

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-112**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 20 TO THE CONTRACT DATED AUGUST 8, 2007, WITH GLOBETEC CONSTRUCTION, LLC IN THE ORIGINAL AMOUNT OF \$28,916.180, FOR THE CONSTRUCTION OF THE SERVICE AREA 4 & 6 STORMWATER AND WASTEWATER COLLECTION SYSTEMS; ADJUSTING THE CONTRACT AMOUNT BY A DEDUCTIVE AMOUNT OF \$387,581.33 IN FAVOR OF THE CITY; ADJUSTING THE CONTRACT AMOUNT BY AN ADDITIVE AMOUNT OF \$106,532.82 IN FAVOR OF GLOBETEC CONSTRUCTION, LLC; ADDING 533 DAYS TO MAKE THE FINAL COMPLETION DATE OCTOBER 31, 2011; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in August of 2007 the City of Marathon (“City”) entered into a contract with Globetec Construction, LLC (“Globetec”) for Construction of the Service Areas 4 & 6 stormwater and wastewater collection systems (“Contract”); and

WHEREAS, proposed Change Order Number 20 with Globetec closes out the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:


Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Change Order No. 20, to the Contract between the City and Globetec attached hereto as “Exhibit A,” is hereby approved. The City Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22nd DAY OF NOVEMBER, 2011.

THE CITY OF MARATHON, FLORIDA



Pete Worthington, Mayor

AYES: Cinque, Keating, Ramsay, Snead, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

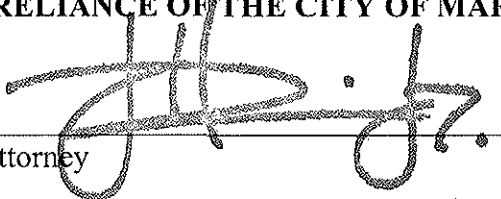
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

EXHIBIT "A"
CHANGE ORDER

CHANGE ORDER NO. 20

TO: City of Marathon

PROJECT: City of Marathon Service Area 4 & 6 Wastewater and Stormwater Project Contract dated August 8, 2007, in the amount of \$28,916,180

ENGINEER: Weiler Engineering Corporation

CONTRACTOR: Globetec Construction, LLC

DATE: November 2, 2011

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$ 28,916,180.00 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **changed** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages, or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement. This change order amends the contract by: 1) Changes the final completion date to October 31, 2011; 2) Reduces the contract value by \$323,247.77 through final unit quantity balancing; 3) Reduces the contract amount by \$170,866.38 for credits due; 4) Raises the contract amount by \$106,532.82 for substantiated claims received.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

THE CITY OF MARATHON
a Florida municipal corporation

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CHANGE ORDER SUMMARY

Change Order No. 20
 Project Title Area 4 & 6 Collection System Project
 Bid No. N/A
 Owner: City of Marathon
 Contractor: GlobeTec Construction, LLC
 Agreement Date: August 8, 2007

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	<u>\$28,916,180.00</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$31,127,436.36</u>
(3)	Total Proposed Change in Contract Price	<u>\$ -387,581.33</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$30,739,855.03</u>

AREA 4

(5)	Original Contract Time -- Substantial Completion	<u>720 Days</u>
(6)	Original Contract Time -- Final Completion	<u>780 Days</u>
(7)	Current Contract Time (Adjusted by Previous Change Orders)	<u>958 Days</u>
(8)	Total Proposed Change in Contract Time	<u>533 Days</u>
(9)	New Contract Time (Item 6 + Item 7)	<u>1491 Days</u>
(10)	Original Contract Substantial Completion Date	<u>September 20, 2009</u>
(11)	New Contract Substantial Completion Date	<u>September 1, 2011</u>
(12)	Original Contract Final Completion Date	<u>November 19, 2009</u>
(13)	New Contract Final Completion Date	<u>October 31, 2011</u>

