### 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: Marie Warren, Finance Specialist

FROM: D. Todd Crosby, P.E., Interim Public Works Director/COUNTY ENGINEER

DATE: May 5, 2023

RE: 22-C00080/DK Hope Hill Rd and Lambeth Rd Paving Project

PO 23000340

The Hope Hill and Lambeth Rd. Resurfacing Project is now complete. I am forwarding the following documents for processing:

1. Final Pay Request #3

2. Final Change Order #2, -\$57,701.82

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 Hope Hill and Lambeth Rd. Resurfacing Project.

Funding is available for Pay Request No. 3 FINAL in the amount of \$16,008.20 in the following accounts:

Retainage fund account 1022-2050067 (LOGT 1-5 Gas Res Rds., Retainage- Goodwin Const.) in the amount of \$16,008.20. Because there was a \$.30 error when keying in the retainage amount on pay app #1, the retainage amount will be short by thirty cents. This thirty cents was paid on pay app #1.

Original Purchase Order amount was \$328,779.44 revised by change order #1, +\$49,086.43 & change order #2, - \$57,701.82. The total contract amount will be decreased \$8,615.39 and result in a final contract amount of \$320,164.05. If additional information is needed, please contact me. Thank you.

pc: D. Todd Crosby, P.E.- Interim Public Works Director/County Engineer Elaine Singer, Finance Manager

oard of 0 North	County County Community Main Street, Ille FL 34601-	Suite 460		Lambeth Road and Hope Hill Road Resurfacing Project	APPLICATION NO.: 3 FINAL PERIOD TO:
о вох	IN BROS CO	NSTRUCTION INC		HERNANDO COUNTY ENGINEERING 1525 E JEFFERSON STREET BROOKSVILLE, FL 34601	4/28/2023  CONTRACT DATE:
				ATTENTION: Scott Nelson	CONTRACT DATE.
CONTR		APPLICATION FO		Application is made for Payment, as shown below, in connection with the Contract (ATTAC	H SCHEDULE OF VALUES
C/O	DATE	ORDER SUMMAR	Y	STATEMENT OF WORK	AMOUNT
NUMBER	APPROVED	ADDITIONS	DEDUCTIONS	1 ORIGINAL CONTRACT PRICE	328,779.44
1	31-Jan	49,086.43	DEDUCTIONS		8,615.39
2	28-Apr	45,000,40	-57701.82		320,164.05
	20,4		-5//01.02	4 TOTAL WORK COMPLETE & STORED TO DATE \$	320 164.05
		1			0.00
	1 1			0% OF COMPLETED & STORED WORK(\$	0.00
	1 1			6 TOTAL EARNED LESS RETAINAGE	320,164,05
				7 LESS PREVIOUS PAYMENTS RECOMMENDED (\$	304.155.85
	L-00 - 1/2			8 AMOUNT DUE THIS APPLICATION \$	16008.2
	TOTALS			9 BALANCE OF WORK TO COMPLETE, PLUS	10000.2
NET CHAN	IGE BY CHANG	SE ORDER	8,615.39	RETAINAGE HELD	0.00
By:  DATE:  OFESSIONA	TOR CERTIFIC	artion of Payment (Archite uments, based on on-site of a PROFESSIONAL'S know	ewORK covered by prior APPLK ON FOR PAYMENT will peas to H a now dua CONTRACTOR  ect/Engineer): bservations and the data comp ledge, information and belief, the	rising the above application, the PROFESSIONAL hereby certifies of HEROTEVICO POR the WORK is in accordance with the Contract Documents and the APPLICATION FOR	JENNIFER DELUCCO Y COMMISSION # HH 141006 EXPIRES: June 12, 2025
WNER), the	ng documentation)		the Contract Documents and p	eyment of the AMOUNT DUE THIS PAYMENT APPLICATION of the commended.	10
WNER), the	11147 7	, 20 <u>23</u>	PROJECT MAI	VAGER By: Scoff E. No	elson
WNER), the			-	MOUNT APPROVED FOR PAYMENT: \$ 14,008.2  TITLE: Interim Public Works DIRECTOR	9

\$ 16,007. 90 PAYABLE SEE BACKUP

#### ALA DOCUMENT G703

Project Name and Number: Lambeth Road and Hope Hill Road Resurfacing Project

Application for Payment Number: 3 FINAL

Contractor: Goodwin Bros Construction, Inc.

