



**MEMORANDUM**

**TO: CARLA ROSSITER-SMITH, CHIEF PROCUREMENT OFFICER**

**VIA: LILLIAN HOYT, OPERATIONS ASSISTANT**

**FROM: J SCOTT HERRING, P.E., PUBLIC WORKS DIRECTOR/COUNTY ENGINEER** 

**DATE: APRIL 30, 2024**

**RE: 22-CG0039 ELGIN BLVD FROM DELTONA BLVD TO MARINER BLVD SW LAP PROJECT  
PO #22001029**

The Elgin Blvd from Deltona Blvd to Mariner Blvd sidewalk LAP project is now complete. We are forwarding the following documents for processing:

1. Final Pay Request #10
2. Consent of Surety
3. Final Release of Liens
4. Final Completion Letter
5. Final Payment Checklist
6. Vendor Performance Evaluations (including Construction Contractor, Construction Engineering Inspection and Material Testing)

Please proceed with the agenda item to the Board of County Commissioners for final approval of the Elgin Blvd from Deltona Blvd to Mariner Blvd Sidewalk LAP project.

Funding is available for Pay Request No. 10 FINAL int eh amount of \$124,349.93 in the following accounts: Retainage fund account 1013 (Constitutional Gas Tax) account 2050202 (Retainage-Augustine Contr) in the amount of \$56,865.87 and expense fund 1013 (Constitutional Gas Tax) Department 03211 (Debt Srv/Reserv-Const GT) Account 5616371 (Improv-Sidewalks) in the amount of \$67,484.06.

The original purchase order amount was \$1,206,337.04 revised by 7 change orders for a net decrease of the contract amount by (\$1,535.72) resulting in a final contract amount of \$1,204,801.32. If additional information is needed, please contact me. Thank you.

Pc: Scott Nelson, Project Manager  
Todd Crosby, Assistant County Engineer  
Elaine Singer, Finance Manager  
Alisa Pike, Procurement Coordinator  
Joseph Goulart, Purchasing Agent II  
Maria Hobbs, Grants Compliance Analyst  
Shaun Kusnierczak, Grant & Revenue 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: ELGIN BLVD. SIDEWALK PROJECT ELGIN BLVD. FROM DELTONA BLVD. TO MARINER. PROJECT NUMBER: FPN 439508-1-58-01		APPLICATION NO: 10 (Ten) 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: 1/24/2024
				CONTRACT DATE: 1/30/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
C/O NUMBER	DATE APPROVED	ADDITIONS	DEDUCTIONS
2	14-Jul	72,402.14	
3	4-Aug	40,731.66	
4	1-Nov		0.52
5	16-Nov	0.00	0.00
6			\$114,669.00
TOTALS		113,133.80	114,669.52
NET CHANGE BY CHANGE ORDER			-1,535.72

STATEMENT OF WORK		AMOUNT
1 ORIGINAL CONTRACT PRICE		\$ 1,206,337.04
2 NET CHANGE ORDERS		\$ -1,535.72
3 CURRENT CONTRACT PRICE		\$ 1,204,801.32
4 TOTAL WORK COMPLETE & STORED TO DATE		\$ 1,204,801.32
5 RETAINAGE:		
5% OF COMPLETED & STORED WORK		(\$ 0.00 )
6 TOTAL EARNED LESS RETAINAGE		\$ 1,204,801.32
7 LESS PREVIOUS PAYMENTS RECOMMENDED		(\$ 1,080,451.39 )
8 AMOUNT DUE THIS APPLICATION		\$ 124,349.93
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: 3/18/24

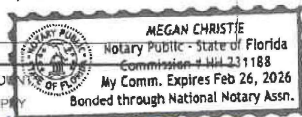
NOTARY SEAL

State of: FLORIDA

Subscribed and sworn to before me this 18<sup>TH</sup> day of MARCH, 2024

Notary Public: [Signature]

My Commission expires:



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 PAYMENT (with supporting documentation) meets the requirements of the Contract Documents and payment of the AMOUNT DUE THIS PAYMENT APPLICATION is recommended.

