

**Marchese, Deborah**

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**From:** Marchese, Deborah  
**Sent:** Wednesday, July 13, 2016 1:24 PM  
**To:** 'gbracken@pospiechcontracting.com'  
**Cc:** Koontz, Lori; Scott, Jimmy; 'rrudd@tierraeng.com'; Hinton, Joseph  
**Subject:** North Hancock Road Extension Phase IIIA and IIIB  
**Attachments:** hancock final accept.pdf

Attached for your records is a fully executed copy of the Certificate of Final Completion for the above referenced project. Please give me a call if you have any questions.

Thanks,  
Deb

*Deborah C. Marchese*  
*Construction Program Specialist*  
**Lake County Public Works**  
**323 North Sinclair Avenue**  
**Tavares, FL 32778**  
**Phone: 352-253-6007**  
**Fax: 352-253-6016**  
**[dmarchese@lakecountyfl.gov](mailto:dmarchese@lakecountyfl.gov)**

## Marchese, Deborah

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**From:** Robert Rudd <rrudd@tierraeng.com>  
**Sent:** Friday, July 08, 2016 3:24 PM  
**To:** GBracken@pospiechcontracting.com  
**Cc:** Koontz, Lori; Scott, Jimmy; Hinton, Joseph; Marchese, Deborah; Jeffrey Begovich; 'Scott Smith' (ssmith@pospiechcontracting.com)  
**Subject:** RE: FINANCIAL PROJECT ID: 435515-1-58-01, N Hancock Rd, Final Payment Submittal  
**Attachments:** 07-12-2016-2\_Final\_Cert.pdf

**NAME OF PROJECT:** North Hancock Road Extension Phase IIIA and IIIB  
**FINANCIAL PROJECT ID:** 435515-1-58-01  
**LAKE COUNTY PROJECT NUMBER:** 2014-11  
**NAME OF CONTRACTOR:** Pospiech Contracting, Inc.  
**SUBJECT:** Final Payment Submittal  
**DATE:** July 8, 2016  
**FILE NO.:** 9.1 (07-09-2016\_Final\_PPA)

All,

Typing error discovered on page 1 of form. Thanks Deb good catch.

Gary,

Use corrected form attached and disregard prior published form.

- (7) Certificate of Final Completion Form:  
Date of Contractor Execution on or after 07-12-2016\_Corrected. See attached form.

Sincerely,

**Robert P. Rudd, P.E.**  
**Senior Project Engineer**  
**TIERRA, INC.**  
591 Susan B. Britt Court | Winter Garden, Florida 34787  
T 407-877-1354 | F 407-654-7347 | C 407-461-1564  
[www.tierraeng.com](http://www.tierraeng.com) | [rrudd@tierraeng.com](mailto:rrudd@tierraeng.com)  
geotechnical environmental materials engineering

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**From:** Marchese, Deborah [<mailto:DMarchese@lakecountyfl.gov>]  
**Sent:** Friday, July 08, 2016 2:45 PM  
**To:** Robert Rudd  
**Cc:** Scott, Jimmy; Koontz, Lori  
**Subject:** RE: FINANCIAL PROJECT ID: 435515-1-58-01, N Hancock Rd, Final Payment Submittal

Robert,

Check you end date on the warranty period – certification document you have it as January 11, 2108.

Deb

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**From:** Robert Rudd [<mailto:rrudd@tierraeng.com>]  
**Sent:** Friday, July 08, 2016 11:25 AM  
**To:** Koontz, Lori; Scott, Jimmy; 'Scott Smith' ([ssmith@pospiechcontracting.com](mailto:ssmith@pospiechcontracting.com)); [GBracken@pospiechcontracting.com](mailto:GBracken@pospiechcontracting.com)

**Cc:** Hinton, Joseph; Marchese, Deborah; Jeffrey Begovich; [r.rudd@aol.com](mailto:r.rudd@aol.com)  
**Subject:** FINANCIAL PROJECT ID: 435515-1-58-01, N Hancock Rd, Final Payment Submittal

**NAME OF PROJECT:** North Hancock Road Extension Phase IIIA and IIIB  
**FINANCIAL PROJECT ID:** 435515-1-58-01  
**LAKE COUNTY PROJECT NUMBER:** 2014-11  
**NAME OF CONTRACTOR:** Pospiech Contracting, Inc.  
**SUBJECT:** Final Payment Submittal  
**DATE:** July 8, 2016  
**FILE NO.:** 9.1 (07-09-2016\_Final\_PPA)

All,

I have listed items I understand that must be provided before or with Final PPA-18. Let me know if there would be any additional items required.