Application for Payment Date: 4/28/2023 For Work Completed Through: 4/28/2023

1	2	3	-					9	10		11	12	13	14	15	1.0
				-			RK COMPLETED TO DA			MATERIALS	TOTAL COMPLETED			BALANCE OF WORK	4 4 4 7	100
BM	DESCRIPTION OF WORK	U	SCHEDULED	SCHEDULED	TOTAL	PREVIOUS	APPLICATIONS	THIS	PERSON	PRESENTLY	AND STORED TO DATE	1	1	TO COMPLETE		
10.		N.	GIMMITTY	VALUE	SCHEDULED VALUE (4 x 5)	QUANTITY	TOTAL VALUE (S x 7)	QUANTITY	YALUE (5 x 9)	STORED	QUANTITY (7 + 9)	(8 + 10+K)	% COMPLETED (12 +- 6)	QUANTITY (4 - 21)	(6 - 12)	RETAINAL HELD © 0 (12 x 0%
	PART A: GENERAL	1		-		-	-							-		
_	Mobilization, Demobilization, Special		7.1	CALLER !		1			-				1			
1	Provisions	LS	1	\$ 20,502.00	\$ 20,502,00	1 1	\$ 20,502.00				7	\$ 20,502.00	100.00%	0.0000		
2	Maintenance of Traffic	ILS	1	\$ 21,383,40	5 21,383,40		5 21,383.40		4 -			5 21 383.40		0.0000	\$ .	
3	Clearing and Grubbing (Includes Water Stasting, Milling, Sign Relocating, Saw Cutting, Aspha't Removal, Windrow Removal, Edging)	LS	1	\$ 8,640.00	5 8,540.00	1	\$ 8,640.00				1	5 8,640,00		0.0000		
	PART 8: Mope Mill Road											4,010.00	100.00 10	0,000		4
1	Borrow Excavation - Clean Import FIII Material (Truck Ticket Measure)	CY	54	\$ 121.52	5 6,567,48	18	s 2,189.16				18	5 2.189.16	33.33%	36.0000	4 770 70	
la	Add/Deduct	CY	-36	5 121.52	\$ (4,378,32)		6		1		0	5 2,189.16	0.00%	-36,0000	\$ 4,378.32 \$ (4,378.32)	1
2	SP9.5 Asphalt (3-1/4*)	TN	1013	\$ 138.82	\$ 140,624.66		5 126,981,43		1 .		914.72	\$ 126,981.43	90,30%	98,2900	\$ (4,378.32) \$ 13,643.23	-
2a	Add/Deduct	TN	98.28		5 (13,643.23)	22.11.2	2 120,302.43	-	1		0	\$ 120,901.43				1
3	12.5° Crushed Concrete	CY	51	5 239.33		51	\$ 12,205.83		1 .	-	51	\$ 12,205.83	100.00%	-98.2800	\$ (13,643.23)	3
	Millings, Driweway Tle-Ins, Skile Streets			- 7.4			7-2-					\$ 12,205.83	100.00%	0.0000	Tutt	\$
4	(Field Determined where needed)	TN	29	\$ 359.79	\$ 10,433.91	6	\$ 2,158.74		1 .		- 6	\$ 2,158.74	20.69%	23.0000	\$ 8,275.17	5 -
la:	Add/Deduct	TN	-23	\$ 359.79	\$ (8,275.17		5		1 -		0	\$ .	0.00%	-23.0000	\$ (8,275.17)	5 .
5	Performance Turf, Sod, Bahia	SY	1,873	\$ 3.00	\$ 5,619.00		\$ 768.00		4 -		256	\$ 768.00	13.67%	1617.0000	\$ 4,851.00	\$ .
5a	Add/Deduct	SY	-1,617	\$ 3.00	\$ (4,851.00)		\$ -		1		0	\$	0.00%	-1617.0000	\$ (4,851.00)	5 .