DATED: MARCH 19, 20 24 Project Manager BY: [Signature] Scott Nelson

COUNTY'S RECOMMENDATION OF PAYMENT:

DATED: 3/19/24 20 24 AMOUNT APPROVED FOR PAYMENT: \$124,349.93

BY: [Signature] TITLE: Public Works Director / County Engineer

J. Scott Herring

PO 22001029 - PayApp10 / Final Pay NET PYMT

Line 2) 03211-5616371-110040 \$ 67,484.06

Retainage) 1013-2050202 \$ 56,865.87

TOTAL: \$124,349.93

AIA DOCUMENT G703

Project Name and Number: ELGIN BLVD SIDEWALK PROJECT, DELTONA BLVD. TO MARINER, FPN 439508-1-58-01

Application for Payment Number: 10 (Ten) Final

Contractor: Augustine Construction, Inc.

APPLICATION FOR PAYMENT  
APPLICATION NUMBER: 10 Final

ELGIN BLVD. FROM DELTONA BLVD. TO MARINER BLVD.

APPLICATION DATE: 1/24/2024

PAGE 2 OF 2  
PERIOD TO: 1/24/2024

ITEM NO	DESCRIPTION OF WORK	UOW	SCHEDULED QUANTITY	SCHEDULED UNIT VALUE	TOTAL SCHEDULED VALUE (4%)	WORK COMPLETED TO DATE				TOTAL COMPLETED AND STORED TO DATE			BALANCE OF WORK TO COMPLETE			RETAINAGE HELD @ 0% (15%)
						PREVIOUS APPLICATIONS		THIS PERIOD		VALUE STORED MATERIALS (NOT YR # OR 10)	TOTAL COMPLETED AND STORED TO DATE		BALANCE OF WORK TO COMPLETE			
						QUANTITY	TOTAL VALUE (\$K)	QUANTITY	TOTAL VALUE (\$K)		QUANTITY (749)	VALUE (\$+10+11)	% COMPLETED (13-6)	QUANTITY (4-12)	VALUE (6-13)	
1	MOBILIZATION	LS	1	75,000.00	\$75,000.00	0.95	\$71,250.00	0.05	\$3,750.00	1	\$75,000.00	100.00%	0	\$0.00	\$0.00	
1A2	MOT	ED	14	24.91	\$348.74	14	\$348.74		\$0.00	14	\$348.74	100.00%	0	\$0.00	\$0.00	
1A5	MOT	ED	7	24.91	\$174.37	7	\$174.37		\$0.00	7	\$174.37	100.00%	0	\$0.00	\$0.00	
2	MAINTENANCE OF TRAFFIC	LS	1	50,000.00	\$50,000.00	0.95	\$47,500.00	0.05	\$2,500.00	1	\$50,000.00	100.00%	0	\$0.00	\$0.00	
3	WORK ZONE SIGN	ED	17,250	0.26	\$4,485.00	16,793	\$4,266.70	456	\$118.30	17,250	\$4,485.00	100.00%	0	\$0.00	\$0.00	
3A7	WORK ZONE SIGN	ED	1,661	0.26	\$433.26	1,551	\$403.26	110	\$28.00	1,661	\$433.26	100.00%	0	\$0.00	\$0.00	
3A	WORK ZONE SIGN	ED	5,400	0.26	\$1,404.00	5,400	\$1,404.00		\$0.00	5,400	\$1,404.00	100.00%	0	\$0.00	\$0.00	
4	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM OR LCD	ED	41,100	0.11	\$4,521.00	14,392	\$1,583.01	3,104	\$341.44	17,495	\$1,924.45	42.57%	23,605	\$2,596.55	\$0.00	
4A7	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM OR LCD	ED	-23,805	0.11	-\$2,596.55		\$0.00		\$0.00	0	\$0.00	0.00%	-23,605	-\$2,596.55	\$0.00	
4A	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM OR LCD	ED	5,400	0.11	\$594.00	1,800	\$198.00		\$0.00	1,800	\$198.00	33.33%	3,600	\$396.00	\$0.00	
4A7.1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM OR LCD	ED	-3,600	0.11	-\$396.00		\$0.00		\$0.00	0	\$0.00	0.00%	-3,600	-\$396.00	\$0.00	
5	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	FD	1,500	0.07	\$105.00		\$0.00		\$0.00	0	\$0.00	0.00%	1,500	\$105.00	\$0.00	
5A	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	FD	-1,500	0.07	-\$105.00		\$0.00		\$0.00	0	\$0.00	0.00%	-1,500	-\$105.00	\$0.00	
