



## 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](http://www.HernandoCounty.us)

### MEMORANDUM

**TO:** Carla Rossiter-Smith, CPO

**FROM:** Sam Burdin  
Project Manager

**DATE:** July 10, 2024

**SUBJECT:** 21-C00022/DK Jail Alpha Building Renovation Part: B

The Jail Alpha Building Renovation is now completed. I am forwarding the following documents for processing.

1. Pay App #8 for Retainage.
2. Final Pay App #9 Retainage less liquidated damages
3. Final Release of Liens
4. Final Completion Letter from Contractor
5. Consent of Surety
6. Certificate of Occupancy
7. Contractors Warranty
8. Final Payment Check List
9. Vendor Performance Evaluation
10. Agreement of liquidated damages letter

Please proceed with the agenda item to the Board of County Commissioners for final approval and release of retainage for Jail Alpha Building Renovation Part: B

Funding is available for Pay Request No.8 in the amount \$42,982.28 in the following account:  
1203-2050224

Liquidated Damages were assessed on project and were calculated at \$150.00 per calendar day for 168 days in the total amount of \$25,200.00 using account (1203-3699300) will be deducted from the retainage amount.

Release the final amount of \$ 17,782.28 after liquidated damages.

The original purchase order amount was \$817,711.00 revised by eleven (11) change orders which increased the contract amount by \$41,934.65 and resulted in a final contract amount of \$859,645.65. If additional information is needed, please contact me. Thank you.



SB

Pc via email: Charlene Elliott Finance Specialist  
Craig Becker Facilities Manager  
Carla Rossiter-Smith Chief Procurement Officer  
Scott Herring Public Works Director/County Engineer



# APPLICATION FOR PAYMENT

TO OWNER: HERNANDO COUNTY BOARD OF COMMISSIONERS PROJECT: 21166  
 15470 FLIGHT PATH DRIVE JAIL SALLY PORT ADDITION & ALPHA  
 BROOKSVILLE, FL 34604 APPLICATION NO. 8  
 SAM BURDIN 16425 SPRINGHILL DRIVE PERIOD TO: 06/17/2024  
 FROM CONTRACTOR: E&L CONSTRUCTION GROUP, INC. ARCHITECT: AECOM TECHNOLOGY CORP PROJECT #s: 21166  
 3040 AIRPARK DRIVE SOUTH CONTRACT DATE: 07/13/2021  
 FLINT, MI 48507 7650 W COURTNEY CAMBELL  
 CONTRACT FOR: JAIL SALLY PORT ADDITION & ALPHA TAMPA, FL 33607

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
 Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT	\$817,711.00
2. NET CHANGE BY CHANGE ORDERS	\$41,934.65
3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2)	\$859,645.65
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page)	\$859,645.65
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$42,982.28
b. 5.00% of Stored Material (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$42,982.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$816,663.37
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (Line 6 from prior Application)	\$816,663.37
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$42,982.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$46,434.65	(\$4,500.00)
Total approved this month	\$0.00	\$0.00
TOTALS	\$46,434.65	(\$4,500.00)
NET CHANGES by Change Order	\$41,934.65	

APPLICATION FOR PAYMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: E&L CONSTRUCTION GROUP, INC.  
 By: [Signature] Date: 06/21/2024  
 TONY HAAG, VP FLORIDA DIVISION  
 State of: MICHIGAN  
 County of: GENESEE  
 Subscribed and sworn to before me this 21st day of June 2024  
 Notary Public: NICOLE LEIGH JONES  
 My Commission Expires: JULY 24, 2030  
 Acting in the County of Genesee

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED \$42,982.28 Date: 6/26/24  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT: [Signature]  
 By: [Signature] Date: 6/26/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



**CONTINUATION PAGE**

APPLICATION FOR PAYMENT PROJECT: 21166 APPLICATION NO.: 8 Final  
 containing Contractor's signed Certification is attached. JAIL SALLY PORT ADDITION & APPLICATION DATE: 02/20/2024  
 Use Column I when variable retainage for line items may apply. ALPHA PERIOD TO: 06/17/2024  
 PROJECT #s: 21166

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	MOBILIZATION	\$157,797.00	\$157,797.00	\$0.00	\$0.00	\$157,797.00	100%	\$0.00	\$7,889.85
2	PERMITS	\$11,975.00	\$11,975.00	\$0.00	\$0.00	\$11,975.00	100%	\$0.00	\$598.75
3	PERFORMANCE BOND	\$6,586.00	\$6,586.00	\$0.00	\$0.00	\$6,586.00	100%	\$0.00	\$329.30
4	DEMO & REPLACE EXISTING SO	\$226,007.00	\$226,007.00	\$0.00	\$0.00	\$226,007.00	100%	\$0.00	\$11,300.35
5	DEMO & REPLACE HVAC DUCT	\$141,544.00	\$141,544.00	\$0.00	\$0.00	\$141,544.00	100%	\$0.00	\$7,077.20
6	DEMO & REPLACE ELECTRICAL	\$26,800.00	\$26,800.00	\$0.00	\$0.00	\$26,800.00	100%	\$0.00	\$1,340.00
7	DEMO & REPLACE PLUMBING IN	\$77,000.00	\$77,000.00	\$0.00	\$0.00	\$77,000.00	100%	\$0.00	\$3,850.00
8	DEMO & REPLACE EXISTING CO	\$79,996.00	\$79,996.00	\$0.00	\$0.00	\$79,996.00	100%	\$0.00	\$3,999.80
9	DEMO & REPLACE EXISTING DE	\$61,006.00	\$61,006.00	\$0.00	\$0.00	\$61,006.00	100%	\$0.00	\$3,050.30
10	INSTALL NEW ACCESS PANEL	\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100%	\$0.00	\$1,450.00
11	CHANGE ORDER #1	\$14,709.20	\$14,709.20	\$0.00	\$0.00	\$14,709.20	100%	\$0.00	\$735.46
12	CHANGE ORDER #2	\$10,450.00	\$10,450.00	\$0.00	\$0.00	\$10,450.00	100%	\$0.00	\$522.50
13	CHANGE ORDER #3	\$7,595.50	\$7,595.50	\$0.00	\$0.00	\$7,595.50	100%	\$0.00	\$379.78
14	CHANGE ORDER #4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
15	CHANGE ORDER #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
16	CHANGE ORDER #6	\$6,282.36	\$6,282.36	\$0.00	\$0.00	\$6,282.36	100%	\$0.00	\$314.12
17	CHANGE ORDER #7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
18	CHANGE ORDER #8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
19	CHANGE ORDER #9	\$5,676.00	\$5,676.00	\$0.00	\$0.00	\$5,676.00	100%	\$0.00	\$283.80
20	CHANGE ORDER #10	\$1,721.59	\$1,721.59	\$0.00	\$0.00	\$1,721.59	100%	\$0.00	\$86.08
21	CHANGE ORDER #11	(\$4,500.00)	(\$4,500.00)	\$0.00	\$0.00	(\$4,500.00)	100%	\$0.00	(\$225.00)
<b>TOTALS</b>		<b>\$859,645.65</b>	<b>\$859,645.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$859,645.65</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$42,982.28</b>

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT



**APPLICATION FOR PAYMENT**

TO OWNER: HERNANDO COUNTY BOARD OF COMMISSIONERS PROJECT: 21166 APPLICATION NO. 9 Final Distribution to:  
 15470 FLIGHT PATH DRIVE JAIL SALLY PORT ADDITION & ALPHA PERIOD TO: 06/18/2024  OWNER  
 BROOKSVILLE, FL 34604 16425 SPRINGHILL DRIVE ARCHITECT  
 SAM BURDIN BROOKSVILLE, FL 34604 PROJECT #s: 21166  ARCHITECT  
 FROM CONTRACTOR: E&L CONSTRUCTION GROUP, INC. ARCHITECT: AECOM TECHNOLOGY CORP CONTRACT DATE: 07/13/2021  CONTRACTOR  
 3040 AIRPARK DRIVE SOUTH 7650 W COURTNEY GAMBELL  
 FLINT, MI 48507 TAMPA, FL 33607

