

Hancock

**Marchese, Deborah**

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**From:** John Carswell <jcarswell@pospiechcontracting.com>  
**Sent:** Thursday, June 09, 2016 2:14 PM  
**To:** Marchese, Deborah  
**Cc:** Scott, Jimmy; Koontz, Lori; 'Gary Bracken'  
**Subject:** Formasters

Please be advised that Formasters has defaulted on their subcontract agreement. We have had numerous claims made against our bond for bills that have not been paid by Formasters and have incurred the cost of completing their portion of the work. The cost that we have incurred meeting these obligations are way in excess of the amounts that Formasters would have been owed had they completed their work including retainage we are holding on them. We will be seeking repayment for these costs from them in accordance with our sub-contract agreement.

All of the bills associated with the cost of completeing the work have been paid by Pospiech along with all claims made in accordance with the Florida Statutes concerning a subcontractors supplier or sub-sub's right to make a claim. There are some suppliers of Formasters that have not made required notice to bond and timely notice of non payment that will not be paid if there are not sufficient funds remaining to make payment to them. In those cases, due to the suppliers failure to comply with the noticing requirements of Statute 212, The Florida Bond Law, they will be forced to look to Formasters for payment. In these cases, it is our intention to joint check any remaining balances to those suppliers and Formasters as partial payment.

As required by law, our bond stands in place and Pospiech as guarantor, for all properly made claims.

Pospiech Contracting, Inc.  
John M. Carswell,  
Vice President, CFO

## Marchese, Deborah

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**From:** Koontz, Lori  
**Sent:** Thursday, June 09, 2016 2:22 PM  
**To:** 'John Carswell'; Marchese, Deborah  
**Cc:** Scott, Jimmy; 'Gary Bracken'  
**Subject:** RE: Formasters (North Hancock Rd)

Thank you for your response, Mr. Carswell.

We informed Mr. Basso with Formasters that there is a performance bond on this project and the surety could be contacted for remedy.

Lori

*Lori L. Koontz | Road Operations Division Manager | Lake County Public Works Department | 352-343-6439*

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**From:** John Carswell [<mailto:jcarswell@pospiechcontracting.com>]  
**Sent:** Thursday, June 9, 2016 2:14 PM  
**To:** Marchese, Deborah <[DMarchese@lakecountyfl.gov](mailto:DMarchese@lakecountyfl.gov)>  
**Cc:** Scott, Jimmy <[JScott@lakecountyfl.gov](mailto:JScott@lakecountyfl.gov)>; Koontz, Lori <[LKoontz@lakecountyfl.gov](mailto:LKoontz@lakecountyfl.gov)>; 'Gary Bracken' <[gbracken@pospiechcontracting.com](mailto:gbracken@pospiechcontracting.com)>  
**Subject:** Formasters

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Pospiech Contracting, Inc.  
John M. Carswell,  
Vice President, CFO

JUN 09 2016



LETTER OF TRANSMITTAL

TO:	DATE:	June 8, 2016
Lake County Public Works	ATTENTION:	Deb Marchese
323 North Sinclair Avenue	RE:	Pospiech Pay App # 17
Tavares, FL 32778	JOB NO.:	435515-1-58-01 Hancock Rd

WE ARE SENDING YOU:

- |  |  |                                |   |
|--|--|--------------------------------|---|
| <input checked="" type="checkbox"/> Attached | <input checked="" type="checkbox"/> Mailed | <input type="checkbox"/> Faxed | <input type="checkbox"/> Hand Delivered |
| <input type="checkbox"/> Shop Drawings       | <input type="checkbox"/> Prints            | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples        |
| <input type="checkbox"/> Copy of Letter      | <input type="checkbox"/> Change Oder       | <input type="checkbox"/> Other | <input type="checkbox"/> Specification  |

COPIES	DATE	NO.	DESCRIPTION
1	6/8/16		Pospiech Pay Application #17
1	6/8/16		Updated Work Schedule

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> For Approval & Execution | <input type="checkbox"/> Approved as Submitted    | <input type="checkbox"/> Resubmit Copies for Approval |
| <input type="checkbox"/> For Your Use                        | <input type="checkbox"/> Approved as Noted        | <input type="checkbox"/> Submit for Distribution      |
| <input type="checkbox"/> As Requested                        | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Return Corrected Prints      |
| <input type="checkbox"/> For Review & Comment                | <input type="checkbox"/> Other                    |   |

REMARKS:

*paid off copy*

Robert P. Rudd, P.E.  
Senior Project Engineer

CC: File 1.3 & 9.1



# POSPIECH

— CONTRACTING —

201 SOUTH APOPKA AVENUE  
INVERNESS, FL 34452  
PH. 352-726-3940  
FAX 352-726-5250

## LETTER OF TRANSMITTAL

To: **Tierra**  
**Robert Rudd**  
**591 Susan B Brit Court**  
**Winter Garden, FL 34787**  
**407-877-1354**

DATE 5/31/16	JOB NO: 6968
ATTENTION:	
RE: North Hancock Road Extension	
Phases IIIA & IIIB	

WE ARE SENDING YOU:  ATTACHED

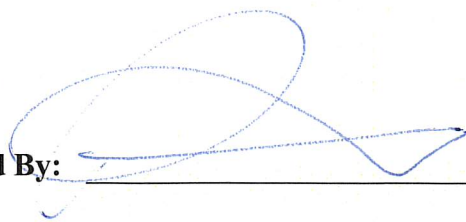
- PRINTS                       CONTRACT(S)                       DRAW REQUEST                       PURCHASE ORDER  
 SUBMITTALS                       INVOICE(S)                       CHANGE ORDER                       OTHER


DATE	COPIES	NO.	DESCRIPTION
5/31/16	1	1	North Hancock Road Pay Application #17
			- Schedule of Values (Original)
			- Original Compliance Report
			- Current Project Schedule

THESE ARE TRANSMITTED as checked below:

- For Approval                       Approved                       Approved As Noted                       As Requested  
 For Your Use                       For Review and Comment                       Returned for Correction                       Other \_\_\_\_\_

### REMARKS:

Received By: 

Date: 06-02-2016  
  
SENT BY: Darla Dolbow, Ext 211

COPY TO: \_\_\_\_\_

SHIPPED VIA:  FedEx     US Mail     Hand Delivered     Other: UPS

To : Lake County BOCC  
 437 Ardice Avenue  
 Eustis, FL 32726

Project: North Hancock Road Extension  
 Phases IIIA & IIIB

Application #: 17

Period To: 5/25/2016

From : **POSPIECH CONTRACTING INC**  
**201 SOUTH APOPKA AVENUE**  
**INVERNESS FL 34452**

Contract For:

Contract Date: 12/1/2014


Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner Total			
Approved this Month			
Number	Date Approved		
1	8/4/2016	\$18,390.14	
2	2/5/2016	\$69,496.22	\$ -
<b>TOTALS</b>		<b>\$87,886.36</b>	<b>\$ -</b>
<b>Net Change by Change Orders</b>		<b>\$</b>	<b>\$87,886.36</b>

