## **SECTION 00622 - Contractor's Application for Payment** IRC HEALTH DEPARTMENT ROOF REPLACEMENT AND EXTERIOR **REPAIR PROJECT**

Application for Payment No. 06

For Work Accomplished through the period of 10-1-18 through 2-06-19

To:	Indian River County (C		
From:	Advanced Roofin	g, Inc.	(CONTRACTOR)
Bid No.:	2018013		
Project No.:	IRC-1736		

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

1.	Original Contract Price:	\$509,406.00
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ 0.00
3.	Current Contract Price (1 plus 2):	\$ 509,406.00
4.	Total completed and stored to date:	\$483,431.00
5.	Retainage (per Agreement):	
	5 % of completed Work:	
	% of retainage:	\$
1	Total Retainage:	\$ 0.00
6.	Total completed and stored to date less retainage (4 minus 5):	\$483,431.00
7.	Less previous Application for Payments:	\$ 457,359.45
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ 26,071.55

#### **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;

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Dated			Page 2 of 5							
DAWN EMERY WY COMMISSION = GGI64588  Commission Expiration: 1/26/22    Please remit payment to:  Contractor's Name: Advanced Roofing, Inc.    Address:  1950 NW 22nd St.    Ft. Laudedale, FL 33311	Rober	Dated <u>2/1/11</u> STATE OF FLORIDA COUNTY OF INDIAN Before me, a Nota <u>President</u> authorized to act on Payment and Contra the statements conta me this <u>The</u> day of <u>Rober P. Lo</u>	By: (CONTRACTOR - must be signed by an Officer of the Corporation) Robert Lornah cent freshind Print Name and Title ARVER Semicide any Public, duly commissioned, qualified, and acting, personally appeared who being by me first duly sworn upon oath, says that he/she is the of the CONTRACTOR mentioned above and that he/she has been duly behalf of it, and that he/she executed the above Contractor's Application for actor's Certification statement on behalf of said CONTRACTOR; and that all of ained herein are true, correct, and complete. Subscribed and sworn to before FEDUCAL, 20 J. Mathical is personally known to me or has produced as identification. NOTARY PUBLIC:							
Contractor's Name:  Advanced Roofing, Inc.    Address:  1950 NW 22nd St.    Ft.  Laudedale, FL 33311		Commission No.: GG 164 588								
Address: 1950 NW 22nd St. Ft. Laudedale, FL 33311		Please remit payment to:								
Ft. Laudedale, FL 33311		Contractor's Name: Advanced Roofing, Inc.								
		Address:	1950 NW 22nd St.							
****			Ft. Laudedale, FL 33311							
		*****	****							

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### SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, The Guarantee Company of North America USA One Towne Square, Suite 1470, Southfield, MI 48076

corporation, in accordance with Public Construction Bond Number <u>80157871</u>, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR'S APPLICATION FOR PAYMENT.

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TO BE EXECUTED BY CORPORATE SURETY:

Attest: Secretary

The Guarantee Company of North America USA Corporate Surety One Towne Square, Suite 1470 Southfield, MI 48076

**Business Address** 

IN BY: Print Name: William Grefe Griffin

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 William Grefe Griffin\_\_\_\_\_\_, to me well known or who produced \_\_\_\_\_\_\_as identification, who being by me first duly sworn upon oath, says that he/she is the <u>Attorney-in-Fact</u> for \_\_\_\_\_\_\_and that he/she has been authorized by <u>\*See Below</u>\_\_\_\_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 <u>8th</u> day of February 20\_19\_\_\_.



Notary Public, State of <u>Florida</u> My Commission Expires: <u>03-24-2019</u>

\*The Guarantee Company of North America USA

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The Guarantee Company of North America USA Southfield, Michigan

#### **POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

> Michael Marino, William Grefe Griffin, Torre Taylor, Ricardo Davila Lamar, Elizabeth De La Caridad Lang American Global, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1.
- 2.
- To appoint Attomey(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and To revoke, at any time, any such Attomey-in-fact and revoke the authority given, except as provided below In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attomey-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its hond
- Department of Transportation making payment of the line estimate to the Contractor and/or its assigned, shar hor releve this subley Company of any of its obligations under its bond. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. 4.

Further, this Power of Attomey is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>rd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

And Checkel Stephen C. Ruschak, President & ChiefOperating Officer

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STATE OF MICHIGAN **County of Oakland** 

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly swom, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of relidencements. id company.



Cynthia A. Taka Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia Q. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 8th day of February 2019



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Randall Musselman, Secretary

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#### **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.