CO-03 and Retainage Release can be processed on a single final pay application. Other items that need to be submitted with PPA-18 follow:

- (1) Signed and Sealed Red-Line As-Builts:  
Three (3) Full Sets of Red-Line As-Builts on the original plans. This includes City of Minneola Water Main As-Builts. Check to confirm Flashing Beacons are shown on As-Builts.
- (2) Executed Division Z Form:  
See attached form.

**DIVISION 2**

**AFFIDAVIT OF RELEASE AND GUARANTEE**

COUNTY OF LAKE  
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_ after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from the Contract, North Hancock Road Extension Phase IIIA and IIIB, Project No. 2014-11, Bid No. 14-0030, for which the County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, materialmen, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Lake County, relating in any way to the performance or payment of the above-numbered Contract, for the period from the date of execution of the Contract through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered contract, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractor's application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Affiant)

STATE OF FLORIDA)  
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation and is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(3) Consent of Surety to Final Payment:

3. The surety on the contract bonds consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

(4) FINAL ESTIMATE (PPA-18):

1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, the Contractor shall prepare a final estimate.

(5) PPA FDOT Payment Forms:

(6) Pavement Markings Reflectivity Tests:

(7) Certificate of Final Completion Form:

Date of Contractor Execution on or after 07-12-2016. See attached form.

Sincerely,

**Robert P. Rudd, P.E.**  
**Senior Project Engineer**  
**TIERRA, INC.**

591 Susan B. Britt Court | Winter Garden, Florida 34787

## Marchese, Deborah

---

**From:** Robert Rudd <rrudd@tierraeng.com>  
**Sent:** Friday, July 08, 2016 10:10 AM  
**To:** Koontz, Lori; Scott, Jimmy  
**Cc:** Hinton, Joseph; Marchese, Deborah; Jeffrey Begovich  
**Subject:** RE: Hancock Rd, MOT 5-21 thru 7-12 Quote

Lori,

I understand that ACME's invoice to TMC was \$3,000.00+ for MOT from 5-21 to 7-12. I also understand that TMC can be interesting to work with / for. The same invoice to Pospiech is at \$1,082.00. Pospiech and TMC are also not playing well together either.

I am work with Pospiech to get this matter to a no cost solution.

Thanks,

Robert Rudd  
Tierra, Inc.

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**From:** Koontz, Lori [mailto:LKoontz@lakecountyfl.gov]  
**Sent:** Thursday, July 07, 2016 5:16 PM  
**To:** Robert Rudd; Scott, Jimmy  
**Cc:** Hinton, Joseph; McArdle, Heath; Marchese, Deborah; Jeffrey Begovich  
**Subject:** RE: Hancock Rd, MOT 5-21 thru 7-12 Quote

This is a quandary as adding anything else to Pospiech's CO#3 that has already been through umpteen renditions and on its way to BCC on Tuesday is not an option.

Where is this email chain committing to the agreement with the County and TMC being in place the week of May 22<sup>nd</sup> and where did the going to BCC on May 12<sup>th</sup> date come from? TMC and I were still trading comments on the agreement in June. Once I had it finalized it was immediately placed on the BCC agenda for July 12<sup>th</sup>. I think there may have been an agreed upon price in May, but certainly no agreement in place.

Pospiech project work was officially to end on July 12<sup>th</sup> -- which was perfect timing for the TMC agreement going to BCC approval on the same day.

Not sure yet how to pick up this dropped ball. I'm not inclined to entertain CO#4 going to BCC for this cost either.