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

**CONTRACTOR: POSPIECH CONTRACTING, INC.**

By:  Date: May 31, 2016  
 Scott Smith, Vice President

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM..... \$8,430,070.44
2. Net change by Change Orders..... \$87,886.36
3. CONTRACT SUM TO DATE (Line 1+2)..... \$8,517,956.80
4. TOTAL COMPLETED & STORED TO DATE..... \$8,517,956.80

Column G on G703)

**5. RETAINAGE:**


- a. 5 % of Completed Work \$425,897.84  
 (Column D + E on G703)
- b. % of Stored Material \$

Total Retainage (Line 5a + 5b or


6. TOTAL EARNED LESS RETAINAGE..... \$425,897.84  
 (Line 4 Less Line 5 Total)  
 Total in Column 1 of G703)..... \$8,092,058.96

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....**

8. CURRENT PAYMENT DUE..... \$7,888,471.59
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$203,587.37  
 (Line 3 less Line 6)..... \$425,897.84

State of: Florida County of: Citrus  
 Subscribed and sworn to before me this 31st day of May, 2016  
  
 Notary Public: Darla Dolbow  
 My Commission expires:

AMOUNT CERTIFIED..... \$ 203,587.37  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:  Date: 06-08-2016  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A	B	C	D	E	F	G	H	I					
ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D+E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
<b>North Hancock Rd Extension Ph IIIA - Roadway Construction</b>													
1	Mobilization	1 LS	1	\$ 215,000.00	\$ 215,000.00	\$				\$ 215,000.00	100.00%	\$ -	\$ 10,750.00
2	Maintenance of Traffic	1 LS	1	\$ 185,000.00	\$ 185,000.00	\$	0.0000			\$ 185,000.00	100.00%	\$ -	\$ 9,250.00
3	Excavation Cut	135440 CY	135440	\$ 2.80	\$ 379,232.00	\$	0.00			\$ 379,232.00	100.00%	\$ -	\$ 18,961.60
4	Excavation Fill	62482 CY	62482	\$ 1.65	\$ 103,095.30	\$	0.00			\$ 103,095.30	100.00%	\$ -	\$ 5,154.77
5	Grading/ Final Dressing	1 LS	1	\$ 76,000.00	\$ 76,000.00	\$	0.00000			\$ 76,000.00	100.00%	\$ -	\$ 3,900.00
6	Clear and Grub	1 LS	1	\$ 155,000.00	\$ 155,000.00	\$	0.00			\$ 155,000.00	100.00%	\$ -	\$ 7,750.00
7	12" Stabilized Subgrade (40 LBF)	76742 SY	76742	\$ 3.35	\$ 257,085.70	\$	0.00			\$ 257,085.70	100.00%	\$ -	\$ 12,854.29
8	4" Limerock	244 SY	244	\$ 14.00	\$ 3,416.00	\$	0.00			\$ 3,416.00	100.00%	\$ -	\$ 170.80
9	6" Limerock	12778 SY	12778	\$ 9.10	\$ 116,279.80	\$	0.00			\$ 116,279.80	100.00%	\$ -	\$ 5,813.99
10	8" Limerock (2 lifts)	1816 SY	1816	\$ 9.40	\$ 17,070.40	\$	0.00			\$ 17,070.40	100.00%	\$ -	\$ 853.52
11	10" Limerock (2 lifts)	54090 SY	54090	\$ 11.10	\$ 600,399.00	\$	0.00			\$ 600,399.00	100.00%	\$ -	\$ 30,019.77
12	Asph Conc Friction Course, FC-9.5 Traffic C	61163 SY	61163	\$ 7.85	\$ 480,129.55	\$	0.00			\$ 480,129.55	100.00%	\$ -	\$ 24,006.66
13	1.5" FC-9.5 Traffic Level C	3417 SY	3417	\$ 11.25	\$ 38,441.25	\$	0.00000			\$ 38,441.25	100.00%	\$ -	\$ 1,922.06
14	1.5" Minimum SP-12.5 Traffic Level C	3101 SY	3101	\$ 10.70	\$ 33,180.70	\$	3,101.00	\$ 33,180.70		\$ 33,180.70	100.00%	\$ -	\$ 1,659.04
15	1.5" Minimum SP-12.5 Traffic Level C	5922 SY	5922	\$ 8.70	\$ 51,521.40	\$	0.00			\$ 51,521.40	100.00%	\$ -	\$ 2,576.07
