

## SECTION 00622 - Contractor's Application for Payment

### SOUTH COUNTY PARK GENERAL USE FIELD

Application for Payment No. 03 FINAL  
For Work Accomplished through the period of January 20th 2017 through February 25<sup>th</sup> 2017

From: Guettler Brothers Construction LLC (CONTRACTOR)

Bid No.: 2016048

Project No.: 1425

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

|    |  |                     |
|----|--|---------------------|
| 1. | Original Contract Price:                                       | <u>\$349,357.00</u> |
| 2. | Net change by Change Orders and Written Amendments (+ or -):   | <u>\$0</u>          |
| 3. | Current Contract Price (1 plus 2):                             | <u>\$349,357.00</u> |
| 4. | Total completed and stored to date:                            | <u>\$298,482.00</u> |
| 5. | Retainage (per Agreement):                                     |                     |
|    | <u>      </u> % 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>\$298,482.00</u> |
| 7. | Less previous Application for Payments:                        | <u>\$283,557.90</u> |
| 8. | <b>DUE THIS APPLICATION (6 MINUS 7):</b>                       | <u>\$14,924.10</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 2/24/17


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

Ben Guettler, Manager  
Print Name and Title

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared Ben Guettler, who being by me first duly sworn upon oath, says that he/she is the Manager 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 24th day of February, 20 17.

Ben Guettler is personally known\* to me or has produced as identification.

NOTARY PUBLIC: 

(SEAL)

Printed name: Sharon M Morris



Commission No.: FF136734

Commission Expiration: 07/31/2018

Please remit payment to:

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\*\*\*\*\*  
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**CONSENT OF  
SURETY COMPANY  
TO PROGRESS PAYMENT**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

☐  
☐  
☐  
☐  
☐

AIA DOCUMENT G707

**Bond #21BCSHH8062**

**PROJECT:** South County Park General Use Field      **JOB NO.**

**TO: (Owner)**

Indian River County  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

**CONTRACT FOR:**

**CONTRACTOR:**

Guettler Brothers Construction LLC  
4401 Whiteway Dairy Road  
Ft. Pierce FL 34947

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)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

, SURETY COMPANY,

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

Guettler Brothers Construction LLC  
4401 Whiteway Dairy Road  
Ft. Pierce, FL 34947

, CONTRACTOR

hereby approves of the \$29,848.20 progress payment to the Contractor, and agrees that payment to the Contractor shall not relieve the Surety Company of any of it's obligations to (here insert name and address of Owner)

Indian River County  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

, OWNER

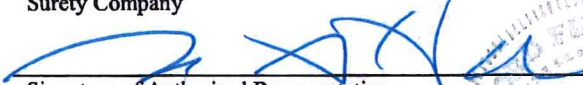
as set forth in said Company's bond.

IN WITNESS WHEREOF,

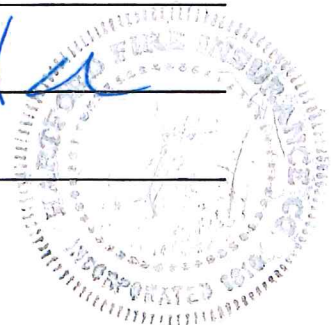
the Surety Company has hereunto set it's hand this 1<sup>st</sup> day of March, 2017.

Hartford Fire Insurance Company

Surety Company

  
Signature of Authorized Representative

Michael A. Holmes, Attorney-In-Fact  
Title



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BROWN & BROWN OF FLORIDA INC  
Agency Code: 21-220140

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Gerald J. Arch, Michael A. Holmes, James F. Murphy of FORT LAUDERDALE, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public  
My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of March 1, 2017.

Signed and sealed at the City of Hartford



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**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 3/22/17

Nathan J. Otter  
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 3/21/17  
App # 3

