



WATER POLLUTION CONTROL

MEMORANDUM

To: Gregg Mandsager, City Administrator

From: Roger Kirby, Director WPCP

Date: December 31, 2012

Re: WPCP Pay Estimate, Change Order #9 and Reduction in Retainage

INTRODUCTION: Attached is a pay estimate of \$162,964 for work completed since the last payment application which includes change order # 9 in the amount of \$21,875 and reduction in the retainage for the project to \$90,000. Also included is an additional reduction payment of \$33,275 for retainage paid by the City to Hutcheson Engineering Products in conjunction with ordering the new effluent pumps. This reduction was agreed to by Williams Bros. Construction. Staff has reviewed all attached items and recommends council approval.

ENGINEERING CONTRACT ISSUES:

Work is progressing for quickly wrapping up the project with several new action items. WPCP staff sent a proposal to settle with V & K for \$184,000 to close the effluent pump issues and finalize the project. The #4 pump would be installed by plant staff at a later date and all equipment would become the property of the City. Williams Bros. would still be responsible for installing pumps #2 and #3 as required to complete their contract with only minimal re-mobilization costs. Subcontractors would be required to complete contractual work for plumbing, electrical and controls at minimal re-mobilization costs. This would release all parties from further obligation and avoid any legal complications that have been threatening to extend the project even further.



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

December 28, 2012

Roger Kirby
Director, Water Pollution Control Plant
City of Muscatine
1202 Musser Street
Muscatine, Iowa 52761-1645

MUSCATINE, IOWA
WATER POLLUTION CONTROL PLANT IMPROVEMENTS
PAYMENT APPLICATION NO. 37

Enclosed are three copies of the Payment Estimate Application No. 37 submitted by Williams Brothers Construction, Inc. for the Water Pollution Control Plant Improvements project. The payment application is in the amount of \$162,964.

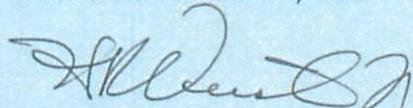
Partial Payment Estimate No. 37 covers the following:

- Payment for the work completed since the last payment application.
- Payment for Change Order No. 9 in the amount of \$21,875. The payment is for all items on the change order, except the arc flash study that has not been completed.
- Reduction of the retainage to \$90,000.
- Reduction in payment by the \$33,275 in retainage paid by the City of Muscatine to Hutchinson Engineering Products in conjunction with ordering the new effluent pumps. This reduction was agreed to by Williams Brothers Construction, Inc.

Roger Kirby
December 28, 2012
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If you have any questions or comments concerning the project, please contact the writer at 800-241-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:dml
20813
Enclosures



VEENSTRA & KIMM, INC.

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December 17, 2012

Roger Kirby
Director, Water Pollution Control Plant
City of Muscatine
1202 Musser Street
Muscatine, Iowa 52761-1645

MUSCATINE, IOWA
WATER POLLUTION CONTROL PLANT IMPROVEMENTS
CHANGE ORDER NO. 9

Enclosed are three copies of Change Order No. 9 for the contract between the City of Muscatine and Williams Brothers Construction, Inc. for the Water Pollution Control Plant Improvements project. Change Order No. 9 resolves the issue of compensation for a number of items that arose during the construction of the Water Pollution Control Plant. During the course of the construction of the project, 11 items were identified by the contractor and the City that were not fully resolved.

The 11 outstanding issues included some items for which both parties were in agreement regarding the scope of the work and the compensation. Other items involved a disagreement regarding the responsibility of the contractor to undertake certain remedial work. Other items involved a disagreement in the amount of money, owed to the contractor for the work undertaken or owed the City for certain construction related items. In early 2012 the City of Muscatine and Williams Brothers Construction, Inc. met in an effort to resolve all of the issues in a single resolution. Although the City and contractor could agree on some items, they could not reach agreement on all of the items.

The specifications for the project include a procedure under which the contractor or the City can file a claim. In the early summer of 2012 both the City and Williams Brothers Construction, Inc. filed a claim. The claims set forth the position of that party regarding the 11 unresolved issues.

In accordance with the procedure in the specifications, Veenstra & Kimm, Inc. reviewed the claims and presented the engineers determination of the resolution of the claims. Once the determination of the engineer was rendered the parties had the option of either agreeing with the engineers determination or providing notification they intended to litigate the matter. Although not formally set forth, the option of the City and contractor to reaching a settlement is available.

