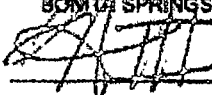


CONTRACT CHANGE ORDER		Change Order No.: 1 (FINAL)
(For Adjustment Amounts Less Than \$1,000,000.)		Contract Amount: \$697,913.11
PROJECT: HOLIDAY HEIGHTS - WATER (PHASE I)		Project Number: 6074970
UTILITY		

NO. OF ITEMS	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
6b	DECREASE 6IN. GATE VALVES 2 EA X \$650.69 = \$1,301.38	\$1,301.38	
8b	DECREASE SHORT SIDE 1 IN W/BFP (ADDENDUM #2) 15 EA X \$621.81 = \$9,327.15	\$9,327.15	
8c	DECREASE SHORT SIDE DUAL W/BFP (ADDENDUM #2) 5 EA X \$1,732.67 = \$8,660.35	\$8,660.35	
8f	DECREASE LONG SIDE 1IN. W/BFP (ADDENDUM #2) 11 EA X \$1,109.66 = \$12,164.46	\$12,164.46	
8g	DECREASE LONG SIDE 1 1/2 IN. W/O BFP (ADDENDUM #2) 5 EA X \$1,053.55 = \$5,267.75	\$5,267.75	
8h	DECREASE LONG SIDE 1 1/2 IN. W/ BFP (ADDENDUM #2) 3 EA X \$1,923.41 = \$5,770.23	\$5,770.23	
8j	DECREASE LONG SIDE DUEL SERVICE W/ BFP (ADDENDUM #2) 5 EA X \$1,498.29 = \$7,491.45	\$7,491.45	
3	DECREASE DISCRETIONARY WORK \$100,000 - \$57,325.59 = \$42,674.41	\$42,674.41	



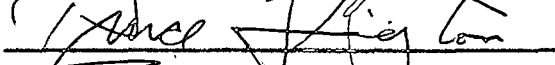

BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.

TOTAL DECREASE: \$92,657.18
TOTAL INCREASE:

Contractor: ANDREW SITEWORK INC.
Address: 28551 DIESEL DR. #4
City / State: BOYD SPRINGS FL 34135
Contractor Signature:  Date: 10-15-10

THE NET CHANGE OF \$92,657.18 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM \$697,913.11 TO \$605,255.93
73 CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO OCTOBER, 8, 2010

RECOMMENDATION, CONCURRENCES AND APPROVALS

	SIGNATURES	DATE
Consultant / Engineer	 URS	10-20-10
Project Manager:		10/20/10
Department Head:		10/20/10
		11/01/10

ACCEPTED IN OPEN SESSION

NOV 16 2010

R.C. "Rob" Guthrie, CPM, CPPO, Purchasing Officer
Authority to execute this contract per Manatee County Code, Chapter 2-20,
and per the delegation by the County Administrator effective 1/26/2009

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

JUSTIFICATION FOR CHANGE

Change Order No : 1 (FINAL)

Project Number: 6074970

1. NECESSITY FOR CHANGE:

• CONTRACT CHANGE ORDER NO. 1 (FINAL) WILL PROVIDE FOR RECONCILIATION OF THE CONTRACT QUANTITIES AND TIME WITH ACTUAL QUANTITIES AND TIME.

CONTRACT TIME WAS ADDED FOR ADDITIONAL INSTALLED ITEMS PER WATER DIVISION REQUEST, THESE ITEMS INCLUDED WATER SERVICE METERS, SERVICE PAD, SERVICE LINES AND RESIDENTIAL METER YOKES.

ORIGINAL CONTRACT DAYS: 180

CO NO. 1 = ADDS 73 CONSTRUCTION DAYS

TOTAL CO TIME ADDED = 73 DAYS OR 40% OF ORIGINAL CONTRACT TIME

THE REVISED CONTRACT COMPLETION DATE IS OCTOBER 8, 2010

ORIGINAL CONTRACT AMOUNT = \$697,913.11

CO NO. 1 DECREASES THE CONTRACT AMOUNT = (\$92,657.15)

CO NO. 1 DECREASED THE CONTRACT AMOUNT TO \$605,255.93

CO NO. 1 PROVIDES A 15% DECREASE IN THE ORIGINAL CONTRACT AMOUNT

2. Is change an alternate bid? (If yes, ex) NO

3. Does change substantially alter the physical size of the project? (If yes, explain) NO

4 Effect of this change on other "Prime" contractors? NONE

5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY

ACCEPTED IN OPEN SESSION

NOV 16 2010

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**



Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1300 • FAX (941) 741-4082 • www.manateeclerk.com