16	Asph Conc Friction Course, FC-9.5, Traffic C (MOT)	3764 SY	3764	\$ 10.85	\$ 40,839.40	\$	0.00			\$ 40,839.40	100.00%	\$ -	\$ 2,041.97
17	2.5" Minimum SP-12.5 Traffic Level C	56323 SY	56323	\$ 12.00	\$ 675,876.00	\$	0.00			\$ 675,876.00	100.00%	\$ -	\$ 33,793.80
18	1" Milling	331 SY	331	\$ 6.25	\$ 2,068.75	\$	0.00			\$ 2,068.75	100.00%	\$ -	\$ 103.44
19	1.5" Milling	3417 SY	3417	\$ 5.50	\$ 18,793.50	\$	0.00000			\$ 18,793.50	100.00%	\$ -	\$ 939.68
20	2.5" Milling	5922 SY	5922	\$ 5.60	\$ 33,163.20	\$	0.00			\$ 33,163.20	100.00%	\$ -	\$ 1,658.16
21	Prime & Sand	68928 SY	68928	\$ 0.40	\$ 27,571.20	\$	0.00			\$ 27,571.20	100.00%	\$ -	\$ 1,378.56
22	Tack Coat	76497 SY	76497	\$ 0.35	\$ 26,773.95	\$	0.00000			\$ 26,773.95	100.00%	\$ -	\$ 1,338.70
23	Geosynthetic Reinforced Soil Slope	20000 SF	20000	\$ 0.75	\$ 15,000.00	\$	0.00			\$ 15,000.00	100.00%	\$ -	\$ 750.00
24	1.5" SP 9.5 (Traffic Level A)	8815 SY	8815	\$ 8.68	\$ 76,514.20	\$	0.00			\$ 76,514.20	100.00%	\$ -	\$ 3,825.71
25	4" Traffic Separator Type 1 Option 2	1225 LF	1225	\$ 26.00	\$ 31,850.00	\$	0.00			\$ 31,850.00	100.00%	\$ -	\$ 1,592.50
26	42" RCP	63 LF	63	\$ 120.00	\$ 7,560.00	\$	0.00			\$ 7,560.00	100.00%	\$ -	\$ 378.00
27	36" RCP	609 LF	609	\$ 90.00	\$ 54,810.00	\$	0.00			\$ 54,810.00	100.00%	\$ -	\$ 2,740.50
28	30" RCP	2678 LF	2678	\$ 64.50	\$ 172,731.00	\$	0.00			\$ 172,731.00	100.00%	\$ -	\$ 8,636.55
29	24" RCP	3331 LF	3331	\$ 47.85	\$ 158,722.15	\$	0.00			\$ 158,722.15	100.00%	\$ -	\$ 7,936.11
30	18" RCP	6434 LF	6434	\$ 38.00	\$ 244,492.00	\$	0.00			\$ 244,492.00	100.00%	\$ -	\$ 12,224.22
31	14" x 23" ERCP	25 LF	25	\$ 74.00	\$ 1,850.00	\$	0.00			\$ 1,850.00	100.00%	\$ -	\$ 92.22
32	Curb Ramp Type 21	24 EA	24	\$ 540.00	\$ 12,960.00	\$	0.00			\$ 12,960.00	100.00%	\$ -	\$ 648.00
33	Inlet Curb Type P-5 <10	43 EA	43	\$ 2,675.00	\$ 115,025.00	\$	0.00			\$ 115,025.00	100.00%	\$ -	\$ 5,751.25
34	Inlet Curb Type P-5 >10	1 EA	1	\$ 3,350.00	\$ 3,350.00	\$	0.00			\$ 3,350.00	100.00%	\$ -	\$ 167.50
35	Inlet Curb Type 5, J Bottom <10	7 EA	7	\$ 3,830.00	\$ 26,810.00	\$	0.00			\$ 26,810.00	100.00%	\$ -	\$ 1,340.50
36	Inlet Curb Type 6, <10	5 EA	5	\$ 3,255.00	\$ 16,275.00	\$	0.00			\$ 16,275.00	100.00%	\$ -	\$ 813.75
37	Inlet Curb Type 6, J Bottom <10	1 EA	1	\$ 7,950.00	\$ 7,950.00	\$	0.00			\$ 7,950.00	100.00%	\$ -	\$ 397.50
38	Inlet Curb Type 6, J Bottom >10	1 EA	1	\$ 5,515.00	\$ 5,515.00	\$	0.00			\$ 5,515.00	100.00%	\$ -	\$ 275.75
39	Inlet Curb Type 8, >10	1 EA	1	\$ 5,270.00	\$ 5,270.00	\$	0.00			\$ 5,270.00	100.00%	\$ -	\$ 263.50
40	Inlet, Ditch Bottom C <10 ***	1 EA	1	\$ 1,670.00	\$ 1,670.00	\$	0.00			\$ 1,670.00	100.00%	\$ -	\$ 83.50
41	Inlet, Ditch Bottom D, <10	9 EA	9	\$ 2,305.00	\$ 20,745.00	\$	0.00			\$ 20,745.00	100.00%	\$ -	\$ 1,037.25
42	Inlet, Ditch Bottom E, <10	7 EA	7	\$ 2,725.00	\$ 19,075.00	\$	0.00			\$ 19,075.00	100.00%	\$ -	\$ 953.75
43	Inlet, Ditch Bottom H, <10	1 EA	1	\$ 3,500.00	\$ 3,500.00	\$	0.00			\$ 3,500.00	100.00%	\$ -	\$ 175.00
44	Inlet, Gutter Type V, <10	1 EA	1	\$ 2,600.00	\$ 2,600.00	\$	0.00			\$ 2,600.00	100.00%	\$ -	\$ 130.00

