

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-38**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT CHANGE ORDER WITH LAYNE HEAVY CIVIL, INC. FOR THE MARATHON AREA 3 AND AREA 4 FILTER UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$115,464.34; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT CHANGE ORDER #1 AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) awarded the contract for the “Marathon Area 3 and Area 4 WWTP Filter Upgrades” (the “Project”) on November 15, 2016 by Resolution 2016-106 in the amount of \$2,924,150.00; and

WHEREAS, the change order is found to be reasonable for the additional work requested by City staff and to be performed by Layne Heavy Civil, Inc., as the General Contractor, in the amount of \$115,464.34; and

WHEREAS, the City wishes except this change order, which will enable the City to include improved EQ Tank and filter coatings, sound wall modifications and air conditioning unit access and relocation of the existiing reuse line and odor control slab.

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

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

Section 2. The contract attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the contract 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 23rd DAY OF MAY 2017.

THE CITY OF MARATHON, FLORIDA


Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg
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:**



David Migut, City Attorney

**EXHIBIT "C"
CHANGE ORDER**

Travelers: 106620964
Liberty: 674024626

CHANGE ORDER NO. 01

TO: City of Marathon

**PROJECT: Marathon's Area 3 WWTP Upgrades, Area 4 WWTP Filter Upgrades -
(ITB 4-0-2016)**

CONTRACTOR: Reynolds Construction, LLC.

DATE:

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 "I"** 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, and/or time adjustments 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 the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$2,924,150.00 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **unchanged** 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.

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Travelers Casualty and Surety Company of America and
Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal


By: [Signature]


By: [Signature]
Signature and Title William A. Kantlehner, III
Attorney-in-Fact
City of Marathon

Countersigned By: [Signature]
Robert Corley McLendon, Fisher-Brown, Inc.
144 Harrison Avenue, Panama City, FL 32401

Attest: [Signature]
Diane L. Phelps, Attorney-in-Fact

Attest: [Signature]
Signature and Title Diane L. Phelps, Attorney-in-Fact
Contractor

By: 
Name: Charles Lindsey
Title: City Manager

By: 
Name: Kevin Sargent
Title: VICE PRESIDENT

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7420245

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cortes; Andrew G. Windhorst, Jr.; Christopher E. von Allmen; Diane L. Phelps; Jeffrey A. Brown; Roger A. Neal; Ryan P. Mitchell; Steven M. Garrett; Thomas J. Mitchell; William A. Kantlehner, III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of July, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of July, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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

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

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231527

Certificate No. 007145334

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	\$2,924,150.00
(2)	Current Contract Price (Adjusted by Previous Change)	\$2,924,150.00
(3)	Total Proposed Change in Contract Price	\$ 115,464.34
(4)	New Contract Price (Item 2 + Item 3)	\$3,039,614.34
(5)	Original Contract Time	300days
(6)	Previous Change in Contract Time	0 days
(6)	Current Contract Time (Adjusted by Previous Change)	300days
(7)	Total Proposed Change in Contract Time	0days
(8)	New Contract Time (Item 6 ± Item 7)	300days
(9)	Original Contract Substantial Completion Date	September 30, 2017
(10)	New Contract Substantial Completion Date	September 30, 2017

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1	Total Contract Price	\$2,924,150.00	\$115,464.34	\$00.00	\$115,464.4	0 days
Total					\$115,464.34	0 days

The Change Order is a result of: The Change Order #1 was the result of three separate reasons. (1) Recommendation that improves the coating system that will increase the life span and reduce maintenance of the EQ tank and filters. (2) Unforeseen field conditions which required modification of the design and resulted in additional work/materials for the contractor. (3) Request by City Staff to add an access hatch in the sound wall.

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
PCO#1 Improved Coating System for new EQ tank	\$ 70,261.68
PCO#2 Improved Coating System for the filters and CCC Tanks	\$ 33,334.71
PCO#5 Sound wall modifications	\$ 3,935.75
PCO#6 Odor Control slab relocation	\$ 5,485.21
PCO#7 Reuse Line relocation	\$ 2,446.99
	\$
	\$
	\$
TOTAL	\$ 115,464.34

Contract Time Extension Costs	Days Requested	Daily Rate	COST
0 Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0		\$ -
Total Time Extension Costs			\$ -

EXTENSION OF CONTRACT TIME:

Yes	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule is included in this proposal

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 2,430.40	10%	\$ 2,673.44
2. Material and Equipment:		\$ -	10%	\$ -
B. Subcontractors:		\$ 54,479.00	10%	\$ 59,926.90
C. Time Extension Costs		\$ -	10%	\$ -
D. Bonds and Insurance	1.85%	\$ 1,158.11	10%	\$ 1,273.92
E. Profit	10.00%	\$ 6,387.43	0%	\$ 6,387.43
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 70,261.68

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: _____
Title: Project Manager
Contractor: Layne Heavy Civil _____ Date: _____

ACCEPTANCE BY OWNER

Signature of Owner's Authorized Representative: _____ Date: _____
Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above _____

OWNER:	CONTRACTOR: Layne Heavy Civil, Inc.	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:



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**PROJECT CHANGE ORDER
PROPOSAL FORM**