Lori

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**From:** Robert Rudd [mailto:rrudd@tierraeng.com]  
**Sent:** Thursday, July 7, 2016 2:01 PM  
**To:** Koontz, Lori <LKoontz@lakecountyfl.gov>; Scott, Jimmy <JScott@lakecountyfl.gov>  
**Cc:** Hinton, Joseph <jhinton@lakecountyfl.gov>; McArdle, Heath <HMcArdle@lakecountyfl.gov>; Marchese, Deborah

<DMarchese@lakecountyfl.gov>; Jeffrey Begovich <jbegovich@tierraeng.com>

**Subject:** FW: Hancock Rd, MOT 5-21 thru 7-12 Quote

Lori, Terry;

Cost transfer items were part of CO-03 but I had no idea that there is no agreement between the County and TMC in place. I am trying to catch up on the details that I have been recently copied on.

From email chain forward on 6-29-2016 from back in May (see attached) it appeared that the agreement between the County and TMC would be in place the week of May 22, 2016. TMC referenced that Pospiech looked to be demobilizing. TMC was clearly aware that when Pospiech demobilized they would be taking over the Construction MOT inspection and maintenance so they needed the agreement in place as soon as possible. TMC has added additional signs and has moved devices as if they are maintaining the MOT. Per PM-30 MOT note the final MOT inspection report would be the week of opening N Hancock Rd to normal traffic the last week April 2016.

Emails of 6-29-16 received between the County and TMC noted that the N Hancock FC, Pavement Markings and Construction MOT contract goes to the BCC for approval on May 12, 2016 and the MOT would transfer to TMC on that date. The 6-29-16 email was the first time that I understood that there was no agreement in place between the County and TMC for MOT devices from week of May 22 to 7-12-16. I received call from Heath on 6-29-16 that he had talked to Pospiech about invoice payment to ACME for MOT Devices through 7-12-16. I forwarded email and called Pospiech 6-29-16. Gary confirmed earlier conversation with Heath and informed me that they had closed their contract with ACME and had made final payment to them. Pospiech informed that they had not received any invoices from ACME after final payment. Gary noted that from email chain back in May (see above) it sounds like the contact between the County and TMC should have been in place the week of May 22, 2016 so the closing of their contract with ACME as of May 21, 2016 was timed appropriately. Pospiech informed me that they did not get price from ACME for MOT from May 22, 2016 to July 12, 2016 for CO-03 because they thought that the contract between the County and TMC was in place and that TMC would be responsible for same since they had opened Hancock to normal traffic and since they only had periodic / minimal staff on-site.

Earlier this week I ask Pospiech to get with ACME and had them forward cost for MOT from 5-21-16 through 7-12-16. Invoice was received and is attached for \$1,082.20. Gary again informed that if he knew earlier about MOT cost reimbursement gap he would have ask for and submitted cost for same to be included in CO-03. Gary noted that Pospiech has no issue covering cost but at this point another CO would be needed. Note, proposal has been submitted without Pospiech markup.

TMC inspected and accepted the installation of Construction MOT back in April before Hancock was opened to normal traffic. I hope that TMC has been maintaining MOT since May 21, 2016 after Pospiech left the site since they are the only ones there every day.

Project work was to officially end on 7-1-16 with beacons installation and acceptance but now I am not sure. \$1,082.20 is minor when compared to no one maintaining the MOT. We need Pospiech insurance coverage until July 12, 2016. Looks like a miss understanding as to who is to cover MOT through down time between Pospiech leaving the site and TMC agreement approval. The contractor who maintains the MOT is responsible for the MOT inspection and payment. Again, TMC has added additional signs, has moved devices and looks to be maintaining the MOT.

From the 6/29/2016 email it looks like we need to get with Pospiech and inform that at this point their insurance covers the project so they need to maintain the Turnpike MOT until July 12, 2016. What do we to do about cost?

Thanks,

Robert Rudd  
Tierra, Inc.

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**From:** Gary Bracken [<mailto:gbracken@pospiechcontracting.com>]

**Sent:** Wednesday, July 06, 2016 3:39 PM

**To:** Robert Rudd; [r.rudd@aol.com](mailto:r.rudd@aol.com)

**Subject:** FW: Hancock Rd Quote

Here is the amount that needs to be added to C.O. 3 for the additional Barricades for the Middlesex issue. As seen in the prior e-mail the county was aware Middlesex was taking over the MOT and just did not execute a contract with them. Let me know.