6	Performance Tust, Sod, Floritam	SY	800	\$ 7.20	5,760.00		1 .		1 .		0	\$ .	0.00%	800,0000	\$ 5,760.00	4 .
60	Add/Deduct	SY	-800	\$ 7.20	\$ (5,760.00)		\$ -		\$		0	\$	0.00%	~600.0000	5 (5,760.00)	1
7	4" Paint, Double Solid Stripe, Yellow	LF	SU	\$ 24,00	\$ 1,200.00		4 -		\$ .		0	\$	0.00%	50.0000	\$ 1,200,00	4 .
78	Add/Deduct	LF	-50	\$ 24.00	\$ [1,200.00]	)	\$ .		\$ -		0	\$	0.00%	-50,0000	5 (1,200,00)	
8	6" Thermoplastic, Double Solid Stripe, Yellow	LF	50	\$ 48.00	1 2,400.00	-			s .		0		0.00%	50,0000	\$ 2,400.00	
58	Add/Deduct	LF	-50	\$ 48.00	\$ [2,400.00]		\$ .		5 -	1	0		0.00%	-50,0000	\$ (2,400.00)	1
	PART C: LAMBETH								-1			-	0.0070	20.0000	+ ( </td <td>4</td>	4
1	Borrow Excavation - Clean Import Fill Material (Truck Ticket Measure)	CY	36	\$ 138.42	1 4,983.12	18	5 2,491.56		, .		16	\$ 2,491.56	50.00%	18,0000	\$ 2,491.56	
1a	Add/Deduct	CY	-18	138.42	\$ (2,491.56)				\$ .		o o	5	0.00%	-18.0000	5 (2,491.56)	5
2	SP9.5 Asphalt (1-1/4")	TN	493	\$ 134.72	\$ 66,416.96		\$ 57,281.60		1 .		425.19	\$ 57,281.60	86.25%	67.8100	5 9,135,36	4
Za	Add/Deduct	TH	-68	\$ 134.72	\$ (9,135,36)		1	-	1		0	\$ 37,284.00	0.00%	-67.8100	5 (9,135.36)	
3	12.5" Crushed Concrete	CY	40	\$ 81.68	\$ 3,267.20		\$ 3,267.20		\$ -		40	\$ 3,267.20	100.00%	0.0000	\$ 0.00	5
4	Makings, Driveway Tie-Ins, Side Streets (Field Determined where needed)	TN	16	\$ 396.68	5 6,346.88		\$ 5,553.52		, .		14	\$ 5,553.52	87.50%	2.0000	\$ 7 <u>93.36</u>	
40	Add/Deduct		-2	\$ 396.68	\$ (793.36)		\$ .		\$ -		0	\$	0.0046	-2.0000	\$ (793.36)	4
5	Performance Turt, Sod, Babla	SY	865	\$ 3.00	\$ 2,595.00		\$ 840,00		\$ .		280	\$ 840.00	32.37%	585.0000	\$ 1,755.00	\$ -
5a	Add/Deduct	SY	-585	\$ 3.00	\$ (1,755.00)		1 .		\$ .		0	\$	0.00%	-585.0000	\$ (1,755.00)	3 -
5	Performance Turf, Sod, Floritam	SY		\$ 7.20	\$ 2,880.00		\$ .		\$ .		0		0,00%	400,0000	\$ 2,880.00	\$ -
52	Add/Decluct	SY	-400	\$ 7.20	\$ (7,880.00)		4		\$ -		0	\$ .	0.00%	-100.0000	\$ (2,880.00)	\$ .
7	20" Paint Solid Stripe, White	UF		\$ 54.00	\$ 594.00		\$ 594.00		5 -		11	\$ 594.00	100.00%	0.0000	5 -	5
8	24" Thermoplastic, Solid Stripe, White	LF	J1	\$ 60.00	1 660.00		\$ 650.00		\$ -	19	11	\$ 660.00	100.00%	0.0000	\$ .	\$ .
9	4" Paint, Double Sold Stripe, Yellow	UF	50	\$ 54.00	\$ 2,700.00	50	\$ 2,700.00		1 -		50	\$ 2,700.00	100.00%	0.0000	4 -	

