



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 *JSH*

DATE: October 31, 2022

RE: 20-CG0006/DK Brooksville Elem Sidewalk LAP project, 436712-1 PO 20000987

The Brooksville Elementary-Howell Avenue from Croom Road to US41/Broad St Sidewalk LAP Project is now complete. I am forwarding the following documents for processing:

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

Please proceed with the agenda item to the Board of County Commissioners for final approval for the Brooksville Elementary-Howell Ave from Croom Rd to US41/Broad St Sidewalk LAP Project. This project installed 3,054 linear feet of sidewalk.

Funding is available for Pay Request No. 3 FINAL in the amount of \$27,104.74 in the following accounts:

1013-03211-5616371 - (Constitutional Gas Tax., Improv-Sidewalks) \$5,615.59

1013-03211-5808101 – (Constitutional Gas Tax, Aid to Govt Agencies) \$512.27

Retainage account 1013-2050208 (Constitutional Gas Tax, Retainage- Marquee Development) in the amount of \$20,976.88.

Original Purchase Order Amount was \$469,907.25 revised by change order 1 for an increase of \$9,955.00 for additional work regarding drainage and change order 2 for an increase of \$31,941.94 for additional materials needed during construction. Change order 3 was a no cost time extension and change order 4-Final decreased the contract amount by –(\$86,138.83) for field revisions resulting in a final contract amount of \$425,665.36.

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 CERTIFICATE FOR PAYMENT

TO OWNER:
 Hernando County - BACC
 20 N. Main St. Suite 400
 Brooksville, FL 33607
 FROM CONTRACTOR:
 Marquee Development, Inc
 480 Douglas Rd.
 Tampa, FL 33615
 CONTRACT FOR

PROJECT: Brooksville Elem. School
 Sidewalk
 VIA ARCHITECT:

APPLICATION # 003 (Final) Distribution to
 PERIOD TO: 7/30/2022
 PROJECT NOS: 10-CG0006
 FWH#436712-1-58-01
 CONTRACT DATE: 6/29/2022

- Owner
- Const. Mgr
- Archited
- Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

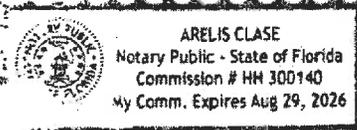
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 469,907.25
- 2. Net change by Change Orders \$ (44,241.89)
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 425,665.36
- 4. TOTAL COMPLETED & STORED TO DATE \$ 425,665.36
 (Column G on Continuation Sheet)
- 5. RETAINAGE:
 - a. 0% of Completed Work \$ 0.00
 (Columns D+E on Continuation Sheet)
 - b. 0% of Stored Material \$ 0.00
 (Column F on Continuation Sheet)
 Total Retainage (Line 5a + 5b or
 Total in Column I of Continuation Sheet) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 425,665.36
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 398,560.62
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 27,104.74
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 less Line 8)

CONTRACTOR
 By: [Signature] Date 10/24/2022

State of Florida
 County of Hillsborough
 Subscribed and sworn to before
 me this 29 day of October, 2022



Notary Public, [Signature]
 My Commission expires _____

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 27,104.74
 Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.

ARCHITECT: [Signature]
 By: Scott E. Nelson - Project Manager Date 10/31/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$41,996.94	
Total approved this Month		\$36,138.93
TOTALS	\$41,996.94	\$36,138.93
NET CHANGES by Change Order	-\$44,241.89	