Reachanne i Marganan a' a friithe anns i sachadaran a' a acailte an a' an anns a'

Dated

#### 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):

lond 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): Vone 00622 - Contractor's Application for Payment - 03-10 rev 00622 - 5 F:\Public Works\ENGINEERING DIVISION PROJECTS\1736 IRC Health Department Roof Replacement Project\1-AdmintBid Documents\Master Contract Documents\00622 - Contractor's Application for Payment - 03-10 row.doc Rev. 05/01

# IRC PROJECT ND. 1736 IRC Health Dept Roof Replacement

Item No.				SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS	BALANC	E TO FINISH
	Description	QTY	UNIT	Unit Price	Amount	QUANTITY	Amount	QUANTITY	Amount	QUANTITY	Amount		STORED	QUANTITY	Amount
001	ROOFS A, B.C, F, G, I, J & K	20,712	SF	12.676	262,545.31	20,712.00	262,545.31		0.00	20,712.00	262,545.31	100.00%		0.00	0.00
002	ROOF SECTOR D	2,520	SF	19.45	49,014.00	2,520.00	49,014.00		0.00	2,520.00	49,014.00	100.00%		0.00	0.00
003	ROOF SECTOR E RAISE DOORS	753	SF	28.656	21,577.97	753.00	21,577.97		0.00	753.00	21,577.97	100.00%		0.00	0.00
004	ROOF SECTOR H	1,156	SF	18.72	21,640.32	1,156.00	21,640.32		0.00	1,156.00	21,640.32	100.00%		0.00	0.00
005	ROOF SECTOR L	121	SF	18.00	2,178.00	121.00	2,178.00		0.00	121.00	2,178.00	100.00%		0.00	0.00
006	REPAIR NEW STUCCO COATING	15,000	SF	3.73	55,950.00	15,000.00	55,950.00		0.00	15,000.00	55,950.00	100.00%	0.00	0.00	0.00
007	NEW SEALANT/WINDOWS/DOORS	1	LS	26,500.40	26,500.40	1.00	26,500.40		0.00	1.00	26,500.40	100.00%	0.00	0.00	0.00
	SUBTOTALS				439,405.00		439,406.00		0.00		439,406.00		0.00		0.00
008		1	LS	70,000.00	25,975.00		0.00		0.00	0.00	0.00	0.00%	0.00	1.00	25,975.00
009	WCD NO 1	1	LS	9,423.00	9,423.00	1.00	9,423.00		0.00	1.00	9,423.00	100.00%	0.00	0.00	0.00
010	WCD NO 2 AND 3	1	LS	32,602.00	32,602.00	1.00	32,602.00		0.00	1.00	32,602.00	100.00%	0.00	0.00	0.00
011	WCD NO 4	1	LS	2,000.00	2,000.00			1.00	2,000.00	1.00	2,000.00	100.00%	0.00	0.00	0.00
					44,025.00		42,025.00		2,000.00		44,025.00				0.00
	SUBTOTALS				70,000.00		42,025.00		2,000.00		44,025.00		0.00		25,975.00
									-						
				TOTAL	509,406.00	TOTAL	481,431.00	TOTAL	2,000.00	TOTAL	483,431.00	TOTAL	0.00	TOTAL	25,97

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ROUNDING

MATERIALS STORED TO DATE

SUB-TOTAL MATERIALS STORED AND COMPLETE TO DATE

RETAINAGE OF WORK COMPLETED AT 5% TOTAL COMPLETED AND STORED LESS RETAINAGE

LESS PREVIOUS PAYMENT

AMOUNT DUE CONTRACTOR

PAY APP NO. 5

\$0.00

\$483,431.00 \$0.00 \$483,431.00

\$457,359.45

\$26,071.55

CC-CO24413

EXPERIENCE MATTERS. ROOFING

ESTABLISHED 1983



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

The undersigned lienor, in consideration of the sum of Twenty Six Thousand Seventy One Dollars and Fifty Five Cents hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to INDIAN RIVER COUNTY

on the job INDIAN RIVER HEALTH DEPARTMENT to the following property:

#### INDIAN RIVER HEALTH DEPT **1800 27TH STREET** VERO BEACH, FL 32960

This waiver and release does not cover any retention of labor, services, or materials furnished after date specified and is contingent upon the receipt and clearance of above mentioned funds.

Dated on February 8, 2019

ADVANCED ROOFING, INC.

By:

Joshua Gordon Projec Manager

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Joshua Gordon as Project Manager of Advanced Roofing, Inc., on behalf of the corporation. He/she is personally known to me, or has produced as identification, and did/did not take an oath. If no type of identification is indicated, the above named person is personally known to me.

Seal:

DAWN EMERY MY COMMISSION # GG164588 EXPIRES January 26, 2022 NE! ......

Notary Public, State of Florida at Lar

www.advancedroofing.com SOUTH FLORIDA OFFICE

1950 NW 22ND STREET | FORT LAUDERDALE, FLORIDA 33311 800 638.6869 TEL 954.522.6868 FAX 954.566.2967