Thanks

Gary

**From:** russell gellhause [mailto:rjgacme@yahoo.com]  
**Sent:** Wednesday, July 06, 2016 3:34 PM  
**To:** Gary Bracken <gbracken@pospiechcontracting.com>  
**Subject:** Hancock Rd Quote

Hi Gary,

Here is the itemized quote for Hancock. Please send over the PO number when you can.

Thanks,

Russell Gellhause

Operations  
Manager



508 Clifton St  
Orlando, FL 32808

office: 407-253-4337  
fax: 407-253-1342

---

Total Control Panel

[Login](#)

To: [gbracken@pospiechcontracting.com](mailto:gbracken@pospiechcontracting.com)  
From: [rjgacme@yahoo.com](mailto:rjgacme@yahoo.com)

Message Score: 50  
My Spam Blocking Level: Medium

High (60): Pass  
Medium (75): Pass  
Low (90): Pass

[Block this sender](#)  
[Block yahoo.com](#)

*This message was delivered because the content filter score did not exceed your filter level.*

## Marchese, Deborah

---

**From:** Robert Rudd <rdudd@tierraeng.com>  
**Sent:** Friday, July 08, 2016 11:25 AM  
**To:** Koontz, Lori; Scott, Jimmy; 'Scott Smith' (ssmith@pospiechcontracting.com); GBracken@pospiechcontracting.com  
**Cc:** Hinton, Joseph; Marchese, Deborah; Jeffrey Begovich; r.rudd@aol.com  
**Subject:** FINANCIAL PROJECT ID: 435515-1-58-01, N Hancock Rd, Final Payment Submittal  
**Attachments:** 7-8-16\_Final\_Payment\_Submittal.pdf; Z-1.pdf; 07-12-2016\_Final\_Cert.pdf

**NAME OF PROJECT:** North Hancock Road Extension Phase IIIA and IIIB

**FINANCIAL PROJECT ID:** 435515-1-58-01

**LAKE COUNTY PROJECT NUMBER:** 2014-11

**NAME OF CONTRACTOR:** Pospiech Contracting, Inc.

**SUBJECT:** Final Payment Submittal

**DATE:** July 8, 2016

**FILE NO.:** 9.1 (07-09-2016\_Final\_PPA)

All,

I have listed items I understand that must be provided before or with Final PPA-18. Let me know if there would be any additional items required.

CO-03 and Retainage Release can be processed on a single final pay application. Other items that need to be submitted with PPA-18 follow:

- (1) Signed and Sealed Red-Line As-Builts:  
Three (3) Full Sets of Red-Line As-Builts on the original plans. This includes City of Minneola Water Main As-Builts. Check to confirm Flashing Beacons are shown on As-Builts.
- (2) Executed Division Z Form:  
See attached form.



**DIVISION Z**

**AFFIDAVIT OF RELEASE AND GUARANTEE**

COUNTY OF LAKE  
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_ after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from the Contract, North Hancock Road Extension Phase IIIA and IIIB, Project No. 2014-11, Bid No. 14-0030, for which the County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, materialmen, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Lake County, relating in any way to the performance or payment of the above-numbered Contract, for the period from the date of execution of the Contract through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered contract, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Affiant)

STATE OF FLORIDA)  
COUNTY OF LAKE)

The foregoing Instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation and is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(3) Consent of Surety to Final Payment:

3. The surety on the contract bonds consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

(4) FINAL ESTIMATE (PPA-18):

1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, the Contractor shall prepare a final estimate.

(5) PPA FDOT Payment Forms:

(6) Pavement Markings Reflectivity Tests:

(7) Certificate of Final Completion Form:

Date of Contractor Execution on or after 07-12-2016. See attached form.

Sincerely,

**Robert P. Rudd, P.E.**  
**Senior Project Engineer**  
**TIERRA, INC.**

591 Susan B. Britt Court | Winter Garden, Florida 34787

T 407-877-1354 | F 407-654-7347 | C 407-461-1564  
[www.tierraeng.com](http://www.tierraeng.com) | [rudd@tierraeng.com](mailto:rudd@tierraeng.com)  
geotechnical environmental materials engineering