PROJECT NAME: Marathon Area 384	CHANGE PROPOSAL NO. / #1	Rev 0
CUSTOMER: Wayne Heavy Civil	SALES ORDER NO.: Sales Order No.	
<p>EQ Ferrous Steel Tank Scope of work</p> <p>Ferrous Metal (Interior / Immersion) Surface Preparation Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.</p> <p>Remove all mill scale, rust, corrosion, and other contaminants in accordance with Near White Metal Blast Cleaning (SSPC-SP10 / NACE No 2). A minimum angular surface profile of 3.0 mils must be achieved. Surfaces must be clean and dry prior to the application of any coatings. All prepared bare steel must be primed the same day to avoid flash rusting.</p> <p>Coating System Prime Coat: Apply (1) one coat of Tnemec Series N69 HI Build Epoxoline II @ a rate of 4.0 – 6.0 mils DFT. Fill and smooth out all pits and voids with Tnemec Series 215 Surfacing Epoxy. Stripe Coat: Apply by Brush to all welds, edges, bolts, etc. (1) coat of Tnemec Series 435-5020 Gray Perma-Glaze @ a rate of 10.0 – 15.0 mils DFT C15 Intermediate Coat: Apply (1) one coat of Tnemec Series 435-5023 Beige Perma-Glaze @ a rate of 15.0 – 20.0 mils DFT. Finish Coat: Apply (1) one coat of Tnemec Series 435-5020 Gray Perma-Glaze @ a rate of 15.0 – 20.0 mils DFT.</p> <p>Ferrous Metal (Exterior / UV Exposure) Surface Preparation Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.</p> <p>Remove all rust, corrosion, and other contaminants in accordance with Commercial Blast Cleaning (SSPC-SP6 / NACE No 3) Surfaces must be clean and dry prior to the application of any coatings. All prepared bare steel must be primed the same day.</p> <p>Coating System Prime Coat: Apply (1) coat of Tnemec Series 1 Omnithane @ a rate of 2.5 – 3.5 mils DFT Stripe Coat: Apply by Brush to all welds, edges, bolts, etc. (1) coat of Tnemec Series N69 HI Build Epoxoline II @ a rate of 4.0 – 6.0 mils DFT Intermediate Coat: Apply (1) one coat of Tnemec Series N69 HI Build Epoxoline II @ a rate of 4.0 – 6.0 mils DFT. Finish Coat: Apply (1) one coat of Tnemec Series 1075U @ a rate of 2.0 – 3.0 mils DFT</p>		
TOTAL: \$		54,479

NOTES:
1) Acceptance of this Change Order proposal will impact the financial values listed on any additional outstanding Change Order proposals
2) All values in US dollars, unless noted otherwise

SCHEDULING / TIMING

- 1) Both parties must sign this form within three business days; and EWT must receive an amended Purchase Order reflecting this Change within ten business days, in order to make this Change Order valid.
- 2) The project schedule will be increased/decreased by 10 calendar days.
- 3) The Parties agree that as a result of this Change Order, in the event the project schedule is amended and as a result of such project schedule changes, the Buyer agrees that all references to Liquidated Damages, to the extent set forth in the Contract Documents, shall be adjusted accordingly. Seller shall strive to fulfill in full the revised project schedule, however, as the project schedule milestones are approximates only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer, if Seller fails to meet the revised delivery dates.
- 4) A new Billing Milestone shall be created to support this Change; which shall be invoiced in-full upon receipt of an amended Purchase Order.

SIGNATURES

THE EXISTING TERMS AND CONDITIONS SHALL REMAIN FULL FORCE AND EFFECT UNLESS MODIFIED SPECIFICALLY IN THIS CHANGE ORDER

Customer Name (Print) _____	Greg Smith EWT Project Manager Name (Print) _____
Customer Signature _____	<i>Greg Smith</i> EWT Project Manager Signature _____
Date _____	February 10, 2016 Date _____

cc: Project Controller, Salesperson, Sales Rep, EWT Project File



Layne Heavy Civil, Inc.

300 East Broad St
Fairburn, GA 30213

CHANGE PROPOSAL
SUMMARY NO: 003

PROJECT NAME	Marathon Area 3 & 4 WWTP Upgrades	PROJ. NO.:	43800
LOCATION:	Marathon, FL	DATE:	02/24/17
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	WEC	SPEC. SECTION:	0

REFERENCE PCO NO.: 003 FIELD DIRECTIVE NO.: N/A RFI NO.: OTHER:
DESCRIPTION Change the coatings for the exterior and interior of the existing filters and chlorine contact chambers based on new specifications.

PRICING INFORMATION

1. DIRECT LABOR

1.A PRODUCT LABOR:

1.B FOREMAN SUPERINTENDENT

1.C OFFICE ENGINEERING:

1.D BURDEN

SKILL/TRADE	MAN-HOURS	RATE	COST
Skilled Laborer (caulking)	6	\$ 52.24	\$ 313.44
Superintendent			
Project Engineer			\$ -
Project Manager	8	\$ 102.29	\$ 818.32
Labor Burden (included in Rates)			-
			\$ 1,131.76

2. MATERIALS AND EQUIPMENT

2.A INCORPORATED IN WORK:

2.B CONSUMED IN PERFORMANCE:

2.C EQUIPMENT:

2.D DIRECT COSTS:

2.E SALES TAX: 7.5%

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
SikaFlex 1A	8	Tubes	\$ 6.89	\$ 55.12
Small Tools (15% of Materials)	1	LS	\$ 8.27	\$ 8.27
Fuel and Service - 20% of Equip Costs				\$ -
				\$ 63.39
				\$ 4.75
				\$ 68.14

3. SUBCONTRACTORS

NAME

DESCRIPTION OF WORK

COST

3.A DIRECT:

Service Painting

Painting

\$ 25,800.00

3.B LOWER TIER:

\$ 25,800.00

Contract Time Extension Costs	Days Requested	Daily Rate	COST
0 Contractor Extension Costs	0		\$ -
Subcontractor Extension Costs	0		\$ -
Total Time Extension Costs			\$ -

EXTENSION OF CONTRACT TIME:

Yes	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule is included in this proposal

5. FEE STRUCTURE

	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 1,131.76	10%	\$ 1,244.94
2. Material and Equipment:		\$ 68.14	10%	\$ 74.96
B. Subcontractors:				
		\$ 25,800.00	10%	\$ 28,380.00
C. Time Extension Costs				
		\$ -	10%	\$ -
D. Bonds and Insurance				
	1.85%	\$ 549.45	10%	\$ 604.39
E. Profit				
	10.00%	\$ 3,030.43	0%	\$ 3,030.43
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 33,334.71

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: _____
 Title: Project Manager
 Contractor: Layne Heavy Civil
 Date: _____

ACCEPTANCE BY OWNER

Signature of Owner's Authorized Representative: _____ Date: _____
 Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above _____

OWNER:	CONTRACTOR: Layne Heavy Civil, Inc.	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:



Quotation

12140 Metro Parkway Suite K
 Fort Myers, FL 33966
 Phone (239) 939-7622
 Fax (239) 939-1543

DATE February 24, 2017

To: Layne
 Attention: Kevin Conkey
 Project: Marathon WTP Upgrades
 Location: Marathon, FL

Description	Amount
Service Painting of Florida is pleased to provide a quotation for the following updated specification sections	
<u>SPECIFICATION SECTIONS:</u>	
09900 - Protective coatings	
<u>PRICE BREAKDOWN:</u>	
-Original exterior filters coating system price	\$ 14,500
-Original interior filters coating system price	\$ 26,000
SUM TOTAL BID	\$ 40,500
-Updated spec exterior filters coating system price	\$ 16,300
-Updated spec interior filters coating system price	\$ 50,000
SUM TOTAL BID	\$ 66,300
- Davis Bacon Wage Rates not included	
- For P&P Bond, add 2%	

Best Regards,

SERVICE PAINTING OF FLORIDA

Phillip Henderson

Industrial Project Manager
 12140 Metro Parkway, Suite K
 Fort Myers, FL 33966
 239-939-7622 PH
 239-939-1543 FAX

E-mail: PhillipH@servicepainting.net

Web Site: www.servicepainting.net



Layne Heavy Civil, Inc.

300 East Broad St
Fairburn, GA 30213

CHANGE PROPOSAL
SUMMARY NO: 005

PROJECT NAME	Marathon Area 3 & 4 WWTP Upgrades	PROJ. NO.:	43800
LOCATION:	Marathon, FL	DATE:	04/17/17
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	WEC	SPEC SECTION:	0

REFERENCE PCO NO.: 005 FIELD DIRECTIVE NO.: N/A RFI NO.: N/A OTHER:
DESCRIPTION: Sound Wall Modifications

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST	
1. DIRECT LABOR	See Backup Sheet			\$ 1,045.14	
	1.A PRODUCT LABOR:				
	1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT				
	1.C OFFICE ENGINEERING:	Superintendent		\$ 99.22	\$ -
		Project Engineer			\$ -
		Project Manager	4	\$ 102.29	\$ 409.16
1.D BURDEN	Labor Burden (included in Rates)			\$ -	
				\$ 1,454.30	

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	See Backup Sheet				\$ 922.15
					\$ -
	2.A INCORPORATED IN WORK:				
	2.B CONSUMED IN PERFORMANCE:				
	2.C EQUIPMENT:				\$ -
		Fuel and Service - 20% of Equip Costs			
2.D DIRECT COSTS:					\$ 922.15
2.E SALES TAX: 7.5%					\$ -
					\$ 922.15

	NAME	DESCRIPTION OF WORK	COST
3. SUBCONTRACTORS			
	3.A DIRECT:	Nearshore Electric	Relocating Lights
3.B LOWER TIER:			
			\$ 850.00

Contract Time Extension Costs	Days Requested	Daily Rate	COST
0 Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0	0	\$ -
Total Time Extension Costs			\$ -

EXTENSION OF CONTRACT TIME:

Applicable	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
Unlikely	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 1,454.30	10%	\$ 1,599.73
2. Material and Equipment:		\$ 922.15	10%	\$ 1,014.36
B. Subcontractors:		\$ 850.00	5%	\$ 892.50
C. Time Extension Costs *		\$ -	10%	\$ -
D. Bonds and Insurance	1.85%	\$ 64.87	10%	\$ 71.36
E. Profit	10.00%	\$ 357.80	0%	\$ 357.80
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 3,935.75

* Layne reserves the right to a "day for day" contractual duration extension as related to this delay. Layne does not guarantee that the end contract date will be met due to this additional work. We shall preserve the rights for premium costs, rental equipment, direct fees, OH and profit if the contract is required to be extended for the lost time associated with this delay. If additional costs are incurred, they shall be reconciled no later than end of the project. **Subcontractor fee reduction has been reduced by Layne as discretionary. Layne has reduced the SC OH Fee based on the scope of work. Layne shall evaluate the reduction of the allowable contract fee on a individual proposal basis.

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Kevin Conkey
 Title: Project Manager
 Contractor: Layne Heavy Civil
 Date: _____

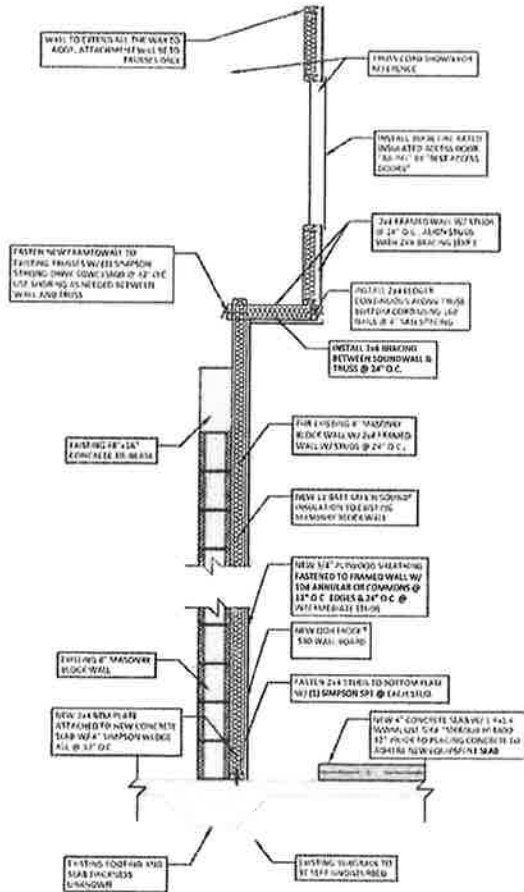
ACCEPTANCE BY OWNER

Signature of Owner's Authorized Representative: _____ Date: _____
 _____ Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above

OWNER:	CONTRACTOR: Layne Heavy Civil, Inc.	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:

Proposal: 5
Description: Sound Wall Modifications
Date: 4/17/2017

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Additional Framing for Step Out and Access Hatch - Materials											
Access Hatch	1	LS			\$ 506.75	\$ 506.75					\$ 506.75
2x6x16	8	EA			\$ 10.73	\$ 85.84					\$ 85.84
2x4 joist hangers	19	EA			\$ 0.75	\$ 14.25					\$ 14.25
Plywood	3	SHT			\$ 37.98	\$ 113.94					\$ 113.94
Drywall	3	SHT			\$ 58.17	\$ 174.51					\$ 174.51
Misc hardware 3% of materials	1	LS			\$ 26.86	\$ 26.86					\$ 26.86
Additional Framing for Step Out and Access Hatch - Labor											
Jeremy Girod	3	HR	99.22	\$ 297.66							\$ 297.66
Guillermo Ojeda	4	HR	52.24	\$ 208.96							\$ 208.96
Carlos Ferna	4	HR	82.39	\$ 329.56							\$ 329.56
Quinten Conyers	4	HR	52.24	\$ 208.96							\$ 208.96
Relocating Lighting											
Electrician - Nearshore	1	LS					\$ 850.00	\$ 850.00			\$ 850.00
TOTALS				\$ 1,045.14		\$ 922.15		\$ 850.00		\$ -	\$ 2,817.29



WALL TO EXISTENTIAL FINISH TO ADD. ATTACHMENT WALL TO EXISTENCE

TRUSS COND. DOWNWARD REFERENCE

INSTALL 2x4x8 INSULATED ACCESS DOOR TO TOP OF TRUSS ACCESS DOOR

2x4 BRASS WALL SET STUD @ 24" O.C. 1/2" DIA. BRASS STUD WITH 2x4 BRASS W/ 1/2" DIA.

INSTALL 2x4x8 INSULATED ACCESS DOOR TO TOP OF TRUSS ACCESS DOOR TO TOP OF TRUSS ACCESS DOOR

INSTALL THE BRASS BETWEEN SOUNDWALL & TRUSS @ 24" O.C.

EXISTING NEW BRASS WALL TO EXISTING BRASS WALL WITH SIMPSON STRONG-TIE WALL STUD @ 24" O.C. FOR BRASS TO BE SET BETWEEN WALL AND TRUSS

EXISTING 8" MASONRY BRICK WALL WITH 2x4 FRAMING WALL STUD @ 24" O.C.

EXISTING 8" MASONRY BRICK WALL WITH 2x4 FRAMING WALL STUD @ 24" O.C.

NEW 1/2" BATT CELLULOSIC INSULATION TO EXISTING MASONRY BRICK WALL

NEW 1/2" POLYWOOD SHEATHING FASTENED TO FINISH WALL W/ 1x4 BRASS STUD @ 24" O.C. @ 24" O.C. EDGES & 24" O.C. @ INTERMEDIATE STUDS

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

NEW 2x4 BRASS WALL STUD @ 24" O.C.

TYPICAL WALL DETAIL
SCALE: 3/4" = 1'-0"

Kevin Conkey

From: ssuggs@weilerengineering.org
Sent: Thursday, March 23, 2017 9:47 AM
To: Kevin Conkey
Cc: Joshua Vondersaar
Subject: Marathon Area 3 & 4 Upgrades Soundwall
Attachments: Prelim Soundwall Revised Detail 170323.pdf; BA-PFI.pdf

Hey Kevin,

Please see attached revised soundwall detail to include access hatch and some field adjustments based on my conversation with Jermey. We will discuss this at the meeting. I have put a link below where the access hatch can be obtained with a price.

<http://www.bestaccessdoors.com/36-x-36-fire-rated-insulated-access-door-with-flange/>

Best regards,

Steve Suggs E.I.
Weiler Engineering Corporation
(941) 323-1787

Kevin Conkey

From: ssuggs@weilerengineering.org
Sent: Monday, March 27, 2017 8:32 AM
To: Kevin Conkey
Cc: Jerney Girod; Joshua Vondersaar; Ed Castle; Mark Bombard; Dan Saus
Subject: Marathon Area 3 & 4 Soundwall Access Hatch

Kevin,

As discussed at the progress meeting, please go a head and order the access hatch for installation in the soundwall.

Thanks,

Steve Suggs E.I.
Weiler Engineering Corporation
(941) 323-1787

Kevin Conkey

From: Best Access Doors <sales@bestaccessdoors.com>
Sent: Sunday, March 26, 2017 10:52 AM
To: Kevin Conkey
Subject: Your Best Access Doors Order Confirmation (#17967)

Thanks for Your Order



Your order ID is #17967.

Shipping Address

JermeY Girod
Layne
4095 Overseas Hwy
Marathon, Florida 33050
United States
260-706-1898

Billing Address

Kevin Conkey
300 E. Broad St
Fairburn, Georgia 30213
United States
770-969-4040

Your Order Contains...

Cart Items	SKU	Qty	Item Price	Item Total
36" x 36" - Fire Rated Insulated Access Door with Flange (Choose a Lock / Latch: 2 x Ring/tool key operated slam latches, \$0.00 - Standard)	BA-PFI-36-36	1	\$336.75 USD	\$336.75 USD

Subtotal: \$336.75 USD

Shipping: \$170.00 USD

Grand Total: \$506.75 USD

Payment Method: Credit Card

Best Access Doors

<http://www.bestaccessdoors.com/>

Best Access Doors, Providing High Quality doors across North America.

Home / Lumber & Composites / Framing Lumber & Studs / Dimensional Lumber
Model # 161799 Internet #100015482 Store SKU #161799



2 in. x 6 in. x 16 ft. #2 and Better Kiln-Dried Heat Treated Spruce-Pine-Fir Lumber

★★★★★ (2) [Write a Review](#) [Questions & Answers \(1\)](#)

- Meets the highest grading standards for strength and appearance
- Ideal for a range of structural or nonstructural applications
- For interior or exterior use - can be painted, sealed, or stained

\$10.73 /each

[Save to List](#)

Quantity - 1 +

Pick Up In Store Today

We'll Ship It to You

Add to Cart

Express Delivery

Free store pickup at Marathon

Expect it
as soon as tomorrow

177 In stock

Aisle 21, Bay 008

[Check Nearby Stores](#)

You choose the time and place, we'll deliver!
See your options in checkout.