CONTRACT FOR: JAIL SALLY PORT ADDITION & ALPHA

**CONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
 Continuation Page is attached.

- 1. ORIGINAL CONTRACT AMOUNT ..... \$0.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
- 3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2) ..... \$0.00
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$0.00  
 (Column G on Continuation Page)
- 5. RETAINAGE:
  - a. 5.00% of Completed Work ..... \$0.00  
 (Columns D + E on Continuation Page)
  - b. 5.00% of Stored Material ..... \$0.00  
 (Column F on Continuation Page)
  - Total Retainage (Line 5a + 5b or  
 Column I on Continuation Page) ..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
 (Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT ..... \$0.00  
 (Line 6 from prior Application)
- 8. CURRENT PAYMENT DUE ..... \$17,782.28
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months		
Total approved this month	Liquidated Damages	\$25,200.00
<b>TOTALS</b>		
NET CHANGES by Change Order		

APPLICATION FOR PAYMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: E&L CONSTRUCTION GROUP, INC.  
 By: [Signature] Date: 06/21/2024  
 TONY HAAS, VP FLORIDA DIVISION  
 State of: MICHIGAN  
 County of: GENESEE  
 Subscribed and sworn to before  
 me this 21st day of June 2024  
 Notary Public: NICOLE LEIGH JONES  
 My Commission Expires: JULY 24, 2030

NICOLE LEIGH JONES  
 Notary Public, State of Michigan  
 County of Genesee  
 My Commission Expires 07-24-2030  
 Acting in the County of Genesee

**ARCHITECT'S CERTIFICATION**

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED \$ 17,782.28 Date: 6/26/24

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 6/26/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

UNCONDITIONAL FINAL RELEASE

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 8/9/2021 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and C.A. OWENS & ASSOCIATES, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

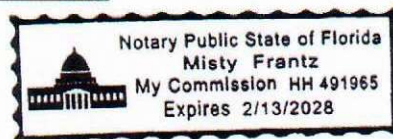
IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 19 day of March, 2024.

(Seal)

C.A. OWENS & ASSOCIATES  
SUBCONTRACTOR  
BY: *Clyde Owens*  
TITLE: President  
ADDRESS: 26A SITE C6 RD.  
FREEPORT, FL 32439

Subscribed and sworn before me this the 19 day of March, 2024.  
State of Florida, County of Walton.

BY: *Misty Frantz*  
My commission expires: 2/13/2028





UNCONDITIONAL FINAL RELEASE

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 3/4/2022 by and between E&L CONSTRUCTION GROUP, INC.  
the Contractor, and CHARLIES PLUMBING, hereinafter called the SUBCONTRACTOR,  
for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been  
made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect  
and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money,  
accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law  
or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed  
this 20 day of August 2023.

(Seal)

CHARLIES PLUMBING  
SUBCONTRACTOR  
BY: [Signature]  
TITLE: \_\_\_\_\_  
ADDRESS: 321 WEST JEFFERSON ST.  
BROOKSVILLE, FL 34601

Subscribed and sworn before me this the 20 day of August, 2023  
State of Florida, County of Hernando

BY: Catherine J Montero  
My commission expires: \_\_\_\_\_





UNCONDITIONAL FINAL RELEASE

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 6/29/2021 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and CLIMATE CONTROL MECHANICAL, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 22<sup>nd</sup> day of May, 20 24.

(Seal)

CLIMATE CONTROL MECHANICAL  
SUBCONTRACTOR  
BY: [Signature]  
TITLE: 05-22-24  
ADDRESS: 2695 NW 4TH ST.  
OCALA, FL 34475

Subscribed and sworn before me this the 22<sup>nd</sup> day of May, 20 24  
State of Florida, County of MANION

BY: [Signature]  
My commission expires: 11-24-24



**UNCONDITIONAL FINAL RELEASE**

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 1/3/2022 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and DHC CONSTRUCTION SERVICES, LLC, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 26 day of February 2024.

(Seal)

DHC CONSTRUCTION SERVICES, LLC

SUBCONTRACTOR

BY: [Signature]  
TITLE: CEO  
ADDRESS: 3307 US HWY 19  
HOLIDAY, FL 34691

Subscribed and sworn before me this the 26 day of February, 2024.  
State of Florida, County of Pasco.

BY: [Signature]  
My Commission expires: \_\_\_\_\_





**UNCONDITIONAL FINAL RELEASE**

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO. 21166  
HERCOU-JAIL SALLY PORT ADDITION-FLORIDA  
HERNANDO COUNTY DETENTION CENTER  
BROOKSVILLE, FLORIDA  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 06/23/21 by and between E&L CONSTRUCTION GROUP, INC.  
the Contractor, and FABRICATED PRODUCTS OF TAMPA, INC., hereinafter called the SUBCONTRACTOR,  
for (project name) HERCOU-JAIL SALLY PORT (location) BROOKSVILLE, final payment has been made.  
ADDITION-FLORIDA FL

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

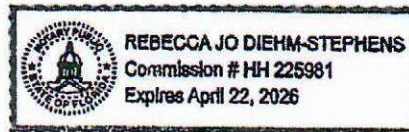
IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 17th day of October 2022.

(SEAL)

FABRICATED PRODUCTS OF TAMPA, INC.  
SUBCONTRACTOR  
BY: [Signature]  
TITLE: President  
ADDRESS: 1100 S. 56<sup>TH</sup> ST.  
TAMPA, FL 33619

Subscribed and sworn before me this the 17th day of October, 2022.  
State of FL, County of Hillsborough.

BY: [Signature]  
My commission expires: \_\_\_\_\_



B



UNCONDITIONAL FINAL RELEASE

21166-12

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 3/31/2022 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and FABRICATED PRODUCTS OF TAMPA, INC., hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

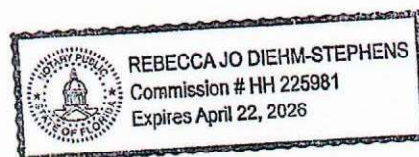
IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 27<sup>th</sup> day of February, 2024.

(Seal)

FABRICATED PRODUCTS OF TAMPA, INC.  
SUBCONTRACTOR  
BY: Melle Lynn Dent  
TITLE: Pres  
ADDRESS: 3323 MUSTANG DR.  
BROOKSVILLE, FL 34604

Subscribed and sworn before me this the 27<sup>th</sup> day of February, 2024.  
State of FL, County of Hillsborough

BY: Rebecca Jo Diehm Stephens  
My commission expires: \_\_\_\_\_



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UNCONDITIONAL FINAL RELEASE

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 6/29/2021 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and GIBSON ELECTRIC, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 9th day of April, 2024.

(Seal)

GIBSON ELECTRIC

SUBCONTRACTOR  
BY: [Signature]  
TITLE: CFO/COO  
ADDRESS: 2695 NW 4TH ST.  
OCALA, FL 34475

Subscribed and sworn before me this the 9th day of April, 2024.  
State of Florida, County of Manon

BY: [Signature]  
My commission expires: 11-24-24





**UNCONDITIONAL FINAL RELEASE**

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 10/15/2021 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and JK JOHNS ROOFING & SHEET METAL, INC., hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

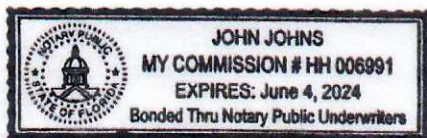
IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 6 day of MARCH 2024.

(Seal)

JK JOHNS ROOFING & SHEET METAL, INC.  
SUBCONTRACTOR  
BY: JEFFREY JOHNS  
TITLE: PRESIDENT  
ADDRESS: 3323 MUSTANG DR.  
BROOKSVILLE, FL 34604

Subscribed and sworn before me this the 6 day of MARCH, 2024.  
State of FLORIDA, County of HERNANDO

BY: JOHN JOHNS *John Johns*  
My commission expires: JUNE 4, 2024





**UNCONDITIONAL FINAL RELEASE**

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 6/9/2022 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and LP CONSTRUCTION, INC., hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 11<sup>th</sup> day of June, 2024.

(Seal)

LP CONSTRUCTION, INC.

SUBCONTRACTOR

BY: Larry W Pennington Jr.

TITLE: President

ADDRESS: 1336 SW 12TH AVE.

OCALA, FL 34471-9210

Subscribed and sworn before me this the 11 day of June, 2024.  
State of Florida, County of Marion.