AREA 6

(14)	Original Contract Time -- Substantial Completion	<u>330 Days</u>
(15)	Original Contract Time -- Final Completion	<u>360 Days</u>
(16)	Current Contract Time (Adjusted by Previous Change Orders)	<u>777 Days</u>
(17)	Total Proposed Change in Contract Time	<u>531 Days</u>
(18)	New Contract Time (Item 6 + Item 7)	<u>1308 Days</u>
(19)	Original Contract Substantial Completion Date	<u>February 25, 2009</u>
(20)	New Contract Substantial Completion Date	<u>October 1, 2011</u>
(21)	Original Contract Final Completion Date	<u>March 27, 2009</u>
(22)	New Contract Final Completion Date	<u>October 31, 2011</u>

EXHIBIT "A"

CHANGES ORDERED

ITEM 1 – Unit Quantity Balancing Changes

Description of Change: Balancing change of contract quantities to match final installed quantities for bid items and Change Orders 1 through 18.

Reason for Change: To adjust the contract quantities to the actual final installed quantities so that the total Contract Amount minus Amount Earned will result in a balance of \$0.00 and to adjust the contract time to coincide with contract closure. See Attachment A for detailed backup.

Scope of Work: N/A

Change in Contract Price: -\$323,247.77

Change in Contract Time: Area 4 - 533 Days, Area 6 - 531 Days

ITEM 2 – Deduction of Credits Due to the City

Description of Change: Adjusting the Contract Amount by subtracting credits due to the City.

Reason for Change: Negotiated reductions in price and adjustments to amounts earned that are not included in the Unit Quantity Balancing Change need to be applied to the Amount Earned in order for the City to receive the credits due. See Attachment B for details.

Scope of Work: N/A

Change in Contract Price: -\$170,866.38

Change in Contract Time: 0 Days

ITEM 3 – Payment for Additional Work Performed

Description of Change: Provide payment to Globetec for work performed that was not included in Unit Quantities or previous change orders.

Reason for Change: After completion of work, Globetec filed claims for work that they claim was performed on behalf of the City but for which they were not compensated. The Engineer evaluated all the claims and determined that some had merit. The Engineer has calculated the payment due. This change item adds the payment for this work to the Earned Amount.

Scope of Work: See Attachment C for details

Change in Contract Price: \$106,532.82

Change in Contract Time: 1 Day

AREA 4 & 6 CHANGE ORDER HISTORY			
No.	Description	Change in Contract Price	Change in Contract Time
1	Sombrero Blvd. Road Repair Airport FM/Elec Work Lynmead Area Road Replacement Tingler Rd. Improvements Asphalt Leveling Course	\$ 69,002.32	0 Days
2	122 nd St. Ocean Road Reconstruction Louisa St. & 39 th St. Intersection City Marina Lift Station & Force Main	\$361,250.00	0 Days
3	Sombrero Blvd. Road Raising Copa d'Oro West Road Raising Avenue K Lynmead Stormwater Modification	\$602,059.00	0 Days
4	Avenida Primiceria Road Raising Camino del Vientos Road Reconstruction Bulevar de Palmas Road Reconstruction Avenue H Road Reconstruction	\$247,730.12	0 Days
5	TIME EXTENSION ONLY	\$ 0.00	16 - 77 Days
6	Sombrero Blvd. Equalization Pipe Sombrero Blvd. Geotex Road Reconstruction Drainage Structure Adjustments Sombrero Blvd. Mill & Resurface Corte Chica & Corte de Luna Mill & Resurface Calzada de Bougainvillea Mill & Resurface 2 nd Ave. Concrete Curb	\$ 24,068.52	0 Days