County's Recommendation for Payment:
 By: J. Scott Herring, P.E.
 DATE: 10/31/22

\$ 27,104.74
 AMOUNT
 Public Works Director/County Engineer
 Title

ITEM #	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	CONTRACT AMOUNT \$	PREVIOUS QUANTITY	CURRENT QUANTITY	CURRENT \$ AMOUNT	CUMUL QUANTITY	CUMULATIVE \$ AMOUNT	% COMP	REMAINING AMOUNT \$
	Sidewalk Construct./North Port											
101-1	Mobilization/Demobilization	LS	1.00	\$95,000.00	\$95,000.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$95,000.00	100%	\$0.00
CO #1 Add	Mobilization/Demobilization	LS	1.00	\$3,958.00	\$3,958.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$3,958.00	100%	\$0.00
102-1	Maintenance of Traffic	LS	1.00	\$20,940.00	\$20,940.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$20,940.00	100%	\$0.00
CO #1 Add	Maintenance of Traffic	LS	1.00	\$872.00	\$872.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$872.00	100%	\$0.00
102-60	Work Zone Signs	LS	1.00	\$6,000.00	\$6,000.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$6,000.00	100%	\$0.00
CO #1 Add	Work Zone Signs	LS	1.00	\$250.00	\$250.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$250.00	100%	\$0.00
102-74-1	Channelizing Devices	ED	150.00	\$20.00	\$3,000.00	✓ 90.0000	18.0000	✓ \$360.00	✓ 108.0000	\$2,160.00	72%	\$840.00
CO#3 Deduct	Channelizing Devices	ED	-42.00	\$20.00	(\$840.00)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$840.00)
CO #1 Add	Channelizing Devices	ED	5.00	\$35.00	\$175.00	✓ 5.0000	0.0000	\$0.00	✓ 5.0000	\$175.00	100%	\$0.00
104-10-3	Sediment Barrier	LF	1,488.00	\$0.50	\$744.00	✓ 800.0000	0.0000	\$0.00	✓ 800.0000	\$400.00	54%	\$344.00
CO#3 Deduct	Sediment Barrier	LF	-688.00	\$0.50	(\$344.00)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$344.00)
104-18	Inlet/MES Protection	EA	3.00	\$150.00	\$450.00	✓ 3.0000	0.0000	\$0.00	✓ 3.0000	\$450.00	100%	\$0.00
110-1-1	Clearing and Grubbing	AC	0.62	\$16,129.03	\$10,000.00	✓ 0.6200	0.0000	\$0.00	✓ 0.6200	\$10,000.00	100%	\$0.00
CO #2 Add	Clearing and Grubbing	AC	0.89	\$16,129.03	\$14,354.84	0.8900	0.0000	\$0.00	✓ 0.8900	\$14,354.84	100%	\$0.00
110-4-10	Removal of Existing Concrete	SY	10.00	\$20.00	\$200.00	✓ 10.0000	0.0000	\$0.00	✓ 10.0000	\$200.00	100%	\$0.00
CO #1 Add	Removal of Existing Concrete	SY	12.00	\$20.00	\$240.00	✓ 12.0000	0.0000	\$0.00	✓ 12.0000	\$240.00	100%	\$0.00
CO #2 Add	Removal of Existing Concrete	SY	3.73	\$20.00	\$74.60	3.7300	0.0000	\$0.00	✓ 3.7300	\$74.60	100%	\$0.00
CO #1 Add	Disposal of Exist. Conc(SW & C/G)	LS	1.00	\$650.00	\$650.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$650.00	100%	\$0.00
110-7-1	Mailbox, F&I Single	EA	5.00	\$150.00	\$750.00	✓ 5.0000	0.0000	\$0.00	✓ 5.0000	\$750.00	100%	\$0.00
CO #2 Add	Mailbox, F&I Single	EA	2.00	\$150.00	\$300.00	2.0000	0.0000	\$0.00	✓ 2.0000	\$300.00	100%	\$0.00
120-1	Regular Excavation	CY	375.00	\$20.00	\$7,500.00	✓ 375.0000	0.0000	\$0.00	✓ 375.0000	\$7,500.00	100%	\$0.00