The engineers decision found in favor of the contractor on some items and in favor of the City on some items. The differences between the engineers determination and each party's aggregate position on the 11 items was not significantly different. Change Order No. 9 is proposed as a settlement of all of the outstanding items.

Change Order No. 9 sets forth the nine items that involve compensation. For the other two items the engineers determination found the contractor responsible for certain work and Williams Brothers Construction, Inc. has completed the work.

Change Order No. 9 incorporates the nine monetary issues, resulting in an aggregate payment of \$25,036 to the contractor.

A brief summary of the nine items included in the change order is as follows:

1. The contractor erroneously underbid the erosion control mat for the two sludge lagoons. In an effort to lessen the contractors out of pocket cost for the error the City agreed to reduce the quantity of erosion control mat. The final quantity of erosion control mat was slightly greater than the amount projected in the initial change order that reduced the quantity to reduce the contractor's loss on the erosion control mat.

The disagreement between the two parties arose in how to price the second adjustment to the final quantity. The contractor alleged the adjustment should be at the price the contractor should have bid without the mistake. The City alleged the contractor should be compensated on the same basis it bid the work with the erroneously low price. The engineers determination found in favor of the City.

2. The specifications provided for the City to drain sludge lagoons to allow for the lining work. Due to timing problems the contractor required the City to drain one of the lagoons twice. The contractor alleged the City was required to undertake this work at no cost. The City alleged the contractor was obligated to pay the full cost to drain one lagoon cell the second time. The engineer determined the City could recover its direct out of pocket cost, but not labor costs.
3. The project included renovation of the dissolved air flotation units. The original specifications did not include replacement of the stainless steel wear bars on the units. The manufacturer shipped stainless steel wear bars to the project site and recommended their replacement. The City agreed the wear bars should be replaced and the contractor should be paid for the additional work. The contractor inadvertently did not install the wear bars on the first unit to be renovated. The contractor installed the wear bars on the second unit. The City determined it

appropriate to pay the contractor to install the wear bars. The sense was the cost to go back to replace the wear bars on the first unit would be higher than the cost had they been installed when the renovation was completed. The City generally agreed to pay the contractor for cost of the second unit and to double that cost for the first unit that required some additional work because the wear bars were not installed as a part of the original remedial work.

However, the records during construction indicated the cost for installation of the two units was significantly different. The City argued the contractor should be entitled to its actual cost. The contractor argued it should be entitled to double the cost of the second unit, even though that resulted in a cost far greater than the contractor actually incurred. The engineer determined the City's method of pricing the work was appropriate.

4. During construction a subcontractor to Williams Brothers Construction, Inc. damaged the yard valve. There was never a disagreement the contractor was responsible for the cost. This item was included in the claim even though both the City and Williams Brothers Construction, Inc. always agreed Williams Brothers Construction, Inc. was responsible to pay the City for the cost of the repair.
7. During construction some asphalt and a small number of bollards were damaged. The City completed the repairs. The contractor and the City agreed on a credit to reimburse the City for the cost. This matter was included in the claim even though both the City and Williams Brothers Construction, Inc. previously agreed on the credit.
8. The contract included a stainless steel control panel for the heating, ventilating and air conditioning control equipment in the Digester Building. During construction the contractor determined the space available for the specified HVAC panel was limited. The contractor provided a smaller panel not constructed of stainless steel. The City requested a credit for the difference in the estimated value of the originally specified panel and the panel actually provided by the contractor. The contractor argued there were other costs that offset the credit so there would be no adjustment of the contract price. The engineer determined the City's position with respect to this matter was correct and the contractor must credit the City for the difference between the cost of the panels.
9. During the course of construction it was determined the contractor should complete an arc flash study after all of the major equipment items were completed. The price was agreed to during the course of construction. The arc flash study was not incorporated in prior change orders as the work has not actually been

completed. This item was included in the claim file for outstanding items because it had not been incorporated in a prior change order. This matter was never in dispute.

