



September 6, 2024

Certified Mail#9590 9402 9674 2122 5998 95

Ms. Carla Rossiter-Smith, MSM PMP  
Chief Procurement Officer  
Hernando County  
15470 Flight Path Drive  
Brooksville, FL 34604

Re: ***CONTRACT: 21-C00008 Hernando County Fire Station #5***

Dear Carla:

This correspondence serves as New Vista Builders Group, LLC's ("New Vista") claim against the Hernando County Board of County Commissioners ("Owner") for violation of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act (the "Act"). As you know, on July 13, 2021, Owner and New Vista contracted for the construction of Fire Station No.5 ("Contract"). New Vista submitted all payment applications in accordance with the requirements of the Contract. Owner consistently issued payments to New Vista under the Contract without a meeting of the Owner's Board.

On February 27, 2024, New Vista submitted its payment application number 19 in the amount of \$317,493.74. A copy of the payment application is attached here for your reference. Owner did not reject or dispute, in writing or otherwise, the payment application within 20 business days as required by Fla. Stat. §218.735(2). Thus, Owner was obligated to issue payment in full to New Vista in the amount of \$317,493.74 within 25 business days from February 27, 2024 – i.e. by April 2, 2024 – pursuant to Florida Statute §218.735(1). Owner failed to do so.

On April 18, 2024, the Architect approved and certified the payment application. Owner failed to issue prompt payment to New Vista despite the certificate of payment issued by the Architect.

On August 28, 2024, the Owner sent New Vista an email communicating its objection to the payment application. This was the Owner's first written notice to New Vista of any objection to the payment application. Specifically, the Owner instructed us to revise the payment application amounts and advised that the "retainage will be paid out when it goes to the board for final payment." There is nothing in the Contract which requires a meeting of the Owner's Board to issue payment to New Vista, nor have any of the prior payments issued by the Owner required such a meeting. New Vista subsequently submitted revised payment applications under protest and in an effort to mitigate the potential loss. New Vista nonetheless advised that it would submit a claim for Owner's violation of the Act.

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Tampa, FL 33610  
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CGC057992, CGC1508551



As referenced above, Owner failed to pay New Vista \$317,493.74 by April 2, 2024, in violation of the Act. Pursuant to Florida Statute §218.735(9) (2021), New Vista is entitled to statutory interest at the rate of 2% per month on the principal amount owed. Through today's date, New Vista is owed a total of \$31,749.37 for interest in connection with payment application number 19. The interest amount will continue to accrue at the rate of 2% per month until Owner finally issues payment to New Vista.

Accordingly, to avoid any further action, New Vista demands payment from Owner in the amount of \$349,243.11 within seven (7) days from the date of this correspondence.

Remain at your service for further discussion.

Sincerely,



Lazaro Fernandez  
Vice President

Cc: Alejandro Espino / VLP