A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	COMPLETED AND STORED TO DATE (D+E+F)	% (GIC)	BALANCE TO FINISH (C-G)	RETAINAGE
45	Inlet, Barrier Wall, Rigid, C&G<10	EA \$ 4,125.00	\$ 4,125.00	\$ 4,125.00	0.00			\$ 4,125.00	100.00%	\$ -	\$ 206.25
46	Manhole, P-7 <10	EA \$ 2,000.00	\$ 8,000.00	\$ 8,000.00	0.00			\$ 8,000.00	100.00%	\$ -	\$ 400.00
47	Manhole, P-7 >10	EA \$ 2,575.00	\$ 5,150.00	\$ 5,150.00	0.00			\$ 5,150.00	100.00%	\$ -	\$ 257.50
48	Manhole, J-7, <10	EA \$ 3,500.00	\$ 17,500.00	\$ 17,500.00	0.00			\$ 17,500.00	100.00%	\$ -	\$ 875.00
49	Manhole, J-7, >10	EA \$ 3,280.00	\$ 3,280.00	\$ 3,280.00	0.00			\$ 3,280.00	100.00%	\$ -	\$ 164.00
50	Manhole, P-8, <10	EA \$ 1,725.00	\$ 10,350.00	\$ 10,350.00	0.00			\$ 10,350.00	100.00%	\$ -	\$ 517.50
51	Manhole, J-8, <10	EA \$ 3,030.00	\$ 9,090.00	\$ 9,090.00	0.00			\$ 9,090.00	100.00%	\$ -	\$ 454.50
52	U-Endwall, Std 261 w/Baffles 18"	EA \$ 2,400.00	\$ 4,800.00	\$ 4,800.00	0.00			\$ 4,800.00	100.00%	\$ -	\$ 240.00
53	U-Endwall, Std 261 w/Baffles 24"	EA \$ 2,880.00	\$ 5,360.00	\$ 5,360.00	0.00			\$ 5,360.00	100.00%	\$ -	\$ 268.00
54	U-Endwall, Std 261 w/Baffles, 30"	EA \$ 3,780.00	\$ 7,560.00	\$ 7,560.00	0.00			\$ 7,560.00	100.00%	\$ -	\$ 378.00
55	MES, Optional Round, 18" SD	EA \$ 770.00	\$ 1,540.00	\$ 1,540.00	0.00			\$ 1,540.00	100.00%	\$ -	\$ 77.00
56	MES, Optional Round 24" SD	EA \$ 1,000.00	\$ 1,000.00	\$ 1,000.00	0.00			\$ 1,000.00	100.00%	\$ -	\$ 50.00
57	Mitered End Section, 36" SD	EA \$ 3,175.00	\$ 3,175.00	\$ 3,175.00	0.00			\$ 3,175.00	100.00%	\$ -	\$ 158.00
58	MES, Optional Elliptical 18" SD	EA \$ 780.00	\$ 1,560.00	\$ 1,560.00	0.00			\$ 1,560.00	100.00%	\$ -	\$ 78.00
59	Pipe Handrail-Guardrail (Steel)	LF \$ 55.00	\$ 111,540.00	\$ 88,000.00	428.00	\$ 23,540.00		\$ 111,540.00	100.00%	\$ -	\$ 5,577.00
60	Ped/Bicycle Railing (Steel-42" Picket)	LF \$ 75.60	\$ 19,656.00	\$ -	260.00	\$ 19,656.00		\$ 19,656.00	100.00%	\$ -	\$ 982.80
61	Concrete Curb and Gutter, Type E	LF \$ 12.30	\$ 112,495.80	\$ 112,495.80	0.00			\$ 112,495.80	100.00%	\$ -	\$ 5,624.79
62	Concrete Curb and Gutter, Type F	LF \$ 11.25	\$ 180,506.25	\$ 180,506.25	0.00			\$ 180,506.25	100.00%	\$ -	\$ 9,025.31
63	Concrete Curb, Type A	LF \$ 11.75	\$ 9,235.50	\$ 9,235.50	0.00			\$ 9,235.50	100.00%	\$ -	\$ 461.78
64	Valley Gutter - Concrete	LF \$ 14.00	\$ 4,620.00	\$ 4,620.00	0.00			\$ 4,620.00	100.00%	\$ -	\$ 231.00
65	Drop Curb	LF \$ 13.00	\$ 10,842.00	\$ 10,842.00	0.00			\$ 10,842.00	100.00%	\$ -	\$ 542.10
66	Detectable Warnings- Liquid applied or CIP	EA \$ 500.00	\$ 17,000.00	\$ 17,000.00	0.00			\$ 17,000.00	100.00%	\$ -	\$ 850.00
67	Sidewalk Concrete, 4" thick	SY \$ 28.50	\$ 148,855.50	\$ 148,855.50	0.000000			\$ 148,855.50	100.00%	\$ -	\$ 7,442.78
68	Sidewalk Concrete, 6" thick	SY \$ 35.00	\$ 23,415.00	\$ 23,415.00	0.00			\$ 23,415.00	100.00%	\$ -	\$ 1,170.75
69	Conc Ditch Pymt. non-reinforced, 4"	SY \$ 51.00	\$ 51,663.00	\$ 51,663.00	0.00			\$ 51,663.00	100.00%	\$ -	\$ 2,593.15
70	Rip Rap - Sand - Cement	CY \$ 200.00	\$ 1,000.00	\$ 1,000.00	0.00			\$ 1,000.00	100.00%	\$ -	\$ 50.00
71	Guardrail - Roadway	LF \$ 42.00	\$ 14,280.00	\$ 14,280.00	0.00			\$ 14,280.00	100.00%	\$ -	\$ 714.00
72	Guardrail End Anchorage - Flared	EA \$ 3,000.00	\$ 3,000.00	\$ 3,000.00	0.00			\$ 3,000.00	100.00%	\$ -	\$ 150.00
73	Guardrail End Anchorage - CRT	EA \$ 875.00	\$ 1,750.00	\$ 1,750.00	0.00			\$ 1,750.00	100.00%	\$ -	\$ 87.50
74	Fencing, Type B, 5.1'-6.0', w/vinyl coating	LF \$ 13.50	\$ 19,264.50	\$ 19,264.50	0.00			\$ 19,264.50	100.00%	\$ -	\$ 963.23
75	Painted Pavement Markings	LS \$ 32,500.00	\$ 32,500.00	\$ 30,875.00	0.05	\$ 1,625.00		\$ 32,500.00	100.00%	\$ -	\$ 1,625.00
76	Traffic Signal at Old Highway 50	LS \$ 530,500.00	\$ 530,500.00	\$ 530,500.00	0.00			\$ 530,500.00	100.00%	\$ -	\$ 26,525.00
77	Flowable Fill **	CY \$ 86.00	\$ 58,480.00	\$ 58,480.00	0.00			\$ 58,480.00	100.00%	\$ -	\$ 2,924.00
78	Erosion Control	LS \$ 20,000.00	\$ 20,000.00	\$ 20,000.00	0.00			\$ 20,000.00	100.00%	\$ -	\$ 1,000.00
79	Silt Fence	LF \$ 0.85	\$ 17,000.00	\$ 17,000.00	0.00			\$ 17,000.00	100.00%	\$ -	\$ 850.00
80	Performance Turf Sod	SY \$ 1.90	\$ 228,000.00	\$ 224,099.20	2,063.08263	\$ 3,900.80		\$ 228,000.00	100.00%	\$ -	\$ 11,400.00
81	Performance Turf Sod (MOT)	SY \$ 1.90	\$ 19,000.00	\$ 19,000.00	0.00			\$ 19,000.00	100.00%	\$ -	\$ 950.00
82	Thermoplastic Striping	LS \$ 103,500.00	\$ 103,500.00	\$ -	1.00	\$ 103,500.00		\$ 103,500.00	100.00%	\$ -	\$ 5,175.00
83	Roadway Sign Removal/ Installation	LS \$ 29,000.00	\$ 29,000.00	\$ 29,000.00	0.00000000			\$ 29,000.00	100.00%	\$ -	\$ 1,450.00
84	Concrete Removal	LS \$ 27,650.00	\$ 27,650.00	\$ 27,650.00	0.00			\$ 27,650.00	100.00%	\$ -	\$ 1,382.50
85	Saw Cutting	LS \$ 5,050.00	\$ 5,050.00	\$ 5,050.00	0.00			\$ 5,050.00	100.00%	\$ -	\$ 252.50
86	Concrete Class NS, Gravity Walls	CY \$ 337.25	\$ 347,367.50	\$ 347,367.50	0.00			\$ 347,367.50	100.00%	\$ -	\$ 17,388.38
87	Survey/ Layout/ As-Builts	LS \$ 94,000.00	\$ 94,000.00	\$ 94,000.00	0.00000			\$ 94,000.00	100.00%	\$ -	\$ 4,700.00
88	Payment/ Performance Bond	LS \$ 35,000.00	\$ 35,000.00	\$ 35,000.00	0.00			\$ 35,000.00	100.00%	\$ -	\$ 1,750.00
89	NPDES permit	LS \$ 575.00	\$ 575.00	\$ 575.00	0.00			\$ 575.00	100.00%	\$ -	\$ 28.75
90	Portable Toilet	LS \$ 1,265.00	\$ 1,265.00	\$ 1,265.00	0.00000			\$ 1,265.00	100.00%	\$ -	\$ 63.25