120-2-2	Borrow Excavation, Truck Measure	CY	354.00	\$20.00	\$7,080.00	✓ 354.0000	0.0000	\$0.00	✓ 354.0000	\$7,080.00	100%	\$0.00
CO #2 Add	Borrow Excavation, Truck Measure	CY	654.00	\$20.00	\$13,080.00	654.0000	0.0000	\$0.00	✓ 654.0000	\$13,080.00	100%	\$0.00
120-6	Embankment	CY	1,175.00	\$20.00	\$23,500.00	✓ 1175.0000	0.0000	\$0.00	✓ 1175.0000	\$23,500.00	100%	\$0.00
0400-0-11	Concrete Class NS, Gravity Wall	CY	180.00	\$300.00	\$54,000.00	✓ 0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	\$54,000.00
CO#3 Deduct	Concrete Class NS, Gravity Wall	CY	-180.00	\$300.00	(\$54,000.00)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$54,000.00)
0400-1-2	Concrete Class 1, Endwalls	CY	1.36	\$950.00	\$1,292.00	✓ 1.3600	0.0000	\$0.00	✓ 1.3600	\$1,292.00	100%	\$0.00
0425 1910	Inlets, Closed Flume	EA	4.00	\$4,000.00	\$16,000.00	✓ 4.0000	0.0000	\$0.00	✓ 4.0000	\$16,000.00	100%	\$0.00
CO #1 Add	Inlets, Closed Flume	EA	1.00	\$4,000.00	\$4,000.00	✓ 1.0000	0.0000	\$0.00	✓ 1.0000	\$4,000.00	100%	\$0.00
430174218	Pipe Culvert, Opt Mat, 18"SD	LF	8.00	\$65.00	\$520.00	✓ 0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	\$520.00
CO#3 Deduct	Pipe Culvert, Opt Mat, 18"SD	LF	-8.00	\$65.00	(\$520.00)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$520.00)
515-1-1	Pipe Handrail - Guiderail	LF	596.00	\$30.00	\$17,880.00	✓ 55.2500	0.0000	\$0.00	✓ 55.2500	\$1,657.50	9%	\$16,222.50
CO#3 Deduct	Pipe Handrail - Guiderail	LF	-540.75	\$30.00	(\$16,222.50)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$16,222.50)
	FDOT Pipe Handrail w/pickets	LF	30.00	\$55.00	\$1,650.00	✓ 30.0000	0.0000	\$0.00	✓ 30.0000	\$1,650.00	100%	\$0.00
0520-1-10	Conc. Curb & Gutter, Type F	LF	2,620.00	\$22.00	\$57,640.00	✓ 2620.0000	0.0000	\$0.00	✓ 2620.0000	\$57,640.00	100%	\$0.00
CO #1 Add	Conc. Curb & Gutter, Type F	LF	299.00	\$22.00	\$6,578.00	✓ 299.0000	0.0000	\$0.00	✓ 299.0000	\$6,578.00	100%	\$0.00
0520-3	Conc. Valley Gutter	LF	351.00	\$20.00	\$7,020.00	✓ 0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	\$7,020.00
CO #1 Deduct	Conc. Valley Gutter	LF	-351.00	\$20.00	(\$7,020.00)	0.0000	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$7,020.00)
	Concrete Collar	EA	1.00	\$500.00	\$500.00	✓ 0	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	\$500.00
CO#3 Deduct	Concrete Collar	EA	-1.00	\$500.00	(\$500.00)	0	0.0000	\$0.00	✓ 0.0000	\$0.00	0%	(\$500.00)
522-1	Conc. Sidewalk/Driveways 4"	SY	1,756.00	\$42.00	\$73,752.00	✓ 1652.9000	103.1000	✓ \$4,330.20	✓ 1756.0000	\$73,752.00	100%	\$0.00
CO #1 Add	Conc. Sidewalk/Driveways 4"	SY	6.00	\$42.00	\$252.00	✓ 6.0000	0.0000	\$0.00	✓ 6.0000	\$252.00	100%	\$0.00
CO#3 Add	Conc. Sidewalk/Driveways 4"	SY	34.23	\$42.00	\$1,437.66	0.0000	34.2300	✓ \$1,437.66	✓ 34.2300	\$1,437.66	100%	\$0.00
522-2	Conc. Sidewalk/Driveways 6"	SY	411.00	\$60.00	\$24,660.00	✓ 411.0000	0.0000	\$0.00	✓ 411.0000	\$24,660.00	100%	\$0.00



