

**MEMORANDUM**

Manatee County Board of County Commissioners



To: Vicki Tessmer, Board Records  
 From: Olga Valcich, Contract Specialist

OV

Date: **April 17, 2018**

Subject: Change Order No. 1 to IFB17-R067019OV (17-2001OV)  
 (PO 1800523) Chiller and Exhaust Fan Replacement at the  
 Water Treatment Lab, 4751 65<sup>th</sup> St West, Bradenton, FL

In accordance with Manatee County Code 2-26, please accept the attached Change Order #1 to be added to the next Consent Calendar which provides for the increase of \$12,346.33 to the Agreement amount, from \$361,491.47 to \$373,837.80, also to add 38 calendar days to the contract completion date and to revise the contract completion date to August 30, 2018.

**INSTRUCTIONS TO BOARD RECORDS**

Please send confirmation of acceptance to the following:

**Original to:** Johnson Controls, Inc.  
**Email:** [Lenny.r.himler@jci.com](mailto:Lenny.r.himler@jci.com)

**Copies to:** Olga Valcich/Contract Specialist, Procurement Division  
 ([olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org))

Jeff Koch, Senior Industrial Electrician Utilities Wter  
 ([jeff.koch@mymanatee.org](mailto:jeff.koch@mymanatee.org))

Chuck Froman, W/Ww Plant Superintendent  
 ([chuck.froman@mymanatee.org](mailto:chuck.froman@mymanatee.org))

George Giovino, Financial Analyst - Utilities  
 ([george.giovino@mymanatee.org](mailto:george.giovino@mymanatee.org))

Should you have any questions, please call me at ext. 3055.

Thank you.  
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Attachments to Board Records Only:

1. PO P1800523 dated April 16, 2018
2. Change Order No. 1 executed April 16, 2018

Financial Management Department  
 Procurement Division

1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205  
 Phone number: (941) 749-3014



**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

<b>PURCHASE ORDER NO.:</b>	P1800523
<b>PAGE:</b>	Page 1 of 2
<b>ORDER DATE:</b>	04/16/18
<b>DATE REQUIRED:</b>	
<b>TERMS:</b>	NET 45
<b>SHIP VIA:</b>	BESTWAY
<b>F.O.B.:</b>	DESTINATION
<b>CONFIRMATION TO:</b>	

**VENDOR**

V493004 (800) 811-1338  
JOHNSON CONTROLS INC  
PARTS CENTER M97  
507 EAST MICHIGAN STREET  
MILWAUKEE, WI 53201-0423  
lenny.r.himler@jci.com

**SHIP TO**

S0208  
UTILITY OPERATIONS  
CENTRAL LAB SWRTP  
4751 66TH STREET WEST  
BRADENTON, FL 34210  
Requested by:G GIOVINO/C FROMAN

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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\*\*\*\*\*  
 \*\*\*\*\* CHANGE ORDER #1 \*\*\*\*\*  
 THIS IS A CHANGE TO THE  
 ORIGINAL PURCHASE ORDER  
 \*\*\*\*\*  
 \*\* PAPERLESS PURCHASE ORDER \*\*  
 \* NO HARD COPY WILL BE SENT \*  
 \*\* TO CHANGE YOUR EMAIL, \*\*  
 \*\*\* CONTACT THE BUYER \*\*\*  
 \*\*\*\*\*

0002	12,346.3	EA	CHANGE ORDER #1 TO P1800523	1.00	12,346.33
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INCREASE OF \$12,346.33

ORIGINAL PO AMOUNT: \$361,491.47  
 AMENDED TOTAL IS \$373,837.80

ADDITION OF 38 CALENDAR DAYS TO SCHEDULE  
 FOR WORK ASSOCIATED WITH THIS CHANGE ORDER

AND 23 DAYS TO ACCOUNT FOR SCRIVENER'S  
 ERROR ON NOTICE TO PROCEED, WHICH AMENDS  
 FINAL COMPLETION DATE TO AUGUST 30,  
 2018.

THIS CHANGE ORDER ENABLES THE CENTRAL  
 LAB TO LIMIT THE POWER OUTAGE THAT WOULD  
 SHUTDOWN THE FACILITIES FOR A WEEK.

THIS PROVIDES FOR A CHILLER DESIGNED FOR  
 \*\*\*\*CONTINUED\*\*\*\*

**TOTAL**

**Requisition#:**  
**Reference #:**

**Buyer:**

**Approved By:**

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.  
 FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.  
 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.



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JOHNSON CONTROLS INC  
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TWO SOURCES OF POWER INSTEAD OF ONE LARGER  
FEED (DUAL POINT POWER CONNECTION).

THIS PREVENTS A CHANGE OUT OF THE EXISTING  
480V POWER PANEL.

402-5130381-534000/5130381-0004 12,346.33

**TOTAL**

12,346.33

**Requisition#:** R068796

**Reference #:** 18R0687960V

**Buyer:** OLGA VALCICH CONTRACT SPECIALIST (941) 749-3055

**Approved By:**

See Reverse Side for Terms and Conditions

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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 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 or 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.