Or buy now with

Your local store: Marathon
Store Details & Services

Easy returns in store and online
[Learn about our return policy](#)

Product Overview

Every piece of 2 in. x 6 in. x 16 ft. Kiln-Dried Heat Treated Dimensional Lumber meets the highest grading standards for strength and appearance. This high quality lumber is ideal for a wide range of structural and nonstructural applications including framing of houses, barns, sheds, and commercial construction. Perfect for projects that require structural dimensional lumber that meets building codes. It can also be used for furniture and hobbies, and comes in a variety of widths and lengths. As long as lumber is properly primed and painted or sealed and stained it can be used in exterior applications. California residents: see Proposition 65 information: x

- Each piece of this lumber meets the highest quality grading standards for strength and appearance
- Lumber can be primed and painted or sealed and stained.
- For interior or exterior use
- Common: 2 in. x 6 in. x 16 ft.; Actual: 1.5 in. x 5.5 in. x 192 in.
- Untreated Premium Grade
- Note: product may vary by store
- [Click to learn how to select the right lumber for your project](#)

Home / Building Materials / Builders Hardware / Joist Hangers

Model # LUS24Z Internet #100375190 Store SKU #865794
Store SO SKU #592854



Simpson Strong-Tie
Z-MAX 2 in. x 4 in.
Galvanized Double Shear
Face Mount Joist Hanger

★★★★★ (9) [Write a Review](#) [Questions & Answers \(5\)](#)

\$0.75 /each

[Save to List](#)

Quantity

Pick Up In Store Today

We'll Ship It to You

Add to Cart

Add to Cart

Free store pickup at Marathon

Free Shipping on \$45 order

186 In stock

Expect it
April 26

End Cap 2, Bay 012

[See Shipping Options](#)

[Check Nearby Stores](#)

Or buy now with

We're unable to ship this item to:
AK, GU, HI, PR, VI

Schedule delivery as soon as tomorrow

Product Overview

Joist hangers are designed to provide support underneath the joist, rafter or beam to provide a strong a connection. Simpson Strong-Tie offers a diverse line of hangers to handle almost any application with top flange, concealed flange and field skewable and slopeable options. LUS joist hangers provide a connection between a joist and header.

- Patented double-shear nailing design provides greater strength with fewer nails
- Speed prongs for fast and easy installation
- Angled joist nailing easier in tight spaces
- Do not bend or remove tabs
- Fits Joist Size: 2 in. x 4 in.

Info & Guides

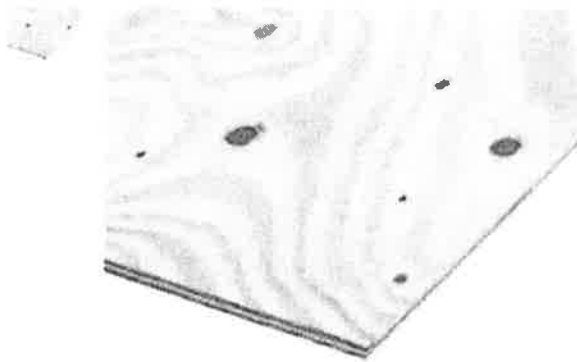
[Installation Guide](#)

[Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents.
[Download a free copy from the Adobe Web site.](#)

Home / Lumber & Composites / Plywood / Sheathing Plywood

Model # 106126 Internet #206971071 Store SKU #1001754130



3/4 in. x 4 ft. x 8 ft. Ground Contact Pressure Treated Pine Performance Rated Sheathing

★★★★☆ (6) Write a Review Questions & Answers (22)

- Ideal for exposed structures, sill plates, decks, ramps and more
- Eco-friendly construction from renewable southern yellow pine
- Protected against decay, rot and termite damage

\$37.98 /each

Save to List

Quantity - 1 +

Pick Up In Store Today

We'll Ship It to You

Add to Cart

Express Delivery

Free store pickup at Marathon

Expect it
as soon as tomorrow

63 In stock

Aisle 17, Bay 007

Check Nearby Stores

You choose the time and place, we'll deliver!
See your options in checkout.

Or buy now with

Your local store: Marathon
Store Details & Services

Easy returns in store and online
Learn about our return policy

Product Overview

Pressure-Treated Southern Yellow Pine meets the highest grading standards for strength and appearance. Treated for protection against fungal decay, rot and termites, it is ideal for ground contact and a variety of general uses including exposed structures, sill plates, decks, docks, ramps and other outdoor applications. Responsibly manufactured from renewable southern yellow pine, this plywood is both safe and environmentally friendly when used as directed in appropriate applications.

California residents: see Proposition 65 information »

- Made of southern yellow pine
- Pressure-treated for ground contact and exterior general use
- Backed by a lifetime limited warranty against termite infestation and rot
- 3/4 in. x 4 ft. x 8 ft.
- Uniform thickness, density and appearance for stable and long lasting performance
- Note: product may vary by store



Banner Supply Co.
7195 NW 30th Street
Miami, Florida 33122
Ph: (305) 593-2946

QUOTATION

Quote Number
1634849

Required Date Page
3/22/2017 1 of 1

Bill To:
 CASH ON DELIVERY
 FL

Ship To:
 LAYNE/WATER+MINERAL+ENERGY
 DADE COUNTY
 4095 OVERSEAS HWY
 MARATHON, FL 33050

Customer ID: 127833

PO Number			Ship Route		Taker			
LAYNE/KEVIN					JLAUSELL			
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Order Note: *****DELIVERY***KEVIN#469-261-9586**

20.00	0.00	20.00	EA	1.0	D58QR8ES 5/8IN QUIET ROCK ES 8FT 50/LIFT EASY SNAP	EA	58.1700	1,163.40

Total Lines: 6

SUB-TOTAL:
TAX:
MDC:
MFSC:
AMOUNT DUE:



Nearshore Electric, Inc.