A	B	C	D	E	F	G	H	I					
ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
91	Special Retaining Wall - 4000 psi Concrete	CY	235	\$ 426.50	\$ 100,227.50	\$ 100,227.50	0.00			\$ 100,227.50	100.00%	\$ -	\$ 5,011.38
92	Special Retaining Wall - #6 reinforcing bar	LB	20000	\$ 0.80	\$ 16,000.00	\$ 16,000.00	0.00			\$ 16,000.00	100.00%	\$ -	\$ 800.00
93	Special Retaining Wall - #7 reinforcing bar	LB	16000	\$ 0.80	\$ 12,800.00	\$ 12,800.00	0.00			\$ 12,800.00	100.00%	\$ -	\$ 640.00
94	Special Retaining Wall - #57 Stone	CY	55	\$ 92.00	\$ 5,060.00	\$ 5,060.00	0.00			\$ 5,060.00	100.00%	\$ -	\$ 253.00
95	Special Retaining Wall - Geotextile Fabric	SY	300	\$ 8.25	\$ 2,475.00	\$ 2,475.00	0.00			\$ 2,475.00	100.00%	\$ -	\$ 123.75
96	Special Retaining Wall - Anti-Craffiti Tintable	1	LS	\$ 2,700.00	\$ 2,700.00	\$ -	1.00	\$ 2,700.00		\$ 2,700.00	100.00%	\$ -	\$ 135.00
97	Testing	1	LS	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00	0.00000			\$ 94,000.00	100.00%	\$ -	\$ 4,700.00
98	Inlet, Ditch Bottom E, Modified <10	1	EA	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	0.00			\$ 5,300.00	100.00%	\$ -	\$ 265.00
99	MES, Optional Round, 15" SD	1	EA	\$ 640.00	\$ 640.00	\$ 640.00	0.00			\$ 640.00	100.00%	\$ -	\$ 32.00
100	15" RCP	7	LF	\$ 89.50	\$ 626.50	\$ 626.50	0.00			\$ 626.50	100.00%	\$ -	\$ 31.33
101	U-Endwall, Std 261 w/Baffles, 42"	1	EA	\$ 7,100.00	\$ 7,100.00	\$ 7,100.00	0.00			\$ 7,100.00	100.00%	\$ -	\$ 355.00
102	Modify Exist. Curb Inlet to MH	1	EA	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	0.00			\$ 1,050.00	100.00%	\$ -	\$ 52.50
103	Barrier Wall, Rigid, Curb & Gutter (Non-Inlet)	320	LF	\$ 162.00	\$ 51,840.00	\$ 51,840.00	0.00			\$ 51,840.00	100.00%	\$ -	\$ 2,592.00
<b>North Hancock Rd Extension Ph IIIA - Roadway Construction Subtotal</b>					<b>\$ 7,200,531.50</b>	<b>\$ 7,012,429.00</b>		<b>\$ 188,102.50</b>		<b>\$ 7,200,531.50</b>		<b>\$ -</b>	<b>\$ 360,026.58</b>
<b>North Hancock Road Extension Phase IIIB - Roadway Construction</b>													
1	Mobilization	1	LS	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	0.00			\$ 57,500.00	100.00%	\$ -	\$ 2,875.00
2	Maintenance of Traffic	1	LS	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	0.00			\$ 25,500.00	100.00%	\$ -	\$ 1,275.00
3	Excavation Cut	11600	CY	\$ 2.15	\$ 24,940.00	\$ 24,940.00	0.00			\$ 24,940.00	100.00%	\$ -	\$ 1,247.00
4	Excavation Fill	1000	CY	\$ 1.50	\$ 1,500.00	\$ 1,500.00	0.00			\$ 1,500.00	100.00%	\$ -	\$ 75.00
5	Grading/Final Dressing	1	LS	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	0.00			\$ 5,300.00	100.00%	\$ -	\$ 265.00
6	Clear and Grub	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	0.00			\$ 25,000.00	100.00%	\$ -	\$ 1,250.00
7	12" Stabilized Subgrade (40 LBR)	10956	SY	\$ 4.10	\$ 44,919.60	\$ 44,919.60	0.00000			\$ 44,919.60	100.00%	\$ -	\$ 2,245.98
8	10" Limerock (2 lifts)	7358	SY	\$ 11.50	\$ 84,617.00	\$ 84,617.00	0.00000			\$ 84,617.00	100.00%	\$ -	\$ 4,230.85
9	1" Minimum FC 9.5	13490	SY	\$ 8.00	\$ 107,920.00	\$ 107,920.00	0.00			\$ 107,920.00	100.00%	\$ -	\$ 5,396.00
10	2.5" Minimum SP-12.5 (Traffic Level C)	13182	SY	\$ 11.20	\$ 147,638.40	\$ 147,638.40	0.00			\$ 147,638.40	100.00%	\$ -	\$ 7,381.92
11	1" Milling	4846	SY	\$ 2.50	\$ 12,115.00	\$ 12,115.00	0.00			\$ 12,115.00	100.00%	\$ -	\$ 605.75
12	Prime and Sand	9417	SY	\$ 0.40	\$ 3,766.80	\$ 3,766.80	0.00			\$ 3,766.80	100.00%	\$ -	\$ 188.34
13	Tack Coat	13182	SY	\$ 0.35	\$ 4,613.70	\$ 4,613.70	0.00			\$ 4,613.70	100.00%	\$ -	\$ 230.69
14	6" Limerock	2059	SY	\$ 8.35	\$ 17,192.65	\$ 17,192.65	0.00			\$ 17,192.65	100.00%	\$ -	\$ 859.00
15	1.5" SP 9.5 (Traffic Level A)	1751	SY	\$ 8.70	\$ 15,233.70	\$ 15,233.70	0.00			\$ 15,233.70	100.00%	\$ -	\$ 761.00
16	4" Traffic Separator Type 1 Option 2	520	LF	\$ 26.00	\$ 13,520.00	\$ 13,520.00	0.00			\$ 13,520.00	100.00%	\$ -	\$ 676.00
17	5" Concrete Sidewalk	135	SY	\$ 29.60	\$ 3,996.00	\$ 3,996.00	0.00			\$ 3,996.00	100.00%	\$ -	\$ 199.80
18	24" RCP	471	LF	\$ 52.80	\$ 24,868.80	\$ 24,868.80	0.00			\$ 24,868.80	100.00%	\$ -	\$ 1,243.44
19	18" RCP	1073	LF	\$ 42.00	\$ 45,066.00	\$ 45,066.00	0.00			\$ 45,066.00	100.00%	\$ -	\$ 2,253.30
20	Curb Ramp Type 21	6	EA	\$ 550.00	\$ 3,300.00	\$ 3,300.00	0.00			\$ 3,300.00	100.00%	\$ -	\$ 165.00
21	Detectable Warnings- Liquid applied or CIP	6	EA	\$ 425.00	\$ 2,550.00	\$ 2,550.00	0.00			\$ 2,550.00	100.00%	\$ -	\$ 127.50
22	Inlet Curb Type P-5	13	EA	\$ 2,790.00	\$ 36,270.00	\$ 36,270.00	0.00			\$ 36,270.00	100.00%	\$ -	\$ 1,813.50
23	Manhole P-7	2	EA	\$ 1,980.00	\$ 3,960.00	\$ 3,960.00	0.00			\$ 3,960.00	100.00%	\$ -	\$ 198.00
24	Type F Curb	3179	LF	\$ 12.25	\$ 38,942.75	\$ 38,942.75	0.00			\$ 38,942.75	100.00%	\$ -	\$ 1,947.14
25	Type E Curb	1997	LF	\$ 12.32	\$ 24,603.04	\$ 24,603.04	0.00			\$ 24,603.04	100.00%	\$ -	\$ 1,230.15
26	Valley Gutter	83	LF	\$ 14.00	\$ 1,162.00	\$ 1,162.00	0.00			\$ 1,162.00	100.00%	\$ -	\$ 58.10
27	Flowable Fill	112	CY	\$ 99.00	\$ 11,088.00	\$ 11,088.00	0.00			\$ 11,088.00	100.00%	\$ -	\$ 564.40
28	Erosion Control	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	0.00			\$ 16,000.00	100.00%	\$ -	\$ 800.00
29	Slit Fence	4000	LF	\$ 0.85	\$ 3,400.00	\$ 3,400.00	0.00			\$ 3,400.00	100.00%	\$ -	\$ 170.00



