acknowledged before this OCT. 19, 2017, VERONICA A HANSEN Authorized Agent, who is personally known to me and who took an oath.



Notary Public

My Commission expires:



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 UPON FINAL PAYMENT

(Section 713.20(5) Florida Statutes)

This instrument Prepared by: BRIAN WELSH
CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY AL 361210189
07-1639606-CD

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 R.F. CONCRETE CONSTRUCTION (customer) on the job of INDIAN RIVER COUNTY PUBLIC WORKS (owner), to the following described property:

INDIAN RIVER COUNTY COURTHOUSE JUDGE'S SECURITY UPGRADE, 2000 16TH AVENUE,
VERO BEACH, FL 32960, BOND NO. OCN-2431458.

DATED on NOVEMBER 8, 2017

CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY AL 361210189

By: *Brian Welsh*
BRIAN WELSH
BRANCH MANAGER

Before me, personally appeared, BRIAN WELSH, the BRANCH MANAGER of CONSTRUCTION MATERIALS INC, who produced N/A as identification or is personally known to me, and who did take an oath, and acknowledged to and before me that he/she executed this instrument for the purposes therein expressed on behalf of said entity, this 8 day of NOVEMBER, 2017

Kathleen I McSwain
Notary Public; State of Florida
My Commission Expires:



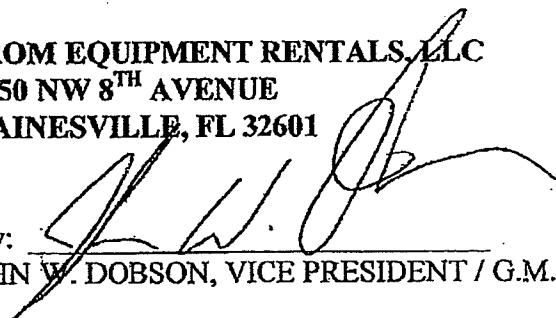
**UNCONDITIONAL
FINAL
WAIVER AND RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, hereby waives and releases ALL its lien and the right to claim a lien for labor, services or materials furnished to SMILEY CORP on the job of INDIAN RIVER COUNTY PUBLIC WORKS, to the following described property:

**INDIAN RIVER COUNTY COURTHOUSE
2000 16TH AVENUE
VERO BEACH, FL**

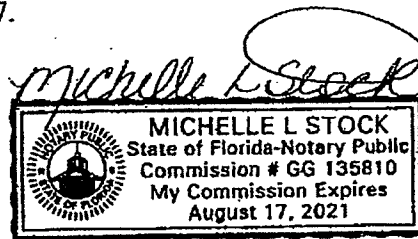
Dated on **OCTOBER 19, 2017**

**CROM EQUIPMENT RENTALS, LLC
1150 NW 8TH AVENUE
GAINESVILLE, FL 32601**

By: 
JOHN W. DOBSON, VICE PRESIDENT / G.M.

State of: Florida
County of: Alachua

This date appeared before me JOHN W. DOBSON personally known to me who acknowledged the he did execute the foregoing document on behalf of the corporation known as Crom Equipment Rentals, LLC of which he serves as an authorized agent.
Sworn to and subscribed before me this OCTOBER 19, 2017.



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (2000). A person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

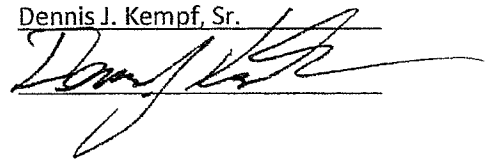
FINAL WAIVER AND RELEASE OF LIEN

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 Summit Construction Mgmt., Inc. to the following described property:

IRC Judges Security
2000 16th Avenue
Vero Beach, FL

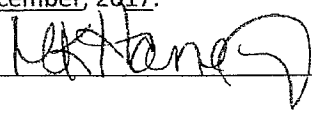
Dated December 28th, 2017.

Lienor's Name: Kempfs' Site Development, Inc.
Address: 2676 50th Avenue
City/State/Zip: Vero Beach, FL 32966

Printed Name: Dennis J. Kempf, Sr.
Signature: 

STATE OF: Florida
COUNTY OF: Indian River

Sworn to and subscribed before me by Dennis J. Kempf, Sr., who is personally known to me on this 28th day of December, 2017.