CONTRACT CHANGE ORDER		Change Order No.: 1	
PROJECT: Chiller and Exhaust Fan Replacement at the Water Treatment Laboratory		Contract Amount: (Present Value)	\$361,491.47
		Project Number:	17-R067019OV
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
1	Change Chiller design to accommodate being fed from two smaller breakers(dual point power connection).		\$11,102.33
2	Replacement of Panelboard MOP per addendum 3 dated 10/25/17 Electrical Material Deduct	\$5,530.00	
3	Replacement of Panelboard MOP per addendum 3 dated 10/25/17 Electrical Labor Deduct	\$1,128.00	
4	(1) 2 Y." Conduit and 350 KCMIL wiring from MOP to New Chiller. Electrical Material Deduct	\$5,193.00	
5	(1) 2 Y." Conduit and 350 KCMIL wiring from MOP to New Chiller. Electrical Labor Deduct	\$4,800.00	
6	(2) New 225amp Squared JGA36225 Breakers to feed New Chiller Selection. (2) Runs 1 y." Conduit with 210 THHN wiring from New 225amp Breakers in existing panel to Chiller. Electrical Material Add		\$9,521.00
7	Electrical Labor Add (For installing above item 6 )		\$8,374.00
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: \$16,651.00	TOTAL INCREASE: \$28,997.33
Contractor: Johnson Controls Address: 3802 Sugar Palm Dr. City / State: Tampa, FL, 33619 Contractor Signature: <i>Johnny Ramirez</i> Date: 4/9/18		THE NET CHANGE OF \$12,346.33 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM \$361,491.47 TO \$373,837.80 81 DAYS ARE ADDED TO THE SCHEDULED T-31-18 START TO CORRECT A 23 DAY ERROR ON NOTICE TO PROCEED END DATE AND ADDS 38 DAYS. THE FINAL COMPLETION DATE TO AUGUST 30, 2018.	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
	SIGNATURES		DATE
Consultant / Engineer	<i>John Wood</i>		3-31-18
Wastewater Plants Superintendent:	John Wood, Professional Engineer		
	<i>Charles A. Froman III</i>		4/10/2018
	Chuck Froman, Wastewater Plants Superintendent		
Project Manager:	<i>Jeff Koch</i>		3-30-18
	Jeff Koch, Project Manager		
Manatee County Procurement:	<i>Shereka D. [Signature]</i>		4/16/2018
Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective January 26, 2009			

**JUSTIFICATION FOR CHANGE**

**Change Order No : 1**

**Project Number: 17-R067019OV**

**1. NECESSITY FOR CHANGE:**

This enables the Central Lab to limit the power outage that would shut down the facilities for a week. This provides for a chiller designed for two sources of power instead of one larger feed (dual point power connection). This prevents a change out of the existing 480V power panel.

2. Is change an alternate bid? (If yes, explain) 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? N/A

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

Notice to Proceed Day One	1/31/2018
<i>150 Consecutive Days to Complete</i>	<i>150</i>
	6/30/2018
<i>Days Added to fix Scrivener's Error</i>	<i>23</i>
Revised Original Completion Date	7/23/2018
<i>Days Added per Change Order #1</i>	<i>38</i>
Amended Completion Date	8/30/2018



Utilities Department  
SW Water Reclamation Facility  
5101 65<sup>th</sup> Street West  
Bradenton, FL 34210  
Phone: (941) 792-8811  
[www.mymanatee.org](http://www.mymanatee.org)

**January 15, 2018**

**Johnson Controls, Inc.  
Stephen P. Telo, Area Service Manager  
Kelly Kirchoff, Account Executive  
3802 Sugar Palm Drive  
Tampa, FL 33619**

**RE: IFB17-2001 OV – Chiller and Exhaust Fan Replacement at the Water Treatment Laboratory,  
4751 65<sup>th</sup> Street West, Bradenton, FL 34210**

**Mr. Telo/Ms. Kirchoff:**

By way of the Notice to Proceed, you are hereby notified to commence work on the above referenced project on/or before January 31, 2018 and are to fully complete the work within 150 consecutive calendar days which is by July 23, 2018. Time extensions will be by written change orders only. The contract provides for assessment of the sum of \$200.00 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

The designated agent of Manatee County to submit payment requests/invoices to is Jeffrey Koch, Project Manager or his/her successor, referencing the Purchase Order # P1800523 on invoices and/or pay applications.

Please attach this notice to your contract, making it part thereof.

Sincerely,

Charles A. Froman, III, W/WW Plant Superintendent

CF/kb

cc: Jeffrey Koch, Senior Industrial Electrician (Project Manager)  
Kayse Hasiak, Laboratory Supervisor  
Christian Collins, Wastewater Plant Superintendent  
Olga Valcich, Contracts Specialist  
Chris Daley, Buyer Manager