10. The contract included an allowance for the City to buy hardware and software used as part of the SCADA control system. The contract provided at the completion of the project the contract amount would be adjusted to the actual cost for hardware and software. The City purchased less equipment than the allowance. Under the contract documents the payment to the contractor would be reduced to the actual cost of the equipment. This matter was never in dispute between the City and contractor. The matter was included in the claim because it was an outstanding item and the City had not determined whether any additional hardware or software would be purchased. As part of the claim resolution procedure the City determined no additional hardware or software will be purchased. Change Order No. 9 reflects the reduction in the payment to the contractor to reconcile the actual cost in relationship to the allowance included in the contract.
- 11A. During construction, there was some damage incurred to concrete and asphalt surfacing. The City filed a two-part claim item, requesting recovery of a portion of the cost of the asphalt and concrete repair. The contractor alleged it had no responsibility. The engineers determined each party had partial responsibility for the repair costs.

After the engineers decision on the claims was rendered in August 2012 the City and Williams Brothers Construction, Inc. reviewed the determination. The City staff and Williams Brothers Construction, Inc. reached a settlement on the amount due the contractor for the nine monetary items under the contract. Change Order No. 9 reflects the settlement with a total payment to the contractor of \$25,036. The settlement amount was reached as the net cost to each party appeared to be less than continuing the process of moving to formal dispute resolution.

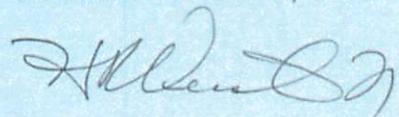
A number of the items in the claims presented by the City and contractor were not clear cut as to cost responsibility. The engineers determination evaluated the cost responsibility based on best available information. Change Order No. 9 reflects a reasonable determination amount to be paid the contractor.

Veenstra & Kimm, Inc. would recommend the City of Muscatine approve Change Order No. 9 to resolve outstanding issues on the contract.

Roger Kirby
December 17, 2012
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If you have any questions or comments concerning the project, please contact the writer at 800-241-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

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VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

November 15, 2012

CHANGE ORDER NO. 9

**MUSCATINE, IOWA
WATER POLLUTION CONTROL PLANT IMPROVEMENTS**

This change order is to document the settlement of the claims filed by Williams Brothers Construction Inc. and the City of Muscatine relative to the construction contract for the Water Pollution Control Plant Improvements. Compensation for the Contractor is in the lump sum amount of \$25,036 to resolve all of the financially related claims of both the Contractor and the City. The claim items included in this settlement change order include:

1. Erosion Control Mat
2. Drain Lagoon Second Time
3. DAF Wear Bars
4. Drain Valve Repair
7. Repair Asphalt and Bollards
8. HVAC Stainless Steel Panel
9. Arc Flash Study
10. Software and Hardware Allowance
- 11A. Reseal Damaged Asphalt

Change Order No. 9 to the contract for the Water Pollution Control Plant Improvements provides for an increase of \$25,036 in contract price.

WILLIAMS BROS. CONSTRUCTION INC.

By Jeff Miller

Title Project Manager

Date 12-11-12

VEENSTRA & KIMM, INC.

By _____

Title Project Manager

Date _____

CITY OF MUSCATINE, IOWA

By _____

Title Mayor

Date _____

ATTEST:

By _____

Title City Clerk

Date _____



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date: October 31, 2011

Payment Estimate No.

37

Project: WATER POLLUTION CONTROL PLANT IMPROVEMENTS

Period from November 16, 2012 to December 14, 2012

Owner: MUSCATINE, IOWA

Contractor: WILLIAMS BROTHERS CONSTRUCTION INC.
P.O. Box 1366
Peoria, Illinois 61654

