

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2012-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER #10 TO WHARTON-SMITH, INC. CONTRACT DATED JULY 27, 2010, IN THE AMOUNT OF \$4,227,000 FOR SA5 WWTP FOR AN AMOUNT NOT TO EXCEED \$78,830; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the "City") entered into a contract with Wharton-Smith, Inc., ("Wharton-Smith") for construction of the Service Area 5 wastewater treatment plant expansion project (the "Project") in July 2010 (the "Contract"); and

**WHEREAS**, this Change Order encompass unanticipated construction issues associated with the Project resulting in an increase in the Contract cost in an amount not to exceed \$78,830.00 and a change of 99 days to substantial completion (achieved on January 31, 2012) and 128 days for Final Completion (March 30, 2012).

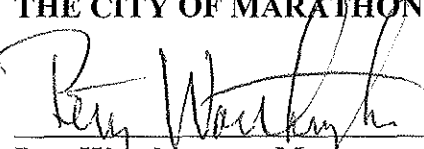
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Change Order 10 to the Contract between the City and Wharton-Smith 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 28<sup>th</sup> DAY OF FEBRUARY, 2012.**

**THE CITY OF MARATHON, FLORIDA**  
  
\_\_\_\_\_  
**Pete Worthington, Mayor**

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

**ATTEST:**

Diane Clavier  
Diane Clavier, City Clerk

(City Seal)

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

[Handwritten Signature]  
City Attorney

CHANGE ORDER NO. 10

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TO: City of Marathon

PROJECT: City of Marathon Service Area 5 WWTP Expansion  
Resolution 2010-78 dated July 27, 2010, in the amount of \$4,227,000

ENGINEER: Weiler Engineering Corporation

CONTRACTOR: Wharton-Smith Inc.

DATE: February 12, 2011

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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.

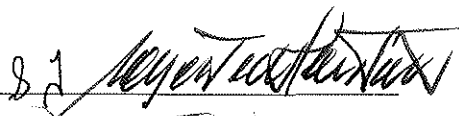
This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$4,227,000.00 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.

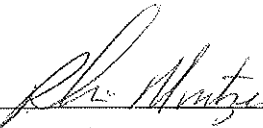
By signing below the parties indicate acceptance of this Change Order as set forth herein.

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THE CITY OF MARATHON  
a Florida municipal corporation

CONTRACTOR

By:   
Name: Roger T. Hernstadt  
Title: CITY MANAGER

By:   
Name: Paul W. Minster  
Title: PROJECT MANAGER

END OF SECTION

## CHANGE ORDER SUMMARY

Change Order No. 10  
Project Title Service Area 5 WWTP Expansion  
Bid No. N/A  
Owner: City of Marathon  
Contractor: Wharton-Smith Inc.  
Agreement Date: July 27, 2010

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>\$4,227,000.00</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$4,432,654.00</u>
(3)	Total Proposed Change in Contract Price	<u>\$ 78,830.00</u>
(4)	<b>New Contract Price (Item 2 + Item 3)</b>	<b><u>\$4,511,484.00</u></b>
(5)	Original Contract Time (Substantial)	<u>330 Days</u>
(6)	Original Contract Time (Final)	<u>360 Days</u>
	<u>Adjustments by Previous Change Orders:</u>	
(7)	Substantial Completion	<u>360 Days</u>
(8)	Final Completion	<u>390 Days</u>
(9)	Total Proposed Change in Contract Time to Substantial	<u>99 Days</u>
(10)	Total Proposed Change in Contract Time to Final	<u>128 Days</u>
(11)	<b>Revised Substantial Contract Time (Item 7 + Item 9)</b>	<b><u>488 Days</u></b>
(12)	<b>Revised Final Contract Time (Item 8 + Item 9)</b>	<b><u>518 Days</u></b>
(13)	Original Contract Substantial Completion Date	<u>September 24, 2011</u>
(14)	Original Contract Final Completion Date	<u>October 24, 2011</u>
(15)	<b>Revised Contract Substantial Completion Date</b>	<b><u>January 31, 2012</u></b>
(16)	<b>Revised Contract Final Completion Date</b>	<b><u>March 30, 2012</u></b>

# EXHIBIT "A"

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## CHANGES ORDERED

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### ITEM 1 – Installation of Anode Testing Wires

<b>Description of Change:</b>	<b>Addition of anode testing wires in Aquastore glass lined tanks as described on WS proposal #33 rev A. This work was previously approved on Work Directive #7 dated November 12, 2011.</b>
<b>Reason for Change:</b>	<b>During the course of construction it was required that the glass lined Aquastore tanks be repaired on the inside. Anodes were added for cathodic protection and these wires will allow the testing of these anodes without the requirement of emptying the tanks.</b>
<b>Scope of Work:</b>	<b>Purchase and installation of four (4) each #10 AWG anode testing wires (2 per Aquastore tank) and associated conduit.</b>
<b>Change in Contract Price:</b>	<b>\$1,228.00</b>
<b>Change in Contract Time:</b>	<b>0 Days</b>

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### ITEM 2 – Installation of Auxiliary Contacts for MCCA Communication

<b>Description of Change:</b>	<b>Addition of auxiliary electrical contacts to allow status signals to be sent to the new control panel as described on WS proposal #38. This work was previously approved on Work Directive #7 dated November 12, 2011.</b>
<b>Reason for Change:</b>	<b>The existing MCCA (the motor control center located in the vacuum building) did not have the required number of auxiliary contacts needed to send all the required status signals over to the new control panel.</b>
<b>Scope of Work:</b>	<b>Purchase and installation of fifteen (15) each additional auxiliary contact sets for existing Cutler-Hammer motor control center buckets.</b>
<b>Change in Contract Price:</b>	<b>\$4,593.00</b>
<b>Change in Contract Time:</b>	<b>0 Days</b>

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**ITEM 3 – Installation of Centrifuge Bucket and Wiring**

**Description of Change:** Addition of electrical bucket in MCCA to allow the city's centrifuge to receive the proper power connection as described on WS proposal #39. This work was previously approved on Work Directive #8 dated December 1, 2011.

**Reason for Change:** The city's centrifuge was originally to be powered by a portable generator but now requires a power connection at the treatment facility.

**Scope of Work:** Purchase and installation of one Cutler-Hammer motor control center bucket, and all wiring, conduit, and receptacles required for the connection of the city's centrifuge.

**Change in Contract Price:** \$22,483.00

**Change in Contract Time:** 0 Days

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**ITEM 4 – Installation of Generator Jacket Heater Breaker and Wiring**

**Description of Change:** Installation of generator jacket heater wiring and circuit protection as described on WS proposal #40. This work was previously approved on Work Directive #7 dated November 12, 2011.

**Reason for Change:** The old generator was originally powered by several smaller circuit breakers and multiple wire runs. The new generator has a built in distribution panel and requires a larger breaker and wiring to support its proper operation.

**Scope of Work:** Removal of 3 existing circuit breakers and associated wiring and the purchase and installation of a single larger circuit breaker and wiring for generator jacket heater circuit.

**Change in Contract Price:** \$1,597.00

**Change in Contract Time:** 0 Days

**ITEM 5 – Installation of CIM 1061 Liner System in Aquastore Tank**

**Description of Change:** Addition of a complete tank membrane liner system (CIM 1061) and use of associated bonding agents as described on WS Proposal #42. Previously approved on Work Directive #9.

**Reason for Change:** This second glass lined Aquastore tank that was emptied and cleaned was found to have more severe corrosion than the first tank. To provide additional protection from future corrosion a complete tank membrane liner system is being installed. The required bonding agents must be used to insure proper bonding to the glass lined panels.

**Scope of Work:** Application of a complete tank liner system and associated bonding agents as described on WS proposal #42 to protect from future corrosion.

**Change in Contract Price:** \$22,293.00

**Change in Contract Time:** 0 Days

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**ITEM 6 – Installation of Additional Anodes in Reuse Tank**

**Description of Change:** Addition of two cathodic protection anodes as described on WS Proposal #43.

**Reason for Change:** This tank had minimal galvanic corrosion and requires only replacement anodes and does not require the additional liner.

**Scope of Work:** Installation of two anodes in the new reuse tank during the conversion process from an existing digester tank.

**Change in Contract Price:** \$1,963.00

**Change in Contract Time:** 0 Days

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**ITEM 7 – Installation of 2” Backflow Preventer for Reuse Water System**

**Description of Change:** Installation of 2” backflow preventer to allow the plant to continue to operate while the existing reuse system is taken offline and converted to the new system. Work is described on WS Proposal #44.