6	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	300	10.50	\$3,150.00		\$0.00		\$0.00	0	\$0.00	0.00%	300	\$3,150.00	\$0.00	
6A	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	-300	10.50	-\$3,150.00		\$0.00		\$0.00	0	\$0.00	0.00%	-300	-\$3,150.00	\$0.00	
7	SEDIMENT BARRIER	LF	12,631	1.00	\$12,631.00	300	\$300.00		\$0.00	300	\$300.00	2.38%	12,331	\$12,331.00	\$0.00	
7A7	SEDIMENT BARRIER	LF	-12,331	1.00	-\$12,331.00		\$0.00		\$0.00	0	\$0.00	0.00%	-12,331	-\$12,331.00	\$0.00	
8	SOIL TRACKING PREVENTION DEVICE	EA	2	750.00	\$1,500.00		\$0.00		\$0.00	0	\$0.00	0.00%	2	\$1,500.00	\$0.00	
8A	SOIL TRACKING PREVENTION DEVICE	EA	-2	750.00	-\$1,500.00		\$0.00		\$0.00	0	\$0.00	0.00%	-2	-\$1,500.00	\$0.00	
9	INLET PROTECTION SYSTEM	EA	10	100.00	\$1,000.00	7	\$700.00		\$0.00	7	\$700.00	70.00%	3	\$300.00	\$0.00	
9A7	INLET PROTECTION SYSTEM	EA	-3	100.00	-\$300.00		\$0.00		\$0.00	0	\$0.00	0.00%	3	\$300.00	\$0.00	
10	MOWING	AC	5.44	100.00	\$544.00	2,5496	\$254.96		\$0.00	2,5496	\$254.96	46.87%	2,8904	\$289.04	\$0.00	
10A7	MOWING	AC	-2.89	100.00	-\$289.04		\$0.00		\$0.00	0	\$0.00	0.00%	-2,8904	-\$289.04	\$0.00	
11	CLEARING & GRUBBING	AC	2.93	62,500.00	\$183,125.00	2.93	\$183,125.00		\$0.00	2.93	\$183,125.00	100.00%	0	\$0.00	\$0.00	
11A2	CLEARING & GRUBBING	AC	0.10	62,500.00	\$6,250.00	0.10	\$6,250.00		\$0.00	0.1	\$6,250.00	100.00%	0	\$0.00	\$0.00	
11A5	CLEARING & GRUBBING	AC	0.06	62,500.00	\$3,125.00	0.05	\$3,125.00		\$0.00	0.05	\$3,125.00	100.00%	0	\$0.00	\$0.00	
12	REMOVAL EXISTING CONCRETE	SY	1,188	35.00	\$41,580.00	1,188	\$41,580.00		\$0.00	1,188	\$41,580.00	100.00%	0	\$0.00	\$0.00	
12A	REMOVAL EXISTING CONCRETE	SY	450	35.00	\$15,750.00	333.16	\$11,660.60		\$0.00	333.16	\$11,660.60	74.04%	116.64	\$4,089.40	\$0.00	
12A7	REMOVAL EXISTING CONCRETE	SY	-116.64	35.00	-\$4,089.40		\$0.00		\$0.00	0	\$0.00	0.00%	-116.64	-\$4,089.40	\$0.00	
12A2	REMOVAL EXISTING CONCRETE	SY	39	35.00	\$1,365.00	39	\$1,365.00		\$0.00	39	\$1,365.00	100.00%	0	\$0.00	\$0.00	
12A3	REMOVAL EXISTING CONCRETE	SY	128.54	35.00	\$4,498.90	128.54	\$4,498.90		\$0.00	128.54	\$4,498.90	100.00%	0	\$0.00	\$0.00	
12A	REMOVAL EXISTING CONCRETE (TCE)	SY	30	35.00	\$1,050.00	23.11	\$808.85		\$0.00	23.11	\$808.85	59.26%	15.89	\$556.15	\$0.00	
13A	REMOVAL EXISTING CONCRETE (TCE)	SY	-15.89	35.00	-\$556.15		\$0.00		\$0.00	0	\$0.00	0.00%	-15.89	-\$556.15	\$0.00	
14	MAILBOX, F&I SINGLE (INC HOUSE #'S BOTH SIDES)	EA	14	200.00	\$2,800.00		\$0.00		\$0.00	0	\$0.00	0.00%	14	\$2,800.00	\$0.00	
14A7	MAILBOX, F&I SINGLE (INC HOUSE #'S BOTH SIDES)	EA	-14	200.00	-\$2,800.00		\$0.00		\$0.00	0	\$0.00	0.00%	-14	-\$2,800.00	\$0.00	
15	REGULAR EXCAVATION	CY	985	2.00	\$1,970.00	580.9	\$1,161.80	5	\$10.00	585.9	\$1,171.80	59.48%	399.1	\$798.20	\$0.00	
15A7	REGULAR EXCAVATION	CY	-399.1	2.00	-\$798.20		\$0.00		\$0.00	0	\$0.00	0.00%	-399.1	-\$798.20	\$0.00	
16	EMBANKMENT	CY	988	2.00	\$1,936.00	963	\$1,926.00		\$0.00	963	\$1,926.00	99.48%	5	\$10.00	\$0.00	