DESCRIPTION		QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED
DIV 1 GENERAL REQUIREMENTS							
01000	A Bonds/Permits/Fees		1 LS	\$237,000	\$237,000	1.000	\$237,000
	B Insurance		1 LS	\$115,000	\$115,000	1.000	\$115,000
	C Supervision		30 MN	\$8,800	\$264,000	30.000	\$264,000
	D Dewatering		1 LS	\$150,000	\$150,000	1.000	\$150,000
DIV 2 SITEWORK							
02050	Demolition						
	A Pretreatment Facilities		1 LS	\$17,500	\$17,500	1.000	\$17,500
	B Underground Piping		1 LS	\$55,400	\$55,400	1.000	\$55,400
	C Headworks Building		1 LS	\$4,000	\$4,000	1.000	\$4,000
	D Primary Clarifiers		1 LS	\$78,800	\$78,800	1.000	\$78,800
	E Aeration Basin		1 LS	\$20,400	\$20,400	1.000	\$20,400
	F UV Building		1 LS	\$51,900	\$51,900	1.000	\$51,900
	G Effluent Pumps		1 LS	\$31,200	\$31,200	0.500	\$15,600
	H Thickener Building		1 LS	\$52,000	\$52,000	1.000	\$52,000
	I Digester Control Building		1 LS	\$14,600	\$14,600	1.000	\$14,600
	J Sludge Storage Tanks		1 LS	\$61,300	\$61,300	1.000	\$61,300
02200	Earthwork		1 LS	\$39,000	\$39,000	1.000	\$39,000
02510	Hot Mix Asphalt Pavement		1 LS	\$334,500	\$334,500	1.000	\$334,500
02610	Buried Piping, Material		1 LS	\$150,000	\$150,000	1.000	\$150,000
	Buried Piping, Labor		1 LS	\$827,700	\$827,700	1.000	\$827,700
02930	Lawns and Grasses		1 LS	\$827,700	\$827,700	1.000	\$827,700
			1 LS	\$20,000	\$20,000	1.000	\$20,000
DIV 3 CONCRETE							
03200	Concrete Reinforcement, Material		1 LS	\$534,000	\$534,000	1.000	\$534,000
	Concrete Reinforcement, Labor		1 LS	\$279,200	\$279,200	1.000	\$279,200
03300	Concrete						
	Anaerobic Digesters		1 LS	\$494,000	\$494,000	1.000	\$494,000
	Aeration Basin Splitter Box		1 LS	\$51,000	\$51,000	1.000	\$51,000
	Primary Clarifiers		1 LS	\$729,000	\$729,000	1.000	\$729,000
	Headworks Building		1 LS	\$7,000	\$7,000	1.000	\$7,000
	Blower Building		1 LS	\$45,000	\$45,000	1.000	\$45,000
	UV Building		1 LS	\$129,000	\$129,000	1.000	\$129,000
	Grout Primary Clarifiers		1 LS	\$29,000	\$29,000	1.000	\$29,000
03421	Precast Concrete		1 LS	\$22,600	\$22,600	1.000	\$22,600
DIV 4 MASONRY							
04200	Masonry, Material		1 LS	\$131,200	\$131,200	1.000	\$131,200
	Masonry, Labor		1 LS	\$196,800	\$196,800	1.000	\$196,800
DIV 5 METALS							
05500	Misc. Metals, Material		1 LS	\$269,300	\$269,300	1.000	\$269,300
	Misc. Metals, Labor		1 LS	\$112,700	\$112,700	1.000	\$112,700
DIV 6 WOOD							
06100	Carpentry		1 LS	\$8,400	\$8,400	1.000	\$8,400

Date: October 31, 2011

Payment Estimate No. 37
Period from November 16, 2012 to December 14, 2012

Project: WATER POLLUTION CONTROL PLANT IMPROVEMENTS

Owner: MUSCATINE, IOWA

Contractor: WILLIAMS BROTHERS CONSTRUCTION INC.
P.O. Box 1366
Peoria, Illinois 61654