**Reason for Change:** When the existing reuse system was taken offline for conversion to the system the plant lost its plant process water capabilities. This device allowed connection to the existing water service to provide needed water during the construction project and it will act as a back-up system during future plant operations.

**Scope of Work:** Installation of one 2" backflow preventer to tie-in the plant process water system to the existing water service at the facility.

**Change in Contract Price:** \$1,188.00

**Change in Contract Time:** 0 Days

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**ITEM 8 – Relocation of Connection of 2" Sewer Forcemain to New 8" Forcemain at WWTP**

**Description of Change:** Relocation of 2" sewer forcemain connection from an existing buffer tank to the new 8" influent forcemain at the treatment plant.

**Reason for Change:** When the existing 2" forcemain was connected several years ago it was required to be connected through a buffer tank (per the FKAA at that time). The new 8" forcemain is now connected to the plant and can transport the sewage directly into the facility without the need of a buffer tank. The buffer tank will be disconnected and abandoned.

**Scope of Work:** Installation of new 2" forcemain relocation from the existing 2" to the new 8" influent forcemain as described on WS Proposal #45.

**Change in Contract Price:** \$2,105.00

**Change in Contract Time:** 0 Days

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**ITEM 9 – Existing Winch Coatings Rev A**

**Description of Change:** Application of coal tar epoxy coating on existing winch support I beams. Work is described on WS Proposal #46.

**Reason for Change:** When the existing winches were removed and relocated for use with the new mixers it was noticed that the previous coating was nearly gone. This coating will extend the useful life of the winches for the foreseeable future.

**Scope of Work:** Cleaning and prepping the I beams and application of the two part coal tar epoxy coating for four existing winches.

**Change in Contract Price:** \$1,480.00

**Change in Contract Time:** 0 Days

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**ITEM 10 – Negotiated Increased Contract Time and Extended Overhead**

**Description of Change:** Increased contract time and extended overhead costs due to unforeseen existing conditions, delays caused by owner purchased equipment, and other unanticipated contract changes and requirements. One half of the negotiated extra costs paid via this change order with the remaining 50% to be paid once recovered by the City from others.

**Reason for Change:** This project was a retrofit of an existing facility and as such there were a multitude of unforeseen existing conditions and other unanticipated requirements that have substantially added to the complexity and amount of contract work required to keep the project moving towards successful completion. The owner purchased treatment system components and equipment also caused delays in the project.

**Scope of Work:** N/A

**Change in Contract Price:** \$19,900.00

**Change in Contract Time:** 99 Days for Substantial Completion (Achieved on January 31, 2012)  
128 Days for Final Completion

<b>Area 5 WWTP Change Order #10 Summary</b>	<b>Price</b>	<b>Add'l Days</b>
Item #1: Anode Testing Wires WS Proposal #33 rev A	\$1,228.00	0
Item #2: Installation of Auxiliary contacts WS Proposal #38	\$4,593.00	0
Item #3: Installation of Centrifuge Bucket and Wiring WS Proposal #39	\$22,483.00	0
Item #4: Generator Jacket Heater Circuit WS Proposal #40	\$1,597.00	0
Item #5: CIM 1061 Liner System WS Proposal #42	\$22,293.00	0
Item #6: Reuse Tank Anodes WS Proposal #43	\$1,963.00	0
Item #7: Installation of 2" Backflow Preventer WS Proposal #44	\$1,188.00	0
Item #8: Relocation of 2" Sewer F/M Connection WS Proposal #45	\$2,105.00	0
Item #9: Existing Winch Coatings WS Proposal 46 Rev A	\$1,480.00	0
Item #10: Negotiated Extended Contract Time and Expenses	\$19,900.00	Subs.99 Final128
<b>TOTAL: Change Order #10</b>	<b>\$78,830.00</b>	<b>Subs.99 Final128</b>

<b>AREA 5 WWTP CHANGE ORDER HISTORY</b>			
<b>Change Order#</b>	<b>Description</b>	<b>Change in Contract Price</b>	<b>Change in Contract Time</b>
1	FAA permit delay, WS proposals 2,4,6,9,10 &11	\$70,471.00	30 Days
2	WS Proposals 13,16, & 17	\$9,997.00	0 Days
3	WS Proposal #14 rev1 Relocation of Fire/Water lines	\$9,990.00	0 Days
4	WS Proposals #15 & #18	\$9,352.00	0 Days
5	WS Proposal #27A Mag anodes & resealing and WS Proposal #26 New Odor Control Unit	\$74,940.00	0 Days
6	WS Proposals #30 and #31	\$9,895.00	0 Days
7	WS Proposal #35 Relocation of Existing Winches	\$6,281.00	0 Days
8	WS Proposal #36 Thern Davit Crane & Bases	\$7,472.00	0 Days
9	WS Proposal #34 Fine Screen Starter Bucket	\$7,256.00	0 Days
10	WS Proposals: 33A,38,39,40,42,43,44,45,46A	\$78,830.00	Subs.99 Final128
<b>TOTAL</b>		<b>\$284,484.00</b>	<b>Subs.99 Final128</b>



November 16, 2011

Daniel Saus, P.E.  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Waste Water Treatment Plant Expansion  
W-S Proposal No. 33 Anode Testing Wires Rev A

Dear Mr. Saus:

Per RFI #87 response dated October 3, 2011 we are please to provide our scope and proposal for the installation of four #10 awg glassed lined tank anode testing wires

The above referenced proposal for the amount of \$ 1,228.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in our Proposal Summary required for the of four #10awg wires, two for each tank, with conduit for protection.

We have attached a detailed Proposal Summary No. 33 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Phillip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 33 Rev A

File / 10-041 / C-8A # 33



**CHANGE ORDER COST PROPOSAL NO. 33**  
**MARATHON AREA 5 WWTP**  
**PROPOSAL SUMMARY**

#	DESCRIPTION	NOTES	
1	This proposal includes all cost associated with the installation of #10awg Anode Testing Wires as directed in WEC RFI response # 087. Wires to be installed in conduits to protect wires connections from fatigue and breakage.		
2			
3			
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10			The duration for the additional work outlined in this proposal is 2 calendar days.
11	The Contract Time Extension due to this Change Order is TO BE DETERMINED calendar days.		
12	<b>MATERIALS</b>	<b>TOTAL</b>	
13	From Page 2	\$ 100.00	
14	Tax 7.50% \$ 7.50	\$ 107.50	
15	P&O 20.0% \$ 21.50	\$ 129.00	
16		\$ 129.00	
17			
18	<b>LABOR</b>	<b>TOTAL</b>	
19	From Page 3	\$ -	
20	P&O 20.0% \$ -	\$ -	
21		\$ -	
22			
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>	
24	From Page 4	\$ -	
25	Tax 7.50% \$ -	\$ -	
26	P&O 20.0% \$ -	\$ -	
27		\$ -	
28			
29	<b>SUBCONTRACTS</b>	<b>TOTAL</b>	
30	From Page 5	\$ 904.00	
31		\$ -	
32			
33			
34	Subtotal	\$ 904.00	
35	P&O 20.0% \$ 180.80	\$ 1,084.80	
36		\$ 1,084.80	
37			
38	<b>OTHER</b>	<b>TOTAL</b>	
39	Additional Insurance 0.55% M + L + T&E + S \$ 1,213.80	\$ 6.68	
40	Additional Bond 0.45% M + L + T&E + S \$ 1,213.80	\$ 5.46	
41	Subtotal	\$ 12.14	
42	P&O 20.0% \$ 12.14	\$ 2.43	
43		\$ 14.57	
44			
45		<b>TOTAL</b>	
46	Extended Overhead	\$ 1,228.00	To be determined
47	Overhead cost 0.0%	\$ 1,228.00	
48		\$ -	
49			
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>	
51		\$ 1,228.00	
52			
53		\$ 1,228.00	



**CHANGE ORDER COST PROPOSAL NO. 33**

Revision A

**MARATHON AREA 5 WWTP**

**MATERIAL ESTIMATE**

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES	
1						\$ -		
2	Wire connectlon protection		1	ls	\$ 100.00	\$ 100.00		
3						\$ -		
4						\$ -		
5						\$ -		
6						\$ -		
7						\$ -		
8						\$ -		
9						\$ -		
10						\$ -		
11						\$ -		
12						\$ -		
13						\$ -		
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29						\$ -		
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31						\$ -		
32						\$ -		
33						\$ -		
34						\$ -		
35						\$ -		
36						\$ -		
37						\$ -		
38	MATERIAL SUBTOTAL					TOTAL		
39						\$ 100.00		
40						\$ 100.00		





