

# RESOLUTION NO. 04 25 2024E

**A RESOLUTION AUTHORIZING A CHANGE ORDER WITH CONSOLIDATED ELECTRIC DISTRIBUTORS, INC., PROVIDING FOR WATER TREATMENT PLANT SWITCHGEAR AND MOTOR CONTROL CENTER REPAIRS PROJECT, IN AN AMOUNT NOT TO EXCEED \$9,490.00.**

**WHEREAS**, the City of O'Fallon conducted a formal bid for the Water Treatment Plant Switchgear and Motor Control Center Repairs Project on March 14, 2023, (Bid No. 23-031) with Consolidated Electric Distributors, Inc., being approved for the construction contract; and

**WHEREAS**, Staff requested cost proposals for scope changes and completed a thorough review and evaluation of the proposed costs and found the costs to be fair and reasonable for the work required with the total amount of Change Order No. 3 being \$9,490.00 and a new contract total being \$77,980.00; and

**WHEREAS**, City Staff recommends approval of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

**SECTION 1:** The City Council approves on behalf of the City, Change Order No. 3 with Consolidated Electric Distributors, Inc., for a cost increase not to exceed \$9,490.00 in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Change Order and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 25<sup>TH</sup> DAY OF APRIL 2024.**

Attest:


  
Bess Bacher, City Clerk



  
Presiding Officer

# RESOLUTION NO. 04 25 2024E

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 25<sup>TH</sup> DAY OF APRIL 2024.

  
\_\_\_\_\_  
Bill Hennessy, Mayor

Attest:

  
\_\_\_\_\_  
Bess Bacher, City Clerk



Approved as to Form:  
  
\_\_\_\_\_  
Kevin M. O'Keefe, City Attorney

**CHANGE ORDER**

No. 3

DATE OF ISSUANCE 4/22/2024

EFFECTIVE DATE 4/22/2024

OWNER City of O'Fallon  
 CONTRACTOR Consolidated Electric Distributors Inc. (DBA: Frost Electric Supply Company)  
 Contract: Water Treatment Plant Switchgear and MCC Repairs  
 Project: Water Treatment Plant Switchgear and MCC Repairs  
 OWNER's Contract No. Bid# 23-031 ENGINEER's Contract No. N/A  
 ENGINEER N/A

You are directed to make the following changes in the Contract Documents:

Description:

- Add Item 001 – Troubleshooting and Evaluations

Reason for Change Order:

- Additional manhours are needed for ATS troubleshooting and for troubleshooting/evaluation of an electrical fault on the water treatment plant motor control center.

Attachments: Frost Electric Quote # S4636782 & Eaton Proposal Number STK5-240410-01-BG

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$38,500.00</u>
Net <b>increase</b> (decrease) from Original Contract to Change Order No. <u>2</u> : <u>\$29,990.00</u>
Contract Price prior to this Change Order: <u>\$68,490.00</u>
Net <b>increase</b> (decrease) of this Change Order: <u>\$9,490.00</u>
Contract Price with all approved Change Orders: <u>\$77,980.00</u>

CHANGE IN CONTRACT TIMES:
<del>Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)</del>
<del>Net change from Original Contract to Change Order No. <u>0</u>: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)</del>
<del>Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)</del>
<del>Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)</del>
<del>Contract Times with all approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days or dates)</del>

RECOMMENDED:

By: N/A  
ENGINEER (Authorized Signature)

Date: N/A  
EJCDC 1910-8-B (1996 Edition)

APPROVED:

By: Michael Snowden  
OWNER (Authorized Signature)  
Michael Snowden, City Administrator

Date: 04/25/2024

ACCEPTED:

By: Nick Gish  
CONTRACTOR (Authorized Signature)

Date: 4/22/24

## **CHANGE ORDER**

### **INSTRUCTIONS**

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#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



ORDER TO:  
 FROST BR1 MARYLAND HGTS MO  
 2429 SCHUETZ RD  
 MARYLAND HEIGHTS, MO 63043  
 314-567-4004 Fax 314-997-5776

\*\* QUOTATION \*\*  
 Quote #: S4636782  
 P/O # : WATER SERVICE (CH)  
 Printed: 04/11/24  
 Page # : 1 of 1

QUOTE TO:  
 CITY OF OFALLON  
 100 NORTH MAIN  
 O'Fallon, MO 63366

SHIP TO:  
 CITY OF O'FALLON MO.  
 O'FALLON WATER SERVICE  
 321 FIRMA RD.  
 OFALLON, MO 63366

Quoted for	Quote Date	Expr Date	Ship Via	Frght Warehouse
SHAWN SINGER	04/11/24	05/11/24	DIRECT - MO	No Shp 1 Prc 1

Writer	Salesperson	Release #	Terms
Nicholas Gish	Inside Sales-2		NET DUE 30 DAYS

Quote Qty	Part #	Product Description	Unit Price	Ext
		***** Shipping Instructions *****		
		* .	*	
		* - ATTN: SHAWN SINGER 314-565-4301	*	
		* .	*	
		*****		
1ea	3529454	C-H EESS Preventative Maintenance Eaton Cutler Hammer	9490.000/ea	9490.00
		. - Troubleshooting and Evaluations - QUOTE#: STK5-240410-01-BG .		