DESCRIPTION		QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED
DIV 7 THERMAL AND MOISTURE PROTECTION							
07110	Dampproofing	1	LS	\$14,500	\$14,500	1.000	\$14,500
07530	Single Ply Membrane Roofing	1	LS	\$52,000	\$52,000	1.000	\$52,000
07600	Flashing and Sheet Metal	1	LS	\$34,400	\$34,400	1.000	\$34,400
DIV 8 DOORS AND HATCHES							
08220	FRP Doors, etc., Material	1	LS	\$30,800	\$30,800	1.000	\$30,800
	FRP Doors, etc., Labor	1	LS	\$6,200	\$6,200	1.000	\$6,200
08306	Access Hatches	1	LS	\$2,200	\$2,200	1.000	\$2,200
08800	Glazing	1	LS	\$4,000	\$4,000	1.000	\$4,000
DIV 9 FINISHES							
09900	Painting	1	LS	\$142,000	\$142,000	0.970	\$137,740
DIV 10 SPECIALTIES							
10522	Fire Extinguishers	1	LS	\$400	\$400	1.000	\$400
10950	Fiberglass Specialties						
A	Parshall Flume	1	LS	\$4,400	\$4,400	1.000	\$4,400
B	Weirs and Baffles, Material	1	LS	\$43,600	\$43,600	1.000	\$43,600
	Weirs and Baffles, Labor	1	LS	\$15,600	\$15,600	1.000	\$15,600
C	Roof Panels	1	LS	\$11,600	\$11,600	1.000	\$11,600
DIV 11 EQUIPMENT							
11302	Stainless Steel Gates, Material	1	LS	\$225,000	\$225,000	1.000	\$225,000
	Stainless Steel Gates, Labor	1	LS	\$28,800	\$28,800	1.000	\$28,800
11311	Primary Sludge Pumps, Material	1	LS	\$65,000	\$65,000	1.000	\$65,000
	Primary Sludge Pumps, Labor	1	LS	\$7,000	\$7,000	1.000	\$7,000
11312	Drainage Pumps, Material	1	LS	\$14,800	\$14,800	1.000	\$14,800
	Drainage Pumps, Labor	1	LS	\$3,200	\$3,200	1.000	\$3,200
11313	Waste Sludge Pumps, Material	1	LS	\$25,900	\$25,900	1.000	\$25,900
	Waste Sludge Pumps, Labor	1	LS	\$3,000	\$3,000	1.000	\$3,000
11314	Return Sludge Pumps, Material	1	LS	\$145,100	\$145,100	1.000	\$145,100
	Return Sludge Pumps, Labor	1	LS	\$12,600	\$12,600	1.000	\$12,600
11315	Effluent Pumps, Material	1	LS	\$332,800	\$332,800	1.000	\$332,800
	Effluent Pumps, Labor	1	LS	\$6,800	\$6,800	0.450	\$3,060
11317	Primary Clarifier Equipment, Material	1	LS	\$459,700	\$459,700	1.000	\$459,700
	Primary Clarifier Equipment, Labor	1	LS	\$135,300	\$135,300	1.000	\$135,300
11320	Fine Bubble Aeration Equipment, Material	1	LS	\$330,000	\$330,000	1.000	\$330,000
	Fine Bubble Aeration Equipment, Labor	1	LS	\$129,800	\$129,800	1.000	\$129,800
11322	Centrifugal Blower Equipment, Material	1	LS	\$365,500	\$365,500	1.000	\$365,500
	Centrifugal Blower Equipment, Labor	1	LS	\$16,500	\$16,500	1.000	\$16,500
11330	Dissolved Air Flotation Equipment, Material	1	LS	\$295,000	\$295,000	1.000	\$295,000
	Dissolved Air Flotation Equipment, Labor	1	LS	\$33,800	\$33,800	1.000	\$33,800
11331	DAF Air Dissolution Equipment, Material	1	LS	\$33,700	\$33,700	1.000	\$33,700
	DAF Air Dissolution Equipment, Labor	1	LS	\$11,700	\$11,700	1.000	\$11,700
11340	Digester Gas Holder Cover, Material	1	LS	\$304,200	\$304,200	1.000	\$304,200
	Digester Gas Holder Cover, Labor	1	LS	\$175,000	\$175,000	1.000	\$175,000
11341	Digester Sludge Mixers, Material	1	LS	\$166,400	\$166,400	1.000	\$166,400
	Digester Sludge Mixers, Labor	1	LS	\$21,600	\$21,600	1.000	\$21,600
11342	Digester Gas Safety Equipment, Material	1	LS	\$150,400	\$150,400	1.000	\$150,400
	Digester Gas Safety Equipment, Labor	1	LS	\$10,600	\$10,600	1.000	\$10,600
11343	Waste Gas Flare, Material	1	LS	\$40,000	\$40,000	1.000	\$40,000
	Waste Gas Flare, Labor	1	LS	\$3,700	\$3,700	1.000	\$3,700
11344	Top Mounted Mixer, Material	1	LS	\$13,100	\$13,100	1.000	\$13,100
	Top Mounted Mixer, Labor	1	LS	\$1,300	\$1,300	1.000	\$1,300

Date: October 31, 2011

Payment Estimate No. 37
Period from November 16, 2012 to December 14, 2012

Project: WATER POLLUTION CONTROL PLANT IMPROVEMENTS

Owner: MUSCATINE, IOWA

Contractor: WILLIAMS BROTHERS CONSTRUCTION INC.
P.O. Box 1366
Peoria, Illinois 61654