November 16, 2010

TO: Andrew Sitework, Inc.
28551 Diesel Drive, #4
Bonita Springs, Florida 34135

FROM: Clerk of Circuit Court
Board Records Department
Diane E. Vollmer *DJW*
P. O. Box 25400
Bradenton, FL 34206

RE: **Holiday Heights Water (Phase 1)**
Change Order One

Accepted: In open session by the Manatee County Board of
County Commissioners on November 16, 2010

RBS:DEV
Enclosure
cc: Board Records

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

MEMORANDUM



FINANCIAL MANAGEMENT
DEPARTMENT
Purchasing Division
1112 Manatee Avenue West
Bradenton FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.708.7528
Fax: 941.708-7544
donna.stevens@mymanatee.org

To: Susan Romine, Supervisor
Board Records

From: Donna M. Stevens
Purchasing Office

Date: October 29, 2010

Subject: Change Order # 1 (Final) to Andrew Sitework LLC
P0101020 (Holiday Heights- Water/Phase 1—IFB# 10-1010-DS)

RECEIVED

NOV 09 2010

BOARD RECORDS

Please accept into record the enclosed Change order # 1 with Andrew Sitework LLC; located at 28651 Diesel Dr. # 4, Bonita Springs, FL 34135 for Holiday Heights Water/Phase 1 decreasing the contract amount from \$697,913.11 to \$605,255.93 this is a decrease of \$92,657.18 which is 15% of the original contract. In addition to the decrease the contract days had an increase from the original of 180 calendar days for an original completion date of July 27, 2010 to the final completion date of October 8, 2010 adding 73 calendar days for a total completion of the project at 253 calendar days. The additional days represents a 40% increase. The change order #1 (Final) will provide for reconciliation of contract quantities and time with actual quantities and time. Manatee county code of laws, chapter 2-26 manatee county purchasing ordinance, section 2-26-40 and the standards and procedures approved by the county administrator.

If you require any additional background or information, please call me at Ext. 7528.

Please send a confirmation of the Recording to: Donna M. Stevens, Purchasing Department

Thank you.

Cc: Billie McLeod, Fiscal Analyst, Public Works Department
Carmen Mosley, Sr. Fiscal Analyst, Public Works Department
Marsha Colburn, Records and Information Technician, Public Works Department

/ds

Attachments to Board Records only: (signed and dated: 11/01/10)

- 1) Change Order # 1 (Final) for P0101020
- 2) Department Memorandum dated 10/20/2010
- 3) Contract change order (2 originals)

MEMORANDUM



PUBLIC WORKS DEPARTMENT
Project Management
1022 26th Avenue E.
Bradenton, FL 34208

MANATEE COUNTY
FLORIDA

Phone: 941-708-7450
Fax: 941-708-7549
www.myanatee.org

To: R.C. "Rob" Cuthbert, C.P.M., C.P.P.O., Purchasing Manager
From: Bruce Simington, Project Management Division Manager
Date: October 20, 2010
Subject: **Contract Change Order No. 1 (Final)**
Holiday Heights (Phase 1)
Andrew Sitework LLC

RECOMMENDATION:

Execution of Change Order No. 1 (Final) to P.O. P0101020 with Andrew Sitework LLC, decreasing the contract amount by \$92,657.18, from \$697,913.11 to \$605,255.93, and adding to the contract time 73 calendar days. The funding source for this contract is Utility Rates.

COMPREHENSIVE PLAN/POLICY DETERMINATION:

The services requested are consistent with Comprehensive Plan Goal 9.5 for water and Manatee County Purchasing Ordinance.