David G. K  
SIGNATURE

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| Item No.      | Description   | UNIT | QTY    | SCHEDULED VALUE |            | PREVIOUS APPLICATION |            | THIS PERIOD |         | TOTAL COMPLETED |            | %        | MATERIALS<br>STORED | BALANCE TO FINISH |           |
|---------------|---|------|--------|-----------------|------------|----------------------|------------|-------------|---------|-----------------|------------|----------|---------------------|-------------------|-----------|
|               |   |      |        | Unit Price      | Amount     | QUANTITY             | Amount     | QUANTITY    | Amount  | QUANTITY        | Amount     |          |                     | QUANTITY          | Amount    |
| 101-1         | MOBILIZATION  | LS   | 1      | 25,000.00       | 25,000.00  | 1.00                 | 25,000.00  | 0.00        | 0.00    | 1.00            | 25,000.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 102-1         | MAINTENANCE OF TRAFFIC  | LS   | 1      | 4,000.00        | 4,000.00   | 1.00                 | 4,000.00   | 0.00        | 0.00    | 1.00            | 4,000.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 104-13        | SILT FENCE - TYPE III   | LF   | 1,820  | 0.90            | 1,638.00   | 1,820.00             | 1,638.00   | 0.00        | 0.00    | 1,820.00        | 1,638.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 104-15        | SOIL TRACKING DEVICE  | EA   | 1      | 2,120.00        | 2,120.00   | 1.00                 | 2,120.00   | 0.00        | 0.00    | 1.00            | 2,120.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 110-1-1       | CLEARING AND GRUBBING (5.21 ACRES)  | LS   | 1      | 32,111.00       | 32,111.00  | 1.00                 | 32,111.00  | 0.00        | 0.00    | 1.00            | 32,111.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 110-7         | REMOVE CURB, SIDEWALK & SHELL ROAD  | LS   | 1      | 3,718.00        | 3,718.00   | 1.00                 | 3,718.00   | 0.00        | 0.00    | 1.00            | 3,718.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 120-2-1       | IMPORT FILL FROM COUNTY SOURCE (SEE DIVISION 2 - TECHNICAL PROVISIONS, SECTION 120 FOR DETAILS) | CY   | 5,000  | 5.00            | 25,000.00  | 5,000.00             | 25,000.00  | 0.00        | 0.00    | 5,000.00        | 25,000.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 120-2-2       | IMPORT FILL (IMPORT, PLACE AND GRADE)   | CY   | 14,600 | 7.25            | 105,850.00 | 14,600.00            | 105,850.00 | 0.00        | 0.00    | 14,600.00       | 105,850.00 | 100.00%  | 0.00                | 0.00              | 0.00      |
| 285-704       | SHELL ROADWAY - 6"  | SY   | 930    | 9.00            | 8,370.00   | 930.00               | 8,370.00   | 0.00        | 0.00    | 930.00          | 8,370.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 425-1-55-1    | INLET, DT BOTTOM, TYPE E  | EA   | 5      | 2,900.00        | 14,500.00  | 5.00                 | 14,500.00  | 0.00        | 0.00    | 5.00            | 14,500.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 430-175-115   | PIPE CULVERT, 15" (CAP)   | LF   | 252    | 40.00           | 10,080.00  | 252.00               | 10,080.00  | 0.00        | 0.00    | 252.00          | 10,080.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 430-175-118   | PIPE CULVERT, 18" (CAP)   | LF   | 240    | 45.00           | 10,800.00  | 240.00               | 10,800.00  | 0.00        | 0.00    | 240.00          | 10,800.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 430-175-215   | PIPE CULVERT, 12"x18" (ERCP)  | EA   | 60     | 52.00           | 3,120.00   | 60.00                | 3,120.00   | 0.00        | 0.00    | 60.00           | 3,120.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 430-984-623   | MITERED END SECTION, 12"x18" (ERCP)   | EA   | 2      | 870.00          | 1,740.00   | 2.00                 | 1,740.00   | 0.00        | 0.00    | 2.00            | 1,740.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 522-2         | CONCRETE DRIVEWAY - 6" THICK  | SY   | 126    | 50.00           | 6,300.00   | 126.00               | 6,300.00   | 0.00        | 0.00    | 126.00          | 6,300.00   | 100.00%  | 0.00                | 0.00              | 0.00      |
| 570-1         | SOD (BAHIA)   | SY   | 25,220 | 1.75            | 44,135.00  | 25,220.00            | 44,135.00  | 0.00        | 0.00    | 25,220.00       | 44,135.00  | 100.00%  | 0.00                | 0.00              | 0.00      |
| 700-1-11      | STOP SIGN - 30" R1-1  | LS   | 1      | 325.00          | 325.00     | 0.00                 | 0.00       | 1.00        | 325.00  | 1.00            | 325.00     | 100.00%  | 0.00                | 0.00              | 0.00      |
| 711-11-125    | THERMOPLASTIC - 24" SOLID WHITE   | LF   | 10     | 55.00           | 550.00     | 0.00                 | 0.00       | 10.00       | 550.00  | 10.00           | 550.00     | 100.00%  | 0.00                | 0.00              | 0.00      |
| CO#1          | CO#1 - CREDIT STOP SIGN & THERMOPLASTIC   | LS   | 1      | -875.00         | -875.00    | 0.00                 | 0.00       | 1.00        | -875.00 | 1.00            | -875.00    | 100.00%  | 0.00                | 0.00              | 0.00      |
| SUB TOTAL     |   |      |        | SUBTOTAL        | 298,482.00 | SUBTOTAL             | 298,482.00 | SUBTOTAL    | 0.00    | SUBTOTAL        | 298,482.00 | SUBTOTAL | 0.00                | SUBTOTAL          | 0.00      |
| FORCE ACCOUNT |   |      |        | 50,000.00       |            |                      |            |             |         |                 |            |          |                     | 50,000.00         |           |
| TOTAL         |   |      |        | TOTAL           | 348,482.00 | TOTAL                | 298,482.00 | **TOTAL     | 0.00    | TOTAL           | 298,482.00 | TOTAL    | 0.00                | TOTAL             | 50,000.00 |

AMOUNT COMPLETED TO DATE  
MATERIALS STORED TO DATE  
SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE  
RETAINAGE OF WORK COMPLETED AT 0%  
TOTAL COMPLETED AND STORED LESS RETAINAGE  
LESS PREVIOUS PAYMENT  
AMOUNT DUE CONTRACTOR

|              |
|--------------|
| \$298,482.00 |
| \$0.00       |
| \$298,482.00 |
| \$0.00       |
| \$298,482.00 |
| \$283,557.90 |
| \$14,924.10  |