**CHANGE ORDER COST PROPOSAL NO. 33  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision A

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ -		4%	\$ -	
2	Consumables	\$1.00 / Labor Hr	-		\$ 1.00	\$ -	
3						\$ -	
4						\$ -	
5							
6	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Loader			Day	\$ 465.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12	Compactor			Day	\$ 1,500.00	\$ -	
13						\$ -	
14							
15	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Welder			Day	\$ 74.80	\$ -	
17	Trencher			Day	\$ 245.00	\$ -	
18	Lift			Day	\$ 47.50	\$ -	
19	Loader			Day	\$ 465.00	\$ -	
20	Backhoe/Forklift		-	Day	\$ 465.00	\$ -	
21	Concrete Pump			Day	\$ 960.00	\$ -	
22	Excavator			Day	\$ 465.00	\$ -	
23	40 Ton Crane			Day	\$ 1,000.00	\$ -	
24	Core Drill			Day	\$ 85.00	\$ -	
25						\$ -	
26							
27	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
29						\$ -	
30							
31							
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>	
33						\$ -	
34							
35					\$	-	



**CHANGE ORDER COST PROPOSAL NO. 33**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision A

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1	Carey # Knuth	#10awg testing wires with conduits		\$ 904.00	
2					
3					
4					
5					
6					
7					
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9					
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32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 904.00	
40				<b>\$ 904.00</b>	









November 16, 2011

Mr. Daniel Saus, PE  
The Weifer Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 38 Auxiliary Contacts for MCCA Communication

Dear Mr. Saus:

Per our last progress meeting dated 11-10-11 we are please to provide our scope and proposal for the installation of 15 auxiliary contacts to be installed for communication between MCCA and Ovivo's PLC.

The above referenced proposal for the amount of \$4,593.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the 15 auxiliary contacts.

We have attached a detailed Proposal Summary No. 38 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 38  
C&K Proposal

File / 10-041 / C-8A # 38

CHANGE ORDER COST PROPOSAL NO. 38



MARATHON AREA 5 WWTP

PROPOSAL SUMMARY

#	DESCRIPTION	NOTES		
1	Installation of 15 auxiliary contacts for MCCA to complete communication requirements of Ovivo.			
2				
3				
4				
5				
6				
7				
8				
9				
10	The duration for the additional work outlined in this proposal is XX calendar days.			
11	The Contract Time Extension due to this Change Order is TO BE DETERMINED calendar days.			
12	<b>MATERIALS</b>	<b>TOTAL</b>		
13	From Page 2	\$ -		
14	Tax 7.50%	\$ -		
15	P&O 20.0%	\$ -		
16		\$ -		
17				
18	<b>LABOR</b>	<b>HRS</b>	<b>AVG \$ / HR</b>	<b>TOTAL</b>
19	From Page 3	10	\$ 40.88	\$ 408.80
20	P&O 20.0%		\$ 81.76	\$ 490.56
21				\$ 490.56
22				
23	<b>TOOLS &amp; EQUIPMENT</b>			<b>TOTAL</b>
24	From Page 4			\$ 26.35
25	Tax 7.50%		\$ 1.98	\$ 28.33
26	P&O 20.0%		\$ 5.67	\$ 33.99
27				\$ 33.99
28				
29	<b>SUBCONTRACTS</b>	<b>INV</b>		<b>TOTAL</b>
30	From Page 5			\$ 3,345.00
31				\$ -
32				
33				
34	Subtotal			\$ 3,345.00
35	P&O 20.0%		\$ 669.00	\$ 4,014.00
36				\$ 4,014.00
37				
38	<b>OTHER</b>	<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
39	Additional Insurance	0.55%	M + L + T&E + S	\$ 4,538.55
40	Additional Bond	0.45%	M + L + T&E + S	\$ 4,538.55
41	Subtotal			\$ 45.39
42	P&O 20.0%		\$ 45.39	\$ 9.08
43				\$ 54.46
44				
45		<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
46	Extended Overhead		\$ 4,593.00	\$ -
47	Overhead cost		0.0%	\$ 4,593.00
48				\$ -
49				
50	<b>FINAL QUOTE TOTAL</b>			<b>TOTAL</b>
51				\$ 4,593.00
52				
53			\$	<b>4,593.00</b>



CHANGE ORDER COST PROPOSAL NO. 38

Revision 00

MARATHON AREA 5 WWTP

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	





**CHANGE ORDER COST PROPOSAL NO. 38  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL
1	Small Tools	4% Labor Cost	\$ 409		4%	\$ 16.35
2	Consumables	\$1.00 / Labor Hr	10.0		\$ 1.00	\$ 10.00
3						\$ -
4						\$ 26.35
5						
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL
7	Pickup Truck			Day	\$ 43.50	\$ -
8	Air Compressor			Day	\$ 350.00	\$ -
9	Backhoe/Loader			Day	\$ 465.00	\$ -
10	Loader			Day	\$ 465.00	\$ -
11	Generator			Day	\$ 68.50	\$ -
12	Compactor			Day	\$ 1,500.00	\$ -
13						\$ -
14						
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL
16	Welder			Day	\$ 74.80	\$ -
17	Trencher			Day	\$ 245.00	\$ -
18	Lift			Day	\$ 47.50	\$ -
19	Loader			Day	\$ 465.00	\$ -
20	Backhoe/Forklift			Day	\$ 465.00	\$ -
21	Concrete Pump			Day	\$ 960.00	\$ -
22	Excavator			Day	\$ 465.00	\$ -
23	40 Ton Crane			Day	\$ 1,000.00	\$ -
24	Core Drill			Day	\$ 85.00	\$ -
25						\$ -
26						
#	FUEL	DESCRIPTION	Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost	12%	\$ -	\$ -	
29					\$ -	
30						
31						
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>
33						\$ 26.35
34						
35						<b>\$ 26.35</b>



**CHANGE ORDER COST PROPOSAL NO. 38**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1					
2	Carey & Knuth	Contacts for MCCA		\$ 3,345.00	
3					
4					
5					
6					
7					
8					
9					
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32					
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34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 3,345.00	
40			\$	<b>3,345.00</b>	





CAREY & KNUTH  
ELECTRICAL CONTRACTORS, INC.  
221 SE 6th Ave.  
BOYNTON BEACH, FL 33435

(561) 733-5600  
Fax (561) 733-3379

TO WHARTON-SMITH INC.

**CHANGE ORDER**

3213

14 **ADDITIONAL WORK ORDER**

PHONE	DATE
	11/14/2011
JOB NAME / LOCATION	
MARATHON WWTP5 - #410041-001	
CONTRACT / JOB NUMBER	JOB PHONE

**We hereby agree to the change(s) or additional work specified below:**

SCOPE OF WORK:  
SUPPLY & INSTALL 15 AUXILIARY CONTACTS IN MCCA SO AS TO COMPLETE THE COMMUNICATION REQUIREMENTS OF OVIVO, BETWEEN MCCA AND THE PLC AS DISCUSSED IN THE PROGRESS MEETING ON 11-10-11.

BREAKDOWN AS FOLLOWS:  
15 - AUXILIARY CONTACTS FOR MCCA @ \$185.00 EACH, TOTAL \$2,775.00  
LABOR TO INSTALL 8 HOURS ELECTRICIAN @ \$65.00 EACH, TOTAL \$520.00  
BOND \$50.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

<b>We Agree hereby to make the change(s) specified above at this price</b>		3,345.00
Date of agreement: _____	PREVIOUS CONTRACT AMOUNT	
Authorized Signature _____ (CONTRACTOR)	REVISED CONTRACT TOTAL	3,345.00

Payment will be made as follows:

**Accepted** — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature \_\_\_\_\_  
(OWNER)  
Date of acceptance: \_\_\_\_\_



November 30, 2011

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 39 Centrifuge Bucket & Wiring

Dear Mr. Saus:

Per the attached email from WEC dated November 10, 2011 we are please to provide our scope and proposal for the installation of new centrifuge bucket and wiring.

The above referenced proposal for the amount of \$ 22,483.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the installation of one new series 2100 bucket, SS enclosure, conduits, and labor.