	6" Thermoplastic, Double Solid Stripe, Yellow	LE	50	1.	60,00		3,000.00	50	1.	3,000.00		7.	. 1	50		3,000.00	100.00%	8,0000				
	CHANGE ORDER #1			1		1	-	- 31	11	2,000,00	77.	++				3,000.00	100.00%	6.0000	3		3	
	Cleaning & Grubbing	LS	1	5	2,592.00	\$	2,592.00	1	1 5	2,592.00		15	- 1	- 1	14	2,592.00	100.00%	0.0000	•	- 6	3	÷
	1,25° 9.5 Asprait Paving	TN	28.00	5	138,82	1 5	3,866.96	27	1	3,748.14		15		27	1	3,748.14	96,43%	1.0000		138,82	-	-
	Add/Deduct	TN	-1.00	1	138.82	\$	(138.82)		5			\$	- 1	0	15	-	0.00%	-1.0000		(138.82)	-	
	(In Place)	CY	171		239.33	1	40,925,43	171	1	40,925.43	-	1,		171		40,925.43	10.553	0.0000		20.02		
	Crushed Concrete Increase in Material Costs (Total CY in Project)	CY	262	1	6.42		1,682.04	262	5	1,682.04		5	.	 262	,	- / / /	100.00%	8.0000			7	
-	TOTAL			F		5	320,164.05		1	320,164.05		3			1	20,164.05	100.00		-	(0.00)		



Construction Co., Inc.

ay Items A	dded/Deleted LAMBETH	ROAD AND HO	PE HILL ROAD			Amounts
Items No.	Item Name	Unit	Qty	Unit Price		
1	Borrow Excavation - Clean Import Fill Material	СУ	-36	121.62	\$	(4,378.32
2	SP9.5 Asphalt (1- 1/4")	TN	-98.28	138.82	s	(13,643.23
4	Millings, Driveway Tie-Ins, Side Streetss	TN	-23	359.79	\$	(8,275.17
5	Performance Turf, Sod, Bahia	SY	-1617	3.00	\$	(4,851.00
6	Performance Turf, Sod, Floritam	SY	-800	7.20	\$	(5,760.00
7	4" Paint, Double Solid Stripe, Yellow	LF	-50	24.00	s	(1,200.00
8	6" Thermoplastic, Double Solid Stripe, Yellow	LF	-50	48.00	\$	(2,400.00
1	Borrow Excavation - Clean Import Fill Material	CY	-18	138.42	\$	(2,491.56

2	SP9.5 Asphalt (1- 1/4")	TN	-67.81	134.72	\$ (9,135.36
4	Millings, Driveway Tie-Ins, Side Streetss	TN	-2	396.68	\$ (793.36
5	Performance Turf, Sod Bahia	SY	-585	3.00	\$ (1,755.00
6	Performance Turf, Sod, Floritam	SY	-400	7.20	\$ (2,880.00
CO1	1.25" 9.5 Asphalt Paving	TN	-1	138.82	\$ (138.82) (57,701.82)

Respectfully Submitted,

**Goodwin Bros Construction** 

(\*) 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

### Marie Warren

From:

Marie Warren

Sent:

Thursday, May 4, 2023 1:58 PM

To:

Marie Warren

Subject:

RE: PO 23000340 Lambeth & Hope Hill retainage

Per email below, the retainage payment for final pay #3 will be \$.30 short. Amount due is \$16,007.90

Marie Warren

Finance Specialist

From: Shanon Aguayo <SAguayo@hernandoclerk.org>

Sent: Monday, May 1, 2023 2:40 PM

To: Marie Warren < MWarren@co.hernando.fl.us>
Cc: Emily Childs < echilds@hernandoclerk.org>