State Certified Electrical Contractor

#EC13001186

Scope of Work

Contractor: Layne Heavy Civil, Inc.
Phone: (770) 969-4040 ~ **E-mail:** Kevin.Conkey@Layne.com
Project: Area 3 & 4

Job #161011
Confidential
Change Order #1

April 20, 2017

To all concerned,

We are pleased to offer you our proposal for the electrical work required at Area 3 in Marathon Key Florida. All work performed by Nearshore Electric, Inc. shall conform to current codes, regulations, and project specifications. All work performed by Nearshore Electric, Inc. shall be warranted for a period of one year. The following breakdown describes the items and services that Nearshore Electric, Inc. shall provide as well as any exclusion from our scope of work.

INCLUDED IN BID:

- ◆ Relocate 3-8ft VP light fixtures to accommodate new wall extension
- ◆ Provide and install new light and switch in cubby hole in new wall
- ◆ Workers Comp/General Liability Insurance
- ◆ Taxes
- ◆ Warranty

EXCLUDED FROM BID:

- ◆ Permit fees
- ◆ Any Scope of work not clearly shown on drawings or within the bid documents and/or specifications is not included in this proposal.

We propose to furnish material and labor, complete in accordance with the above specifications, for the lump sum of: ***Eight Hundred Fifty Dollars and No Cents***..... **\$850.00**

Authorized Signature _____
Jeffery L Kirk ~ President

Date 4/20/2017



Layne Heavy Civil, Inc.

300 East Broad St
Fairburn, GA 30213

CHANGE PROPOSAL
SUMMARY NO: 006

PROJECT NAME	Marathon Area 3 & 4 WWTP Upgrades	PROJ. NO.:	43800
LOCATION:	Marathon, FL	DATE:	04/27/17
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	WEC	SPEC. SECTION:	0

REFERENCE PCO NO.: 006 FIELD DIRECTIVE NO.: N/A RFI NO.: N/A OTHER:
DESCRIPTION: Odor Control Slab Relocation

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST
1. DIRECT LABOR	See Backup Sheet			\$ 659.12
1.A PRODUCT LABOR:				
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT				
1.C OFFICE ENGINEERING:	Superintendent	2	\$ 99.22	\$ 198.44
	Project Engineer			\$ -
	Project Manager	4	\$ 102.29	\$ 409.16
1.D BURDEN	Labor Burden (included in Rates)			\$ -
				\$ 1,266.72

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	See Backup Sheet				\$ 324.82
2.A INCORPORATED IN WORK:					\$ -
2.B CONSUMED IN PERFORMANCE:					
2.C EQUIPMENT:					\$ -
	Fuel and Service - 20% of Equip Costs				\$ -
2.D DIRECT COSTS:					\$ 324.82
2.E SALES TAX: 7.5%					\$ 24.36
					\$ 349.18

	NAME	DESCRIPTION OF WORK	COST
3. SUBCONTRACTORS			
3.A DIRECT:	Nearshore Electric	Additional Conduit and Wire	\$ 2,859.35
3.B LOWER TIER:			
			\$ 2,859.35

Contract Time Extension Costs	Days Requested	Daily Rate	COST
0 Contractor Extension Costs	0		0 \$ -
Subcontractor Extension Costs	0		\$ -
Total Time Extension Costs			\$ -

EXTENSION OF CONTRACT TIME:

Applicable	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 1,266.72	10%	\$ 1,393.39
2. Material and Equipment:		\$ 324.82	10%	\$ 357.30
B. Subcontractors:		\$ 2,859.35	10%	\$ 3,145.29
C. Time Extension Costs *		\$ -	10%	\$ -
D. Bonds and Insurance	1.85%	\$ 90.58	0%	\$ 90.58
E. Profit	10.00%	\$ 498.66	0%	\$ 498.66
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 5,485.21

* Layne reserves the right to a "day for day" contractual duration extension as related to this delay. Layne does not guarantee that the end contract date will be met due to this delay. We shall preserve the rights for premium costs, rental equipment, direct fees, OH and profit if the contract is required to be extended for the lost time associated with this delay. If additional costs are incurred, they shall be reconciled no later than end of the project.

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change

Signed: Kevin Conkey
 Title: Project Manager Date: _____
 Contractor: Layne Heavy Civil

ACCEPTANCE BY OWNER

Signature of Owner's Authorized Representative: _____ Date: _____
 _____ Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above

OWNER:	CONTRACTOR: Layne Heavy Civil, Inc.	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:

Proposal: 6
 Description: Odor Control Slab Relocation
 Date: 4/27/2017

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Deduct for Original Slab - 90 SF											
Concrete	-1.7	CY			\$ 165.00	\$ (280.50)					\$ (280.50)
Rebar	-120.24	LBS			\$ 0.46	\$ (55.31)					\$ (55.31)
New Odor Control Slab - 167 SF											
Concrete	3.1	CY			\$ 165.00	\$ 511.50					\$ 511.50
Delivery fee (separate pour)	1	LS			\$ 46.50	\$ 46.50					\$ 46.50
Rebar	223.11	LBS			\$ 0.46	\$ 102.63					\$ 102.63
Additional Labor (Formwork, rebar install and Placement)	8	MH	82.39	\$ 659.12							\$ 659.12
											\$ -
											\$ -
											\$ -
TOTALS				\$ 659.12		\$ 324.82		\$ -		\$ -	\$ 983.94



Layne Heavy Civil, Inc.

300 East Broad St
Fairburn, GA 30213

CHANGE PROPOSAL
SUMMARY NO: 007

PROJECT NAME	Marathon Area 3 & 4 WWTP Upgrades	PROJ. NO.:	43800
LOCATION:	Marathon, FL	DATE:	04/27/17
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	WEC	SPEC. SECTION:	0

REFERENCE PCO NO.: 007 FIELD DIRECTIVE NO.: N/A RFI NO.: N/A OTHER:

DESCRIPTION: RCW reroute modifications
Location was revised in order to save the existing trees along the fence line. The relocation added 4 fittings and the owner requested the addition of a owner provided valve.