BY: [Signature]  
My commission expires 4/15/2027.



**UNCONDITIONAL FINAL RELEASE**

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

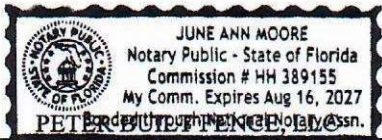
RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 2/2/2023 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and PETER BUILT FENCE, LLC, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 12<sup>th</sup> day of MAY 2024.

(Seal)



SUBCONTRACTOR  
BY: Melissa Beckwith  
TITLE: OFFICER  
ADDRESS: 16091 SE 36 TH AVE.  
SUMMERFIELD FL 34491

Subscribed and sworn before me this the 12<sup>th</sup> day of MAY, 2024.  
State of FLORIDA, County of MARION

BY: June Ann Moore  
My commission expires: 08/19/2027



UNCONDITIONAL FINAL RELEASE

TO: E&L CONSTRUCTION GROUP, INC.  
3040 AIRPARK DR. S.  
FLINT, MI 48507

RE: JOB NO: 21166  
HERCOU-JAIL SALLY PORT ADDITION  
HERANDO COUNTY BOARD OF COMMISSIONERS  
BROOKSVILLE, FL 34604  
(Hereinafter called the "Project")

WHEREAS, pursuant to the contract made 11/13/2021 by and between E&L CONSTRUCTION GROUP, INC. the Contractor, and SOUTHERN PLAINS PAINTING, hereinafter called the SUBCONTRACTOR, for (project) HERCOU-JAIL SALLY PORT ADDITION (location) BROOKSVILLE, FL 34604 final payment has been made.

NOW, THEREFORE, we hereby acknowledge payment in full and remise, release and forever discharge project owner, architect and E&L CONSTRUCTION GROUP, INC. of and from any and all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims, demands and liens whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the contract aforesaid.

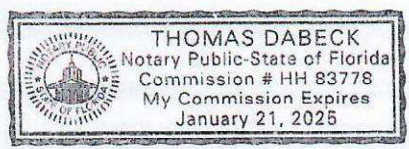
IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 8 day of May, 2024.

(Seal)

SOUTHERN PLAINS PAINTING  
SUBCONTRACTOR  
BY: Tim Maloy  
TITLE: CEO  
ADDRESS: 200 9TH AVE N SUITE 210  
SAFETY HARBOR, FL 34695

Subscribed and sworn before me this the 8 day of May, 2024.  
State of Florida, County of PineHills

BY: [Signature]  
My commission expires: \_\_\_\_\_







January 19, 2024

Re: Final Completion Letter  
21166 - Hernando County Jail – Alpha Quadrant

This Certification of Substantial/Final Completion applies to **all Work** under the Contract Documents. The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ARCHITECT, and found to be substantially/final complete and is also the date of commencement of applicable warranties required by the Contract Documents. The Work is hereby declared to be **substantially/final** complete with the Contract Documents on:

September 26, 2023  
Date of Substantial Completion

A "Punch-List" of items to be completed by the CONTRACTOR was issued and completed.

Tony Haag  
Vice President – Florida Division  
E & L Construction Group

1-19-2024

Date

**Corporate Office**  
Flint, Michigan



**Midwest Office**  
Ft. Wayne, Indiana



**Southern Office**  
Tampa, Florida



 **AIA** Document G707™ – 1994

**Consent Of Surety to Final Payment**

Bond No.: 107434937

<b>PROJECT:</b> <i>(Name and address)</i> Jail Sally Port Addition and Alpha Building Renovation, Project: 21-C00022/DK	<b>ARCHITECT'S PROJECT NUMBER:</b>  <b>CONTRACT FOR:</b> Construction	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>SURETY:</b> <input checked="" type="checkbox"/> <b>OTHER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Hernando County Board of County Commissioners 20 North Main Street Brooksville, FL 34601	<b>CONTRACT DATED:</b>	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Travelers Casualty and Surety Company of America**  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

**E&L Construction Group, Inc.**  
3040 Airpark Drive South, Suite 2  
Flint, MI 48507

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

**Hernando County Board of County Commissioners**  
20 North Main Street  
Brooksville, FL 34601

, OWNER,

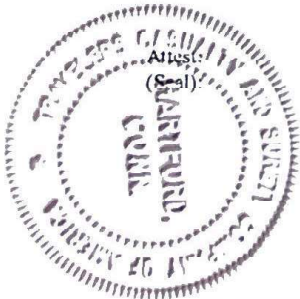
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **27 February 2024**  
*(Insert in writing the month followed by the numeric date and year.)*

**Travelers Casualty and Surety Company of America**  
*(Surety)*

  
*(Signature of authorized representative)*

**Holly Nichols, Attorney-in-Fact**  
*(Printed name and title)*









**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021.**



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st day of April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **February**, **2024**



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



\*\*\*\*\*

CERTIFICATE OF OCCUPANCY/ELECTRICAL RELEASE

\*\*\*\*\*

HERNANDO COUNTY  
DEVELOPMENT DEPARTMENT  
BUILDING DIVISION

THIS CERTIFICATE IS ISSUED IN ACCORDANCE WITH THE LAWS, ORDINANCES, AND REGULATIONS OF HERNANDO COUNTY, FLORIDA.

BUILDING PERMIT #: 1426251

OWNER'S NAME: HERNANDO COUNTY  
(NEW COUNTY JAIL FACILITY)  
20 N MAIN ST RM 460  
BROOKSVILLE, FL 34601

LOCATION ADDRESS: 16425 SPRING HILL DR

DESCRIPTION: 25.37 AC MOL IN NW1/4  
OF SW1/4  
ORB 639 PG 1345

CONTRACTOR 1: ERICKSON & LINDSTROM CONSTRUCTION CO LICENSE #: CBC1262682

CONTRACTOR 2: BASE 3 LLC DBA GIBSON ELECTRIC LICENSE #: EC0000651

USE TYPE: COMMERCIAL REMODELING

ZONING CLASS: PDP INDUSTRIAL UNITS: 1

FINAL ELEC REL #: BY: DATE: 000000

TEMP. ELEC REL #: BY: DATE:

CERTIFICATE OF OCCUPANCY DATE: 09/26/23

DATE PRINTED: 10/05/23

HERNANDO COUNTY BUILDING DIVISION  
BUILDING OFFICIAL  
DENNIS O'KEEFE  
FLORIDA BUILDING CODE,  
7TH EDITION 2020





3040 Airpark Drive South

Flint, MI 48507

Office 810.744.4300

Fax 810.744.1735

[www.eandlgroup.com](http://www.eandlgroup.com)

## **Subcontractor Warranties**



## FABRICATED PRODUCTS OF TAMPA, INC.

*Structural & Misc. Steel Fabrication and Erection*

1100 S. 56th St. Tampa, FL 33619

Phone: (813) 247-6024 ~ Fax: (813) 247-1936

### GUARANTEE-WARRANTY

PROJECT: HERCO - ALPHA BUILDING RENOVATION - (21-56)

CUSTOMER: E & L CONSTRUCTION GROUP

Gentlemen:

Fabricated Products of Tampa, Inc. shall and hereby does guarantee that all work done by us on the above referenced project will be free from defects of workmanship and material for a period of one year beginning October 2, 2023

This guarantee does not cover ordinary wear and/ or misuse.

BY:

Melba S. Hunt

TITLE:

President



# 1 YEAR LABOR WARRANTY

**Owner/Company** - THE E&L CONSTRUCTION GROUP  
**Project Address** - 16425 SPRING HILL DR BROOKSVILLE, FL 34604  
**Predominant Roof** - 24GA STANDING SEAM - ASH GRAY  
**Secondary Roof** - N/A

**Completion Date** - 2-Oct-2023  
**Final Invoice** - N/A  
**Permit (if applicable)** - N/A  
**Final Inspection (if applicable)** - N/A

JK Johns Roofing & Sheet Metal, Inc. will warrant against defects in workmanship performed by JK Johns Roofing & Sheet Metal, Inc. on the predominant roof & secondary roof listed above, for a period of ONE (1) year. Ordinary wear & tear and depreciation expected.