DEPARTMENT OF PUBLIC WORKS

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

**PAY APPLICATION
QUANTITY VERIFICATION**

PROJECT: Brooksville S/W LAP CONTRACT #: 20-CG0006

P.O. # 20000987 PAY APP: FINAL DATE: 10 / 27 / 2022

CONTRACTOR: MARQUEE DEVELOPMENT, INC

DPW PROJECT MANAGER: SCOTT E. NELSON INSPECTOR: _____

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.

PHOTOS

MEETINGS

FIELD MEASUREMENTS

Prepared by: SCOTT E. NELSON, Title: PROJECT MANAGER Date: 10 / 27 / 2022

Reviewed By: Scott E. Nelson, Title PROJECT MANAGER Date: 10 / 27 / 2022

Department Director / County Engineer: [Signature]
Date: 10/31/22

**CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROVISIONS ON FEDERAL AID CONTRACTS**

DATE 10/24/2022
FIN PROJECT I.D. 436712-1-58-01 CONTRACT NO. 20-CG0006
Brooksville Elementary School Sidewalk

Marquee Development, Inc., prime contractor
for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

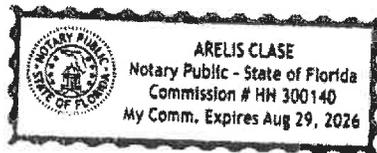
Exception:
The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____ Street Address _____
City/State/Zip _____

State of Florida
County of Hillsborough
Sworn to and subscribed before me this 24 day
of October, 2022, by Jannett Crisp
(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

[Signature]
Notary Public
08/29/2026
Commission Expires



Marquee Development, Inc.
Contractor
[Signature]
By _____
President Title

Personally Known OR Produced Identification
Type of Identification Produced FIDC.

Instructions:

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor.
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

CERTIFICATION
DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS
(As required by Florida Transportation Code, Section 337.11, Subsection (11), F.S.)

DATE 10/24/2022
FIN PROJ. I.D. 436712-1-58-01 CONTRACT NO. 20-CG0006
Brooksville Elem. School Sidewalk TO RELEASE MONTHLY PAYMENT FOR July (Final)

Marquee Development, Inc., prime contractor for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

EXCEPTION:

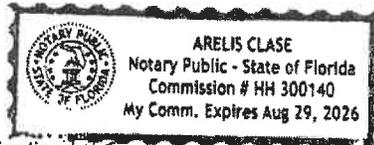
The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor name	Subcontractor name
Street Address	Street Address
City State Zip	City State Zip

State of Florida
County of Hillsborough
Sworn to and subscribed before me this 24th day of October, 2022, by Janette Crump
(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

[Signature]
Notary Public
08/29/2024
Commission Expires



Marquee Development, Inc.
Contractor
[Signature] By
President Title

Personally Known OR Produced Identification
Type of Identification Produced R.S.

Instructions:

1. Attach copy of the notification good cause sent to each applicable subcontractor.
2. List the subcontractors which have not been paid the proportionate share of payments received by the contractor and the date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION COMPLIANCE WITH
SPECIFICATIONS AND PLANS**

700-020-02
CONSTRUCTION
04/14
Page 1 of 3

FIN PROJECT I.D.(s) 436712-1-58-01
Brooksville Elementary Sidewalk

DATE: 10/24/2022
CONTRACT NO: 20-CG0006
Monthly:
Final:

Marquee Development, Inc., Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the contract specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between 5/18/2021 and 7/17/2022. Exceptions to these requirements are listed below.