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST
1. DIRECT LABOR	See Backup Sheet			\$ 648.49
1.A PRODUCT LABOR:				
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT				
1.C OFFICE ENGINEERING:	Superintendent	4	\$ 99.22	\$ 396.88
	Project Engineer			\$ -
	Project Manager	4	\$ 102.29	\$ 409.16
1.D BURDEN	Labor Burden (included in Rates)			\$ -
				\$ 1,454.53

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	See Backup Sheet				\$ 510.04
2.A INCORPORATED IN WORK:					\$ -
2.B CONSUMED IN PERFORMANCE:	Small Tools - 5% of Materials				\$ 25.50
2.C EQUIPMENT:					\$ 21.00
	Fuel and Service - 20% of Equip Costs				\$ 4.20
2.D DIRECT COSTS:					\$ 560.74
2.E SALES TAX: 7.5%					\$ 42.06
					\$ 602.80

	NAME	DESCRIPTION OF WORK	COST
3. SUBCONTRACTORS			
3.A DIRECT:			
3.B LOWER TIER:			
			\$ -

Contract Time Extension Costs		Days Requested	Daily Rate	COST
0	Contractor Extension Costs	0	0	\$ -
	Subcontractor Extension Costs	0	0	\$ -
Total Time Extension Costs				\$ -

EXTENSION OF CONTRACT TIME:	
Applicable	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
Unlikely	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 1,454.53	10%	\$ 1,599.98
2. Material and Equipment:		\$ 531.04	10%	\$ 584.14
B. Subcontractors:				
		\$ -	10%	\$ -
C. Time Extension Costs *				
		\$ -	10%	\$ -
D. Bonds and Insurance				
	1.85%	\$ 40.41	0%	\$ 40.41
E. Profit				
	10.00%	\$ 222.45	0%	\$ 222.45
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			TOTAL	\$ 2,446.99

* If additional costs are incurred, they shall be reconciled no later than end of the project.

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Kevin Conkey
Title: Project Manager
Contractor: Layne Heavy Civil

Date: _____

ACCEPTANCE BY OWNER

Signature of Owner's Authorized Representative: _____ Date: _____

Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above _____

OWNER:	CONTRACTOR: Layne Heavy Civil, Inc.	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:

Proposal: 7
 Description: RCW reroute modifications
 Date: 4/27/2017

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Removal of Trees around New Odor Control Slab - 4/10/17											
Carlos Ferna	3	MH	82.39	\$ 247.17							\$ 247.17
Guillermo Ojeda	3	MH	58.24	\$ 174.72							\$ 174.72
Backhoe	3	HR						\$ 7.00	\$ 21.00		\$ 21.00
Additional Pipe Fittings											
4" 11.25 Bend	2	EA	20.60	\$ 41.20	\$ 28.77	\$ 57.54					\$ 98.74
4" 45 Bend	2	EA	20.60	\$ 41.20	\$ 21.75	\$ 43.50					\$ 84.70
4" Mega Lugs	10	EA	10.30	\$ 103.00	\$ 40.90	\$ 409.00					\$ 512.00
4" Valve	1	EA	41.20	\$ 41.20	\$ -						\$ 41.20
TOTALS				\$ 648.49		\$ 510.04		\$ -		\$ 21.00	\$ 1,179.53

HD SUPPLY

WATERWORKS

DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # H149343
 Invoice Date 5/08/17
 Account # 222189
 Sales Rep VAUGHN LAHR
 Phone # 786-573-3401
 Branch #046 Miami, FL
 Total Amount Due \$492.80

Remit To:
 HD SUPPLY WATERWORKS, LTD.
 PO BOX 4853
 ORLANDO, FL 32802-4853

REYNOLDS CONSTRUCTION, LLC
 REYNOLDS CONSTRUCTION, LLC
 4544 N STATE ROAD 37
 ORLEANS IN 47452

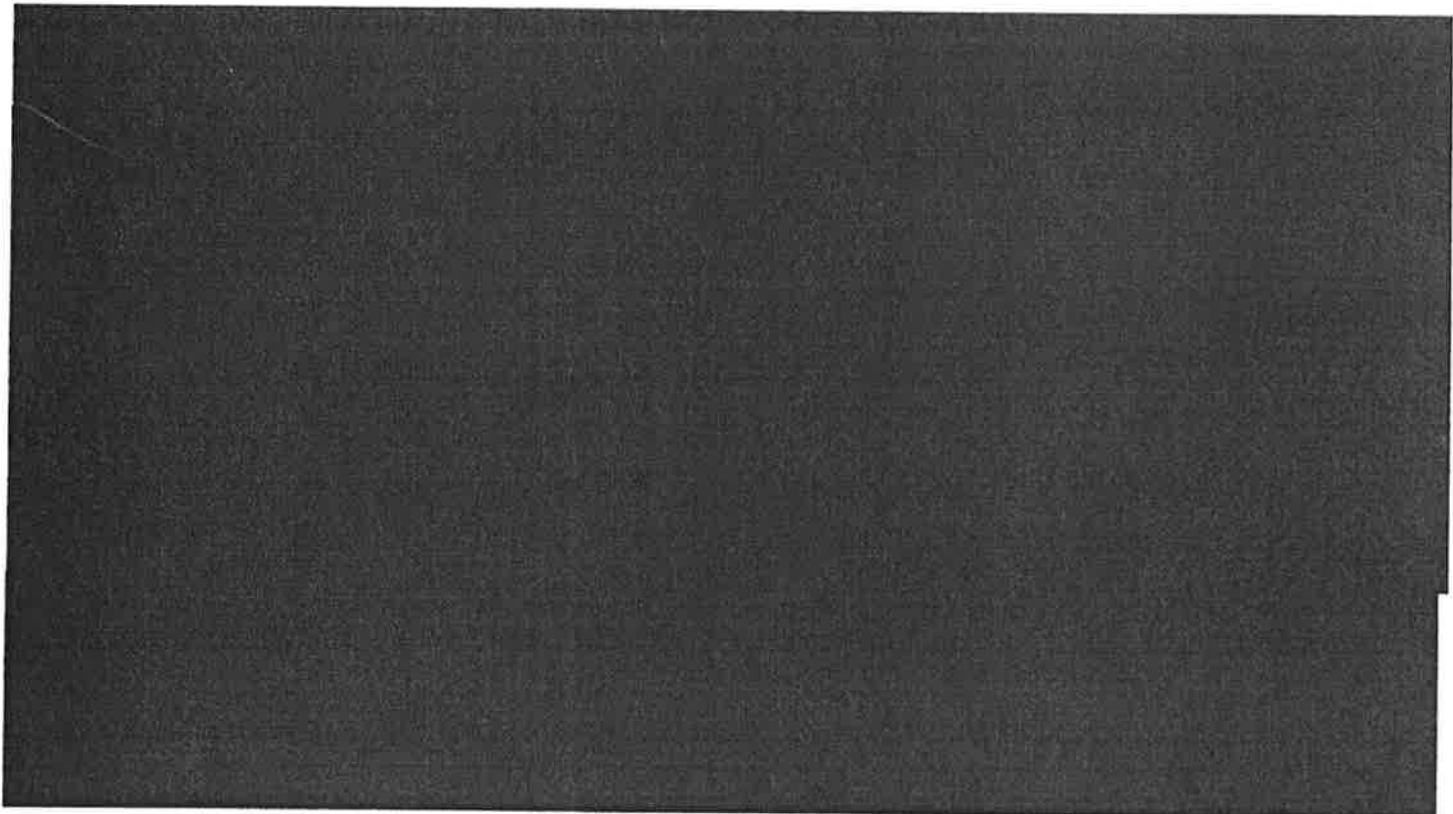
Shipped To:
 AREA 3 FM -FKAA 4053-12
 VARIES ON US1
 MARATHON, FL