POSPIECH CONTRACTING, INC.  
 APPLICATION & CERTIFICATE FOR PAYMENT  
 Job: North Hancock Road Extension Ph IIIA and IIIB

A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OF E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
30	Sod	\$ 1.90	\$ 38,000.00	\$ 38,000.00	0.00	\$ -	\$ -	\$ 38,000.00	100.00%	\$ -	\$ 1,900.00
31	Thermoplastic Striping	\$ 14,500.00	\$ 14,500.00	\$ -	1.00	\$ 14,500.00	\$ -	\$ 14,500.00	100.00%	\$ -	\$ 725.00
32	Roadway Sign Removal/Installation	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	0.10	\$ 500.00	\$ -	\$ 5,000.00	100.00%	\$ -	\$ 250.00
33	Concrete Removal	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	0.00	\$ -	\$ -	\$ 3,700.00	100.00%	\$ -	\$ 185.00
34	Saw Cutting	\$ 1.65	\$ 3,300.00	\$ 3,300.00	0.00	\$ -	\$ -	\$ 3,300.00	100.00%	\$ -	\$ 165.00
35	Asphalt Removal	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	0.00	\$ -	\$ -	\$ 11,500.00	100.00%	\$ -	\$ 575.00
36	Survey/Layout/As-Builts	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	0.00000	\$ -	\$ -	\$ 20,000.00	100.00%	\$ -	\$ 1,000.00
37	Payment/Performance Bond	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	\$ -	\$ 10,000.00	100.00%	\$ -	\$ 500.00
38	NPDES Permit	\$ 575.00	\$ 575.00	\$ 575.00	0.00	\$ -	\$ -	\$ 575.00	100.00%	\$ -	\$ 28.75
39	Portable Toilet	\$ 345.00	\$ 345.00	\$ 345.00	0.00000	\$ -	\$ -	\$ 345.00	100.00%	\$ 0.00	\$ 17.25
40	Turkey Farms Rd Speed Tables SP 12.5 Asphalt	\$ 54.25	\$ 39,494.00	\$ 39,494.00	0.00	\$ 7,500.00	\$ -	\$ 39,494.00	100.00%	\$ -	\$ 1,974.70
41	Turkey Farms Rd Speed Tables Thermo Striping	\$ 7,500.00	\$ 7,500.00	\$ -	1.00	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%	\$ -	\$ 375.00
42	Turkey Farms Rd Speed Tables Sign Installation	\$ 3,700.00	\$ 3,700.00	\$ -	1.00	\$ 3,700.00	\$ -	\$ 3,700.00	100.00%	\$ -	\$ 185.00
43	Testing	\$ 14,750.00	\$ 14,750.00	\$ 14,750.00	0.00000	\$ -	\$ -	\$ 14,750.00	100.00%	\$ -	\$ 737.50
44	Inlet Curb Type 6, <10	\$ 3,320.00	\$ 3,320.00	\$ 3,320.00	0.00	\$ -	\$ -	\$ 3,320.00	100.00%	\$ -	\$ 166.00
45	MES, Optional Round, 18" SD	\$ 775.00	\$ 775.00	\$ 775.00	0.00	\$ -	\$ -	\$ 775.00	100.00%	\$ -	\$ 38.75
46	Modify Exist. Curb Inlet to MH	\$ 1,050.00	\$ 2,100.00	\$ 2,100.00	0.00	\$ -	\$ -	\$ 2,100.00	100.00%	\$ -	\$ 105.00
	<b>North Hancock Rd Extension Ph IIIB - Roadway Construction Subtotal</b>		<b>\$ 985,042.44</b>	<b>\$ 958,842.44</b>		<b>\$ 26,200.00</b>	<b>\$ -</b>	<b>\$ 985,042.44</b>		<b>\$ 0.00</b>	<b>\$ 49,252.12</b>
<b>Alternate Bid #1 - City of Minneola Turkey Farms Water Main Relocation</b>											
1	Mobilization	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	0.00	\$ -	\$ -	\$ 27,000.00	100.00%	\$ -	\$ 1,360.00
2	Maintenance of Traffic	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	\$ -	\$ 4,500.00	100.00%	\$ -	\$ 225.00
3	16/20 inch DIP WM & Fittings R/R(Turkey Farms Rd)	\$ 166.00	\$ 123,670.00	\$ 123,670.00	0.00	\$ -	\$ -	\$ 123,670.00	100.00%	\$ -	\$ 6,183.50
4	8-inch PVC WM & Fittings R/R(Bridger Trail Court)	\$ 326.00	\$ 9,780.00	\$ 9,780.00	0.00	\$ -	\$ -	\$ 9,780.00	100.00%	\$ -	\$ 489.00
5	8-inch PVC WM & Fittings R/R(Big Sky Drive)	\$ 312.50	\$ 9,375.00	\$ 9,375.00	0.00	\$ -	\$ -	\$ 9,375.00	100.00%	\$ -	\$ 468.75
6	Removal of 4-inch PVC Water Main (Big Sky Court)	\$ 5.20	\$ 1,352.00	\$ 1,352.00	0.00	\$ -	\$ -	\$ 1,352.00	100.00%	\$ -	\$ 67.60
7	20-inch Line Stop Assembly	\$ 5,400.00	\$ 10,800.00	\$ 10,800.00	0.00	\$ -	\$ -	\$ 10,800.00	100.00%	\$ -	\$ 540.00
8	20-inch Gate Valve and Appurtenances	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	\$ -	\$ 20,000.00	100.00%	\$ -	\$ 1,000.00
9	20-inch Gate Valve Reinstallation	\$ 2,375.00	\$ 2,375.00	\$ 2,375.00	0.00	\$ -	\$ -	\$ 2,375.00	100.00%	\$ -	\$ 118.75
10	Fire Hydrant Assembly Relocates	\$ 4,400.00	\$ 8,800.00	\$ 8,800.00	0.00	\$ -	\$ -	\$ 8,800.00	100.00%	\$ -	\$ 440.00
11	1-inch Potable Water Service Line	\$ 7.65	\$ 1,912.50	\$ 1,912.50	0.00	\$ -	\$ -	\$ 1,912.50	100.00%	\$ -	\$ 95.00
12	Flowable Fill (Foggate Road)	\$ 86.00	\$ 20,382.00	\$ 20,382.00	0.00	\$ -	\$ -	\$ 20,382.00	100.00%	\$ -	\$ 1,019.10
13	Testing	\$ 4,550.00	\$ 4,550.00	\$ 4,550.00	0.00	\$ -	\$ -	\$ 4,550.00	100.00%	\$ -	\$ 227.50
	<b>Alternate Bid #1 - City of Minneola Turkey Farms WM Relocation Subtotal</b>		<b>\$ 244,496.50</b>	<b>\$ 244,496.50</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 244,496.50</b>		<b>\$ -</b>	<b>\$ 12,224.83</b>
<b>Change Order No. 1</b>											
CO01-01	Deduct/Gravity Wall/Guidesail Sta. 242+10 to 245+80	\$ 46,338.43	\$ (46,338.43)	\$ (46,338.43)	0.00	\$ -	\$ -	\$ (46,338.43)	100.00%	\$ -	\$ (2,316.92)
CO01-02	Deduct/Add:560LF 5' Sidewalk, replace w/asphalt	\$ 6,173.92	\$ 6,173.92	\$ 6,173.92	0.00	\$ -	\$ -	\$ 6,173.92	100.00%	\$ -	\$ 308.70
CO01-03	Add: Temp curb ramp, prvnt marking & sidewalk for HS	\$ 18,273.22	\$ 18,273.22	\$ 18,273.22	0.00	\$ -	\$ -	\$ 18,273.22	100.00%	\$ -	\$ 913.66
CO01-04	Delete: Proposed gravity wall/replace w/retaining wall Sta. 234+20 to 236+40	\$ 40,281.43	\$ 40,281.43	\$ 40,281.43	0.00	\$ -	\$ -	\$ 40,281.43	100.00%	\$ -	\$ 2,014.07
	<b>Change Order No. 1</b>		<b>\$ 18,390.14</b>	<b>\$ 18,390.14</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,390.14</b>		<b>\$ -</b>	<b>\$ 919.51</b>