7	51 st St. Gulf -- Relocate Catch Basin	\$ 1,045.50	0 Days
8	Sombrero Blvd. Changes & Overlay Bike Path	\$649,632.20	0 Days
9	Additional 3" Connection at Dockside Lounge	\$ 16,119.39	0 Days
10	TIME EXTENSION ONLY	\$ 0.00	A6 - 127 Days
11	TIME EXTENSION ONLY	\$ 0.00	A4 - 30 Days A6 - 30 Days
12	Area 6 U.S.-1 Redesign Ave. D Injection Well Abandonment Drainage Structure Adjustments Quantity Under-run Adjustments	-\$326,374.61	A6 - 125 Days
13	Avenue K Deductive Scope of Work	-\$161,199.38	0 Days
14	Area 3 Work Shift to Area 4 Calle Ensueno Injection Well Abandonment Loggerhead Ln. Resident Change Modification US-1 Additional 4" Sewer Crossing	\$275,190.06	A4 - 122 Days
15	Spoonbill Sewer/Storm Lateral Modification	\$ 3,617.33	0 Days
16	Asphalt Patch Restoration -- 51 st & 52 nd St.	\$ 13,500.00	A4 - 3 Days
17	46 th St. Asphalt Restoration 42 nd St. Water Main Replacement 51 st St. Wendy's Sewer Connection Relocation Sea Dell Motel Additional Sewer Connection 37 th St. Sewer Redesign/Area 3 Work to Area 4	\$154,744.29	A4 - 23 Days
18	Area 6 US-1 Redesign -- Water Main Conflicts	\$425,006.52	A6 - 58 Days
19	Deduction for Production of Record Drawings	-\$144,134.90	0 Days
20	Unit Quantity Balancing Changes Deduction of Credits Due City Payment for Additional Work	-\$323,247.77 -\$170,866.38 <u>\$106,532.82</u>	A4 - 533 Days A6 - 531 Days
	Total CO#19	-\$387,581.33	
TOTAL -- Change Orders to Date		\$1,823,675.03	
TOTAL TIME EXTENSION		Area 4	1491 Days
		Area 6	1308 Days

Contract Change Order No. 28 Attachment "A"
Item No 1 Final Quantities Adjustment

Contract Item	UNIT	UNIT COST	BID QTY	INSTALLED QTY	CONTRACT AMOUNT	AMOUNT PLACED	CHANGE ORDER QTY	CHANGE ORDER AMOUNT
Area 4								
TOTAL BID AMOUNT AREA 4 :					\$19,299,609.00	\$17,153,200.00		\$2,146,409.00
ADJUSTED TOTAL AMOUNT AREA 4 :								
Area 6								
TOTAL BID AMOUNT AREA 6 :					\$9,581,380.00	\$8,504,883.00		\$1,076,497.00
ADJUSTED TOTAL AMOUNT AREA 6 :								
Area 4 & 6 Totals					\$28,881,000.00	\$25,658,083.00		\$3,222,917.00
					\$2,155,391.26	\$2,155,219.20		\$176,172.06
Total					\$31,036,391.26	\$27,813,302.20		\$3,223,089.06

Change Order #20 - Attachment "B"

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects.

Item No.	Description	Amount Claimed	Amount Recommended	Comment
1	Overhead & Profit increase on Change Order No. 1	\$56,821.54	\$0.00	Contract allows UP TO 10% each for Profit and Overhead for a total of 20%. Globetec only requested 15%. Change order was approved and executed by both parties. Stands as executed.
2	Kmart Gravity Sewer Relocation	\$157,065.25	\$8,335.00	<ul style="list-style-type: none"> • Recommend approval for \$1000 for pump truck expenses • Claim of \$14,285.76 for concrete ramp restoration is not supported. Based on average cost per cubic yard for formed and placed concrete in the area, \$7335.00 is recommended. • Recommend \$0.00 compensation for equipment repairs by Vermeer. Repair work not consistent with damage due to electrical contact. • Possible compensation of \$2934.79 for repairs to unmarked conduit may be claimed against property owner. Civil matter.
	Additional asphalt at 122 nd St	\$5,904.00	\$0.00	Job was unit cost based on SY. Road was to be rebuilt to original grades. Additional asphalt was allegedly used to adjust grade to match existing driveways, correction elevation deficiencies in lower lifts. Non-compensable
	Structure S-80 Grade Adjustment	\$4,716.00	\$0.00	Installed 9/15/08 at design elevation (existing grade before road work). After road bed was re-worked, the structure was no longer at grade and had to be adjusted. Adjustment was a result of Globetec's grading work. Non-compensable.
	Additional 3" connection at Avenue I	\$30,435.35	\$0.00	3" vacuum connections are at a unit cost of \$400 each. This was paid at unit cost. No backup for any additional or unusual conditions provided. No additional compensation recommended.
	Additional drainage at Ave. F	\$42,713.45	\$0.00	Change # 23, 177 LF of 18" perforated pipe @ \$109/LF = \$19,293.00, S-98 = \$4,000.00. Paid as quantities. No additional compensation recommended