We have attached a detailed Proposal Summary No. 39 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 39  
C&K Proposal  
WEC Email Dated 11-10-11

File / 10-041 / C-8A # 39



**CHANGE ORDER COST PROPOSAL NO. 39**  
**MARATHON AREA 5 WWTP**  
**PROPOSAL SUMMARY**

#	DESCRIPTION	NOTES
1	This proposal includes all cost associated with the installation of one new 200AMP Series 2100 Bucket, Stainless Steel enclosure, breaker, receptical, materials, conduits, and labor.	
2		
3		
4		
5		
6		
7		
8		
9		
10	The duration for the additional work outlined in this proposal is 60 calendar days.	
11	The Contract Time Extension due to this <u>Change Order</u> is 60 calendar days.	
12	<b>MATERIALS</b>	<b>TOTAL</b>
13	From Page 2	\$ -
14	Tax 7.50%	\$ -
15	P&O 20.0%	\$ -
16		\$ -
17		
18	<b>LABOR</b>	<b>TOTAL</b>
19	From Page 3	\$ 597.60
20	P&O 20.0%	\$ 119.52
21		\$ 717.12
22		
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>
24	From Page 4	\$ 41.90
25	Tax 7.50%	\$ 3.14
26	P&O 20.0%	\$ 9.01
27		\$ 54.06
28		
29	<b>SUBCONTRACTS</b>	<b>TOTAL</b>
30	From Page 5	\$ 16,986.00
31		\$ -
32		
33		
34	Subtotal	\$ 16,986.00
35	P&O 20.0%	\$ 3,397.20
36		\$ 20,383.20
37		
38	<b>OTHER</b>	<b>TOTAL</b>
39	Additional Insurance 0.55% M + L + T&E + S	\$ 116.35
40	Additional Bond 0.45% M + L + T&E + S	\$ 95.19
41	Subtotal	\$ 211.54
42	P&O 20.0%	\$ 42.31
43		\$ 253.85
44		
45		<b>TOTAL</b>
46	Extended Overhead 2.0%	\$ 428.18
47	Overhead cost 1.0%	\$ 218.36
48	5	\$ 646.52
49		
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>
51		\$ 22,483.00
52		
53		\$ 22,483.00



Wharton-Smith, Inc.  
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 39

Revision 00

MARATHON AREA 5 WWTP

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	





**CHANGE ORDER COST PROPOSAL NO. 39  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 598		4%	\$ 23.90	
2	Consumables	\$1.00 / Labor Hr	18.0		\$ 1.00	\$ 18.00	
3						\$ -	
4						\$ 41.90	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Loader			Day	\$ 465.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12	Compactor			Day	\$ 1,500.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Welder			Day	\$ 74.80	\$ -	
17	Trencher			Day	\$ 245.00	\$ -	
18	Lift			Day	\$ 47.50	\$ -	
19	Loader			Day	\$ 465.00	\$ -	
20	Backhoe/Forklift		-	Day	\$ 465.00	\$ -	
21	Concrete Pump			Day	\$ 960.00	\$ -	
22	Excavator			Day	\$ 465.00	\$ -	
23	40 Ton Crane			Day	\$ 1,000.00	\$ -	
24	Core Drill			Day	\$ 85.00	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
29						\$ -	
30							
31							
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>	
33						\$ 41.90	
34							
35					<b>\$</b>	<b>41.90</b>	



**CHANGE ORDER COST PROPOSAL NO. 39**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1					
2	Carey & Knuth	Electrical Wiring		\$ 16,986.00	
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 16,986.00	
40			\$	<b>16,986.00</b>	







November 16, 2011

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 40 Generator Jacket Heater Wiring

Dear Mr. Saus:

We are please to provide our scope and proposal for the installation of conduit, wire, and breaker for the wiring of the new generator jacket heater.

The above referenced proposal for the amount of \$ 1,597.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary.

We have attached a detailed Proposal Summary No. 40 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 40  
C&K Proposal

File / 10-041 / C-8A # 40

CHANGE ORDER COST PROPOSAL NO. 40



MARATHON AREA 5 WWTP

PROPOSAL SUMMARY

#	DESCRIPTION	NOTES		
1	This proposal includes the cost to install conduits, wiring, and breaker to complete the wiring of the generator jacket heater.			
2				
3				
4				
5				
6				
7				
8				
9				
10	The duration for the additional work outlined in this proposal is XX calendar days.			
11	The Contract Time Extension due to this Change Order is TO BE DETERMINED calendar days.			
12	<b>MATERIALS</b>	<b>TOTAL</b>		
13	From Page 2	\$ -		
14	Tax 7.50%	\$ -		
15	P&O 20.0%	\$ -		
16		\$ -		
17				
18	<b>LABOR</b>	<b>HRS</b>	<b>AVG \$ / HR</b>	<b>TOTAL</b>
19	From Page 3	5	\$ 40.88	\$ 204.40
20	P&O 20.0%		\$ 40.88	\$ 245.28
21				\$ 245.28
22				
23	<b>TOOLS &amp; EQUIPMENT</b>			<b>TOTAL</b>
24	From Page 4			\$ 13.18
25	Tax 7.50%		\$ 0.99	\$ 14.16
26	P&O 20.0%		\$ 2.83	\$ 17.00
27				\$ 17.00
28				
29	<b>SUBCONTRACTS</b>	<b>INV</b>		<b>TOTAL</b>
30	From Page 5			\$ 1,082.00
31				\$ -
32				
33				
34		Subtotal		\$ 1,082.00
35		P&O 20.0%	\$ 216.40	\$ 1,298.40
36				\$ 1,298.40
37				
38	<b>OTHER</b>	<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
39	Additional Insurance	0.55%	M + L + T&E + S \$ 1,560.68	\$ 8.58
40	Additional Bond	0.45%	M + L + T&E + S \$ 1,560.68	\$ 7.02
41		Subtotal		\$ 15.61
42		P&O 20.0%	\$ 15.61	\$ 3.12
43				\$ 18.73
44				
45		<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
46	Extended Overhead		\$ 1,579.00	\$ -
47	Overhead cost		0.0% \$ 1,579.00	\$ -
48				\$ -
49				
50	<b>FINAL QUOTE TOTAL</b>			<b>TOTAL</b>
51				\$ 1,579.00
52				
53			\$	<b>1,579.00</b>



CHANGE ORDER COST PROPOSAL NO. 40

Revision 00

MARATHON AREA 5 WWTP

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
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26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	





**CHANGE ORDER COST PROPOSAL NO. 40  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL
1	Small Tools	4% Labor Cost	\$ 204		4%	\$ 8.18
2	Consumables	\$1.00 / Labor Hr	5.0		\$ 1.00	\$ 5.00
3						\$ -
4						\$ 13.18
5						
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL
7	Pickup Truck			Day	\$ 43.50	\$ -
8	Air Compressor			Day	\$ 350.00	\$ -
9	Backhoe/Loader			Day	\$ 465.00	\$ -
10	Loader			Day	\$ 465.00	\$ -
11	Generator			Day	\$ 68.50	\$ -
12	Compactor			Day	\$ 1,500.00	\$ -
13						\$ -
14						
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL
16	Welder			Day	\$ 74.80	\$ -
17	Trencher			Day	\$ 245.00	\$ -
18	Lift			Day	\$ 47.50	\$ -
19	Loader			Day	\$ 465.00	\$ -
20	Backhoe/Forklift		-	Day	\$ 465.00	\$ -
21	Concrete Pump			Day	\$ 960.00	\$ -
22	Excavator			Day	\$ 465.00	\$ -
23	40 Ton Crane			Day	\$ 1,000.00	\$ -
24	Core Drill			Day	\$ 85.00	\$ -
25						\$ -
26						
#	FUEL	DESCRIPTION	Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost	12%	\$ -	\$ -	
29					\$ -	
30						
31						
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>
33						\$ 13.18
34						
35						<b>\$ 13.18</b>



**CHANGE ORDER COST PROPOSAL NO. 40**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1					
2	C&K Quote			\$ 582.00	
3	Pantropic Power	Reset timer		\$ 500.00	
4					
5					
6					
7					
8					
9					
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36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 1,082.00	
40				\$ 1,082.00	









January 3, 2012

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 42 – CIM 1061 Membrane Liner System

Dear Mr. Saus:

Per our on-site meeting of December 22, 2011 we are please to provide our scope and proposal for the furnishing all materials, equipment, and labor to apply CIM 1061 Membrane Liner to the East Pre-aeration Basin.

The above referenced proposal for the amount of \$ 22,293.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the application of CIM 1061 Membrane Liner. Water testing is exclude from this scope of work.

Scope and quote is based on a work directive being issued by January 6, 2012 and completed by January 31, 2012. Should Florida Aquastore require and additional mobilization an additional 2,600.00 will be required to be added to this proposal. No additional extended overhead will be required provide this scope is completed by January 31, 2012.