Subject: RE: PO 23000340 Lambeth & Hope Hill retainage

### Marie,

My apologies, it appears that on PAYREQ#1, I keyed the retainage incorrectly as (\$14,437.45) instead of (\$14,437.75) into FinancePlus. The vendor was paid the additional \$0.30. It appears on PAYREQ#2 I typed the previous retainage on the receiving report as the correct amount but nothing was adjusted in FinancePlus on that PAYREQ to account for the \$0.30. I would say that you would take whatever final pay amount you have less \$0.30 as the vendor has already received it.

PURCHASE ORDER HUMBER 22000340 23000340	LIME HUMBER	PURCHASE ORDER DATE 11/08/22	VENDOR MUNISER 15714	VEHOOR NAME GOODWIN BROS CONSTRUCTION INC	COMMOD/TY 913-96	MEASURE 308	AMOUNT RECEIVED RECEIPT DATE 253,555 /65 93/10/23  Amount Received Previous Qty Received This Pay  PAYSEQ#1
23000340 23000340	2 2	11/00/22	15314	GOODWIN BROS CONSTRUCTION INC		. Die	Amount Received Previous Qty Received This Pay PAYREQ#]
PRYMEQUI PRYMEQUI	5% (14,937.45) (14,937.45)				CONTRACT: 22-C00080 HH RETAINAGE: 1022-2050087	LR RESURF	LESS SIN RETAINING NET TO VENDOR

Shanon Aguayo

Accounts Payable | Account Payable Auditor II

Office of Doug Chorvat Jr., Clerk of Circuit Court and Comptroller

Phone: 352-540-6328 | Email: SAguayo@hernandoclerk.org

20 N Main Street, Brooksville, FL 34601

### NOTICE:

Please note: Florida has a very broad Public Records Law. Most written communications to or from the Clerk's Office are public records available to anyone upon request. Your e-mail, including your e-mail address, may therefore, be subject to public disclosure.

From: Marie Warren < MWarren@co.hernando.fl.us>

Sent: Monday, May 1, 2023 2:27 PM

To: Shanon Aguayo <<u>SAguayo@hernandoclerk.org</u>> Subject: PO 23000340 Lambeth & Hope Hill retainage

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### Afternoon Shanon,

I'm trying to do another final pay for the above job on PO # 23000340.

The GL report is out of balance 30 cents.

REFERENCE V521818	VENDOR/PAYER 15314 GOODWIN		CREDIT	DESCRIPTION
	TOOTA GOOD MILL		14937.45	22-C00080 RETAINAGE
V522046	15314 GOODWIN		1070.45	22-C00080 RETAINAGE
		-	16 007 90	
-	V522046	V522046 15314 GOODWIN	V522046 15314 GOODWIN	V522046 15314 GOODWIN 1070.45 \$ 16,007.90

# The OnBase retainage report is correct,

PAYREQ#2 (14,937.75)
PAYREQ#2 (1,070.45)

TOTAL (16,008.20)

HELP!!

Thanks!

Finance Specialist

Marie Warren

# HERNANDO COUNTY PURCHASING AND CONTRACTS VENDOR PERFORMANCE EVAULATION Construction Projects

Vendor/Firm:	County Dept.:	Contract # and Description:
GOODWIN BROS CONST	County Engineer's Office	22-C00080 Hopehill Lambeth Resurfacing

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 - Alisa Pike
Return completed form to:	

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

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

Purchasing Form 13B (11/1/11)

# HERNANDO COUNTY PURCHASING AND CONTRACTS VENDOR PERFORMANCE EVAULATION Construction Projects

Construction Phase Cont.	Rating Scale:	Poor		Average		Excellent
Cooperativeness		1	2	3	4	•
Professional conduct		1	2	3	4	•
Specific suggestions for improvement:						
Would you recommend this contractor for anothe explain  Prime Contractor moved swiftly within a timely mand			<b>V</b> Yes e and un		No, pleas	se
Evaluated by:	Review	red by:				
Signature Date	Chief P	rocurer	nent Of	ficer	Inte	5/21/23 Date

