



DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES ♦ ENGINEERING ♦ ROADS/BRIDGE MAINTENANCE ♦ STORMWATER MANAGEMENT ♦ TRAFFIC ♦ WATERWAYS MAINTENANCE

1525 EAST JEFFERSON STREET ♦ BROOKSVILLE, FLORIDA 34601

P 352.754.4060 ♦ F 352.754.4423 ♦ W www.HernandoCounty.us

MEMORANDUM

TO: Toni Brady, CHIEF PROCUREMENT OFFICER

VIA: Lillian Hoyt, Operations Assistant

FROM: J. Scott Herring, P.E., PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

DATE: June 13, 2022

RE: 21-CG0015/DK Linden Dr SW LAP Project, 433714-1 PO 22000419

The Linden Dr Sidewalk from Coronado Dr to Spring Hill Dr LAP Project is now complete. I am forwarding the following documents for processing:

1. Final Pay Request # 4
2. Consent of Surety
3. Final Release of Liens
4. Final Completion Letter
5. Final Payment Checklist
6. Vendor Performance Evaluation

Please proceed with the agenda item to the Board of County Commissioners for final approval for the Linden Dr SW from Coronado to Spring Hill Dr LAP Project. This project installed 3,125 linear feet of sidewalk.

Funding is available for Pay Request No. 4 FINAL in the amount of \$19,183.00 in the following accounts:

1013-34670-5616371 - (Constitutional Gas Tax., LAP Linden Dr SW Con, Improv-Sidewalks)
\$3,197.76

Retainage account 1013-2050202 (Constitutional Gas Tax, Retainage- Augustine Contr) in the amount of \$15,985.24.

Original Purchase Order Amount was \$355,045.00 revised by change order 1 increasing the contract amount by \$3,718.00 for additional handrail needed and change order 2 decreasing the contract amount by -\$35,860.38 for field revisions resulting in a final contract amount of \$322,902.62.

If additional information is needed, please contact me. Thank you.

pc: Todd Crosby, P.E., Assistant County Engineer
Elaine Singer, Finance Manager
Scott Nelson, Project Manager

APPLICATION AND RECOMMENDATION OF PAYMENT

TO: (OWNER) Hernando County Board of County Commissioners 20 North Main Street, Suite 460 Brooksville FL 34601-34668	PROJECT: LINDEN DRIVE SIDEWALK PROJECT LINDEN DR. FROM SPRING HILL DR. TO CORONADO DR. PROJECT NUMBER: FPN 433714-01-58-01	APPLICATION NO.: 4 (Four) Final
FROM (CONTRACTOR): Augustine Construction, Inc. 2495 Keystone Road Tarpon Springs, FL 34688 727-940-3184	VIA PROFESSIONAL (Architect/Engineer): Hernando County 1525 E. Jefferson Street BROOKSVILLE, FL 34601 ATTENTION: Lillian Hoyt	PERIOD TO: 5/20/2022
		CONTRACT DATE: 11/16/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
C/O NUMBER	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	14-Mar	3,718.00	
2			-35860.38
TOTALS		3,718.00	-35,860.38
NET CHANGE BY CHANGE ORDER			-32,142.38

Application is made for Payment, as shown below, in connection with the Contract (ATTACH SCHEDULE OF VALUES).

STATEMENT OF WORK		AMOUNT
1	ORIGINAL CONTRACT PRICE	\$ 355,045.00
2	NET CHANGE ORDERS	\$ -32,142.38
3	CURRENT CONTRACT PRICE	\$ 322,902.62
4	TOTAL WORK COMPLETE & STORED TO DATE	\$ 322,902.62
5	RETAINAGE: 0% OF COMPLETED & STORED WORK	(\$ 0.00)
6	TOTAL EARNED LESS RETAINAGE	\$ 322,902.62
7	LESS PREVIOUS PAYMENTS RECOMMENDED	(\$ 303,719.62)
8	AMOUNT DUE THIS APPLICATION	\$ 19,183.00
9	BALANCE OF WORK TO COMPLETE, PLUS RETAINAGE HELD	\$ 0.00

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR'S knowledge, information and belief that (1) the WORK covered by this APPLICATION FOR PAYMENT has been completed in accordance with the Contract Documents; (2) that all previous progress payment received on account of WORK done under the CONTRACT referred to above have been applied to discharge in full all obligations of the CONTRACTOR which have incurred in connection with the WORK covered by prior APPLICATIONS FOR PAYMENT numbered 1 through 1 inclusive; (3) that title to all materials and equipment incorporated in said WORK or otherwise listed in or covered by this APPLICATION FOR PAYMENT will pass to HERNANDO COUNTY (Owner) at time of payment free and clear of all liens, claims, security interests and encumbrances; and (4) that the current payment shown herein is now due CONTRACTOR.