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects.

	Additional drainage at Ave. G	\$22,256.42	\$0.00	22 LF of 18" perforated pipe @ \$109/LF = \$6,398.00, paid as quantities. No additional compensation recommended
	Additional work at Cocoplum Bridge	\$7,008.87	\$0.00	No backup provided. Rework was not the responsibility of the City. Non-compensable
3	Additional Silt Fence/Erosion Control	\$152,162.38	\$0.00	Section 00700 requires that the Contractor confine work to the ROW, protect property of others and comply with all regulatory requirements. Technical Specifications require the Contractor to maintain sediment and erosion control at all times. Known requirements at the time of bid. Non-compensable.
4	Additional Trench Restoration due to redesign changes	\$246,615.00	\$70,048.50	See spreadsheet
5	Excessive Bedding Material beyond contract bedding requirements	\$492,100.38	\$0.00	WEC inspectors do not direct the Work. "Excess bedding" was #57 rock elected to be used by Globetec in lieu of dewatering the trenches. Means and methods choice, non-compensable.
6	Additional Survey Work	\$9,225.00	\$0.00	It is the contractor's responsibility to properly stake out the project. It was determined that the gravity services were being place incorrectly, landing within private property or not adjacent to properties.
7	Swale Reconstruction at Camino del Vientos, 41 st St and 43 rd St. gulf	\$20,885.40	\$0.00	Swales were not satisfactorily constructed per previously agreed upon criteria. Did not provide positive drainage as verified by WEC survey. Rework needed due to unacceptable construction by GT subcontractor is Non-Compensable.
8	Additional 1.25" in lieu of 1" asphalt patch work for entire project	\$331,160.61	\$0.00	A credit of \$65,000 was given to the City for reducing the bid asphalt requirements from 1.5" of S-1 for patch and 1.5" of S-3 for overlay to 1" each. In summer of 2009, the City instructed Globetec to place 1.25 inches of S-1, increasing the thickness of patch ONLY by 0.25". In late October, 2009 WEC instructed Globetec to begin placing 0.75" of S-3 in lieu of 1" to offset the extra tonnage. It is not credible that the 0.25" decrease in full overlay yardage did not offset 3 months of 0.25" patch only

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects.

				yardage. The City may be due a credit for the overlay tonnage reduction.
9	Abandonment of 2" WM at 122 nd St. and relocation of services to 6" WM	\$50,835.52	\$0.00	The location of the water mains and the materials of construction were known to Globetec prior to proposing the roadbed replacement Change Order since they had already installed the sanitary and storm components. Meeting notes show that WEC directed Globetec to protect the 2" pipe but Globetec elected to abandon the 2" to expedite the reconstruction of the roadbed. Means and methods choice by Globetec. Non-compensable
10	Excessive MOT requirements	\$1,205,015.75	\$0.00	The bid documents clearly state that the FDOT requirements are to be followed. Globetec submitted proposed MOT plans for review and approval. WEC and City required Globetec to follow the approved MOT plans that they had submitted. Nothing beyond standard FDOT 600 Series was required. Non-compensable.
11	Handling and Storage of all excavated material beyond Contractual obligations	\$386,473.34	\$0.00	Globetec did not declare the material to be excess but hauled it to their yard for processing and use in the project as backfill. The contract documents clearly state that the excavated material is to be used in the project unless declared excess, at which time the City may elect to receive the fill, with Globetec moving it anywhere designated within the City limits. Moving the fill from the point of excavation to their yard prior to declaring it excess does not qualify as moving it once at City direction. Non-compensable.
12	Additional vacuum main testing at Sombrero Beach Road	\$38,053.99	\$0.00	The condition was known prior to bid. Globetec was free to propose an alternative to flushing and final 4-hour test without using the vacuum pumps at the WWTP but did not do so. Non-compensable.
13	Adjustment of already installed vacuum pit lids at	\$44,984.51	\$17,263.54	Cost of adjusting rings, \$8,040.00 is compensable. The T&M claimed for installation is not credible. Assume 8 hours per