CUSTOMER JOB- AREA 3 FKAA 4053-12

 Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
5/04/17	5/05/17	4053-12	FKAA 4053-12	AREA 3		CARRIERHDSUPPLY	H149343

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
21I041M	4 MJ 11-1/4 BEND(I) CP DI C153	2	2		28.77000 EA	57.54	





Layne Heavy Civil, Inc.
 300 East Broad Street, Fairburn GA 30213
 Office: 770.969.4040 Fax: 770.969.4383

PURCHASE ORDER

Date: 2/14/2017 PO #: 282010

* PO No. Must Appear On All Delivery Papers and Invoices

TO: ("Vendor")
Ferguson Waterworks
 4655 Buford Hwy
 Norcross, GA 30043
 ATTN: Ben Corbitt
 Email: ben.corbitt@ferguson.com
 Office: 770-248-9037
 PROJECT: **Marathon Area 3 and 4 WWTP Upgrades**

SHIP TO:
Layne Heavy Civil, Inc.
 4095 Overseas Highway
 Marathon, FL 33050
 ATTN: Jermei Girod Cell: 206-706-1898

JOB NO.
43800

This Order is given for the sale, furnishing and delivery of the material(s), equipment, system(s) and/or product(s) described below, plus performance and assumption of services and obligations incidental to same ("Goods/Services") in strict accordance with the terms and conditions stated herein and in all applicable plans, specifications, general and supplementary conditions and other items governing any Prime Contract awarded to Layne concerning the Project identified above (collectively referred to herein as "Contract Documents"), all of which shall be deemed incorporated herein by reference.

GOODS/SERVICES					
Cost Code	Quantity	Units	Description	Unit Price	Amount
1410.80015200			Area 3 RCW Reroute		
	4	EA	4" MJ 45 Bend	\$21.75	\$87.00
	10	EA	4" Megalug for PVC	\$40.90	\$409.00

Sub-Total:
 7.5% Sales Tax:

TOTAL PURCHASE ORDER AMOUNT:

Special Provisions and Instructions

- All material shall be provided per the contract plans, specifications and Layne provided documentation. In case of conflicts PO holder is responsible for clarifications and distinctions as to not delay or affect the project.
- Vendor shall provide electronic submittals within one (1) week of issuance of purchase order. Upon return from the engineer, vendor shall have submittals and documents altered as required and necessary in two (2) business days. Delivery shall not be affected by drawings that do not meet specification, contract or drawings. Delivery date is based on PO issuance. Layne shall not be damaged or affected due to submittals and shall not be affected by the review by the Engineer based on drawings prepared by PO recipient.
- Delivery's shall be coordinated with the Project Staff. Delivery shall be per a mutually approved schedule and based off of the approved fabrication drawings, prearranged and approved. Material delivery lead time shall be on or before fifteen (15) days of issuance of submittal to the engineer, not necessarily approved submittals. Notification shall be no less than forty-eight (48) hours in advance and shall be confirmed prior to delivery. Layne shall not be at fault for a missed delivery, weather hindrance/delay, or similar if delivery confirmation does not occur. Delivery shall occur on an open trailer suitable unloading with standard construction equipment.
- Freight: FOB to the jobsite address shown above. Delivery's shall be prearranged and approved.
- All accessories as provided by the vendor shall be shipped, organized, and separated as per respective unit; unorganized, unlabeled and/or mislabeled materials will not be accepted. All time related to shake out, organization and packaging will be reduced from the contract.
- Jobsite is located in Florida Keys and is subject to unique weather and environmental conditions. Vendor shall be aware of these conditions and no delays or changes will be acceptable due to these conditions.
- Any claims, errors, or omissions shall be noted to Layne by no later than ten (10) business days from date of PO receipt.
- Payment Terms: 100% net 65 days of delivery, invoice, and acceptance of the PO issuer.
- In any case of the milestone dates not being met, PO holder shall be responsible for express shipping and other costs associated with expediting materials. Other contractual obligations shall be met and executed.
- Prior to unloading of materials, Layne's signature on site acknowledges that a delivery was received. Signature does not verify that all materials were received or verified. Layne will make a due diligence, however the Layne does not intend to unpackage, uncrate, unbox or similar to the materials received.
- The one year warranty period will start on the date of final completion. Anticipated date is October 2017, however this is subject to change.
- Sales tax shall be represented and individually separately on invoice(s).

Authorized Buyer for Layne Heavy Civil, Inc.
Kevln Conkey

We acknowledge receipt of this order and hereby agree to furnish all materials, equipment and services in accordance with the specifications, terms, conditions and delivery time as stated.

Ferguson Waterworks
 Principal Supplier/Vendor

Charles J. Grant
 Authorized Signatory, Title