# HERNANDO COUNTY CONSTRUCTION CONTRACT FINAL PAYMENT CHECKLIST

Bid No:	22-C000	080	Project No: 108440 -	108420	Date:	5/4/2023	3	_
Contracto	or Name:	GOOD	WIN BROS, INC.	6				
The follow	wing items	have bee	n secured by the Engine	eering <sub>depa</sub>	artment for	the project k	nown as	
Contract Documer	No: 22-	C0008	o_, and have been review	ed and found	to comply v	vith the requi	rements of	the Contract
Original (	Contract Pr	rice: \$32	8,779.44 Final C	ontract Price (	(including a	II change ord	ers):	\$320,164.05
Performa	nce Bond	Increase F	Required: Yes	No X				
Date of N	lotice to Pr	oceed: 2	2-6-2023	Amount of Li	quidated Da	amages: \$1	,241.00	)
	ial Comple				endar Days			
			(including Change Orders)	. 47			Calend	dar Days
7.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	mpletion Ti		80,803,00		endar Days	Committee		•
			ing Change Orders):*	62	·		endar Days	<b>S</b>
			Time: 45		Calenda		,	
			(including Change Orders)	):* 60		= 2. <b>, 2</b>	Calend	dar Days
Comp			(mendering entange entang	,-			σαισιι	au. Bujo
Yes	No_							
✓		1,,	All Punch List items com	pleted 4-3-2	2023	(Date)		
<b>✓</b>		2.	Warranties and Guarante	ees assigned	to County.			
<b>√</b>		3.	General one year warran	nty from Contra	actor 4-8-	-2023	_ (Effective	e Date).
	<b>√</b>	4.	Operation and Maintena	nce manuals f	for equipme	ent and syster	n.	
✓		5.	Record drawings obtaine	ed.				
	✓	6.	County personnel trained	d on system a	nd equipme	ent operation.		
	✓	7.	Certificate of Occupancy			or Compliand	ce	
✓		8.	Certificate of Substantial		3-24-20			
	✓	9.	Department's Final Inspe		when Appl		,	(Date)
<b>✓</b>		10.	Final Payment Certification				No CSD	
<b>✓</b>		- 11.	Owner's Representative			10	-2023	(Date)
	1	12.	DBE Participation Certific Contractor (If Applicable)	cation (Form I		(0)	cation lette	,

Comple		
Yes	No	
7	14.	Release of Liens
√	15.	Consent of Surety
<u>/</u>	16.	As-Built Documents (Signed and Sealed)
/	17.	Vendor Performance Form
	18.	Final Funding Agency Approval, if applicable
	19.	Others: Specify:
any of th	e above are not ap	oplicable, indicate by N/A.
f No	Is checked to an	ly of the above, explain here: Lines 4, 6, 7, 9, 12 and 18 are N/A.
	_	
~		
Comments	s: <u></u>	
		The state of the s
Signed: 🔻	016	
g	Department	Director or Designee
	/ /	7.00
Date:	5/4/200	23
ato.	-17	
Th	ese Completion T	imes and/or Dates to be used, when appropriate, in administering the liquidated dar

provision of the Contract Documents.

Purchasing & Contracts

cc:

#### DEPARTMENT OF PUBLIC WORKS



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

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

### **HERNANDO COUNTY**

### CERTIFICATE OF FINAL COMPLETION

April 11, 2023

Goodwin Bros Construction, Inc. PO Box 1689 Brooksville, Fl. 34605

Re:

Certificate of Final Completion

22-C00080 - Hope Hill & Lambeth Project

Dear Goodwin Bros Construction, Inc.:

Hernando County Department of Public Works – County Engineers Office is in agreement by presenting this Certificate of Final Completion to <u>GOODWIN BROS CONSTRUCTION</u>, <u>INC.</u> for the <u>HOPE HILL & LAMBETH PROJECT</u>. The one-year warranty period will be effective beginning **APRIL 8**, 2023.