We have attached a detailed Proposal Summary No. 42 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 42  
Florida Aquastore's Proposal Dated 12-29-11

File / 10-041 / C-8A # 42



**CHANGE ORDER COST PROPOSAL NO. 42**  
**MARATHON AREA 5 WWTP**  
**PROPOSAL SUMMARY**

#	DESCRIPTION	NOTES
1	Furnisha and install all materials, labor, and equipment required to apply CIM 1061 meinbrane over the entire interior wall of the east Preaeration Tank. Water testing of the tank is excluded from the scope of work.	
2		
3		
4		
5		
6		
7		
8		
9		
10	The duration for the additional work outlined in this proposal is 14 calendar days.	
11	The Contract Time Extension due to this <u>Change Order</u> is <u>TO BE DETERMINED</u> calendar days.	
12	<b>MATERIALS</b>	<b>TOTAL</b>
13	From Page 2	\$ -
14	Tax 7.50%	\$ -
15	P&O 20.0%	\$ -
16		\$ -
17		
18	<b>LABOR</b>	<b>TOTAL</b>
19	From Page 3	\$ 487.60
20	P&O 20.0%	\$ 97.52
21		\$ 585.12
22		
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>
24	From Page 4	\$ 36.50
25	Tax 7.50%	\$ 2.74
26	P&O 20.0%	\$ 7.85
27		\$ 47.09
28		
29	<b>SUBCONTRACTS</b>	<b>TOTAL</b>
30	From Page 5	\$ 17,830.00
31		\$ -
32		
33		
34	Subtotal	\$ 17,830.00
35	P&O 20.0%	\$ 3,566.00
36		\$ 21,396.00
37		
38	<b>OTHER</b>	<b>TOTAL</b>
39	Additional Insurance 0.55% M + L + T&E + S	\$ 121.16
40	Additional Bond 0.45% M + L + T&E + S	\$ 99.13
41	Subtotal	\$ 220.28
42	P&O 20.0%	\$ 44.06
43		\$ 264.34
44		
45		
46	Extended Overhead	\$ 22,293.00
47	Overhead cost 0.0%	\$ -
48		\$ -
49		
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>
51		\$ 22,293.00
52		
53		\$ 22,293.00



**CHANGE ORDER COST PROPOSAL NO. 42**  
**MARATHON AREA 5 WWTP**  
**MATERIAL ESTIMATE**

Revision 00

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	





**CHANGE ORDER COST PROPOSAL NO. 42  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 488		4%	\$ 19.50	
2	Consumables	\$1.00 / Labor Hr	17.0		\$ 1.00	\$ 17.00	
3						\$ -	
4						\$ 36.50	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Loader			Day	\$ 465.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12	Compactor			Day	\$ 1,500.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Welder			Day	\$ 74.80	\$ -	
17	Trencher			Day	\$ 245.00	\$ -	
18	Lift			Day	\$ 47.50	\$ -	
19	Loader			Day	\$ 465.00	\$ -	
20	Backhoe/Forklift			Day	\$ 465.00	\$ -	
21	Concrete Pump			Day	\$ 960.00	\$ -	
22	Excavator			Day	\$ 465.00	\$ -	
23	40 Ton Crane			Day	\$ 1,000.00	\$ -	
24	Core Drill			Day	\$ 85.00	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
29						\$ -	
30							
31							
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>	
33						\$ 36.50	
34						<b>\$ 36.50</b>	
35							



**CHANGE ORDER COST PROPOSAL NO. 42**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1	Florida Aquastore	Apply CIM 1061 Liner		\$ 16,750.00	
2		Sales Tax		\$ 1,080.00	
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 17,830.00	
40				\$ 17,830.00	







**PROPOSAL AND CONTRACT**

TO: **Weller Engineering Corporation**  
 6805 Overseas Highway  
 Marathon, FL 33050  
 cell: 612-638-8033

DATE: 12/29/2011  
 PROJECT: Marathon Area 5  
 Tank Repair

TERMS:  
 80% Down Payment  
 20% Upon Substantial Completion  
 not to include Water Testing.

QUANTITY	We are pleased to quote you on the following material for acceptance within 30 days:	UNIT PRICE	EXTENSION
1	Materials, labor and equipment to apply CIM 1061 membrane over the whole tank interior wall of the old tank including bonding agent.  Notes: <ul style="list-style-type: none"> <li>• If remobilization is required to come back and apply the coating, they will an added charge of \$2,000.</li> <li>• Tanks need to be emptied and cleaned before our arrival.</li> <li>• Cost is for one tank only</li> </ul>	\$16,750  <b>TOTAL</b>	\$16,750  <b>\$16,750</b> <b>+ Applicable sales Tax</b>

Accepted for the purchaser: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_\_

Submitted by: \_\_\_\_\_

**MARCELO SICURO**

4722 N.W. Boca Ratón Blvd., Suite C-102, Boca Ratón, Florida 33431

Phone: (561) 994-2400

Fax: (561) 994-2444

## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including plant orientation, influent and effluent location is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.
3. Purchaser agrees to provide a clear level work area a maximum of 6" of below the tank finished floor elevation and minimum of 10' beyond the radius of the tank. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc. after erection shall be the responsibility of the Purchaser. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.
4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Purchaser agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Purchaser's failure to prepare or maintain site or access to site, Purchaser agrees to compensate Florida Aquastore for costs incurred. Purchaser further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Purchaser's responsibility.
5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Purchaser hereby agrees to reimburse F.A. for the additional costs incurred.

Work hours by Florida Aquastore at the site shall be as determined by F.A. The Purchaser shall not define working hours, number of work days per week or prohibit F.A. from working evenings, weekends, holidays, etc. when deemed to be advisable by F.A.

### 6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The customer shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Customer agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

### 7. UNLOADING OF EQUIPMENT

Purchaser is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment or accessories shipped to Purchaser for his installation that is not a part of this contract.

### 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Purchaser seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Purchaser. Any back ordered items not installed at the time shall be listed on the "Acceptance Agreement" with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Purchaser at the "back ordered address" previously provided and stored until the F.A. installation is scheduled.

### 9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify F.A. so that corrective action can be taken.

### 10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery, and for any back ordered material delivered to Purchaser after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to equipment, which is stored on site or left inoperative after installation due to delays in startup. Purchaser agrees to be responsible for security and protection of such equipment.

### 11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Purchaser agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

### 12. LICENSES AND PERMITS

Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

13. Purchaser intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Purchaser's premises. Purchaser hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Purchaser. In the event Purchaser finances this purchase through someone other than Purchaser, Purchaser agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

14. The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

15. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

16. F.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Owner. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Owner.

**17. ATTORNEY'S FEES**

Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach, Florida.

**18. TIME DELAYS/CUSTOMS DELAYS**

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

**19. CANCELLATIONS**

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date.



January 11, 2012

Mr. Daniel Saus, PE  
The Weller Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 43 – Reuse Tank Anodes

Dear Mr. Saus:

Per the attached WEC Email dated January 11, 2012 we are please to provide our scope and proposal for the installation of two anodes for the reuse tanks.

The above referenced proposal for the amount of \$ 1,963.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the installation of two new anodes.