DEPARTMENT OF PUBLIC WORKS

ENGINEERING ♦ FACILITIES ♦ REAL PROPERTY ♦ ROADS/BRIDGES ♦ STORMWATER ♦ TRAFFIC

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

PAY APPLICATION
QUANTITY VERIFICATION

PROJECT: Elgin S/W LAP CONTRACT #: 22-CG0039

P.O. # 22001029 PAY APP: TEN - FINAL DATE: 3 / 19 / 2024

CONTRACTOR: AUGUSTINE CONSTRUCTION, INC

DPW PROJECT MANAGER: SCOTT E. NELSON INSPECTOR: Wade Wilcox

Please provide a narrative of the methods used to determine and verify the quantities for this pay application and attach appropriate documentation:

All quantities were verified by field measurements of placed materials on the project site and truck

Loads removed from project site.

TRUCK TICKETS

PHOTOS

MEETINGS

FIELD MEASUREMENTS

Prepared by: SCOTT E. NELSON, Title: PROJECT MANAGER Date: 3 / 19 / 24

Reviewed By: [Signature], Title: PROJECT MANAGER Date: 3/19/2024

Department Director / County Engineer: [Signature]
Date: 3/20/24

## Re: Elgin Pay App 10 Draft 20240124

Wade Wilcox <wwilcox@drmp.com>

Fri 1/26/2024 4:26 PM

To: scottf@augustine.us <scottf@augustine.us>; Scott Nelson <ScottN@co.hernando.fl.us>

Cc: Joe McCoy <joem@augustine.us>; Lillian Hoyt <LHoyt@co.hernando.fl.us>; Shannan Lakis <SLakis@co.hernando.fl.us>

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All good

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**Wade Wilcox**

**Inspector**

**Construction Services**

Main: 407.896.0594 | Direct: 407.362.1244 | Cell: 352.470.7511

wwilcox@drmp.com



941 Lake Baldwin Lane, Orlando, FL 32814



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**From:** scottf@augustine.us <scottf@augustine.us>

**Sent:** Friday, January 26, 2024 2:28:33 PM

**To:** 'Scott Nelson' <ScottN@co.hernando.fl.us>

**Cc:** Joe McCoy <joem@augustine.us>; 'Lillian Hoyt' <LHoyt@co.hernando.fl.us>; Shannan Lakis <SLakis@co.hernando.fl.us>; Wade Wilcox <WWilcox@drmp.com>

**Subject:** Elgin Pay App 10 Draft 20240124

Scott N.,

See attached pay app #10 draft 20240124 for your review and comments.  
Areas in yellow are for the final change order numbers.