A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	QUANTITY	UNIT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+F+G)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
<b>Change Order No. 2</b>											
1	Modify signal at Old Hwy 50 W (COR008) New Construction & MOT Ph 1C due to 5' Elev. Differences between N. Hancock Rd & Turkey Farm Rd at Big Sky side st. and School Bus loop Access Rd (COR004)	\$ 17,488.25	1	LS	\$ 17,488.25	\$ 0.00		\$ 17,488.25	100.00%	\$ -	\$ 874.41
2	Add perm. & temp sidewalk at Bridger Ct & Turkey Farm Rd; temp stop signs & pavement markings during Ph 2; add (1) contract day (COR 003)	\$ 8,880.32	1	LS	\$ 8,880.32	\$ 0.00		\$ 8,880.32	100.00%	\$ -	\$ 444.02
3	Remove & Reconstruct return curbs at the N Hancock Rd and Old 50 W Intersection; Add (1) day; to contract (COR 002)	\$ 12,203.74	1	LS	\$ 12,203.74	\$ 0.00		\$ 12,203.74	100.00%	\$ -	\$ 610.19
4	Add pedestrian school access between main school entrance and Fosgate Rd; add (1) contract day (COR001)	\$ 9,393.89	1	LS	\$ 9,393.89	\$ 0.00		\$ 9,393.89	100.00%	\$ -	\$ 469.69
5	Modify Trail along Old 50W; Revise existing trail connection; minor modify to storm water collection and add temp trail & driveway access related to new MOT Ph 2A (COR 005)	\$ 5,368.31	1	LS	\$ 5,368.31	\$ 0.00		\$ 5,368.31	100.00%	\$ -	\$ 268.42
6	Add asphalt overbuild at Old 50W not shown on plans to correct excess slope issues of existing pavement & to match elevation of Ph 1B roadway to new Ph 2 roadway and add (1) contract day (COR007)	\$ (12,467.04)	1	LS	\$ (12,467.04)	\$ 0.00		\$ (12,467.04)	100.00%	\$ -	\$ (623.35)
7	Add MOT Ph 2A to provide for closure and detour of Fox Trail Ave (COR006)	\$ 12,580.00	1	LS	\$ 12,580.00	\$ 0.00		\$ 12,580.00	100.00%	\$ -	\$ 629.00
8	Add construction of a signal protected left turn lane off N. Hancock Rd onto Old 50W to resolve traffic issues (COR009)	\$ 5,280.60	1	LS	\$ 5,280.60	\$ 0.00		\$ 5,280.60	100.00%	\$ -	\$ 264.03
9		\$ 10,768.15	1	LS	\$ 10,768.15	\$ 0.00		\$ 10,768.15	100.00%	\$ -	\$ 538.41
<b>Change Order No. 2</b>		\$ 69,496.22			\$ 69,496.22	\$ -		\$ 69,496.22		\$ -	\$ 3,474.81
<b>GRAND TOTAL</b>		\$ 8,517,956.80			\$ 8,303,654.30	\$ 214,302.50	\$ -	\$ 8,517,956.80		\$ 0.00	\$ 425,897.84

CONSENT OF SURETY  
TO PARTIAL PAYMENT  
TO CONTRACTOR

Bond No. 016057579

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PROJECT: North Hancock Road Extension Phase IIIA and IIIB , Lake County FL  
(Name, Address)

ARCHITECT'S PROJECT NO: 2014-11; Bid No.

14-0030

TO: (Owner)

Lake County Board of County Commissioners  
437 Ardice Avenue  
Eustis, FL 32726

CONTRACT FOR: Construction

CONTRACT DATE:

Contractor: Pospiech Contracting, Inc.

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (type the name of the surety)

Liberty Mutual Insurance Company , SURETY,

on bond of (type the name of the Contractor)

Pospiech Contracting, Inc. , CONTRACTOR,

hereby approves the partial payment to the Contractor and agrees that partial payment to the Contractor shall not relieve the Surety Company of any of its obligations to (type Owner's name)

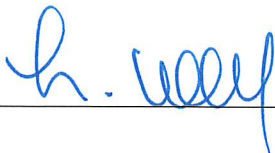
Lake County Board of County Commissioners , OWNER

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

The Surety has hereunto set its hand this 31<sup>ST</sup> day of May, 2016.

Witness: \_\_\_\_\_



Liberty Mutual Insurance Company  
(Surety)

BY: \_\_\_\_\_

  
Benjamin H. French  
Attorney-In-Fact & FL Licensed Resident Agent

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACK AND.**  
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7050707

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

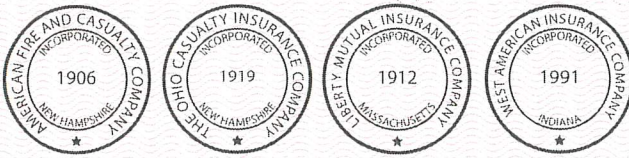
#016057579

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin H. French; Paul A. Locascio; Rebekah Wolf

all of the city of Gainesville, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of July, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 8th day of July, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31<sup>ST</sup> day of May, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

FIN PROJECT I.D.(s) 435515-1-58-01

DATE: May 25, 2016

North Hancock Road Extension Phase IIIA & IIIB

CONTRACT NO: LC 2014-11

Monthly:

Final:

Pospiech Contracting, Inc., Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all work done and all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between April 26, 2016 and May 25, 2016. Exceptions to these requirements are listed below.

1.) Item No.: No Exceptions  
Exception:

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2.) Item No.: \_\_\_\_\_  
Exception:

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3.) Item No.: \_\_\_\_\_  
Exception:

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4.) Item No.: \_\_\_\_\_  
Exception:

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5. Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

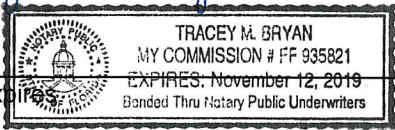
6.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

State of Florida  
County of Lake  
Sworn to and subscribed before me this 25th day  
of May, 2016, by Michael C. Davis  
(Print name of person signing Certification)

Tracey M Bryan  
Notary Public



Commission Expires \_\_\_\_\_  
Personally Known X or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Michael C. Davis  
Quality Control Manager