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects.

	Loggerhead Area			adjustment. Only 5 adjustments needed due to City's requested leveling course. 3 were already too low. Recommend T&M of \$5513.33. Add profit, overhead, bonds and insurance for a total recommended compensation of \$17,263.54
14	Soft digging to locate existing conflicting utilities not shown on drawings to facilitate redesign	\$10,455.00	\$0.00	See Section 00500 Article 7.4 and 00700 SS 4.2.3. Non-compensable
15	Reconstruction anti-floating devices for Type A vacuum pits	\$116,468.42	\$0.00	Insufficient ballast was a result of Globetec's construction. The requirement to follow the Flood Plain Management requirements can't be waived. Adequate anti-floatation is not optional. Non-compensable.
16	Sombrero Beach Emergency Road Repairs	\$28,746.94	\$0.00	The sink-hole formation was a result of a latent defect in the installation of the storm pipe lateral connection. That defective work was performed by Globetec under another contract. See Section 0700 SS 12.9. Non-compensable as this was a latent defect in Globetec's prior work.
17	Flowable fill implementation in lieu of required trench restoration	\$498,197.97	\$0.00	The use of flowable fill in lieu of compacted trench backfill and limerock was an option selected by Globetec, not directed by the City or Engineer. Means and methods. Non-compensable
18	18" Drainage tie-in at Lynnead St.	\$11,231.05	\$2,369.00	T&M is excessive. Our records show that the mainline crew kept working, two men spent one hour cutting and plugging the line on 3/31/08 and end of day, and two men made tie-in in two hours, morning of 4/1/08. Previously submitted pricing in Letter 1407 / 00025 is recommended.
19	18" Drainage tie-in at 39 th St. and Washington Intersection	\$11,231.05	\$0.00	Shown on plans as bid with instructions to perform tie-in. Known at time of bid. Non-compensable
20	New Golf Course Driveway at Manor Lane	\$6,178.95	\$0.00	Swale was shown on plans passing through driveway. Known at time of bid. Globetec only constructed stabilized swale, did not install pipe. Non-compensable

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects.

21	Removal of conflicting existing well control structure at Avenue D of Area 6	\$6,137.53	\$0.00	Abandonment of the well on Avenue D was paid as part of Change Order No. 12 in the amount of \$8,979.00. This amount was intended to compensate for removal of the well control structure followed by filling and abandonment of the well. No further compensation due.
22	Cost of Density Testing	\$146,108.63	\$0.00	Conflicting specifications. More restrictive applies when conflict arises. Also, should have been notified of the discrepancy prior to bid, per contract documents. This issue has been previously addressed. Non-compensable
23	3" vacuum piping repairs at the vicinity of 12670 Overseas Highway	\$11,161.96	\$1,871.27	Reportedly damaged by City's electrical contractor. However, T&M claim is not credible. Based on crew size, equipment needs and time worked, recommend \$1,817.27.
24	Redesign 3" connection to vacuum pit 079-3A	\$5,116.89	\$2,405.08	T&M as provided is not credible. Based on manpower and equipment needs, compensation of \$2,405.08 is recommended for this longer than average vacuum lateral connection
25	Redesign of 3" connection to vacuum pit 104-3A	\$8,402.23	\$2,104.45	T&M as provided is not credible. Based on manpower and equipment needs, compensation of \$2,104.45 for this longer than average vacuum lateral is recommended
26	Additional compaction retesting at the US 1 Area 6 Corridor	\$112,799.24	\$0.00	Failed to test lower lifts per contract requirements necessitating retesting. Non-compensable
27	Additional vacuum pits retesting	\$114,971.54	\$0.00	No testing records, claim is unsupported. Non-compensable.
28	Vacuum Main Reinstallation at Sombrero Boulevard	\$436,667.87	\$0.00	10" vacuum main was found to be retrograde, had bellies. Defective work. Non-Compensable. Previously addressed.
29	Repairs of Sewer Laterals	\$334,475.88	\$0.00	Correction of defects due to Globetec installation is Non-Compensable. If Globetec contends that some repairs were necessitated by damage done by others, specifics must be provided separately from this general contention.
Total Recommended Compensation			\$104,396.84	