Notary

My Commission Expires: _____



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

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

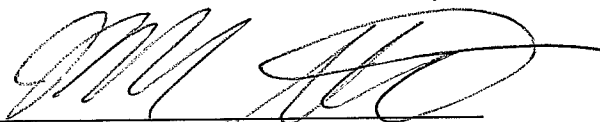
FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$16,502.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/25/17 to **Summit Construction of Vero Beach** to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Indian River Gate Systems



Signature

President

Title

12/28/17
Date

State of FL
County of Indian River

The foregoing instrument was acknowledged before me this 28 day of December, 2017 by Michael Patrick who is personally known or furnished the following identification _____.

Seal



CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services

Christy Schwartz
Notary Public

My commission expires:

10/21/2018

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$4,493.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/25/17 to Summit Construction of Vero Beach to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Manning Electric of Vero Beach, Inc.

[Signature]

Signature

VP

Title

12/20/17

Date

State of FL
County of Indian River

The foregoing instrument was acknowledged before me this 28 day of December, 2017 by Frank Wetmore who is personally known or furnished the following identification _____.

Seal



CHRISTY SCHWARTZ
MY COMMISSION # FF 938557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services

[Signature]
Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

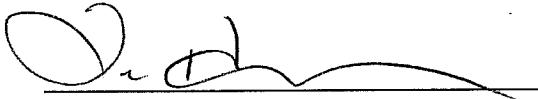
FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$8,226.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 1/30/17 to Summit Construction of Vero Beach to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: R.F. Concrete Construction, Inc.



Signature

Office Manager

Title

12-19-17

Date


State of Fl
County of Indian River

The foregoing instrument was acknowledged before me this 19 day of December, 2017 by Terri Hinzman who is personally known or furnished the following identification _____.

Seal



CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services



Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

FINAL RELEASE OF LIEN

The undersigned Lienor, in consideration of the FINAL PAYMENT in the amount of \$ 16,200.00 hereby RECEIVED, hereby waives and releases all claims, its lien and right to claim a lien for labor, services or materials furnished to RF Concrete Const. Co. on the job of

(insert the name of your customer)

Indian River Court House Security Wall on the following described project:

(insert the name of the owner)

2000 16th Ave.

Vero Beach, FL. 32960

Dated on November 8, 2017 ,20

Lienor's Company: Smiley Corp.

Signature: *Carolyn Smiley*

Print Name and Title: Carolyn Smiley President

State of Florida

County of Indian River

The foregoing instrument was acknowledged before me this 8 day of November ,20 17

by Carolyn Smiley who is President of said company. He/She is personally known to me or has produced _____ as identification.

Notary Public: _____

Signature: *TERRI HINZMAN*

Print: TERRI HINZMAN

My Commission Expires:

version 01.08.14



Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$2,100.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 11/30/17 to Summit Construction of Vero Beach to the following property:

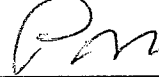
Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Tru-Steel Corporation



Signature



Title

12/18/17

Date

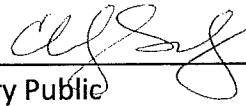
State of FL

County of Indian River

The foregoing instrument was acknowledged before me this 18 day of December, 2017 by George Barsen who is personally known or furnished the following identification _____.



CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services



Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

Summit Construction of Vero Beach
2837 Flight Safety Drive
Vero Beach, FL 32960

FINAL WAIVER AND RELEASE OF LIEN OR CLAIM AGAINST BOND

The undersigned, in consideration of the **FINAL** payment in the amount of **\$3,010.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 11/30/17 to Summit Construction of Vero Beach to the following property:

Job # 258 IRC JUDGES SECURITY
2000 16th Avenue
Vero Beach, FL 32960

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Lienor's Name: Vero Coatings, Inc.

Bob Gelsimino
Signature

12/21/2017
Date

owner
Title

State of FL
County of Indian River

The foregoing instrument was acknowledged before me this 21 day of December, 2017 by Bob Gelsimino who is personally known or furnished the following identification _____.

Seal  CHRISTY SCHWARTZ
MY COMMISSION # FF 936557
EXPIRES: October 21, 2018
Bonded Thru Budget Notary Services

Christy Schwartz
Notary Public

My commission expires: _____

Note: This is a statutory form prescribed by Section 713.2, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