We have attached a detailed Proposal Summary No. 43 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 43  
WEC Email Dated 1-11-12  
Florida Aquastore Email Dated 1-11-12

File / 10-041 / C-8A # 43



**CHANGE ORDER COST PROPOSAL NO. 43**

**MARATHON AREA 5 WWTP**

**PROPOSAL SUMMARY**

#	DESCRIPTION	NOTES
1	Installation of two anodes inside the reuse tank per WEC email dated 1-12-12	
2		
3		
4		
5		
6		
7		
8		
9		
10	The duration for the additional work outlined in this proposal is XX calendar days.	
11	The Contract Time Extension due to this Change Order is <u>TO BE DETERMINED</u> calendar days.	
12	<b>MATERIALS</b>	<b>TOTAL</b>
13	From Page 2	\$ -
14	Tax 7.50%	\$ -
15	P&O 20.0%	\$ -
16		\$ -
17		
18	<b>LABOR</b>	<b>HRS</b>
19	From Page 3	5
20		AVG \$ / HR
20		\$ 40.88
20	P&O 20.0%	\$ 40.88
21		\$ 245.28
22		
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>
24	From Page 4	\$ 13.18
25	Tax 7.50%	\$ 0.99
26	P&O 20.0%	\$ 2.83
27		\$ 17.00
28		
29	<b>SUBCONTRACTS</b>	<b>INV</b>
30	From Page 5	\$ 1,397.50
31		\$ -
32		
33		
34	Subtotal	\$ 1,397.50
35	P&O 20.0%	\$ 279.50
36		\$ 1,677.00
37		
38	<b>OTHER</b>	<b>QTY</b>
39	Additional Insurance	0.55%
39		M + L + T&E + S
39		\$ 1,939.28
39		\$ 10.67
40	Additional Bond	0.45%
40		M + L + T&E + S
40		\$ 1,939.28
40		\$ 8.73
41	Subtotal	\$ 19.39
42	P&O 20.0%	\$ 19.39
43		\$ 23.27
44		
45		<b>QTY</b>
45		<b>REFERENCE</b>
45		<b>TOTAL</b>
46	Extended Overhead	
46		\$ 1,963.00
46		\$ -
47	Overhead cost	0.0%
47		\$ 1,963.00
47		\$ -
48		\$ -
49		
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>
51		\$ 1,963.00
52		
53		\$ 1,963.00



**CHANGE ORDER COST PROPOSAL NO. 43**

Revision 00

**MARATHON AREA 5 WWTP**

**MATERIAL ESTIMATE**

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES	
1						\$ -		
2						\$ -		
3						\$ -		
4						\$ -		
5						\$ -		
6						\$ -		
7						\$ -		
8						\$ -		
9						\$ -		
10						\$ -		
11						\$ -		
12						\$ -		
13						\$ -		
14						\$ -		
15						\$ -		
16						\$ -		
17						\$ -		
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22						\$ -		
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25						\$ -		
26						\$ -		
27						\$ -		
28						\$ -		
29						\$ -		
30						\$ -		
31						\$ -		
32						\$ -		
33						\$ -		
34						\$ -		
35						\$ -		
36						\$ -		
37						\$ -		
38	MATERIAL SUBTOTAL					TOTAL		
39						\$ -		
40						\$ -		





**CHANGE ORDER COST PROPOSAL NO. 43**  
**MARATHON AREA 5 WWTP**  
**EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 204		4%	\$ 8.18	
2	Consumables	\$1.00 / Labor Hr	5.0		\$ 1.00	\$ 5.00	
3						\$ -	
4						\$ 13.18	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Loader			Day	\$ 465.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12	Compactor			Day	\$ 1,500.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Weider			Day	\$ 74.80	\$ -	
17	Trencher			Day	\$ 245.00	\$ -	
18	Lift			Day	\$ 47.50	\$ -	
19	Loader			Day	\$ 465.00	\$ -	
20	Backhoe/Forklift		-	Day	\$ 465.00	\$ -	
21	Concrete Pump			Day	\$ 960.00	\$ -	
22	Excavator			Day	\$ 465.00	\$ -	
23	40 Ton Crane			Day	\$ 1,000.00	\$ -	
24	Core Drill			Day	\$ 85.00	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
29						\$ -	
30							
31							
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>	
33						\$ 13.18	
34							
35					<b>\$</b>	<b>13.18</b>	





**CHANGE ORDER COST PROPOSAL NO. 43**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1	Florida AquaStore	Furnish and Install 2 Anodes for the Reuse Tank		\$ 1,300.00	
2		Sales Tax		\$ 97.50	
3					
4					
5					
6					
7					
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13					
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31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 1,397.50	
40			\$	<b>1,397.50</b>	



## Philip Mintzer

---

**From:** Daniel Saus [dsaus@me.com]  
**Sent:** Wednesday, January 11, 2012 10:17 AM  
**To:** Philip Mintzer  
**Cc:** Geoffrey Schmidt; Walter Black; Dave Harlow; Serge Mashtakov  
**Subject:** Area 5 WWTP Re-use Tank Anodes

Phil,

None of us thought about the anodes in the re-use tank when all the other tank issues were going down. I spoke with Mark Inglis today and he said the anodes are at about 50% in the reuse tank. Please provide a proposal for replacing these anodes.

Thanks,  
Daniel Saus  
Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050  
cell: 612-638-8033

## Philip Mintzer

---

**From:** Marcelo Sicuro [Marcelo@florida-aquastore.com]  
**Sent:** Wednesday, January 11, 2012 2:11 PM  
**To:** Philip Mintzer  
**Subject:** RE: Marathon Service Area 5 WWTP: Re-use Tank Anodes

Phil:

The cost per anode if install while we are on site is \$650 USD plus applicable sales tax

Marcelo Sicuro  
V.P. & General Manager  
Florida Aquastore  
4722 N.W. Boca Raton Blvd.  
Suite C-102  
Boca Raton, FL 33431  
Tel: (561) 994-2400  
Mobile: (561) 239-5204  
Fax: (561) 994-2444  
marcelo@florida-aquastore.com

[www.florida-aquastore.com](http://www.florida-aquastore.com)

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

**From:** Philip Mintzer [mailto:pmintzer@whartonsmith.com]  
**Sent:** Wednesday, January 11, 2012 1:52 PM  
**To:** Marcelo Sicuro  
**Subject:** Marathon Service Area 5 WWTP: Re-use Tank Anodes

Marcelo,

Please provide the quote mentioned below.

Thanks, Phil.

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

**From:** Daniel Saus [mailto:dsaus@me.com]  
**Sent:** Wednesday, January 11, 2012 10:17 AM  
**To:** Philip Mintzer  
**Cc:** Geoffrey Schmidt; Walter Black; Dave Harlow; Serge Mashtakov  
**Subject:** Area 5 WWTP Re-use Tank Anodes

Phil,

None of us thought about the anodes in the re-use tank when all the other tank issues were going down. I spoke with Mark Inglis today and he said the anodes are at about 50% in the reuse tank. Please provide a proposal for replacing these anodes.

Thanks,  
Daniel Saus  
Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, Fl 33050  
cell: 612-638-8033



January 11, 2012

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 44 Cross Connection Backflow Preventer

Dear Mr. Saus:

Per WEC direction, we are please to provide our scope and proposal for the installation of one 2" backflow preventer.

The above referenced proposal for the amount of \$1,188.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the installation of one backflow preventer.

We have attached a detailed Proposal Summary No. 44 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.



Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 44

File / 10-041 / C-8A #44

CHANGE ORDER COST PROPOSAL NO. 44



MARATHON AREA 5 WWTP

PROPOSAL SUMMARY

#	DESCRIPTION	NOTES
1	Installation of one 2" backflow preventer as directed by WEC.	
2		
3		
4		
5		
6		
7		
8		
9		
10	The duration for the additional work outlined in this proposal is XX calendar days.	
11	The Contract Time Extension due to this Change Order is TO BE DETERMINED calendar days.	
12	<b>MATERIALS</b>	<b>TOTAL</b>
13	From Page 2	\$ 475.00
14	Tax 7.50%	\$ 35.63 \$ 510.63
15	P&O 20.0%	\$ 102.13 \$ 612.75
16		\$ 612.75
17		
18	<b>LABOR</b>	<b>HRS</b> <b>AVG \$ / HR</b> <b>TOTAL</b>
19	From Page 3	32 \$ 12.98 \$ 415.20
20	P&O 20.0%	\$ 83.04 \$ 498.24
21		\$ 498.24
22		
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>
24	From Page 4	\$ 48.61
25	Tax 7.50%	\$ 3.65 \$ 52.25
26	P&O 20.0%	\$ 10.45 \$ 62.70
27		\$ 62.70
28		
29	<b>SUBCONTRACTS</b>	<b>INV</b> <b>TOTAL</b>
30	From Page 5	\$ -
31		\$ -
32		
33		
34	Subtotal	\$ -
35	P&O 20.0%	\$ -
36		\$ -
37		
38	<b>OTHER</b>	<b>QTY</b> <b>REFERENCE</b> <b>TOTAL</b>
39	Additional Insurance	0.55% M + L + T&E + S \$ 1,173.69 \$ 6.46
40	Additional Bond	0.45% M + L + T&E + S \$ 1,173.69 \$ 5.28
41	Subtotal	\$ 11.74
42	P&O 20.0%	\$ 11.74 \$ 2.35
43		\$ 14.08
44		
45		<b>QTY</b> <b>REFERENCE</b> <b>TOTAL</b>
46	Extended Overhead	\$ 1,188.00 \$ - To be determined
47	Overhead cost	0.0% \$ 1,188.00 \$ -
48		\$ -
49		
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>
51		\$ 1,188.00
52		
53		\$ 1,188.00