Michael C. Davis  
By  
Central Testing Laboratory, Inc.  
Company

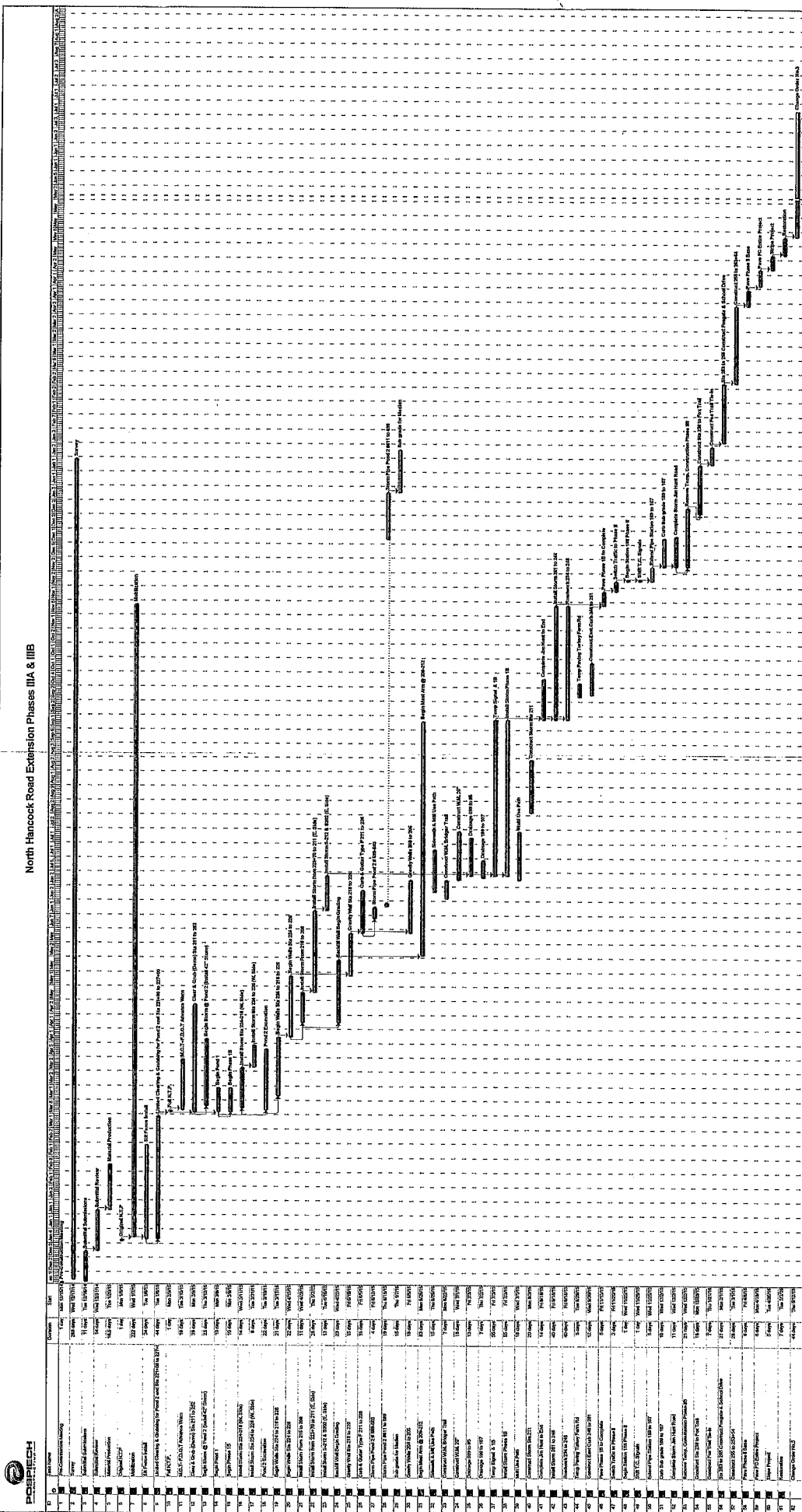
State of Florida  
County of \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(Print name of person signing Certification)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Commission Expires \_\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

North Hancock Road Extension Phases IIIA & IIIB



Schedule Indicates Contract Duration Increase Per CO-03.

*Robert P. Ruhl*  
 Robert P. Ruhl, Tierra, Inc.

## Marchese, Deborah

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**From:** Marchese, Deborah  
**Sent:** Thursday, June 09, 2016 8:21 AM  
**To:** 'gbracken@pospiechcontracting.com'  
**Cc:** Scott, Jimmy; Koontz, Lori  
**Subject:** FW: Hancock Rd Quantities Paid

Tracking:	Recipient	Read
	'gbracken@pospiechcontracting.com'	
	Scott, Jimmy	Read: 6/9/2016 8:22 AM
	Koontz, Lori	Read: 6/9/2016 8:21 AM

Gary,

Please see the e-mail below that we received from Rick with Formasters.

Thanks,  
Deb

-----Original Message-----

From: Ricky Basso [<mailto:formasters@earthlink.net>]  
Sent: Wednesday, June 01, 2016 7:47 AM  
To: Marchese, Deborah  
Subject: Re: Hancock Rd Quantities Paid

Deborah,

This is rick with Formasters! I just make you aware that Pospiech has still made no attempt to pay us and still owes us a significant amount of money!! Hopefully something can be done from the county to make sure subs are paid!!

Thanks,  
Rick

Sent from my iPhone



## Marchese, Deborah

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**From:** Marchese, Deborah  
**Sent:** Thursday, June 09, 2016 8:28 AM  
**To:** 'Ricky Basso'  
**Cc:** Koontz, Lori; Scott, Jimmy  
**Subject:** RE: Hancock Rd Quantities Paid  
**Attachments:** payment bond-1.pdf

Rick,

I have forwarded your e-mail and all other correspondence to Pospiech. Please be aware that there was a payment bond posted for this project and you may want to contact the surety for remedy. I have attached a copy of the payment bond for your convenience.

Thanks,  
Deb

-----Original Message-----

**From:** Ricky Basso [<mailto:formasters@earthlink.net>]  
**Sent:** Wednesday, June 01, 2016 7:47 AM  
**To:** Marchese, Deborah  
**Subject:** Re: Hancock Rd Quantities Paid

Deborah,

This is Rick with Formasters! I just make you aware that Pospiech has still made no attempt to pay us and still owes us a significant amount of money!! Hopefully something can be done from the county to make sure subs are paid!!

Thanks,  
Rick

Sent from my iPhone

## Marchese, Deborah

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**From:** Koontz, Lori  
**Sent:** Monday, June 06, 2016 4:08 PM  
**To:** Marchese, Deborah; Scott, Jimmy  
**Subject:** RE: Hancock Rd Quantities Paid

Deb,

I talked to Melanie about this.

If you haven't forwarded Rick's email to Pospiech, please do so. Then, reply back to Rick and tell him that you have forwarded his correspondence (and all previous correspondence....if there has been others...seems I recall at least one) and let him know that there is a payment bond on this project that he could contact the surety for remedy. Also provide the recording information of the document as well as the link or attach document.

Thank you,  
Lori

-----Original Message-----

From: Marchese, Deborah  
Sent: Wednesday, June 1, 2016 7:48 AM  
To: Koontz, Lori <[LKoontz@lakecountyfl.gov](mailto:LKoontz@lakecountyfl.gov)>; Scott, Jimmy <[JScott@lakecountyfl.gov](mailto:JScott@lakecountyfl.gov)>  
Subject: FW: Hancock Rd Quantities Paid

Just received this e-mail from the owner of Formasters.

Deb

-----Original Message-----

From: Ricky Basso [<mailto:formasters@earthlink.net>]  
Sent: Wednesday, June 01, 2016 7:47 AM  
To: Marchese, Deborah  
Subject: Re: Hancock Rd Quantities Paid

Deborah,

This is Rick with Formasters! I just make you aware that Pospiech has still made no attempt to pay us and still owes us a significant amount of money!! Hopefully something can be done from the county to make sure subs are paid!!

Thanks,  
Rick

Sent from my iPhone