1.) Item No.: _____
Exception:

2.) Item No.: _____
Exception:

3.) Item No.: _____
Exception:

4.) Item No.: _____
Exception:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION COMPLIANCE WITH
SPECIFICATIONS AND PLANS**

5.) Item No.: _____
Exception: _____

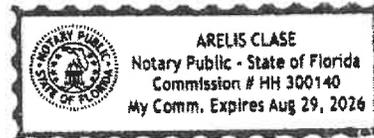
6.) Item No.: _____
Exception: _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida
County of Hillsborough
Sworn to and subscribed before me this 24th day
of October, 2022, by Garnett Craig
(Print name of person signing Certification)

Garnett Craig
Quality Control Manager
By _____
Marquee Development, Inc.
Company

Notary Public
08/29/2024
Commission Expires

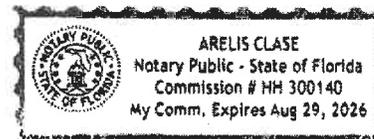


Personally Known _____ or Produced Identification
Type of Identification Produced ASC

State of Florida
County of Hillsborough
Sworn to and subscribed before me this 24 day
of Oct, 2022, by Garnett Craig
(Print name of person signing Certification)

Marquee Development, Inc.
Contractor
By _____
President
Title

Notary Public
08/26/2024
Commission Expires



Personally Known _____ or Produced Identification
Type of Identification Produced ASC



Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 0

Construction Change Order

Owner: Hernando County Board of County Commissioners

Owner's Representative:

Vendor: MARQUEE DEVELOPMENT INC

Change Order No. 4
Contract No. 20000987

Change Order Date: 10/27/2022
Contract Date:

Project Description:

Brooksville Elem-Howell Ave LAP

The Project is Changed as Follows

Justification: Brooksville Elem/Howell Ave from Croom to US41 (Broad St) LAP
Construction

FPN# 436712-1-58-01/Agreement #G1L11 FAIN: D719 040 B

Contract: 20-CG0006 Construction services

CO 1: Additional materials and work for ponding off the end of pavement curb and gutter. Add \$9,955.00

CO 2: Additional materials and work due to field quantities increased during construction services. Add \$31,941.94

CO 3: Time Extension due to negotiations.

CO 4: Final Add Deduct for completion of the project.

Item	Description	Units	Quantity	Unit Price	Ext Amount
102-74-1	Channelizing Devised	ED	-42.00	\$20.00	-\$840.00
104-10-3	Sediment Barrier	LF	-688.00	\$0.50	-\$344.00
0400-0-11	Concrete Class NS, Gravity Wall	CY	-180.00	\$300.00	-\$54,000.00
430174218	Pipe Culver, 18"SD	LF	-8.00	\$65.00	-\$520.00
515-1-1	Pipe Handrail/Guardrail	LF	-540.75	\$30.00	-\$16,222.50
	Concrete Collar	EA	-1.00	\$500.00	-\$500.00
522-1	Concrete Sidewalk, 4"	SY	34.23	\$42.00	\$1,437.66
570-1-2	Performance Sod(Bahia)	SY	-2,971.10	\$4.00	-\$11,884.40
570-1-2	Performance Sod(Floritam)	SY	-539.40	\$4.75	-\$2,562.15
700-11-123	Thermo Striping STD WT 12"	LF	-105.90	\$6.00	-\$635.40
700-11-125	Thermo Striping 24" Solid	LF	-5.67	\$12.00	-\$68.04

Total Addition/Deduction: -(\$86,138.83)