The owner/company shall notify JK Johns Roofing & Sheet Metal, Inc. of any leak, defect, failure or deficiency which is discovered by the owner/company within (7) days of the discovery. If the leak, defect failure or deficiency is covered by this warranty, JK Johns Roofing & Sheet Metal, Inc. shall then have the right to immediately inspect and repair the problem hereunder. If the leak, defect, failure or deficiency is not covered by this warranty, JK Johns Roofing & Sheet Metal, Inc. shall have the right to immediately inspect and repair the problem with the owner/company authorization and at the owner's sole expense.

This is JK Johns Roofing & Sheet Metal, Inc. sole warranty and it neither assumes nor authorizes any person to assume for it any other obligation in connection with aforesaid work.

## EXCLUSIONS

- ~> Damage to the roofing, property, building, or contents caused by fire, settling, distortions, or other failure of the building, natural causes including floods, lightning, high winds, hail, hurricanes, tornadoes, earthquakes, or extraordinary or unusual events.
- ~> Damage to the roofing job from cracks or openings in the roof substrate, walls, partitions, foundations, etc...
- ~> Vandalism, penetration, damages or attacks to the roof by third parties or foreign objects or agents including plant or animal life.
- ~> Damage caused by alteration or addition to encroachment upon erection of a structure on the roof or any use of the roof other than its original intended purpose, including but not limited to, heat cables, salt, etc... Changes in use of this building shall be subject to warrantors approval in writing.
- ~> There is no Implied Warranty of Merchant Ability of Fitness in connection with roof materials supplied by JK Johns Roofing & Sheet Metal, Inc. This warranty shall not render this contractor liable in any respect, for any damage to this building, or any contents thereof for any loss, injury or damage to persons or property resulting from any defect in the materials supplied, nor will JK Johns Roofing & Sheet Metal, Inc. be held liable for incidental, special or consequential damages, direct or indirect of any nature to any person sustained from any cause due to manufacturers defect in materials supplied.
- ~> This warranty shall not apply to any equipment, material, or labor that has been repaired or altered in any manner, or which has been subject to misuse, abuse, or negligence, government restrictions or natural disasters.

## OTHER PROVISIONS

- ~> No modifications of this warranty shall be effective unless in writing and approved by all parties.
- ~> This warranty shall not be transferred to a new owner/company should the property be sold.
- ~> This warranty contains the sole and exclusive liability of JK Johns Roofing & Sheet Metal, Inc. for the roofing job and the application thereof. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WRITTEN, ORAL, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PRACTICAL PURPOSE.
- ~> This warranty shall not be effective unless executed by an authorized representative of JK Johns Roofing & Sheet Metal, Inc.
- ~> This warranty is not intended for a substitute for common sense maintenance program by the owner, nor is it an effective instrument in the face of abuse of the roof by foot traffic and abuse from other trades or individuals.

Respectfully submitted by  
Jeffrey K Johns, President

Signature: *Jeffrey K Johns*

Date: *October 16, 2023*

# **Southern Plains Painting**

## *Warranty Letter*

*PROJECT: Hernando County Jail*

*OWNER: Hernando County Board of Commissioners*

*GENERAL CONTRACTOR: E&L Construction Group, INC*

*We, **Southern Plains Painting** hereby warranty that all labor and material furnished, and work performed in conjunction with the above referenced project, is in accordance with the contract documents, applicable building code, and authorized modifications thereto, and will be free from defects due to defective material or workmanship for a period of one (1) year from Substantial Completion date. Should any defects develop during the warranty period due to improper materials, workmanship, or arrangement, the same shall, upon written notice from the Owner, be made good by the undersigned at no expense to the Owner or Contractor.*

*Completion Date: October 2, 2023*

*COMPANY: Southern Plains Painting*

*ADDRESS: 200 9<sup>th</sup> Ave N  
Ste 210  
Safety harbor, Florida 34695*

*PHONE : 727.600.8589*

*SIGNATURE:*



*PRINT: Tim Maloy*

*TITLE: President*





**SUBCONTRACTOR WARRANTY FORM**

**PROJECT:**                    **HERCOU-JAIL SALLY PORT ADDITION-FL**  
**16425 Springhill Drive**  
**Brooksville, FL 34604**

**OWNER:**                    **Hernando County Board of Commissioners**  
**15470 Flight Path Drive**  
**Brooksville, FL 34604**

**CONTRACTOR:**            **E&L Construction Group Inc**  
**3040 Airpark Drive South**  
**Flint, MI 48507**

**SCOPE:**                    **Exterior Stucco System**

**LP Construction, Inc.**, as the Subcontractor/Supplier to **E&L Construction Group Inc.**, for the **Installation of the Exterior Stucco System** hereby warrant that all labor furnished, and work performed in conjunction with the above referenced project are in accord with the Contract documents and authorized modifications thereto and will be warranted for a period of: **one** year(s) from Date of Substantial Completion.

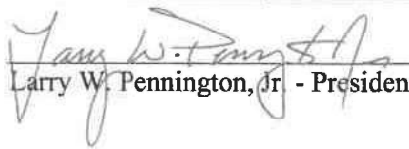
This warranty commences on: **October 2<sup>nd</sup>, 2023** and expires on: **October 2<sup>nd</sup>, 2024**

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same shall, upon written notice by the Owner or General Contractor, be made good by the undersigned at no expense to the Owner. We do not cover water damage due to improper protection from Parapet Cap.

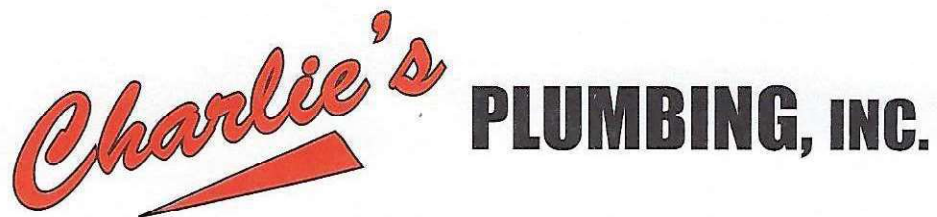
Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner, to damage caused by Acts of God or to normal wear and tear.

DATE: October 2<sup>nd</sup>, 2023

FOR: LP Construction, Inc.

BY:   
Larry W. Pennington, Jr - President





321 West Jefferson Street • Brooksville, FL 34601  
Phone 352/754-8400 • Fax 352/754-8669  
Statewide 1-800-495-3307

**E&L Construction**  
**Re: Hernando County Jail**  
**Letter of Warranty**  
**4-19-23**

Charlie's Plumbing, Inc. warrants all products supplied by us and labor supplies by us to be free from defects for a period of one year after the date of architect approval.

Thank You

Charles W. Jorgensen  
President

**FULL UNCONDITIONAL WAIVER OF LIEN**

JOB NO. 21166

My/our contract with E&L CONSTRUCTION GROUP, INC. to provide

DRYWALL AND RELATED BUILDING MATERIALS

\_\_\_\_\_ for the improvement to the property described as:

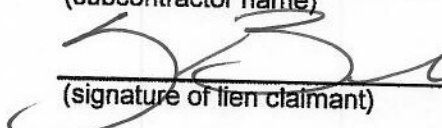
21166-HERCOU-JAIL SALLY PORT ADDITION-FLORIDA

(insert legal description from Notice of Commencement)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

GATOR GYPSUM, INC. DBA OLYMPIA BUILDING SUPPLIES, INC.