Globetec Claims for Marathon Areas 4 and 6 Sanitary and Stormwater Collection System Projects
Additional Claims Dated August 24, 2011

Item No.	Description	Amount Claimed	Amount Recommended	Comment
1	Emergency work at 2001 Sombrero Boulevard to correct cleanout damage. Monetary claim and time claim.	\$8,161.00 165 Days	\$2,135.98 1 Day	Work crew consisted of 4 men and a backhoe, accept 7 hours work and 0.4 of the mobilization.
2	Extra work on Record Drawings	\$84,562.50	\$0.00 0 Days	Satisfactory record drawings, as required by the contract, we not provided by Globetec. The cost of producing record drawings was incidental to the cost of the work and no additional payment for any claimed effort is due. Globetec has failed to produce record drawings for either Areas 4 or 6.
3	Correction of punchlist deficiencies on 120 th Street Gulf. Monetary and time claim.	\$75,805.08 420 days	\$0.00 0 days	The work on 120 th St. Gulf and on 2 nd Avenue was required to correct deficiencies in the work. The curb replacement and other work was to be performed as restoration to the pipe work. Correcting the deficiencies at no cost to Owner is a condition of the contract.
4	Punch list items to correct deficiencies	\$91,697.00 26 days	\$0.00 0 Days	No compensation or time is due for correction of deficiencies or for completion of punchlist items. The punchlist items were a result of Globetec's work and were not caused by other as claimed.
Total of Additional Claims		\$260,225.68 611 Days	\$2,135.98 1 Day	Additional Recommended Compensation
Total of Previous Claims		\$5,162,783.81 0 Days	\$104,396.84 0 Day	Original Recommended Compensation
Total of All Claims		\$5,423,009.49 611 Days	\$106,532.82 1 Day	Total Recommended Compensation

Change Order #20 Attachment "C"
Additional Credits Due the City of Marathon

Item No.	Description	Units	Explanation	
1	Area 4 Asphalt Credit	LS	Asphalt roadway trench repair change of scope: no separate bid item assigned - incidental to pipeline construction	\$44,200.00
2	Area 6 Asphalt Credit	LS	Asphalt roadway trench repair change of scope: no separate bid item assigned - incidental to pipeline construction	\$20,800.00
3	Area 4 Pay Item #3	LF	531 feet of vacuum main on US1 were verified double paid: once in quantities and once via change order- 531LF x \$70/LF	\$37,170.00
4	Area 4 Pay Item #4	LF	529 feet of vacuum main on US1 were verified double paid: once in quantities and once via change order- 529LF x \$80/LF	\$42,320.00
5	Area 4 Pay Item #36	LF	Asphalt quantities were verified double paid: Copa D'Oro 1152SY and Avendia Primiciera 815SY = (1152+815)x\$13/SY	\$25,710.00
6	Area 4 Change Order #3	LF	Change order #3 total completed was \$56,637.62 however \$57,304.00 was paid. An overpayment of \$666.38	\$666.38
			TOTAL CREDIT DUE	\$170,866.38