BACKGROUND/DISCUSSION:

- February 4, 2010, the BCC executed a contract with Andrew Sitework LLC in the amount of \$697,913.11 for utility construction services..
- Change Order No. 1 (Final) will provide for reconciliation of contract quantities and time with actual quantities and time.

cc: Daniel T. Gray, Director, Utilities
Ron Schulhofer, Director, Public Works
Sia Mollanazar, P.E., Deputy Director, Engineering Services
Michael O'Reilly, Project Manager *MO* 10/20/10
Project File: 6074970 10.2



MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P0101020
PAGE:	Page 1 of 2
ORDER DATE:	11/01/10
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	TASK 20110306DS

VENDOR

V015592 (239) 222-6787
ANDREW SITEWORK LLC
28651 DIESEL DRIVE #4
BONITA SPRINGS, FL 34135

amy@andrewsitework.com

SHIP TO

S0205
PROJECT MANAGEMENT DEPARTMENT
PROJECT MANAGEMENT ADMIN
1026 26TH AVE E
BRADENTON, FL 34208
Requested by:O'REILLY/BM

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Change Order # 1 FINAL

THIS PURCHASE ORDER IS ISSUED TO DECREASE THE CONTRACT BY
\$92,657.18 AND TO ADD 73 CALENDAR DAYS TO THE CONTRACT.
THE FINAL COMPLETION DATE WAS OCTOBER 8, 2010

MANATEE COUNTY CONTACT:
MICHAEL OREILLY, PROJECT MANAGER
PHONE: 941-708-7450, EXTENSION 7344

VENDOR CONTACT:
MR. RALPH ANDREW
ANDREW SITE WORK, LLC.
PHONE: 239-222-6787

** PAPERLESS PURCHASE ORDER **
* NO HARD COPY WILL BE SENT *
** TO CHANGE YOUR EMAIL, **
*** CONTACT THE BUYER ***

*** VENDOR PLEASE NOTE ***
** TO EXPEDITE YOUR PAYMENT **
DOCUMENT PO# ON ALL INVOICES

****CONTINUED****

TOTAL

Requisition#:
Reference #:

Buyer:

See Reverse Side For Terms and Conditions

Approved By:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.
F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT
SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

TERMS AND CONDITIONS

1. **PURCHASE ORDER AND PART NUMBER.** Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
2. **PRICE.** This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
3. **INSPECTION.** All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
4. **ENTIRE CONTRACT.** The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
5. **ACCEPTANCE.** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
6. **DELIVERY.** Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
7. **PACKING AND SHIPPING.** All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
8. **CHANGES AND CANCELLATION.** Buyer may at any time by written order make changes in the materials or work ordered; including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
9. **WARRANTY.** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
10. **WARRANTY - PRICE.** Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
11. **PATENTS AND DESIGN RIGHTS.** Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
12. **INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
14. **OCCUPATIONAL SAFETY AND HEALTH.** Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
15. **MISCELLANEOUS.** This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



MANATEE COUNTY PURCHASING

Mail Invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34208-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P0101020
PAGE:	Page 2 of 2
ORDER DATE:	11/01/10
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	TASK 20110306DS

VENDOR

V015592 (239) 222-6787
ANDREW SITEWORK LLC
28651 DIESEL DRIVE #4
BONITA SPRINGS, FL 34135

amy@andrewsitework.com

SHIP TO

S0205
PROJECT MANAGEMENT DEPARTMENT
PROJECT MANAGEMENT ADMIN
1026 26TH AVE E
BRADENTON, FL 34208
Requested by: O'REILLY/BM

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
005	92,657.1	LS	CHANGE ORDER #1 FINAL -P0101020 HOLIDAY HEIGHTS-WATER/ PHASE 1. ***** DECREASE CONTRACT AND ADD 73 CALENDAR DAYS FINAL COMPLETION DATE OF OCT. 8, 2010 ***** ORIGINAL AMT \$ 697,913.11 C.O. AMT. \$ -92,657.18 FINAL AMT \$ 605,255.93 *****	-1.00	-92,657.18
			404-6074970-534000/6074970-0004		-92,657.18

TOTAL -92,657.18

Requisition#: R046279
Reference #:

Buyer: DONNA STEVENS CONSTRUCTION BUYER (941) 708-7528

See Reverse Side For Terms and Conditions

Approved By:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.
F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

Donna M. Stevens

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Rb Out

From: Diane Vollmer
Sent: Thursday, November 18, 2010 10:01 AM
To: 'donna.stevens@mymanatee.org'
Subject: Holiday Heights - Water

Attachments: BC20101116DOCC06.PDF

Hi Donna,

Attached is Change Order 1 to the Contract with Andrew Sitework, Inc., which was accepted by the Board on November 16, 2010.

Diane

Diane Vollmer
Board Records Supervisor
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.ManateeClerk.com
diane.vollmer@manateeclerk.com
941-749-1800, ext. 4182

"Pride in Service with a Vision to the Future"