DESCRIPTION		QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED
11350	Odor Control System, Material	1	LS	\$236,000	\$236,000	1.000	\$236,000
	Odor Control System, Labor	1	LS	\$4,000	\$4,000	1.000	\$4,000
11353	UV Disinfection Equipment, Material	1	LS	\$270,000	\$270,000	1.000	\$270,000
	UV Disinfection Equipment, Labor	1	LS	\$5,400	\$5,400	1.000	\$5,400
11360	Miscellaneous Equipment, Material	1	LS	\$17,200	\$17,200	1.000	\$17,200
	Miscellaneous Equipment, Labor	1	LS	\$2,000	\$2,000	1.000	\$2,000
11380	Package Hot Water Boiler, Material	1	LS	\$41,300	\$41,300	1.000	\$41,300
	Package Hot Water Boiler,	1	LS	\$12,400	\$12,400	1.000	\$12,400
11381	Hot Water Pumps, Material	1	LS	\$7,900	\$7,900	1.000	\$7,900
	Hot Water Pumps, Labor	1	LS	\$1,000	\$1,000	1.000	\$1,000
11382	Hot Water Control Valve, Material	1	LS	\$11,200	\$11,200	1.000	\$11,200
	Hot Water Control Valve, Labor	1	LS	\$1,000	\$1,000	1.000	\$1,000
11383	Double Disc Sludge Pumps, Material	1	LS	\$99,700	\$99,700	1.000	\$99,700
	Double Disc Sludge Pumps, Labor	1	LS	\$3,200	\$3,200	1.000	\$3,200
11384	Sludge Recirculation Pumps, Material	1	LS	\$61,000	\$61,000	1.000	\$61,000
	Sludge Recirculation Pumps, Labor	1	LS	\$6,500	\$6,500	1.000	\$6,500
DIV 13	SPECIAL CONSTRUCTION						
13100	Metal Panel Siding, Material	1	LS	\$54,400	\$54,400	1.000	\$54,400
	Metal Panel Siding, Labor	1	LS	\$81,600	\$81,600	1.000	\$81,600
DIV 14	CONVEYING SYSTEMS						
14300	Hoist and Trolleys	1	LS	\$3,400	\$3,400	1.000	\$3,400
14550	Conveying Equipment	1	LS	\$11,300	\$11,300	1.000	\$11,300
14636	Traveling Bridges Cranes	1	LS	\$17,600	\$17,600	1.000	\$17,600
DIV 15	MECHANICAL						
15400	Plumbing	1	LS	\$141,500	\$141,500	1.000	\$141,500
15490	Pressure Booster	1	LS	\$46,200	\$46,200	1.000	\$46,200
15570	Inside Process Piping, Material	1	LS	\$462,000	\$462,000	1.000	\$462,000
	Inside Process Piping, Labor	1	LS	\$462,000	\$462,000	0.996	\$460,152
15600	Heating and Ventilation	1	LS	\$246,000	\$246,000	1.000	\$246,000
DIV 16	ELECTRICAL						
16050	Electrical Material and Methods						
	Underground	1	LS	\$95,000	\$95,000	1.000	\$95,000
	Branch Rough In	1	LS	\$170,000	\$170,000	1.000	\$170,000
	Feeder Rough In	1	LS	\$130,000	\$130,000	1.000	\$130,000
	Branch Wire	1	LS	\$75,000	\$75,000	0.966	\$72,450
	Feeder Wire	1	LS	\$70,000	\$70,000	0.947	\$66,300
	Devices	1	LS	\$10,300	\$10,300	1.000	\$10,300
	Instrumentation & Controls	1	LS	\$133,000	\$133,000	0.970	\$129,010
	Miscellaneous	1	LS	\$95,000	\$95,000	1.000	\$95,000
16482	Motor Control Centers	1	LS	\$590,000	\$590,000	0.988	\$582,650
16500	Lighting	1	LS	\$98,000	\$98,000	1.000	\$98,000
16950	Process Instrumentation and Control	1	LS	\$533,121	\$533,121	0.900	\$479,809
	SUBTOTAL				\$14,624,421		\$14,528,071
	PERCENT COMPLETE OF SUBTOTAL						99.34%
	Overhead and Profit	1	LS	\$1,155,579	\$1,155,579	0.9934	\$1,147,966
	TOTAL				\$15,780,000		\$15,676,037

Date: October 31, 2011

Payment Estimate No. 37
Period from November 16, 2012 to December 14, 2012

Project: WATER POLLUTION CONTROL PLANT IMPROVEMENTS

Owner: MUSCATINE, IOWA

Contractor: WILLIAMS BROTHERS CONSTRUCTION INC.
P.O. Box 1366
Peoria, Illinois 61654