(subcontractor name)

  
\_\_\_\_\_  
(signature of lien claimant)

Signed On: 7/23/2024

Address: 5415 N. Australian Ave,  
Wangonia Park, FL 33407

Telephone: 561-612-6745

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



# UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid for all labor services, equipment or material furnished to

**SOUTHERN PLAINS PAINTING OF FL**

on the job of **HERNANDO COUNTY JAIL**

located at **16425 SPRING HILL DRIVE, BROOKSVILLE FL 34601 USA**

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work on the amount of **\$0.00**

As of: 12/18/2023

The Sherwin-Williams Company

By Andrew Nelson

PRINT NAME: Andrew Nelson

PRINT TITLE: Financial Analyst



*[Handwritten signature]*

**NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THESE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

*NOTE: When the claimant is required to execute a waiver and release in exchange for a bond, it includes payment of a final payment and the final release is not valid until the claimant has been paid the final payment. The waiver and release shall substantially be the form set forth below.*

REVISED

12/18/2023

NOTICE TO OWNER/NOTICE TO CONTRACTOR  
(Preliminary Notice, Notice Of Intent To Claim Against Bond)

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

TO THE OWNER:  
HERNANDO COUNTY  
20 N MAIN ST #460  
BROOKSVILLE, FL 34601

CUSTOMER:  
LP CONSTRUCTION INC  
1336 SW 12TH AVE,  
OCALA, FL 34471

21-000022

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows: Various Construction Equipment Rentals, for the improvement of real property identified as: HERNANDO COUNTY DETENTION HERNANDO COUNTY DETE. The property is located at: 16425 SPRING HILL DR, , BROOKSVILLE, FL 34604 8167, APN#: R18-423-19-0000-0310-0010, County of Hernando . Under an order given by: LP CONSTRUCTION INC, 1336 SW 12TH AVE, , Ocala, FL 34471

A demand is made for a copy of the Notice of Commencement to be faxed to 805-522-7171, or email to myjobinfo@crfsolutions.com. Any demand made pursuant to Section 713.16(2) or Section 713.16(4) or Section 255.05, Florida Statutes, must be served as follows:

Name of Lienor: Sunbelt Rentals, Inc.  
2015 Directors Row, Orlando, FL 32809  
Contact: Danny Chipp, 800-508-4756

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHT TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06, FLORIDA STATUTES. IF JOB IS BONDED UNDER SECTION 713.23 FLORIDA STATUTES, SECTION 255.05 FLORIDA STATUTES OR 270 U.S.C. THE FIRM SENDING THIS NOTICE WILL LOOK TO THE BOND (SURETY CO.) FOR PROTECTION IF NOT PAID. IF PAYMENT BOND EXISTS, FURNISH A COPY TO THE UNDERSIGNED. PROVIDE NAME AND ADDRESS OF BONDING COMPANY. FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOU LIABLE FOR DAMAGES. PLEASE REFER TO THE CRF NUMBER LISTED BELOW WHEN RESPONDING. IF THERE IS MORE THAN ONE CONTRACTOR ON THE ENTIRE PROJECT, PLEASE FURNISH THE UNDERSIGNED WITH A COPY OF EACH CONTRACT.

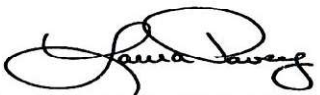
IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's Laws, those who work on your property or provide materials who 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 materials 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, and Chapter 255, Florida Statutes and the meaning of this Notice by contacting an attorney or the Florida Dept. of Business and Professional Regulation.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 1/12/2023 for Sunbelt Rentals, Inc..

By:  Laura Pavey / Authorized Agent for Sunbelt Rentals, Inc.

CC: TO ORIGINAL CONTRACTOR  
E&L CONSTRUCTION GROUP  
3040 AIRPARK DRIVE SOUTH  
FLINT MI 48507

CC: TO LENDER, SURETY OR BONDING COMPANY

Cert #: 9314 8898 8030 0065 9363 23  
CRF#: 10111290

Bond/Loan #

See Exhibit B for Additional Legal Parties

EXHIBIT B - OTHER LEGAL PARTIES

---

PROJECT: HERNANDO COUNTY DETENTION  
FILE #: 1011290

Other Owner

---

HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS  
15470 FLIGHT PATH DR  
BROOKSVILLE FL 34604



**Marlyn Steel Decks, Inc.**



6808 Harney Road Tampa, FL 33610  
Phone: 813-621-1375 Fax: 813-623-3005

[www.marlynsteel.com](http://www.marlynsteel.com)

email: [sales@marlynsteel.com](mailto:sales@marlynsteel.com)

This release is limited to  
M.S.D. File # 924433

STATUTORY  
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 lien for labor, services, or materials furnished to FABRICATED PRODUCTS OF TAMPA, INC. on the job of HERNANDO COUNTY BOCC % FLORIDA DEPARTMENT OF CORRECTIONS to the following property:

HERNANDO COUNTY JAIL / HAB RENOVATION  
16425 SPRING HILL DRIVE, # 8167, SPRING HILL, FL  
INSTR # 2021052187  
HERNANDO COUNTY, FLORIDA

Dated on 7/14/2022

Marlyn Steel Decks, Inc.

Jennifer K. James, Vice-President

State of Florida  
County of Hillsborough

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of JULY 2022, by Jennifer K. James, Vice-President of Marlyn Steel Decks, Inc., who is personally known to me.

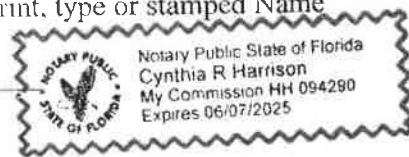
Commission Expires: 06/07/2025

Notary Public – State of Florida

CYNTHIA R. HARRISON

Print, type or stamped Name

Personally known  or Produced Identification  
Type of Identification: \_\_\_\_\_



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statute 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Section 713.20(5) Florida Statutes)

This instrument Prepared by: TANYA SCOTT  
SIMS CRANE & EQUIPMENT CO  
ATTN: JENNIFER HERNANDEZ  
jennifer.hernandez@sims Crane.com  
P O BOX 11825  
TAMPA FL 33680  
178261

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 SHINE AND COMPANY INC (customer) on the job of HERNANDO COUNTY (owner), to the following described property:

JAIL SALLY PORT ADDITION AND ALPHA BUILDING RENOVATION, BOND NUMBER 107434937, AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 4025 PAGE 1283 PUBLIC RECORDS HERNANDO COUNTY, FLORIDA.

DATED on JULY 24, 2024

SIMS CRANE & EQUIPMENT CO  
ATTN: JENNIFER HERNANDEZ  
jennifer.hernandez@sims Crane.com  
P O BOX 11825  
TAMPA FL 33680

By: Tanya Scott  
TANYA SCOTT  
CREDIT MANAGER

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24 day of JULY, 2024 by TANYA SCOTT (name of person making statement)

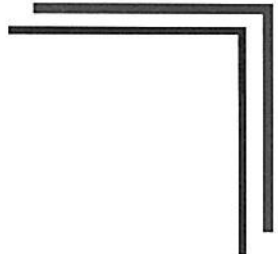


Jennifer Hernandez  
Signature of Notary Public - State of Florida

Print, type or stamp name of notary public

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_



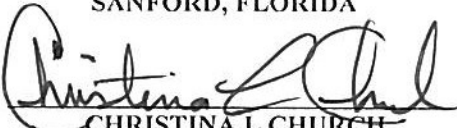
# UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

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 LIEN FOR LABOR, SERVICES OR MATERIALS FURNISHED TO R F LUSA & SONS SHEETMETAL INC, ON THE JOB OF, HERNANDO COUNTY (FEE SIMPLE), AT THE FOLLOWING DESCRIBED PROPERTY:

HERNANDO CORRECTIONAL INSTITUTION 16415 SPRING HILL DRIVE BROOKSVILLE, FLORIDA. THAT PORTION OF PARCEL ID #R13 423 18 0000 0030 0000, PARCEL KEY 00377513, LYING IN SECTION 13, TOWNSHIP23, RANGE 18, HERNANDO COUNTY, FLORIDA.

DATED ON JULY 26, 2024

HIGH REACH CO, LLC  
615 HICKMAN CIRCLE  
SANFORD, FLORIDA

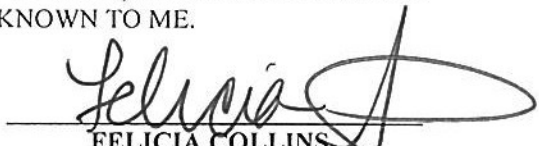
  
CHRISTINA L CHURCH  
COLLECTIONS MANAGER

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, CHRISTINA L CHURCH PERSONALLY APPEARED THIS 26<sup>th</sup> DAY OF JULY, 2024 AS COLLECTIONS MANAGER FOR HIGH REACH CO., LLC, WHO IS PERSONALLY KNOWN TO ME.

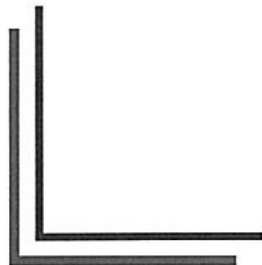


FELICIA COLLINS  
Commission # HH 470623  
Expires December 6, 2027

  
FELICIA COLLINS  
SIGNATURE OF NOTARY

NOTE: THIS IS A STATUTORY FORM DESCRIBED BY SECTION 713.20, FLORIDA STATUTES (1996) EFFECTIVE October 1, 1996. A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THIS STATUTORY FORM.