CONTRACTOR CERTIFICATION:

By: [Signature]

DATE: 5-25-22

NOTARY SEAL

State of: FLORIDA

Subscribed and sworn to before me this 25 day of MAY, 2022

Notary Public: [Signature]

My Commission expires: [Signature]

PROFESSIONAL'S RECOMMENDATION OF PAYMENT (Architect/Engineer):

In accordance with contract Documents, based on on-site observations and the data comprising the above application, the PROFESSIONAL hereby certifies to HERNANDO COUNTY (OWNER), that to the best of the PROFESSIONAL'S knowledge, information and belief, the WORK is in accordance with the Contract Documents and the APPLICATION FOR PAY (with supporting documentation) meets the requirements of the Contract Documents and payment of the AMOUNT DUE THIS PAYMENT APPLICATION is recommended.

DATED: May 25, 2022 PROJECT MANAGER By: [Signature]



COUNTY'S RECOMMENDATION OF PAYMENT:

DATED: 5/23 2022

BY: [Signature]

AMOUNT APPROVED FOR PAYMENT: \$19,183.00

TITLE: Public Works Director / County Engineer

Project Name and Number: LINDEN DRIVE SIDEWALK PROJECT, SPRING HILL DR. TO CORONADO DR, FPN 433714-01-58-01

Application for Payment Number: 4 (Four) Final

Contractor: Augustine Construction, Inc.

APPLICATION FOR PAYMENT

LINDEN DR. FROM SPRING HILL DR. TO CORONADO DR.