Total Contract Price

Contract Price			\$15,780,000
Approved Change Orders			
No. 1		-\$45,451	
No. 2		\$56,568	
No. 3		\$40,744	
No. 4		-\$41,929	
No. 5		\$29,601	
No. 6		\$53,784	
No. 7		\$32,814	
No. 8		\$46,790	
No. 9		\$25,036	
			\$197,957
			\$197,957
TOTAL CONTRACT PRICE			\$15,977,957

Partial Payment

Net amount due from above			\$15,676,037
Change Order No. 1	1 ls	-\$45,451	1.000
Change Order No. 2	1 ls	\$56,568	1.000
Change Order No. 3	1 ls	\$40,744	1.000
Change Order No. 4	1 ls	-\$41,929	1.000
Change Order No. 5	1 ls	\$29,601	1.000
Change Order No. 6	1 ls	\$53,784	1.000
Change Order No. 7	1 ls	\$32,814	1.000
Change Order No. 8	1 ls	\$46,790	1.000
Change Order No. 9	1 ls	\$25,036	0.874
			\$21,875

Total amount due including this estimate

Less retainage - fixed

Total Due Less Retainage

Less Estimates Previously Approved	No. 1	\$385,092	
	No. 2	\$572,898	
	No. 3	\$490,475	
	No. 4	\$204,614	
	No. 5	\$326,848	
	No. 6	\$431,266	
	No. 7	\$684,314	
	No. 8	\$401,885	
	No. 9	\$764,135	
	No. 10	\$1,895,207	
	No. 11	\$387,369	
	No. 12	\$979,900	
	No. 13	\$782,698	
	No. 14	\$1,171,646	
	No. 15	\$548,597	
	No. 16	\$651,590	
	No. 17	\$657,092	
	No. 18	\$484,668	
	No. 19	\$505,130	
	No. 20	\$248,112	
	No. 21	\$207,076	
	No. 22	\$151,712	
	No. 23	\$115,568	
	No. 24	\$234,075	
	No. 25	\$110,738	
	No. 26	\$248,235	
	No. 27	\$138,100	
	No. 28	\$222,560	
	No. 29	\$179,414	
	No. 30	\$124,395	
	No. 31	\$259,067	
	No. 32	\$135,713	
	No. 33	\$247,411	
	No. 34	\$74,668	
	No. 35	\$531,138	
	No. 36	\$31,188	
	Direct Payment to Hutchison Engineering	\$33,275	

Total Amount Previously Approved

\$15,617,869

\$15,617,869

AMOUNT DUE THIS ESTIMATE

\$162,964

PERCENT COMPLETE

99.33%

Date: October 31, 2011

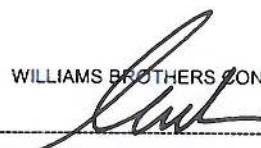
Project: WATER POLLUTION CONTROL PLANT IMPROVEMENTS

Owner: MUSCATINE, IOWA

Payment Estimate No. 37
Period from November 16, 2012 to December 14, 2012

Contractor: WILLIAMS BROTHERS CONSTRUCTION INC.
P.O. Box 1366
Peoria, Illinois 61654

Prepared by: WILLIAMS BROTHERS CONSTRUCTION INC.

BY 
Thomas J. Williams

TITLE: President

DATE 12/27/12

Checked by: VEENSTRA & KIMM, INC.

BY 

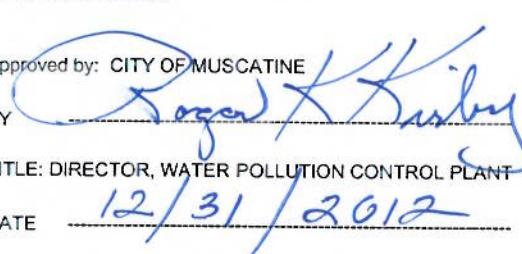
TITLE: RESIDENT PROJECT REPRESENTATIVE

DATE 12/28/12

The amount of \$162,964.00 is approved for payment in accordance with the terms of the contract.

The amount of \$0 is approved for payment 30 days after the Owner accepts the work in accordance with the terms of the contract.

Approved by: CITY OF MUSCATINE

BY 
Roger Kirby

TITLE: DIRECTOR, WATER POLLUTION CONTROL PLANT

DATE 12/31/2012

Approved by: VEENSTRA & KIMM, INC.

BY 
12/28/12

TITLE: PROJECT MANAGER