615 Hickman Circle • Sanford, FL 32771 • 321.275.2100 • Fax 321.275.2101  
6350 Pine Grove Road • Tampa, FL 33610 • 813.594.2300 • Fax 813.594.2301  
1447 Pickettville Road • Jacksonville, FL 32220 • 904.400.6161 • Fax: 904.400.6160  
1371 SW 32nd Way • Deerfield Beach, FL 33442 • 954.794.1111 • Fax: 954.794.1101  
5012 W 1st Lane • Ocala, FL 34474 • 352.300.3175 • Fax 352.509.7534





21-C 000 22

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

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

Date: November 29, 2023

To: **Hernando County (Fee Simple)**  
20 N Main St Rm 460  
Brooksville, FL 34601

Certified # 7022 3330 0000 1096 2251

The undersigned hereby informs you that he or she has furnished Rental Equipment for the improvement of the real property identified as: **HERNANDO CORRECTIONAL INSTITUTION 16415 SPRING HILL DRIVE BROOKSVILLE, FLORIDA. THAT PORTION OF PARCEL ID #R13 423 18 0000 0030 0000, PARCEL KEY 00377513, LYING IN SECTION 13, TOWNSHIP23, RANGE 18, HERNANDO COUNTY, FLORIDA.**

Under an order given by: **R F Lusa & Sons Sheetmetal Inc, PO Box 8068, Lakeland FL 33802**

*Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.*

**BONDED PROJECTS:** In the event that the contract for improvements is bonded pursuant to Section 713.23, Florida Statutes, Section 255.05, Florida Statutes, Title 40, U.S.C. Section 270, or any other form of bond, the undersigned intends to look for protection and payment. **THE UNDERSIGNED HEREBY REQUESTS A COPY OF THE PAYMENT BOND PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SAME.**

**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.

By: Cynthia Vaughn  
Cynthia Vaughn  
Ref # BP0002174 – RSA044771

Firm: High Reach Co., LLC  
Address: 5012 SW 1<sup>st</sup> Lane Ocala, FL 34474  
Phone: 321-275-2100

Copies to: Northgate Limited, Inc.

# 7022 3330 0000 1096 2268



Sunbelt Rentals, Inc.  
2015 Directors Row  
Orlando, FL 32809  
lienrelease.region5@sunbeltrentals.com

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT  
(Pursuant to F.S. 713.20(5))

LP CONSTRUCTION INC  
1336 SW 12TH AVE  
OCALA, FL 34471

The undersigned lienor, in consideration of the final payment in the sum of \$4,403.85, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to LP CONSTRUCTION INC on the job of HERNANDO COUNTY to the following property:

HERNANDO COUNTY DETENTION Job# HERNANDO COUNTY DETE  
16425 SPRING HILL DR  
BROOKSVILLE, FL 34604 8167

This waiver and release is expressly conditioned upon the undersigned's actual receipt of the above referenced amount in paid/cleared funds. Otherwise, this waiver and release is void.

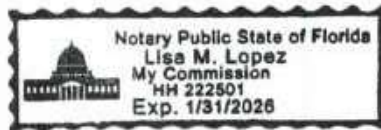
Dated: 8/5/2024

By: \_\_\_\_\_ (Seal)  
Danny Chipp, Regional Credit Manager  
Sunbelt Rentals, Inc.  
CRFS# 10111290 Waiver# 1600875 Cust# 597104



STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me, by means of (X)physical presence or ( )online notarization, this 5th day of August, 2024, by Danny Chipp



\_\_\_\_\_  
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)  
[Personally Known] OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_  
Completed By: tallen

**FULL UNCONDITIONAL WAIVER OF LIEN**

JOB NO. 21166

My/our contract with E&L CONSTRUCTION GROUP, INC. to provide  
EQUIPMENT RENTALS

\_\_\_\_\_ for the improvement to the property described as:

16425 SPRING HILL DR 21166-HERCOU-JAIL SALLY PORT ADDITION-FLORIDA ,

(insert legal description from Notice of Commencement)

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

SUNBELT RENTALS, INC.

\_\_\_\_\_  
(subcontractor name)



\_\_\_\_\_  
(signature of lien claimant)

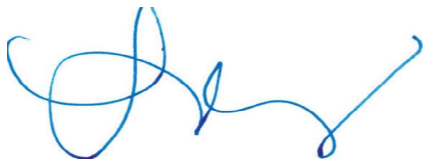
Signed On: 7/24/2024

Address: 2015 Directors Row

Orlando, FL 32809

Telephone: 407-816-1591

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**








**AFFIDAVIT OF GUARANTEE OR WARRANTY**

I (We) hereby guarantee or warranty the following contracted work at **HERCOU-Jail Sally Port Add,** located at **16425 Springhill Drive, Brooksville, FL 34604** for a period of **One (1) Year** commencing on the date of **October 2, 2023,** against failures of workmanship, materials, and scope of work. Climate Control Mechanical Services, Inc. limited warranty is subject to the exclusions and limitation set forth and is valid only if the product 1) is properly cared for and maintained, in accordance with the manufacturer recommendation, and 2) is used for the intended purpose for which it was designed. This limited warranty does not cover 1) Damage caused by accidents, vandalism, abuse, misuse, neglect or carelessness 2) Any defect cause by alteration or modification 3) Damage caused by nature, acts of God, environmental conditions or other causes beyond the control of Climate Control Mechanical Services, Inc. Non warranted events are billed and due when services rendered. Billing will be at our current retail rate card.

Company Name Climate Control Mechanical Services, Inc.

Signature  CFO/COO  
Name / Title

Address 2695 NW 4<sup>th</sup> Street

City, State, Zip Ocala, FL 34475

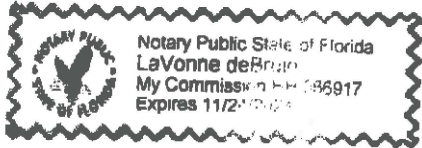
State of Florida  
County of Marion

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2023  
by Larry (AI) Booth, Jr as CFO/COO for Climate Control  
Mechanical Services, Inc.

Notary 

My Commission Expires: 11-24-24

Notary Seal:





# Gibson Electric

POWER SERVICES

## AFFIDAVIT OF GUARANTEE OR WARRANTY

I (We) hereby guarantee or warranty the following contracted work at HERCOU-Sally Port Add, located at 16425 Springhill Drive, Brooksville, FL 34604 for a period of One (1) Year commencing on the date of October 2, 2023, against failures of workmanship, materials, and scope of work. Climate Control Mechanical Services, Inc. limited warranty is subject to the exclusions and limitation set forth and is valid only if the product 1) is properly cared for and maintained, in accordance with the manufacturer recommendation, and 2) is used for the intended purpose for which it was designed. This limited warranty does not cover 1) Damage caused by accidents, vandalism, abuse, misuse, neglect or carelessness 2) Any defect cause by alteration or modification 3) Damage caused by nature, acts of God, environmental conditions or other causes beyond the control of Gibson Electric. Non warranted events are billed and due when services rendered. Billing will be at our current retail rate card.

Company Name Base 3 DBA Gibson Electric

Signature [Handwritten Signature] CFO/COO  
Name / Title

Address 2695 NW 4<sup>th</sup> Street

City, State, Zip Ocala, FL 34475

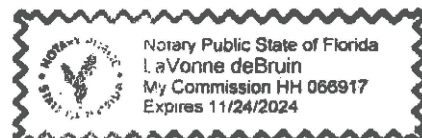
State of Florida  
County of Marion

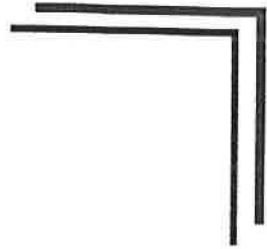
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2023  
by Larry (AI) Booth Jr as CFO/COO for Base 3 DBA Gibson Electric

Notary [Handwritten Signature]

Notary Seal:

My Commission Expires: 11-24-24





UNCONDITIONAL 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 LIEN FOR LABOR, SERVICES OR MATERIALS FURNISHED TO TRIPLE J STEEL ERECTORS INC, ON THE JOB OF, HERNANDO COUNTY AT THE FOLLOWING DESCRIBED PROPERTY:

HERNANDO COUNTY DETENTION CENTER 16425 SPRING HILL DRIVE, SPRING HILL, FLORIDA. THAT PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 23, RANGE 19 AND FURTHER DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 4115 PAGE 1714, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. NOC EXPIRES 01/19/2023.