**CHANGE ORDER COST PROPOSAL NO. 44**  
**MARATHON AREA 5 WWTP**  
**MATERIAL ESTIMATE**

Revision 00

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2	Backflow Preventer		1	ea	\$ 450.00	\$ 450.00	
3	Misc PVC fittings and pipe		1	ls	\$ 25.00	\$ 25.00	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ 475.00	
40					\$	475.00	







**CHANGE ORDER COST PROPOSAL NO. 44  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 415		4%	\$ 16.61	
2	Consumables	\$1.00 / Labor Hr	32.0		\$ 1.00	\$ 32.00	
3						\$ -	
4						\$ 48.61	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Loader			Day	\$ 465.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
12	Compactor			Day	\$ 1,500.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Welder			Day	\$ 74.80	\$ -	
17	Trencher			Day	\$ 245.00	\$ -	
18	Lift			Day	\$ 47.50	\$ -	
19	Loader			Day	\$ 465.00	\$ -	
20	Backhoe/Forklift			Day	\$ 465.00	\$ -	
21	Concrete Pump			Day	\$ 960.00	\$ -	
22	Excavator			Day	\$ 465.00	\$ -	
23	40 Ton Crane			Day	\$ 1,000.00	\$ -	
24	Core Drill			Day	\$ 85.00	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
29						\$ -	
30							
31							
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>	
33						\$ 48.61	
34							
35					<b>\$ 48.61</b>		



**CHANGE ORDER COST PROPOSAL NO. 44**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
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22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39			\$	-	
40			\$	-	







January 11, 2012

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 45 Sewer Forcemain Connection

Dear Mr. Saus:

Per WEC direction we are please to provide our scope and proposal for the installation of 2" sewer forcemain.

The above referenced proposal for the amount of \$ 2,105.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for the connection the existing lift station to the new forcemain.

We have attached a detailed Proposal Summary No. 45 to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 45

File / 10-041 / C-8A # 45

CHANGE ORDER COST PROPOSAL NO. 45



MARATHON AREA 5 WWTP

PROPOSAL SUMMARY

#	DESCRIPTION	NOTES		
1	Installation of approx. 40' of 2" sch 80 PVC pipe, fittings, 8" x 2" Double Strap Saddle, and tap existing pipe to tie-in 2" forcemain from existing liftstation.			
2				
3				
4				
5				
6				
7				
8				
9				
10		The duration for the additional work outlined in this proposal is XX calendar days.		
11	The Contract Time Extension due to this <u>Change Order</u> is <u>TO BE DETERMINED</u> calendar days.			
12	<b>MATERIALS</b>	<b>TOTAL</b>		
13	From Page 2	\$ 375.00		
14	Tax 7.50%	\$ 28.13		
15	P&O 20.0%	\$ 80.63		
16		<b>\$ 483.75</b>		
17				
18	<b>LABOR</b>	<b>HRS</b>	<b>AVG \$ / HR</b>	<b>TOTAL</b>
19	From Page 3	74	\$ 16.21	\$ 1,199.20
20		P&O 20.0%	\$ 239.84	\$ 1,439.04
21				<b>\$ 1,439.04</b>
22				
23	<b>TOOLS &amp; EQUIPMENT</b>			<b>TOTAL</b>
24	From Page 4			\$ 121.97
25		Tax 7.50%	\$ 9.15	\$ 131.12
26		P&O 20.0%	\$ 26.22	\$ 157.34
27				<b>\$ 157.34</b>
28				
29	<b>SUBCONTRACTS</b>	<b>INV</b>		<b>TOTAL</b>
30	From Page 5			\$ -
31				\$ -
32				
33				
34		Subtotal		\$ -
35		P&O 20.0%	\$ -	\$ -
36				<b>\$ -</b>
37				
38	<b>OTHER</b>	<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
39	Additional Insurance	0.55%	M + L + T&E + S	\$ 2,080.13
40	Additional Bond	0.45%	M + L + T&E + S	\$ 2,080.13
41			Subtotal	\$ 20.80
42			P&O 20.0%	\$ 20.80
43				<b>\$ 24.96</b>
44				
45		<b>QTY</b>	<b>REFERENCE</b>	<b>TOTAL</b>
46	Extended Overhead		\$ 2,105.00	\$ -
47	Overhead cost		0.0%	\$ 2,105.00
48				<b>\$ -</b>
49				
50	<b>FINAL QUOTE TOTAL</b>			<b>TOTAL</b>
51				\$ 2,105.00
52				
53			<b>\$</b>	<b>2,105.00</b>



Wharton-Smith, Inc.  
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 45

Revision 00

MARATHON AREA 5 WWTP

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2	8" x 2" Double Strap Saddle		1	ea	\$ 175.00	\$ 175.00	
3	2" Corp Stop		1	ea	\$ 100.00	\$ 100.00	
4	Misc PVC Fittings and Pipe		1	ls	\$ 100.00	\$ 100.00	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ 375.00	
40					\$	375.00	







**CHANGE ORDER COST PROPOSAL NO. 45**  
**MARATHON AREA 5 WWTP**  
**EQUIPMENT ESTIMATE**

Revision 00

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL
1	Small Tools	4% Labor Cost	\$ 1,199		4%	\$ 47.97
2	Consumables	\$1.00 / Labor Hr	74.0		\$ 1.00	\$ 74.00
3						\$ -
4						\$ 121.97
5						
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL
7	Pickup Truck			Day	\$ 43.50	\$ -
8	Air Compressor			Day	\$ 350.00	\$ -
9	Backhoe/Loader			Day	\$ 465.00	\$ -
10	Loader			Day	\$ 465.00	\$ -
11	Generator			Day	\$ 68.50	\$ -
12	Compactor			Day	\$ 1,500.00	\$ -
13						\$ -
14						
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL
16	Welder			Day	\$ 74.80	\$ -
17	Trencher			Day	\$ 245.00	\$ -
18	Lift			Day	\$ 47.50	\$ -
19	Loader			Day	\$ 465.00	\$ -
20	Backhoe/Forklift		-	Day	\$ 465.00	\$ -
21	Concrete Pump			Day	\$ 960.00	\$ -
22	Excavator			Day	\$ 465.00	\$ -
23	40 Ton Crane			Day	\$ 1,000.00	\$ -
24	Core Drill			Day	\$ 85.00	\$ -
25						\$ -
26						
#	FUEL	DESCRIPTION	Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost	12%	\$ -	\$ -	
29					\$ -	
30						
31						
32	EQUIPMENT SUBTOTAL					TOTAL
33						\$ 121.97
34						
35						\$ 121.97



**CHANGE ORDER COST PROPOSAL NO. 45**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision 00

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$	
40			\$	-	





January 19, 2012

Mr. Daniel Saus, PE  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, FL 33050

Re: Marathon Area 5 Wastewater Treatment Plant Expansion  
W-S Proposal No. 46 – Existing Winch Coatings Rev A

Dear Mr. Saus:

Per our last progress meeting dated 1-12-12 we are please to provide our scope and proposal for the coatings of the existing winches.

The above referenced proposal for the amount of \$ 1,480.00 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the Wharton-Smith, Inc. Proposal Summary required for applying Coal Tar Epoxy coating to the existing winches.

We have attached a detailed Proposal Summary No. 46A to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. At the present time we are unable to determine the schedule impact of this changed work. Upon receipt of a written Construction Directive, activities for the altered work will be incorporated into our schedule to determine impacts, if any, and the overall effect on the project completion date.

At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the City of Marathon, so we may proceed with the work identified in our Proposal Summary.

If there are any questions concerning this matter, do not hesitate to call.

Sincerely,  
Wharton-Smith, Inc.