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

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

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

Thank you for your participation in completing the <a href="HOPE HILL & LAMBETH PROJECT">HOPE HILL & LAMBETH PROJECT</a>. 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
Marie Warren, Finance Specialist
Alisa Pike, Procurement Coordinator

### DEPARTMENT OF PUBLIC WORKS



ADUATIC SERVICES . ENGINEERING . ROADS/BRIDGE MAINTENANCE . STORMWATER MANAGEMENT . TRAFFIC . WATERWAYS MAINTENANCE

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

# HERNANDO COUNTY

### CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: HOPEHILL and LAMBETH RESURFACING PROJECT

CONTRACT START DATE: 2-6-2023

SUBSTANTIAL COMPLETION DATE: 3-23-2023

FINAL COMPLETION DATE: 4-7-2023

This Certificate of Substantial Completion applies to:

All work under Contract No. 22-C00080

The work to which this Certificate applies has been inspected by authorized representatives identified below and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on 3-23-2023.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within <u>FIFTEEN (15)</u> days of the above Substantial Completion date.

The following items need to be submitted within ten (10) days of project completion in order to begin processing final payment:

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

BY: SCOTT E. NEASON	Date: 3-24-2023	
SCOTT E NELCON Project Manager		

SCOTT E. NELSON, Project Manager

CONSENT OF SURETY TO FINAL PAYMENT	OWNER ARCHITECT		
AIA Document G707	CONTRACTOR SURETY CONTRACTOR		
Bond No. 0248369			
TO OWNER: (Name and address)	ARCHITECT'S PROJECT NO.: 22-00080/DK		
Hernando County, FL 15470 Flight Path Drive Brooksville, FL 34604	CONTRACT FOR: Construction		
PROJECT: (Akune und address)	CONTRACT DATED: October 25, 2022		
Hope Hill Road and Lambeth Road Resurfacing	g Project/ Brooksville, FL		
In accordance with the provisions of the Contract betw (Insert name and address of Surety)	reen the Owner and the Contractor as indicated above, the		
Berkley Insurance Company 475 Steamboat Road			
Greenwich, CT 06830			
	, SURRIY		
on bond of (Intername and address of Contractor)			
Goodwin Bros. Construction, Inc. P.O. Box 1689			
Brooksville, FL 34605			
	, CONTRACTOR		
hereby approves of the final payment to the Contractor any of its obligations to (humin name and address of Onvier)	or, and agrees that final payment to the Contractor shall not relieve the Surety of		
Hernando County, FL			
15470 Flight Path Drive			
Brooksville, Ft. 34604			
	OWNE		
as set forth in said Surety's bond.			
IN WITNESS WHEREOF, the Surety has hereunto set in	ts hand on this date: May 16, 2023		
Disert in un thing the around followed by the moneric sleet and year.	,		
15 62 18 18 18 18 18 18 18 18 18 18 18 18 18	Berkley Insurance Company		
(A:2) (2)	(Similar)		
1 Z 3 / 1	ву:		
	(Signature of authorized representative)		
Auest: 411			
(See Dil	Kevin R. Wojtowicz Attorney-in-Fact		
Margaret A. Sch	nulz (Printed name and title) & FL Licensed Agent		

# POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kevin R. Wojtowicz or John R. Neu of Acrisure, LLC dba Nielson, Wojtowicz, Neu & Associates of St. Petersburg, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of . May Attest Berkley Insurance Company HSURANCE SEA Ira S. Lederman Hafter 1975 Executive Vice President & Secretary STATE OF CONNECTICUT ) COUNTY OF FAIRFIELD Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of 2021 by Ira S. Lederman May and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT IY COMMISSION EXPIRED respectively, of Berkley Insurance Company. Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is stracked, is in full force and effect as of this date.