DATED ON NOVEMBER 15, 2023

HIGH REACH CO, LLC
615 HICKMAN CIRCLE
SANFORD, FLORIDA

Handwritten signature of Christina L Church
CHRISTINA L CHURCH
COLLECTIONS MANAGER

STATE OF FLORIDA
COUNTY OF SEMINOLE

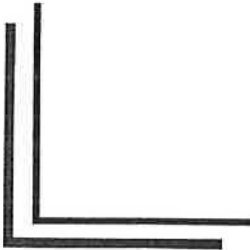
BEFORE ME BY MEANS OF [checked] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, CHRISTINA L CHURCH PERSONALLY APPEARED THIS 15th DAY OF NOVEMBER, 2023 AS COLLECTIONS MANAGER FOR HIGH REACH CO., LLC, WHO IS PERSONALLY KNOWN TO ME.



FELICIA COLLINS
Commission # GG 936038
Expires December 6, 2023
Bonded Thru Budget Notary Services

Handwritten signature of Felicia Collins
FELICIA COLLINS
SIGNATURE OF NOTARY

NOTE: THIS IS A STATUTORY FORM DESCRIBED BY SECTION 713.20, FLORIDA STATUTES (1996) EFFECTIVE October 1, 1996. A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THIS STATUTORY FORM.



615 Hickman Circle • Sanford, FL 32771 • 321.275.2100 • Fax 321.275.2101
6350 Pine Grove Road • Tampa, FL 33610 • 813.594.2300 • Fax 813.594.2301
1447 Pickettville Road • Jacksonville, FL 32220 • 904.400.6161 • Fax: 904.400.6160
1371 SW 32nd Way • Deerfield Beach, FL 33442 • 954.794.1111 • Fax: 954.794.1101
5012 W 1st Lane • Ocala, FL 34474 • 352.300.3175 • Fax 352.509.7534



# WAIVER AND RELEASE OF LIEN FINAL PAYMENT

165067-26

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 LP CONSTRUCTION COMPANY on the job of HERNANDO COUNTY (owner), to the following described property:

JAIL SALLY PORT ADDITION AND ALPHA BUILDING RENOVATION #21166, BOND NO. 107434937 BOND AMT \$817,711.00; DETENTION CENTER; HERNANDO COUNTY FLORIDA, FURTHER DESCRIBED IN BOND RECORDED 7/12/2021 IN O R BOOK 4025 PAGE 1283;

DATED on APRIL 10, 2023

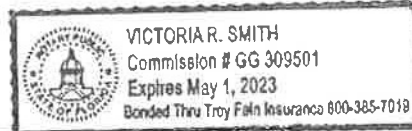
L&W SUPPLY CORPORATION  
2817 N 36TH ST  
TAMPA FL 33605

By: *Clint Slocumb*  
CLINT SLOCUMB, BRANCH MANAGER

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10 day of APRIL, 2023 by CLINT SLOCUMB, BRANCH MANAGER (name of person making statement).

*Victoria R. Smith*

Signature of Notary Public - State of Florida



Print, type or stamp name of notary public

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

Type of Identification Produced N/A

*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 or release of lien that is different from the statutory form.*



**Peter Built Fence, LLC**  
**16091 SE 36<sup>th</sup> Ave**  
**Summerfield, FL 34491**  
**352-615-1188**  
[pbfence@gmail.com](mailto:pbfence@gmail.com)

## **Subcontractor Letter of Warranty**

**Project:** HERNANDO COUNTY JAIL – RETROFIT 16425 SPRING HILL DR., BROOKSVILLE, FL 34604

**Contractor:** The E&L Construction Group 3040 Airpark Drive South, Flint, MI 48507

We, Peter Built Fence, LLC, Subcontractor for The E&L Construction Group, Do hereby warrant that all labor and materials furnished and work performed with above referenced project are in accord with the Contract documents and authorized modifications, and will be free from defects due to defective materials and workmanship for a period of one year from the date of acceptance. This warranty commences on October 2, 2023 and expires on October 2, 2024. Should any defect develop during the warranty period due to improper material, workmanship, or arrangement, the same shall, upon written notice by the Owner, be made good by the undersigned at no expense to the Owner. Nothing of the above shall be deemed to apply to work which has been abused or neglected by Owner.

A handwritten signature in black ink, appearing to read 'Peter Buchkovich'.

Peter Buchkovich/ Officer  
October 2, 2023



3040 Airpark Drive South

Flint, MI 48507

Office 810.744.4300

Fax 810.744.1735

[www.eandlgroup.com](http://www.eandlgroup.com)

## Manufacturer's Warranties





# MAX DEFENDER PAINT SYSTEM® WARRANTY



This limited warranty applies only to Sherwin-Williams' Max Defender Paint System® coating which is used on Tri County Metals' painted roofing and siding panels. This warranty is only good for products installed in North America.

Although it is recognized by Sherwin-Williams and Tri County Metals that most coatings, including Max Defender Paint System® will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Sherwin-Williams warrants that the Max Defender Paint System® panels covered by this warranty will conform to the performance standards listed below.

## SECTION A: LIMITED WARRANTY

1. For THIRTY-FIVE YEARS (35), Sherwin-Williams' Max Defender Paint System® will not peel, flake, or otherwise lose adhesion to an extent that it is apparent on ordinary outdoor visual observation. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty.
2. For THIRTY YEARS (30), Roof panels will not change more than five Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964.
3. For THIRTY YEARS (30), Roof panels will not chalk more than a number eight rating when measured per ASTM D 4214, Method A.

## SECTION B: REMEDY

If Sherwin-Williams' Max Defender Paint System® fails to comply with the limited warranty, Sherwin-Williams will pay for labor and material reasonably necessary to repaint, repair, or replace, at their option, the metal panels exhibiting the conditions described above or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of Sherwin-Williams. This warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part. Sherwin-Williams SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions.

## SECTION C: LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
2. Max Defender Paint System® that has been stored/installed in such a way that allows contact with animals or animal waste.
3. Harmful fumes or foreign substances in the atmosphere, or salt spray; or installed on property located 1500 or fewer feet from saltwater environment;
4. Max Defender Paint System® which has been damaged due to moisture entrapment in bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
5. Significant differences in insulation below coated metal panel;
6. Where materials/items such as solar panels are attached/adhered to the product.

Date of Purchase: 2022-05-04

Name of Owner: HERNANDO COUNTY BOARD OF COMMISSIONERS

Address of Installation:

16425 SPRING HILL DRIVE BROOKSVILLE, FL 34604

Tri County Metals' Invoice #: 470639

Name of Installer: JK JOHNS ROOFING & SHEET METAL, INC.



301 S.E. 16th Street, Trenton, FL 32693  
352-463-8400 | 1-877-766-3309



# MAX DEFENDER PAINT SYSTEM® WARRANTY



This limited warranty applies only to Sherwin-Williams' Max Defender Paint System® coating which is used on Tri County Metals' painted roofing and siding panels. This warranty is only good for products installed in North America.

Although it is recognized by Sherwin-Williams and Tri County Metals that most coatings, including Max Defender Paint System® will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Sherwin-Williams warrants that the Max Defender Paint System® panels covered by this warranty will conform to the performance standards listed below.

## SECTION A: LIMITED WARRANTY

1. For THIRTY-FIVE YEARS (35), Sherwin-Williams' Max Defender Paint System® will not peel, flake, or otherwise lose adhesion to an extent that it is apparent on ordinary outdoor visual observation. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty.
2. For THIRTY YEARS (30), Roof panels will not change more than five Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964.
3. For THIRTY YEARS (30), Roof panels will not chalk more than a number eight rating when measured per ASTM D 4214, Method A.