Philip Mintzer  
Project Manager

Attachments:  
W-S Proposal No. 46A

File / 10-041 / C-8A # 46



CHANGE ORDER COST PROPOSAL NO. 46

Revision A

MARATHON AREA 5 WWTP

PROPOSAL SUMMARY

#	DESCRIPTION	NOTES	
1	Per progress meeting dated 1-12-12, we propose to coat the two existing mixer supports with Coal Tar Epoxy as requested. This proposal includes labor, materials, and equipment associated with the coating.  The duration for the additional work outlined in this proposal is XX calendar days. The Contract Time Extension due to this Change Order is <u>TO BE DETERMINED</u> calendar days.		
2			
3			
4			
5			
6			
7			
8			
9			
10			
12	<b>MATERIALS</b>	<b>TOTAL</b>	
13	From Page 2	\$ -	
14	Tax 7.50%	\$ -	
15	P&O 20.0%	\$ -	
16		\$ -	
18	<b>LABOR</b>	<b>TOTAL</b>	
19	From Page 3	\$ 204.40	
20	P&O 20.0%	\$ 40.88	
21		\$ 245.28	
23	<b>TOOLS &amp; EQUIPMENT</b>	<b>TOTAL</b>	
24	From Page 4	\$ 13.18	
25	Tax 7.50%	\$ 0.99	
26	P&O 20.0%	\$ 2.83	
27		\$ 17.00	
29	<b>SUBCONTRACTS</b>	<b>TOTAL</b>	
30	From Page 5	\$ 1,000.00	
31		\$ -	
32			
33			
34	Subtotal	\$ 1,000.00	
35	P&O 20.0%	\$ 200.00	
36		\$ 1,200.00	
38	<b>OTHER</b>	<b>TOTAL</b>	
39	Additional Insurance 0.55% M + L + T&E + S	\$ 8.04	
40	Additional Bond 0.45% M + L + T&E + S	\$ 6.58	
41	Subtotal	\$ 14.62	
42	P&O 20.0%	\$ 2.92	
43		\$ 17.55	
45		<b>TOTAL</b>	
46	Extended Overhead	\$ 1,480.00	To be determined
47	Overhead cost 0.0%	\$ 1,480.00	
48		\$ -	
50	<b>FINAL QUOTE TOTAL</b>	<b>TOTAL</b>	
51		\$ 1,480.00	
52			
53		\$ 1,480.00	



CHANGE ORDER COST PROPOSAL NO. 46

Revision A

MARATHON AREA 5 WWTP

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	





**CHANGE ORDER COST PROPOSAL NO. 46  
MARATHON AREA 5 WWTP  
EQUIPMENT ESTIMATE**

Revision A

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL
1	Small Tools	4% Labor Cost	\$ 204		4%	\$ 8.18
2	Consumables	\$1.00 / Labor Hr	5.0		\$ 1.00	\$ 5.00
3						\$ -
4						\$ 13.18
5						
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL
7	Pickup Truck			Day	\$ 43.50	\$ -
8	Air Compressor			Day	\$ 350.00	\$ -
9	Backhoe/Loader			Day	\$ 465.00	\$ -
10	Loader			Day	\$ 465.00	\$ -
11	Generator			Day	\$ 68.50	\$ -
12	Compactor			Day	\$ 1,500.00	\$ -
13						\$ -
14						
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL
16	Welder			Day	\$ 74.80	\$ -
17	Trencher			Day	\$ 245.00	\$ -
18	Lift			Day	\$ 47.50	\$ -
19	Loader			Day	\$ 465.00	\$ -
20	Backhoe/Forklift			Day	\$ 465.00	\$ -
21	Concrete Pump			Day	\$ 960.00	\$ -
22	Excavator			Day	\$ 465.00	\$ -
23	40 Ton Crane			Day	\$ 1,000.00	\$ -
24	Core Drill			Day	\$ 85.00	\$ -
25						\$ -
26						
#	FUEL	DESCRIPTION		Rate	REF	TOTAL
28	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -
29						\$ -
30						
31						
32	<b>EQUIPMENT SUBTOTAL</b>					<b>TOTAL</b>
33						\$ 13.18
34						
35					<b>\$ 13.18</b>	





**CHANGE ORDER COST PROPOSAL NO. 46**  
**MARATHON AREA 5 WWTP**  
**SUBCONTRACT ESTIMATE**

Revision A

#	SUBCONTRACTOR	SCOPE	INV #	TOTAL	NOTES
1		Cypress Construction		\$ 1,000.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 1,000.00	
40			\$	1,000.00	





*"Excellence in Engineering"*

6805 Overseas Highway  
Marathon, Florida 33050  
(305) 289-4161 ph  
(305) 289-4162 fax

## MEMORANDUM

**To:** Susie Thomas  
**From:** Daniel Saus  
**Date:** February 20, 2012  
**Re:** Area 5 WWTP Project Change Order #10  
Back-up for Item #10: Wharton-Smith Extended Overhead

---

The attached request for extended overhead costs was received from Wharton-Smith on September 19, 2011. Multiple issues are involved with these claims and a meeting was scheduled to discuss the request. That meeting took place on November 18<sup>th</sup> at City Hall with Ed Castle, Dan Saus, Roger Hernstadt, Phil Mintzer, Asif Shaikh, and yourself in attendance. At the meeting the City agreed that some of the issues were caused by unknown existing conditions and some were directly attributable to errors made by the process equipment supplier, Ovivo.

At that meeting it was agreed, by both parties, that the total additional compensation would be \$39,800.00. It was also agreed at that time that the City would pay half of this amount in Change Order #10 and that the other half would be reimbursed on a final balancing change order. The City intends to recover this half of the cost by retaining the amount from the final payment of the Ovivo purchase order.



**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP

September 19, 2011

Mr. Daniel Saus, P.E.  
The Weiler Engineering Corporation  
6805 Overseas Highway  
Marathon, Florida 33050

Re: Marathon Service Area 5 WWTP  
Contract Time Extension

Dear Mr. Saus,

Weiler Engineering and Wharton-Smith have worked concurrently to retro fit an existing plant and provide the owner with a usable plant both during construction and upon completion. Per our recent conversations and meeting of September 12, 2011, Wharton-Smith, Inc. respectfully request a time extension of 60 calendar days to be added to both the contract Substantial Completion and Final Completion dates.

As you are aware there have been several changes to the contract that have forced these date to be pushed these dates forward. These changes include, but are not limited to, changes in the design to the digester slab, the providing a pad mounted FKEC electric transformer, relocation of existing fire hose piping to accommodate the new transformer pad, modifications to splitter box supports, coarse screen supports, changes in scope related to the existing glassed line tanks, and changes to piping to allow for safe working conditions after completion including the addition of new walkway.

Per our discussion, we have reviewed our current schedule. Currently we are projecting to provide flow through the first train allowing for testing the equipment on October 24, 2011. Attached to the letter you will find our latest start-up schedule and progress schedule supporting this date.

As you are aware, each day the contractor is on site there are associated expenditures. Currently with the 60 day time extension being requested, we respectfully request an additional \$7,960.00 to be added to the contract amount. This amount represents a cost of \$2,932.00 per working day. Attached to this letter you will find documentation to support this amount.

As always, Wharton-Smith will continue to work with WEC and the City to provide a successful project. Should you have any questions concerning this matter, please feel free to contact me at my office.

Respectfully,  
Wharton-Smith, Inc.



Philip Mintzer  
Project Manager

Cc: Serge Pouch, W-S  
Geoff Schmidt, W-S

Attachments:  
Project Schedule  
Start-up Schedule  
Expense Breakdown  
File / 10-041 C-10A

Monthly Expenses:

Superintendent's Apartment:

Lease	1,395.00
Electric	99.00
Water	20.32
Cable	106.93

Craft Forman's Apartment:

Lease	1,350.00
Electric	225.82
Water	21.25
Storage Lot	500.00
Storage Unit	580.50
Cell Phones, 4 @ 100.00, Nextels	400.00
Wireless/Email Access	99.95
PM Air Card	79.98
Sanitary Facilities	233.70
Dumpsters	500.00
Vehicles	
Superintendents	550.05
Project Manager	512.78
Fuel	1,160.55
Water & Ice	100.00
Total Monthly Expenses:	<u>7,935.83</u>

Daily Expenses:

	Hours/Day	Rate	Total
Superintendent Wages with Burden	8.00	90.00	720.00
Craft Foremen Wages with Burden	8.00	50.00	400.00
Project Manager Wages with Burden	8.00	110.00	880.00
Project Engineer Wages with Burden	8.00	65.00	520.00
Superintendent Daily Per Diem			21.00
Craft Foremen Daily Per Diem			20.00
		Daily Expenses	<u>2,561.00</u>
		Number of Working Days per Week	<u>22.00</u>
		Daily Expenses per Month	<u>56,342.00</u>

Daily Expenses, From Above	56,342.00
Monthly Fixed Expenses, From Above	<u>7,935.83</u>
Total Monthly Expenses, Combined	<u>64,277.83</u>
Divided By # Working Days per Month	<u>22.14</u>
Total Daily Expenses Combined	<u>2,903.24</u>
Bond Cost, .45%	13.06
Insurance Cost, .55%	<u>15.96</u>
Daily Expenses Combined With Bond	<u>2,932.00</u>
Time Delay/Working Days	<u>30.00</u>
Monthly Expenses	<u>87,960.00</u>