Deduct Line 3) -78,937.62 from 1013-03211-5616371 Project 109090

Revised Line 3 Total: \$146,806.71

Deduct Line 4) -7,201.21 from 1013-03211-5808101 Project 109090

Revised Line 4 Total: \$13,392.65

Revised Final PO Total: \$425,665.36

Total Addition/Deduction this Change Order: - 86,138.83

The Original Contract Sum was 469,907.25

Net Change by previously authorized Change Orders: 41,896.94

The Contract Sum prior to this Change Order was 511,804.19

The Net Amount of this Change Order is: - 86,138.83

The new Contract Sum including this Change Order will be 425,665.36

The Contract Time will be changed by this Change Order (Days):
The Date of Substantial Completion as of the date of this Change Order therefore is:

Vendor Name/Address:
MARQUEE DEVELOPMENT INC
4801 TROYDALE RD
TAMPA, FL 33615

Owner or Owner's Representative:
Hernando County Commission
20 N. Main St., Rm 266
Brooksville, FL 34601



Authorized Signature
Date: 10/29/2022

Chief Procurement Office
Date: _____

- Distribution:**
- Vendor - Original
 - Purchasing & Contracts
 - Finance
 - Requisitioning
 - Contract File



DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES • ENGINEERING • FACILITIES • ROADS/BRIDGES • STORMWATER • TRAFFIC • WATERWAYS

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

MEMORANDUM

TO: J. Scott Herring, P.E.
Public Works Director/County Engineer

FROM: Scott E. Nelson *SEN*
Project Manager

DATE: October 27, 2022

SUBJECT: Brooksville Avenue Sidewalk LAP Project – Marquee Development

Please see the attached Final Change Order Request for the Brooksville Elementary Sidewalk LAP Project for a cost decrease in the amount of (\$86,138.83). This is for final closeout to the project.

- A. Prices have been determined to be fair and reasonable based on prices submitted with bid; and/or
- B. Prices have been determined to be fair and reasonable based on negotiations with the contractor and the attached supporting documents

Signature *[Handwritten Signature]* 10/27/22

Marquee Development, Inc.

Brooksville Elementary School Sidewalk – Item Addition/Deduction

ITEM #	ITEM NAME	UNITS	QUANTITY	UNIT PRICE (\$)	AMOUNT (\$)
102-74-1	Channelizing Devices	ED	-42.00	\$20.00	(\$840.00)
104-10-3	Sediment Barrier	LF	-688.00	\$0.50	(\$344.00)
0400-0-11	Concrete Class NS, Gravity Wall	CY	-180.00	\$300.00	(\$54,000.00)
430174218	Pipe Culvert, Optional Material, 18"SD	LF	-8.00	\$65.00	(\$520.00)
515-1-1	Pipe Handrail/Guardrail	LF	-540.75	\$30.00	(\$16,222.50)
	Concrete Collar	EA	-1.00	\$500.00	(\$500.00)
522-1	Concrete Sidewalk 4" (Fibermesh)	SY	34.23	\$42.00	\$1,437.66
570-1-2	Performance Turf Sod (Bahia)	SY	-2,971.10	\$4.00	(\$11,884.40)
570-1-2	Performance Turf Sod (Floritam)	SY	-539.40	\$4.75	(\$2,562.15)
700-11-123	Thermo Striping, STD White, 12" Solid	LF	-105.90	\$6.00	(\$635.40)
700-11-125	Thermo Striping, 24" Solid	LF	-5.67	\$12.00	(\$68.04)
	Total Addition/Deduction this Change Order (#3)				(\$86,138.83) ✓

Respectfully Submitted,



Marquee Development, Inc.

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

The undersigned lienor, in consideration of the final payment in the amount of \$ 425,665.36, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished on the job of Hernando County, to the following described property:

Project: Brooksville Elementary School Sidewalk, Brooksville Hernando County, FL

DATED on October 24, 2022

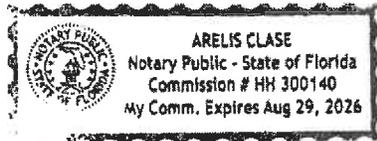
Lienor's Name Marquee Development, Inc.
Address 4801 Troydale Rd.
Tampa, FL 33615

By: 
Printed Name: Garnett Craig
Title: President

State of Florida
County of Hillsborough

Sworn to and subscribed before me this 24 day of Oct, 2022 by Garnett Craig who is personally known to me or has provided a valid ID of Florida FL.