APPLICATION DATE: 5/20/2022

PAGE 2 OF 2
PERIOD TO: 5/20/2022

ITEM NO	DESCRIPTION OF WORK	UOM	SCHEDULED QUANTITY	SCHEDULED UNIT VALUE	TOTALSCHEDULED VALUE (4X5)	WORK COMPLETED TO DATE				VALUE STORED MATERIALS (NOF IN \$ OR 10)	TOTAL COMPLETED AND STORED TO DATE			BALANCE OF WORK TO COMPLETE			RETAINAGE HELD @ 0% (13X10%)	
						PREVIOUS APPLICATIONS		THIS PERIOD			QUANTITY	VALUE	% COMPLETED	QUANTITY	VALUE	QUANTITY		VALUE
						QUANTITY	TOTAL VALUE (\$K)	QUANTITY	TOTAL VALUE (\$K)									
1	Mobilization	LS	1	\$16,246.00	\$16,246.00	1	\$16,246.00	0	\$0.00		1	\$16,246.00	100.00%	0	\$0.00	\$0.00		
2	Maintenance of Traffic	LS	1	\$5,217.00	\$5,217.00	1	\$5,217.00	0	\$0.00		1	\$5,217.00	100.00%	0	\$0.00	\$0.00		
3	Sediment Barrier	LF	254	\$6.00	\$1,524.00	0	\$0.00	0	\$0.00		0	\$0.00	0.00%	254	\$1,524.00	\$0.00		
3a	CO#2	LF	-254	\$6.00	-\$1,524.00		\$0.00		\$0.00			\$0.00	0.00%	-254	-\$1,524.00	\$0.00		
4	Inlet Protection System	EA	4	\$147.00	\$588.00	4	\$588.00	0	\$0.00		4	\$588.00	100.00%	0	\$0.00	\$0.00		
5	Clearing and Grubbing	LS	1	\$28,140.00	\$28,140.00	1	\$28,140.00	0	\$0.00		1	\$28,140.00	100.00%	0	\$0.00	\$0.00		
6	Remove of Existing Concrete Pavement	SY	680	\$29.00	\$19,720.00	680	\$19,720.00	0	\$0.00		680	\$19,720.00	100.00%	0	\$0.00	\$0.00		
7	Mailbox, F&I Single (Inc. House # Both sides	EA	11	\$100.00	\$1,100.00	0.5	\$50.00	0	\$0.00		0.5	\$50.00	4.55%	10.5	\$1,050.00	\$0.00		
7a	CO#2	EA	-10.5	\$100.00	-\$1,050.00		\$0.00		\$0.00			\$0.00	0.00%	-10.5	-\$1,050.00	\$0.00		
8	Regular Excavation	CY	420	\$50.00	\$21,000.00	420	\$21,000.00	0	\$0.00		420	\$21,000.00	100.00%	0	\$0.00	\$0.00		
9	Embankment	CY	440	\$50.00	\$22,000.00	440	\$22,000.00	0	\$0.00		440	\$22,000.00	100.00%	0	\$0.00	\$0.00		
10	Inlets, Closed Flume	EA	1	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00		1	\$4,500.00	100.00%	0	\$0.00	\$0.00		
11	Inlets, Curb, Type P-4, <10'	EA	1	\$8,750.00	\$8,750.00	1	\$8,750.00	0	\$0.00		1	\$8,750.00	100.00%	0	\$0.00	\$0.00		
12	Inlets, Ditch Bottom, Type D, <10'	EA	4	\$3,470.00	\$13,880.00	4	\$13,880.00	0	\$0.00		4	\$13,880.00	100.00%	0	\$0.00	\$0.00		
13	Pipe Culvert, OPT Mat Round 18"SD	LF	254	\$70.00	\$17,850.00	254	\$17,780.00	0	\$0.00		254	\$17,780.00	99.61%	1	\$70.00	\$0.00		
13a	CO#2	LF	-1	\$70.00	-\$70.00		\$0.00		\$0.00			\$0.00	0.00%	-1	-\$70.00	\$0.00		
14	Pipe Culvert, OPT Mat Round 15"SD	LF	27	\$125.00	\$3,375.00	23.0000	\$2,875.00	0	\$0.00		23	\$2,875.00	85.19%	4	\$500.00	\$0.00		
14a	CO#2	LF	-4	\$125.00	-\$500.00		\$0.00		\$0.00			\$0.00	0.00%	-4	-\$500.00	\$0.00		
15	Pipe Culvert, OPT Mat Other 15"SD	LF	25	\$125.00	\$3,125.00	25.0000	\$3,125.00	0	\$0.00		25	\$3,125.00	100.00%	0	\$0.00	\$0.00		
16	Pipe Handrail-Giderall, Steel	LF	90	\$169.00	\$15,210.00	90	\$15,210.00	0	\$0.00		90	\$15,210.00	100.00%	0	\$0.00	\$0.00		
17	Concrete Curb and gutter, Type F	LF	475	\$20.00	\$9,500.00	475	\$9,500.00	0	\$0.00		475	\$9,500.00	100.00%	0	\$0.00	\$0.00		
17a	CO#2	LF	48	\$20.00	\$960.00		\$0.00	48	\$960.00		48	\$960.00	100.00%	0	\$0.00	\$0.00		