Please let me know if you have any questions.

Thank you,

Scott C. Fish

Augustine Construction

Project Manager

727.389.0615

[scottf@augustine.us](mailto:scottf@augustine.us)

[www.Augustine.US](http://www.Augustine.US)

2495 Keystone Road

Tarpon Springs, FL 34688

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707-1994

Bond Number: 41K236007

PROJECT: Elgin Blvd. (SR 572) Sidewalk (Deltona Blvd. to Mariner Blvd.) - LAP

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

ARCHITECT'S PROJECT NO: 22-CG0039/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 March 25, 2024

Attest:

Melanni Brown

By:

The Ohio Casualty Insurance Company  
Surety Company

David B. Snick

Signature of Authorized Representative  
David B. Snick, Attorney-in-Fact and  
Licensed FL Resident Agent #A241176

Title



Seal No. 7503

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 Barch, David B. Shack

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, Assistant Secretary

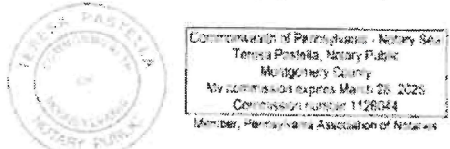
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

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

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 herunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella, Notary Public

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 herunto set my hand and affixed the seals of said Companies this 25 day of March, 2024.



By: Renee C. Llewellyn, Assistant Secretary



UNCONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

OWNER: Hernando County Florida  
CONTRACT FOR: Augustine Construction, Inc.  
CONTRACT DATED: 07/26/2022  
PROJECT: Elgin Blvd. (SR 572) Sidewalk (Deltona Blvd. to Mariner Blvd.) LAP  
Construction of Sidewalk Hernando County, Florida

STATE OF: FLORIDA  
COUNTY OF: PINELLAS

FOR AND IN CONSIDERATION of a final payment in the amount of \$ 10.00, receipt of which is hereby acknowledged, the undersigned does hereby waive and release its lien or claims and right to claim a lien or other claim for labor, services or materials furnished through the release date. Notwithstanding the foregoing, the undersigned does not waive its claim to any retainage withheld by the owner through and including the release date or excess furnished before or on the release date for which payment has not been received.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including the rights between parties to the contract based on a recession, abandonment, or breach of contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by final payment.

RELEASE DATE: 03/25/2024

CONTRACTOR:

Augustine Construction, Inc.

2495 Keystone Road

Tarpon Springs, FL 34688

I hereby certify that I have the power and authority to execute this unconditional waiver and release of lien and/or claim for and on behalf of the Contractor.

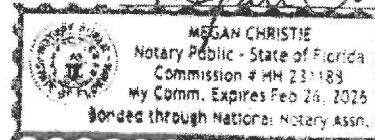
By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before on  
This 25 day of

March, 2024

Notary Public: \_\_\_\_\_



**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: Elgin Blvd. Sidewalk (SR 572) Hernando County, Florida**

Dated: 4/1/24

Lienor:  
NSEW Concrete Services of America, Inc.

By: FORTUNATO RAMIREZ

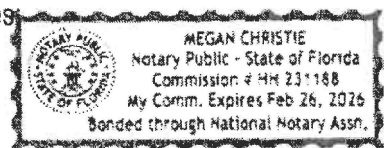
Printed Name: \_\_\_\_\_

Title: PRES

STATE OF FLORIDA  
COUNTY OF PIELAS

SWORD TO AND SUBSCRIBED to before me by FORTUNATO RAMIREZ as PRESIDENT (Title) of NSEW CONCRETE SERVICES OF AMERICA, INC he/she is personally known to me or has presented \_\_\_\_\_ as identification and who did/did not take an oath, this 1 day of APRIL, 2024.