SEAL

under my hand and seal of the Company, this \_\_\_\_\_day of\_

Vincent P. Forte

INSTR #2022084509 BK: 4244 PG: 402 Page 1 of 4 FILED & RECORDED 11/30/2022 9:25 AM CS Deputy Clk Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court Rec Fees: \$35.50

### FRONT PAGE OF PUBLIC PAYMENT BOND

Florida Statute 255.05

BOND NO. 0248369

CONTRACTOR:

Goodwin Bros. Construction, Inc.

1

14341 Ponce De Leon Brooksville, FL 34601

352-769-0149

**SURETY:** 

Berkley Insurance Company

475 Steamboat Road Greenwich, CT 06830

203-542-3800

AGENT:

Nielson, Wojtowicz, Neu & Associates, Inc.

1000 Central Avenue, Suite 200

St. Petersburg, FL 33705

727-209-1803

**OBLIGEE:** 

Hernando County, FL

20 N. Main Street

Brooksville, FL 34601-2800

352 - 540-6336

PROJECT: Hope Hill Road and Lambeth Road Resurfacing Project/ ITB NO. 22-00080/DK/ Brooksville, FL Hernando County, FL

Bond No: 0248369

## PERFORMANCE AND PAYMENT BOND

Berkley Insurance Company	PRESENTS, that Goodwin Bros. , hereinafter referred to as the "Ver	ndor/Contractor," as Principal, and
of Florida as Obligee, in the full and of the United States of America, Vendor/Contractor and Surety bind administrators, successors and assignments.	just sum of \$ 328,799.44  to the payment of which sum, themselves, their representatives, agns, jointly and severely, firmly by the sum of the	a political subdivision of the State dollars, lawful money well and truly to be made, the and each of their heirs, executors, hese presents,
WHEREAS, the Vendor/Condated the day of with conditions and provisions as are	. ZU Z IUI IIIE Hone Hill Ro	written Contract with the "County"  ad and Lambeth Road Resurfacing Project 27-C0000000 tioned Contract, which Contract is

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Vendor/Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which include the Solicitation-Offer-Award (Cover Page), Advertisement of Bid, Solicitation Instruction, General Conditions, Special Conditions, Scope and Specifications, Bid Form, Required Forms and Certifications, Exhibits, Agreement Form, Form(s) of Contract Bond(s), Plans and Specifications and such alterations thereof as may be made as provided for therein) and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

by reference made a part hereof for the purpose of explaining this bond.

- The undersigned shall indemnify and save harmless the County against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Vendor/Contractor, his agents, servants or employees in the execution or performance of said Contract.
- The undersigned shall promptly make payment to all persons supplying services, labor, materials or supplies used directly or indirectly by said Vendor/Contractor, or any Sub-Contractor or Sub-Contractors, in the prosecution of the work provided for in said Contract.
- 3. The undersigned agrees to promptly pay the County any difference between the sum to which the Vendor/Contractor would be entitled on the completion of the Contract, and the sum which the County may be obligated to pay for the completion of said work by the Vendor/Contractor or otherwise, including any damages, direct or indirect, or consequential, which the County may sustain by reason of the failure of the Vendor/Contractor to properly and promptly perform and abide by all of the provisions of said Contract.
- Subject to the County's priority, claimants covered by Section 713.01 of the Florida Statutes (current version) shall have a direct right of action against the Principal and Surety under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefor. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05 of the Florida Statutes (current version).
- The Vendor/Contractor shall save the County harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within

a period of one (1) year from the date of initial acceptance of the completed project, if applicable.

Signed and sealed this day of	, 2072
VENDOR/CONTRACTOR, AS PRINCIPAL:	SURETY:
Goodwin Bros. Construction, Inc. Principal Firm Name	Berkley Insurance Company Surety Name
By D. J. C.	ву:
Signature (Seal)	Signature (Seal)
Typed Name and Title	Kevin R. Wojtowicz Attorney-in-Fact & FL Licensed Agent Typed Name and Title
WITNESS:	M
Signature	Signature
TON CHARLOW / PROSECT MANKER	Margaret A. Schulz, CSR
Typed Name and Title	Typed Name and Title