18	Concrete Curb , Type D	LF	169	\$18.00	\$3,042.00		\$0.00	0	\$0.00		0	\$0.00	0.00%	169	\$3,042.00	\$0.00		
18a	CO#2	LF	-169	\$18.00	-\$3,042.00		\$0.00		\$0.00			\$0.00	0.00%	-169	-\$3,042.00	\$0.00		
19	Concrete Sidewalk 4" Thick	SY	185.3	\$33.00	\$6,149.00	1725.74	\$56,949.42	0	\$0.00		1725.74	\$56,949.42	93.13%	127.26	\$4,199.58	\$0.00		
19a	CO#2	SY	-127.26	\$33.00	-\$4,199.58		\$0.00		\$0.00			\$0.00	0.00%	-127.26	-\$4,199.58	\$0.00		
20	Concrete Sidewalk 6" Thick	SY	725	\$46.00	\$33,350.00	725	\$33,350.00	0	\$0.00		725	\$33,350.00	100.00%	0	\$0.00	\$0.00		
20a	CO#2	SY	22.56	\$46.00	\$1,037.76		\$0.00	22.56	\$1,037.76		22.56	\$1,037.76	100.00%	0	\$0.00	\$0.00		
21	Detectable Warnings (Yellow)	SF	163	\$26.00	\$4,238.00	110	\$2,860.00	0	\$0.00		110	\$2,860.00	67.48%	53	\$1,378.00	\$0.00		
21a	CO#2	SF	-53	\$26.00	-\$1,378.00		\$0.00		\$0.00			\$0.00	0.00%	-53	-\$1,378.00	\$0.00		
22	Performance Turf (Bahia)	SY	7451	\$4.00	\$29,804.00	6311.11	\$25,244.44	0	\$0.00		6311.11	\$25,244.44	84.70%	1139.89	\$4,559.56	\$0.00		
22a	CO#2	SY	-1139.89	\$4.00	-\$4,559.56		\$0.00		\$0.00			\$0.00	0.00%	-1139.89	-\$4,559.56	\$0.00		
23	Performance Turf (Floritam)	SY	2000	\$5.00	\$10,000.00		\$0.00	0	\$0.00		0	\$0.00	0.00%	2000	\$10,000.00	\$0.00		
23a	CO#2	SY	-2000	\$5.00	-\$10,000.00		\$0.00		\$0.00			\$0.00	0.00%	-2000	-\$10,000.00	\$0.00		
24	Gopher Tortoise Permit	LS	1	\$577.00	\$577.00	1	\$577.00	0	\$0.00		1	\$577.00	100.00%	0	\$0.00	\$0.00		
25	Gopher Tortoise Excavating	EA	5	\$1,700.00	\$8,500.00	1	\$1,700.00	0	\$0.00		1	\$1,700.00	20.00%	4	\$6,800.00	\$0.00		
25a	CO#2	EA	-4	\$1,700.00	-\$6,800.00		\$0.00		\$0.00			\$0.00	0.00%	-4	-\$6,800.00	\$0.00		
26	Gopher Tortoise relocating	EA	5	\$1,100.00	\$5,500.00		\$0.00	0	\$0.00		0	\$0.00	0.00%	5	\$5,500.00	\$0.00		
26a	CO#2	EA	-5	\$1,100.00	-\$5,500.00		\$0.00		\$0.00			\$0.00	0.00%	-5	-\$5,500.00	\$0.00		
27	Single Post Sign, Relocate	AS	7	\$100.00	\$700.00	5	\$500.00	0	\$0.00		5	\$500.00	71.43%	2	\$200.00	\$0.00		
27a	CO#2	AS	-2	\$100.00	-\$200.00		\$0.00		\$0.00			\$0.00	0.00%	-2	-\$200.00	\$0.00		
28	Thermoplastic, STD White Solid 12"	LF	444	\$5.00	\$2,220.00	407	\$2,035.00	0	\$0.00		407	\$2,035.00	91.67%	37	\$185.00	\$0.00		
28a	CO#2	LF	-37	\$5.00	-\$185.00		\$0.00		\$0.00			\$0.00	0.00%	-37	-\$185.00	\$0.00		
29	Thermoplastic, STD White Solid 24"	LF	64	\$10.00	\$640.00	59	\$590.00	0	\$0.00		59	\$590.00	92.19%	5	\$50.00	\$0.00		
29a	CO#2	LF	-5	\$10.00	-\$50.00		\$0.00		\$0.00			\$0.00	0.00%	-5	-\$50.00	\$0.00		
30	Mitered End Sect, Optional- Ellip/Arch, 18"SD	EA	4	\$900.00	\$3,600.00	4	\$3,600.00	0	\$0.00		4	\$3,600.00	100.00%	0	\$0.00	\$0.00		
31	C/O 1 Pipe Handrail-Giderall, Steel	LF	22	\$169.00	\$3,718.00	22	\$3,718.00	0	\$0.00		22	\$3,718.00	100.00%	0	\$0.00	\$0.00		
32	CO#2 As-Built	EA	1	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00		1	\$1,200.00	100.00%	0	\$0.00	\$0.00		
TOTALS TO DATE:					\$322,902.62	\$319,704.86	\$3,197.76		\$322,902.62					\$0.00	\$0.00	\$0.00		