Megan Christie  
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**

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: Elgin Blvd. Sidewalk (SR 572) Hernando County, Florida**

Dated: April 11, 2024

Lienor:  
Creekside Nursery, Inc.

By: [Signature]

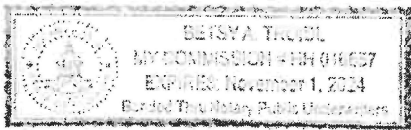
Printed Name: Zoran Valdez

Title: President

STATE OF FLORIDA  
COUNTY OF Pasco

I, \_\_\_\_\_, Notary Public, do hereby certify that I have seen \_\_\_\_\_ as Zoran Valdez 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 11 day of April, 2024.

[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: Elgin Blvd. Sidewalk (SR 572) Hernando County, Florida**

Dated: April 18, 2024

Lienor:

Maschmeyer Concrete

By Hilary Holdman

Printed Name: Hilary Holdman

Title: AR Specialist

STATE OF FLORIDA  
COUNTY OF Palm Beach

SWORD TO AND SUBSCRIBED to before me by Hilary Holdman as AR Specialist (Title) of Maschmeyer Concrete, he/she is personally known to me or has presented as identification and who did/did not take an oath, this 18 day of April, 2024.

Frederica Lipman

Notary Public : Frederica Lipman  
My commission expires: 08/25/2024



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.



## DEPARTMENT OF PUBLIC WORKS

ENGINEERING • FACILITIES • REAL PROPERTY • ROADS/BRIDGES • STORMWATER • TRAFFIC • TRANSIT

1525 EAST JEFFERSON STREET • BROOKSVILLE, FLORIDA 34601  
P 352.754.4060 • F 352.754.4423 • W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### HERNANDO COUNTY

### CERTIFICATE OF FINAL COMPLETION

January 25, 2024

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

Re: Certificate of Final Completion  
Elgin Blvd. Sidewalk LAP - 23-CG0039

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 ELGIN BLVD. SIDEWALK LAP Project. **The one-year warranty period will be effective beginning JANUARY 25, 2024.**

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 ELGIN BLVD. 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  
D. Todd Crosby, P.E., Assistant County Engineer  
Troy McCain, Senior Project Manager  
Lillian Hoyt, Operations Assistant  
Alisa Pike, Procurement Coordinator

HERNANDO COUNTY CONSTRUCTION CONTRACT  
FINAL PAYMENT CHECKLIST

Bid No: 22-CG0039 Project No: 110040 Date: 4-26-2024  
Contractor Name: AUGUSTINE CONSTRUCTION, INC

The following items have been secured by the Engineering department for the project known as  
CANARY MANDRAKE MSBU

Contract No: 23-CG0039, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$1,206,337.04 Final Contract Price (including all change orders): \$1,204,801.32

Performance Bond Increase Required: Yes  No

Date of Notice to Proceed: 1-30-2023

Amount of Liquidated Damages:

Substantial Completion Time:\* 180 Calendar Days

Substantial Completion Time (including Change Orders):\* 352 Calendar Days

Final Completion Time: 210 Calendar Days

Final Completion Time (including Change Orders):\* 382 Calendar Days

Actual Substantial Completion Time:\* 352 Calendar Days

Actual Final Completion Time (including Change Orders):\* 382 Calendar Days

Completed  
Yes No

Y \_\_\_\_\_  
N/A

1. All Punch List items completed 12-4-2023 (Date).

Y \_\_\_\_\_  
N/A

2. Warranties and Guarantees assigned to County.

Y \_\_\_\_\_  
N/A

3. General one year warranty from Contractor 1-25-2024 (Effective Date).

Y \_\_\_\_\_  
N/A

4. Operation and Maintenance manuals for equipment and system.

Y \_\_\_\_\_  
N/A

5. Record drawings obtained.

Y \_\_\_\_\_  
N/A

6. County personnel trained on system and equipment operation.

Y \_\_\_\_\_  
N/A

7. Certificate of Occupancy \_\_\_\_\_ or Compliance \_\_\_\_\_

Y \_\_\_\_\_  
N/A

8. Certificate of Substantial Completion\* 12-5-2023 (Date)

9. Department's Final Inspection Report\* when Applicable. \_\_\_\_\_ (Date)

10. Final Payment Certification and Affidavit from Contractor (Form No. CSD:505(3)).

11. Owner's Representative's Certificate of Final Inspection. 1-25-2024 (Date)

12. DBE Participation Certification (Form No. CSD:545) and justification letter from Contractor (If Applicable).

Completed		
YES	No	
<u>Y</u>		14. Release of Liens
<u>Y</u>		15. Consent of Surety
<u>Y</u>		16. As-Built Documents (Signed and Sealed)
<u>Y</u>		17. Vendor Performance Form
	<u>N/A</u>	18. Final Funding Agency Approval, if applicable
		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:

2, 4, 5, 7, 9, 12, 18

Comments: Concrete supply delayed project throughout.

Signed:  Scott E. Nelson  
 Department Director or Designee

Date: 4-26-2024

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: <b>AUGUSTINE CONSTRUCTION, INC</b>	County Dept.: County Engineer's Office	Contract # and Description: <b>22-C60039 ELGIN BLVD S/W LAP</b>
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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.

Return completed form to: **PURCHASING**

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


**HERNANDO COUNTY PURCHASING AND CONTRACTS  
VENDOR PERFORMANCE EVALUATION  
Construction Projects**

Construction Phase Cont.	Rating Scale:	Poor		Average		Excellent
Cooperativeness		①	②	③	④	⑤
Professional conduct		①	②	③	④	⑤

Specific suggestions for improvement:

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

Evaluated by:

  
Signature \_\_\_\_\_ Date 4-26-2024

Reviewed by:

Fran Hallet 5/6/24

For Chief Procurement Officer

**HERNANDO COUNTY PURCHASING AND CONTRACTS  
 VENDOR PERFORMANCE EVALUATION  
 A/E (Architectural/Engineering) Services  
Construction Phase**

Vendor/Firm: <b>C.T.L.</b>	County Dept.: <b>Engineering</b>	Contract # and Description: <b>ELGIN S/W LAP</b>
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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.

Return completed form to: PURCHASING

A copy will be sent to the Contractor to advise of commendable as well as deficient areas in their service.

Construction Phase	Rating Scale:	Poor	Average	Excellent
Early identification of problems and timely resolution		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Adherence to allotted budget		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Quality of supervision and decision making		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Cooperation with contractor and subcontractors		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Timely submission of documents and reports		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Observation reports accurately describe progress		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Error/Omissions requiring construction change orders		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Adherence to schedule and closeout		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cooperativeness with County		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Assistance with claims and disputes		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Professional conduct		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Specific suggestions for improvement:  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Evaluated by:  
  
 Signature \_\_\_\_\_ Date 4-26-4024

Reviewed by:  
Fran Hallett  
 For Chief Procurement Officer Date 5/6/24

**HERNANDO COUNTY PURCHASING AND CONTRACTS  
 VENDOR PERFORMANCE EVALUATION  
 A/E (Architectural/Engineering) Services  
Construction Phase**

Vendor/Firm: <b>DRMP</b>	County Dept.: <b>Engineering</b>	Contract # and Description: <b>ELGIN S/W LAP</b>
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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.

Return completed form to: PURCHASING

A copy will be sent to the Contractor to advise of commendable as well as deficient areas in their service.

Construction Phase	Rating Scale:	Poor	Average	Excellent
Early identification of problems and timely resolution		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Adherence to allotted budget		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Quality of supervision and decision making		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cooperation with contractor and subcontractors		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Timely submission of documents and reports		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Observation reports accurately describe progress		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Error/Omissions requiring construction change orders		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Adherence to schedule and closeout		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cooperativeness with County		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Assistance with claims and disputes		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Professional conduct		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Specific suggestions for improvement:


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

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Evaluated by:  
  
 Signature Date **4-26-2024**

Reviewed by:  
**Fran Hallett**  
 For Chief Procurement Officer Date **5/6/24**