## SECTION B: REMEDY

If Sherwin-Williams' Max Defender Paint System® fails to comply with the limited warranty, Sherwin-Williams will pay for labor and material reasonably necessary to repaint, repair, or replace, at their option, the metal panels exhibiting the conditions described above or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of Sherwin-Williams. This warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part. Sherwin-Williams SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions.

## SECTION C: LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
2. Max Defender Paint System® that has been stored/installed in such a way that allows contact with animals or animal waste.
3. Harmful fumes or foreign substances in the atmosphere, or salt spray; or installed on property located 1500 or fewer feet from saltwater environment;
4. Max Defender Paint System® which has been damaged due to moisture entrapment in bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
5. Significant differences in insulation below coated metal panel;
6. Where materials/items such as solar panels are attached/adhered to the product.

Date of Purchase: 2022-09-21

Name of Owner: HERNANDO COUNTY BOARD OF COMMISSIONERS

Address of Installation:

16425 SPRING HILL DRIVE BROOKSVILLE, FL 34604

Tri County Metals' Invoice #: 489293

Name of Installer: JK JOHNS ROOFING & SHEET METAL, INC.



301 S.E. 16th Street, Trenton, FL 32693  
352-463-8400 | 1-877-766-3309



# MAX DEFENDER PAINT SYSTEM® WARRANTY



This limited warranty applies only to Sherwin-Williams' Max Defender Paint System® coating which is used on Tri County Metals' painted roofing and siding panels. This warranty is only good for products installed in North America.

Although it is recognized by Sherwin-Williams and Tri County Metals that most coatings, including Max Defender Paint System® will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, Sherwin-Williams warrants that the Max Defender Paint System® panels covered by this warranty will conform to the performance standards listed below.

## SECTION A: LIMITED WARRANTY

1. For THIRTY-FIVE YEARS (35), Sherwin-Williams' Max Defender Paint System® will not peel, flake, or otherwise lose adhesion to an extent that it is apparent on ordinary outdoor visual observation. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty.
2. For THIRTY YEARS (30), Roof panels will not change more than five Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964.
3. For THIRTY YEARS (30), Roof panels will not chalk more than a number eight rating when measured per ASTM D 4214, Method A.

## SECTION B: REMEDY

If Sherwin-Williams' Max Defender Paint System® fails to comply with the limited warranty, Sherwin-Williams will pay for labor and material reasonably necessary to repaint, repair, or replace, at their option, the metal panels exhibiting the conditions described above or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of Sherwin-Williams. This warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part. Sherwin-Williams SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions.

## SECTION C: LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate;
2. Max Defender Paint System® that has been stored/installed in such a way that allows contact with animals or animal waste.
3. Harmful fumes or foreign substances in the atmosphere, or salt spray; or installed on property located 1500 or fewer feet from saltwater environment;
4. Max Defender Paint System® which has been damaged due to moisture entrapment in bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
5. Significant differences in insulation below coated metal panel;
6. Where materials/items such as solar panels are attached/adhered to the product.

Date of Purchase: 2023-07-19

Name of Owner: HERNANDO COUNTY BOARD OF COMMISSIONERS

Address of Installation:

16425 SPRING HILL DRIVE BROOKSVILLE, FL 34604

Tri County Metals' Invoice #: 532353

Name of Installer: JK JOHNS ROOFING & SHEET METAL, INC.



301 S.E. 16th Street, Trenton, FL 32693  
352-463-8400 | 1-877-766-3309



HERNANDO COUNTY CONSTRUCTION CONTRACT  
FINAL PAYMENT CHECKLIST

Bid No: \_\_\_\_\_ Project No: 21-C00022 Date: 6/28/24

Contractor Name: Root & TMR dba: E&L Construction Group

The following items have been secured by the Facilities department for the project known as  
Alpha \_\_\_\_\_

Contract No: 21-C00022, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$817,711.00 Final Contract Price (including all change orders): \$843,863.06

Performance Bond Increase Required: Yes  No

Date of Notice to Proceed: 01/31/22 Amount of Liquidated Damages: \$150.00 per day see attached

Substantial Completion Time:\* 180 Calendar Days

Substantial Completion Time (including Change Orders):\* 603 Calendar Days

Final Completion Time:\* 30 Calendar Days

Final Completion Time (including Change Orders):\* 30 Calendar Days

Actual Substantial Completion Time:\* 603 Calendar Days

Actual Final Completion Time (including Change Orders):\* 30 Calendar Days

Completed		
Yes	No	
<u>X</u>	_____	1. All Punch List items completed <u>1/19/24</u> (Date).
<u>X</u>	_____	2. Warranties and Guarantees assigned to County.
<u>X</u>	_____	3. General one year warranty from Contractor <u>10/2/23</u> (Effective Date).
_____	<u>N/A</u>	4. Operation and Maintenance manuals for equipment and system.
_____	<u>N/A</u>	5. Record drawings obtained.
_____	<u>N/A</u>	6. County personnel trained on system and equipment operation.
<u>X</u>	_____	7. Certificate of Occupancy <u>X</u> or Compliance _____
<u>X</u>	_____	8. Certificate of Substantial Completion* <u>10/2/2023</u> (Date)
_____	<u>N/A</u>	9. Department's Final Inspection Report* when Applicable. _____ (Date)
<u>X</u>	_____	10. Final Payment Certification and Affidavit from Contractor.
_____	<u>N/A</u>	11. Owner's Representative's Certificate of Final Inspection. _____ (Date)
_____	<u>N/A</u>	12. DBE Participation Certification and justification letter from Contractor (If Applicable).

Completed			
Yes	No		
X		14.	Release of Liens
X		15.	Consent of Surety
	N/A	16.	As-Built Documents (Signed and Sealed)
X		17.	Vendor Performance Form _____
	N/A	18.	Final Funding Agency Approval, if applicable
	N/A	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: \_\_\_\_\_

Comments: \_\_\_\_\_

Signed:   
 Department Director or Designee

Date: 6/28/24

\* 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: E&L Construction	County Dept.: 0170	Contract # and Description: 21-C00022 Jail Alpha Soffit Project
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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: Procurement

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

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







PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

June 18, 2024

VIA EMAIL AND CERTIFIED MAIL
The E & L Construction Group
Tony Haag
Tony.Haag@EandLgroup.com
7247 Bryan Dairy Road
Largo, Florida 33777

RE: 21- C00022/DK Construction of Hernando County Jail Sally Port Addition and Alpha Renovation
Project- LIQUIDATED DAMAGES. Bond No.: 065-SB107434937

Dear Mr. Haag:

On December 19, 2022 The E & L Construction Group was notified that Liquidated Damages for contract 21-C00022 were being assessed in the amount of One Hundred and Fifty dollars (\$150.00) per day in accordance with Article 3, Paragraph 3.03 of the construction contract.

Hernando County Sheriff's Office has estimated revenue loss in the amount of Seventy-five dollars \$75.00 per unit (total of forty 40 units) per day for a total of 252 days in the amount of \$756,000.00. Hernando County has agreed to only assess the amount of \$25,200.00.

As depicted in the table below, the assessed liquidated damages for the project have been calculated at \$150.00 per calendar day for 168 days in the total amount of \$25,200.00.

Table with 3 columns: Event, Calendar Days NTP, Date. Rows include: Notice to Proceed (Construction), Contractual Substantial Completion, Actual Substantial Completion, Actual Sub. Comp. Less Contractual Sub. Comp., Authorized Time Extensions (as of 12/30/2022), 5 days Authorized Time Extensions Due to Hurricane Idalia, Total Authorized Time Extensions, Total Days Negotiated for Removal from LD Assessment, # of Days LDs Assessed [(Actual Sub. Comp. Less Contractual Sub.) - (Auth. Time Ext.+ Total Days Negotiated)], Total LDs Assessed @ \$150/day.

If you have any questions, please contact Sam Burdin, Hernando County Facilities at (352) 540-6574.

Thank you,
Carla Rossiter-Smith
Chief Procurement Officer

pc via email: Toni Brady, Deputy County Administrator  
Craig Becker, Facilities Manager  
Sam Burdin, Facilities Maintenance  
Charlene Elliot, Finance Specialist  
Pamela Hare, Hernando County Attorney's Office  
Gregory Herrick, Travelers Casualty and Surety Company of America

cc: Contract File No. 21- C00022