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707-1994

Bond Number: 41K235430

PROJECT: Linden Dr. Sidewalk (Spring Hill Drive to Coronado Drive) - LAP

TO (Owner)
Hernando County Board of County Commissioners
15470 Flight Path Drive,
Brooksville, FL 34604

ARCHITECT'S PROJECT NO: 21-CG0015/DK

CONTRACT FOR:
Construction of Sidewalk

CONTRACTOR: Augustine Construction, Inc.

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702
_____, SURETY COMPANY,

On bond of
Augustine Construction, Inc.
2495 Keystone Road,
Tarpon Springs, FL 34688
_____, 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
Hernando County Board of County Commissioners
15470 Flight Path Drive,
Brooksville, FL 34604
_____, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this June 20, 2022

Attest: Melanni Branin

The Ohio Casualty Insurance Company
Surety Company

By: [Signature]
Signature of Authorized Representative
David B. Shick, Attorney-in-Fact and
Licensed FL Resident Agent #A241176

Title



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



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: 8205203-969456

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, Brandy Baich, David B. Shick

all of the city of Tampa state of FL 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 5th day of April, 2021.



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

By: David M. Carey
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

On this 5th day of April, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 20 day of June, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration and receipt of payment of \$ 10.00 and other valuable consideration, hereby waives and releases its lien or claims and right to claim a lien or other claim for labor, services or materials furnished to Augustine Construction, Inc. on the job of Hernando County to the following described real property in Hernando County, Florida:

PROJECT: Linden Drive Sidewalk G1Y83 Hernando County, Florida through 4/1/2022.

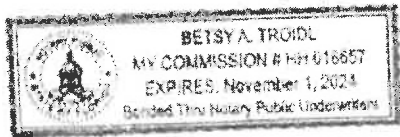
Dated: June 15, 2022

Lienor:
Creekside Nursery, Inc.

By: [Signature]
Printed Name: Zoran Valdes
Title: President

STATE OF FLORIDA
COUNTY OF Pasco

SWORD TO AND SUBSCRIBED to before me by Zoran Valdes as President (Title) of Creekside Nursery, Inc., he/she is personally known to me or has presented _____ as identification and who did/did not take an oath, this 15 day of June 2022



[Signature]
Notary Public
My commission expires: 11/1/2024

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 of Release of Lien that is different from the statutory form.

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration and receipt of payment of \$ 10.00 and other valuable consideration, hereby waives and releases its lien or claims and right to claim a lien or other claim for labor, services or materials furnished to Augustine Construction, Inc. on the job of Hernando County to the following described real property in Hernando County, Florida:

PROJECT: Linden Drive Sidewalk G1Y83 Hernando, County, Florida through 4/1/2022.

Dated: 6/10/22

Lienor:
NSEW Concrete Services of America, Inc.

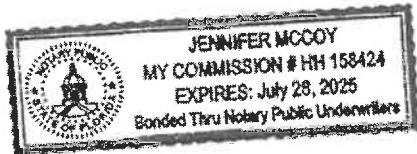
By: FORTUNATO RAMIREZ

Printed Name: _____

Title: PRES

STATE OF FLORIDA
COUNTY OF Florida Pinellas

SWORD TO AND SUBSCRIBED to before me by Fortunato Ramirez as President (Title) of NSEW Concrete Services of America (he/she is personally known to me or has presented _____ as identification and who did/did not take an oath, this 20 day of June, 2022



JMCCOY
Notary Public
My commission expires: _____

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 of Release of Lien that is different from the statutory form.

FINAL WAIVER AND RELEASE OF LIEN

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PROJECT: Linden Drive Sidewalk G1Y83 Hernando County, Florida through 4/1/2022.

Dated: June 13, 2022

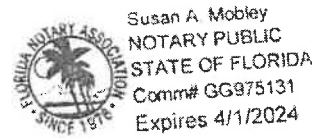
Lienor:
B.E.T.ER Mix Concrete, Inc.