Notary Public



My Commission expires: 08/29/2026

**FINAL WAIVER
AND
RELEASE OF LIEN**

The undersigned lienor, in consideration of the **FINAL** payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of Marquee Development, Inc. the following described property:

Project

Brooksville Elementary School Sidewalk
Hernando County

Dated on 9/15/2022

Lienor's Name: **Traffic Control Products of Florida, Inc.**
Address: 5514 Carmack Road
Tampa, FL 33610

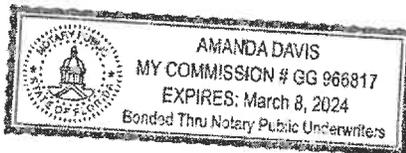
By: *Karen Wasielewski*
Printed Name: Karen Wasielewski
Title: President

State of Florida
County of Hillsborough

Sworn to and subscribed before me this 15TH day of September 2022
by Karen Wasielewski who is personally known to me or has produced a valid ID
of _____

Amanda Davis
Notary Public

My commission expires:



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Section 713.20(5) Florida Statutes)

This instrument Prepared by: LOGAN SUTHERLAND - MANAGER
SYNERGY RENTS LLC
ATTN: KIMBERLY MEYER
2910 OVERPASS RD
TAMPA FL 33619
1012154782

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to MARQUEE DEVELOPMENT, INC (customer) on the job of HERNANDO COUNTY (owner), to the following described property:

1482-1498 HOWELL AVENUE, BROOKSVILLE, HERNANDO COUNTY, FLORIDA.

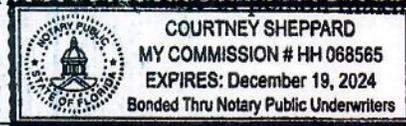
DATED on NOVEMBER 16, 2022

SYNERGY RENTS LLC
ATTN: KIMBERLY MEYER
2910 OVERPASS RD
TAMPA FL 33619

By: 
LOGAN SUTHERLAND - MANAGER

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16 day of NOVEMBER, 2022 by LOGAN SUTHERLAND - MANAGER (name of person making statement).


Signature of Notary Public - State of Florida



Print, type or stamp name of notary public

Personally Known OR Produced Identification

Type of Identification Produced _____



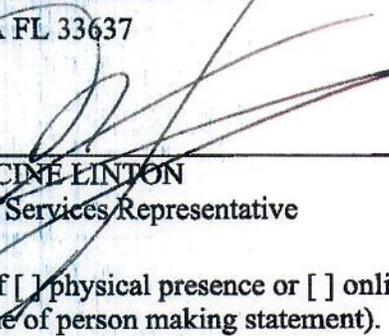
**CEMEX, Inc. and/or
Cemex Construction Materials Florida LLC
WAIVER AND RELEASE OF LIEN FOR FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00** the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **MARQUEE DEVELOPMENT INC** on the job of **HERNANDO COUNTY** (*owner of property*) for the job located on the following described property:

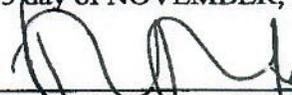
1482-1498 HOWELL AVENUE BROOKSVILLE FLORIDA, BROOKSVILLE ELEMENTARY S/W,
HERNANDO COUNTY, FLORIDA.

DATED on NOVEMBER 15, 2022

Lienor's Name: CEMEX, Inc and/or
CEMEX Construction Materials Florida, LLC
CREDIT SERVICES 800-398-2869
13008 Telecom Dr Ste 100B
TAMPA FL 33637

By: 
MAXCINE LINTON
Credit Services Representative

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of NOVEMBER, 2022 by MAXCINE LINTON (name of person making statement).