By: Stephanie Goldbaum
Printed Name: Stephanie Goldbaum
Title: Credit manager

STATE OF FLORIDA
COUNTY OF Pasco

I, the undersigned, do hereby certify that the above named person has personally appeared before me, a Notary Public, and has acknowledged to me that he/she is the person who executed the foregoing instrument, and that he/she is personally known to me, or has presented _____ as identification and who did/did not take an oath, this 13 day of June, 2022.

Susan A. Mobley
Notary Public
My commission expires:



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 of Release of Lien that is different from the statutory form.

J-5000

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.

9489009206017004573516
9489009206017004573516 - 4573530

MARCH 9, 2022

NOTICE TO OWNER / NOTICE TO CONTRACTOR

To: (Owner)
9489009206017004573516
HERNANDO COUNTY
15470 FLIGHT PATH DR
BROOKSVILLE FL 34604

21-00015

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
REDI-MIX CONCRETE AND/OR CONCRETE BLOCK AND/OR OTHER RELATED MATERIALS
for the improvements of real property identified as "LINDEN DRIVE SIDEWALK (SPRING HILL DRIVE TO CORONADO DRIVE", BOND NUMBER 41K235430, AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 4106 PAGE 1615 PUBLIC RECORDS HERNANDO COUNTY, FLORIDA.
under an order given by AUGUSTINE CONSTRUCTION INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

9489009206017004573530
(GEN CONTR)
AUGUSTINE CONSTRUCTION INC
2495 KEYSTONE RD
TARPON SPRINGS FL 34688

(Under an order given by)
AUGUSTINE CONSTRUCTION INC
2495 KEYSTONE RD
TARPON SPRINGS FL 34688

9489009206017004573523
(BOND)
THE OHIO CASUALTY INS CO
175 BERKELEY ST
BOSTON MA 02116

Joy Bodoh

By: **JOY BODOH / ZoomLien (813)289-8894 info@zoomlien.com**
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

As Authorized Agent for Lienor:

B E T -ER MIX INC
ATTN: STEPHANIE GOLDBAUM
P O BOX 5577
HUDSON FL 34674-5577
(Ref#: 5000)



DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES • ENGINEERING • ROADS/BRIDGE MAINTENANCE • STORMWATER MANAGEMENT • TRAFFIC • WATERWAYS MAINTENANCE

1525 EAST JEFFERSON STREET • BROOKSVILLE, FLORIDA 34601
P 352.754.4060 • F 352.754.4423 • W www.HernandoCounty.us

HERNANDO COUNTY

CERTIFICATE OF FINAL COMPLETION

May 19, 2022

Augustine Construction, Inc.
2495 Keystone Road
Tarpon Springs, Fl. 34688

Re: Certificate of Final Completion
Linden Sidewalk LAP - 21-CG0015

Dear Augustine Construction, Inc.:

Hernando County Department of Public Works – County Engineers Office is in agreement to presenting this Certificate of Final Completion to AUGUSTINE CONSTRUCTION, INC. for the LINDEN SIDEWALK LAP Project. **The one-year warranty period will be effective beginning May 20, 2022.**

Please submit the following items for processing final payment within the next ten (10) days:

- Final Pay Application
- Final Change Order
- Contract Lien Waiver
- Release of Liens from all Subcontractors
- Consent of Surety
- NPDES NOT (if applicable)
- As-Built Survey/Drawings (if applicable)

Once Hernando County Department of Public Works – County Engineers Department receives all original required items listed above, the Hernando County Contracts and Purchasing Department will proceed with acquiring final approval from the Board of County Commissioners to process the final payment.

Thank you for your participation in completing the LINDEN SIDEWALK LAP Project. If you have any questions or concerns, please call our office at (352) 754-4062.

Sincerely,

Scott E. Nelson

Pc: J. Scott Herring, P.E., Public Works Director / County Engineer
Tod Crosby, Assistant County Engineer
Lillian Hoyt, Operations Assistant
Diane Kafrissen, Purchasing Agent II, Purchasing and Contracts

HERNANDO COUNTY CONSTRUCTION CONTRACT
FINAL PAYMENT CHECKLIST

Bid No: 21-CG0088 Project No: 110000 Date: 5/25/2022

Contractor Name: AUGUSTINE CONSTRUCTION, INC.