Signature of Notary Public - State of Florida

Print, type or stamp name of notary public

Personally Known OR Produced Identification

Type of Identification Produced _____



3101167-15057309

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707-1994

Bond Number: S-324156

PROJECT: Brooksville Elementary LAP Project

TO (Owner)

Hernando County Purchasing Division
20 N. Main Street,
Brooksville, FL 34601

ARCHITECT'S PROJECT NO: 20-CG0006/DK

CONTRACT FOR:

Sidewalk, Curb, Gutter, Driveway Reconstruction, Sodding,
Striping, Mailbox Relocations, Sign Relocations & Handrails

CONTRACTOR: Marquee Development, Inc.

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32245-6000

, SURETY COMPANY,

On bond of

Marquee Development, Inc.
4801 Troydale Road,
Tampa, FL 33615-4801

, 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 Purchasing Division
20 N. Main Street,
Brooksville, FL 34601

, OWNER,

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

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this October 27, 2022

Attest:

Melanni Bravin

NGM Insurance Company
Surety Company

By:

David B. Shick

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



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Brandy Baich, David B. Shick** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
27 day of October, 2022.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



DEPARTMENT OF PUBLIC WORKS

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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

August 3, 2022

Marquee Development, Inc.
4801 Troydale Road
Tampa, Fl. 33615

Re: Certificate of Final Completion
Brooksville Elementary Sidewalk LAP - 20-CG0006

Dear Marquee Development, Inc.:

Hernando County Department of Public Works – County Engineers Office is in agreement by presenting this Certificate of Final Completion to MARQUEE DEVELOPMENT, INC. for the BROOKSVILLE ELEMENTARY SIDEWALK LAP Project. **The one-year warranty period will be effective beginning July 31, 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

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 BROOKSVILLE ELEMENTARY 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
Todd Crosby, P.E., Assistant County Engineer
Lillian Hoyt, Operations Assistant
Diane Kafrissen, Purchasing Agent II, Purchasing and Contracts

HERNANDO COUNTY CONSTRUCTION CONTRACT
FINAL PAYMENT CHECKLIST

Bid No: 20-CG0006 Project No: 109090 Date: 10/27/2022

Contractor Name: MARQUEE DEVELOPMENT, INC.

The following items have been secured by the Engineering department for the project known as DUSKY WARBLER POMP PARKWAY RESURFACING

Contract No: 20-CG0006, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$469,907.25 Final Contract Price (including all change orders): \$425,665.36

Performance Bond Increase Required: Yes No

Date of Notice to Proceed: 2-22-2021 Amount of Liquidated Damages: \$1,170.00

Substantial Completion Time:* 90 Calendar Days

Substantial Completion Time (including Change Orders):* 118 Calendar Days

Final Completion Time:* 120 Calendar Days

Final Completion Time (including Change Orders):* 148 Calendar Days

Actual Substantial Completion Time:* _____ Calendar Days

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

Completed		
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. All Punch List items completed <u>7-14-2022</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>7-15-2022</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>7-14-2022</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>7-30-2022</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: _____

Signed:  _____
 Department Director or Designee

Date: 10/27/2022

* 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: MARQUEE DEVELOPMENT, INC	County Dept.: County Engineer's Office	Contract # and Description: 20-CG0006 BROOKSVILLE ELEM S/W - LAP
--	---	---

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.

Purchasing Department - 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	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:

Monitor finishing staff on a daily basis to ensure surface meets ADA Requirements.

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

Prime Contractor monitored staff insufficiently on a daily basis to ensure concrete met ADA compliance. Would not acknowledge and replace work that did not meet ADA Standards resulting in approximately one year delay in bringing work up to specifications. Four notices of non-compliance issued. One resulted in a performance deficiency notice and withholding of payment.

Evaluated by:


Signature _____ Date 10/27/2022

Reviewed by:


Chief Procurement Officer _____ Date 11/08/2022