The following items have been secured by the Engineering department for the project known as DELTONA ELEMENTARY S/W LAP

Contract No: 21-CG0088, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$355,045.00 Final Contract Price (including all change orders): \$322,902.62

Performance Bond Increase Required: Yes No

Date of Notice to Proceed: 1-26-2022 Amount of Liquidated Damages: \$1,197.00

Substantial Completion Time:* 90 Calendar Days

Substantial Completion Time (including Change Orders):* 90 Calendar Days

Final Completion Time:* 120 Calendar Days

Final Completion Time (including Change Orders):* 120 Calendar Days

Actual Substantial Completion Time:* 90 Calendar Days

Actual Final Completion Time (including Change Orders):* 112 Calendar Days


Completed Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. All Punch List items completed <u>5-18-2022</u> (Date).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Warranties and Guarantees assigned to County.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. General one year warranty from Contractor <u>5-20-2022</u> (Effective Date).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Operation and Maintenance manuals for equipment and system.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Record drawings obtained.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. County personnel trained on system and equipment operation.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Certificate of Occupancy _____ or Compliance _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Certificate of Substantial Completion* <u>4-26-2022</u> (Date)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Department's Final Inspection Report* when Applicable. _____ (Date)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Final Payment Certification and Affidavit from Contractor (Form No. CSD:505(3)).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Owner's Representative's Certificate of Final Inspection. <u>5-18-2022</u> (Date)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12. DBE Participation Certification (Form No. CSD:545) and justification letter from Contractor (If Applicable).

Completed		
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Release of Liens
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Consent of Surety
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. As-Built Documents (Signed and Sealed)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Vendor Performance Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	18. Final Funding Agency Approval, if applicable
<input type="checkbox"/>	<input type="checkbox"/>	19. Others: Specify: _____

If any of the above are not applicable, indicate by N/A.

If No is checked to any of the above, explain here: _____ Lines 4, 6, 7, 9, 12 and 18 are N/A.

Comments: Issued 4 notices of noncompliance. All Resolved by due date.

Signed:  _____
 Department Director or Designee

Date: 6/2/22

* These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.

cc: Purchasing & Contracts

HERNANDO COUNTY PURCHASING AND CONTRACTS
VENDOR PERFORMANCE EVALUATION
Construction Projects

Vendor/Firm: AUGUSTINE CONSTRUCTION	County Dept.: County Engineer's Office	Contract # and Description: 21-CG00 LINDEN DR SIDEWALK LAP
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The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future A/E contracts.

DIANE KAFRISSEN

Return completed form to: _____

This information will also be shared with the Contractor to inform them of commendable as well as deficient areas in their service.

Design Phase	Rating Scale:	Poor	Average	Excellent		
Knowledge and understanding of job scope		①	②	③	④	●
Ability to comply with specifications		①	②	③	④	●
Speed and efficiency of work		①	②	③	④	●
Adequacy of manpower and crew mix		①	②	③	④	●
Quality of workmanship		①	②	③	④	●
Response to changes in scope, schedule, manpower		①	②	③	④	●
Ability to suggest innovative methods		①	②	③	④	●
Early identification of problems and timely resolution		①	②	③	④	●
Submission of updated and revised progress schedules		①	②	③	●	⑤
Quality of supervision		①	②	③	④	●
Coordination and control of subcontractor(s)		①	②	③	④	●
Enforcement of safety procedures		①	②	③	④	●
Adherence to schedule		①	②	③	④	●
Adequacy of materials		①	②	③	④	●
Storage of materials		①	②	③	④	●
Adequacy of housekeeping and site clean-up		①	②	③	④	●

HERNANDO COUNTY PURCHASING AND CONTRACTS
VENDOR PERFORMANCE EVALUATION
Construction Projects

Construction Phase Cont.	Rating Scale:	Poor		Average		Excellent
Cooperativeness		①	②	③	④	⊙
Professional conduct		①	②	③	④	⊙

Specific suggestions for improvement:

Would you recommend this contractor for another County project? Yes No, please explain

Prime Contractor moved very swiftly within a timely manor completing project on time and under budget.

Evaluated by:

 5/25/2022
Signature Date

Reviewed by:

 6/28/22
for Chief Procurement Officer Date