TAXES NOT INCLUDED

Subtotal	9490.00
S&H CHGS	0.00

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 Amount Due 9490.00

Taxes excluded on bids, quotes and acknowledgements. Applicable taxes will be added at the time of invoicing.



Eaton Corporation  
Electrical Services & Systems  
50 Soccer Park Road  
Fenton, MO 63026  
Cell: 262-309-3440  
Email: BradleyGGilmer@eaton.com

4/11/2024

RE: **Proposal Number: STK5-240410-01-BG**  
**Subject: Ofallon Water Service**  
**Jobsite Location: 321 Firma Rd, O'Fallon, MO 63366**

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at your facility.

### Scope of Work

Eaton will provide the necessary field service personnel, tools, materials, and approved test equipment to perform the following work as described below.

1. Perform (1) day of troubleshooting services on the outdoor ATS
2. Perform (1) day of troubleshooting and evaluation of an electrical fault on the motor control center

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

### Pricing

To provide the services as described in the scope of work above, Eaton would charge:

Item	Description	
001	Troubleshooting and Evaluations	

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly.

### Clarifications and Exceptions

1. This proposal was prepared based upon Eaton's understanding of the documentation and discussions listed in Eaton Scope of Work. If a change to the system functionality, hardware and/or software is to be used, or scope of work is presented to Eaton, then Eaton will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the system or work additions or subtractions.
2. If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater).
3. Delays and stand-by time beyond the control of Eaton, extras, and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems Price List PL02700001E.
4. Eaton has not included any applicable sales tax in this proposal.
5. All testing will be performed per Eaton standard testing guidelines unless otherwise specified.

6. All device settings to be supplied by others and power system studies are not included.
7. This service is weather permitting if this is outdoor equipment.
8. No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.
9. Training on customer equipment is not included in this proposal.
10. Power monitoring and Automation is not included in this proposal.
11. Relay setting file development is not included in this quote.
12. Drawings and updated submittals are not included in this proposal.
13. 3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.

### **Delivery**

**Schedule:** The scheduling of work will be mutually agreed upon between the customer and Eaton. Three weeks advance notice is required for scheduling.

### **Safety Clarifications**

1. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm<sup>2</sup>.
2. To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
3. For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
4. Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two Eaton personnel. Additional charges will apply.
5. The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA 70E requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be an adder at the current rate per hour, unless included within the Eaton scope of work.

### **Customer Responsibilities**

1. Providing free access to equipment within their facility.
2. Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
3. Identifying site contact for this project.
4. Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
5. Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
6. Providing a copy of the past maintenance records to Eaton personnel.
7. Providing manufacturers maintenance manuals upon arrival of Field Engineer(s).



8. Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
9. Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
10. Providing a place to receive and unload replacement equipment, test equipment or other supplies.
11. Providing special tools supplied by equipment manufacturers.

**Safety Training of Eaton Field Personnel:**

1. All Eaton field personnel received training to meet or exceed NFPA 70E requirements, and appropriate personal protective equipment (PPE) have been issued.
2. The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

**Stand-by Time**

1. Stand-by time is defined as Eaton time spent on-site waiting for personnel or access to equipment necessary to perform the required steps for the service work outlined within this proposal.
2. Under the terms of this proposal, stand-by time is not included within the Scope of Work.
3. Stand-by or delays that are outside the immediate control of Eaton will be charged separately at published services rates plus any applicable expenses.

**Proprietary and Confidential Information**

This submittal contains Eaton proprietary and confidential information, which may only be used by the addressee to evaluate and respond to this submittal. By accepting this submittal from Eaton, the addressee agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

**Terms and Conditions**

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 dated September 1, 2021. This offer is valid for 30 days from date of issue unless otherwise extended, modified, or withdrawn, in writing, by Eaton Corporation. Payments are due and payable net within thirty (30) days from the date of each invoice. A 3% surcharge will be added to all credit card transactions except where prohibited.

To accept this proposal, please:

1. Reference: **STK5-240410-01-BG**
2. Issue a purchase order to **EATON CORPORATION**
3. Email purchase order to **BradleyGGilmer@eaton.com**

Acceptance of proposal signature: \_\_\_\_\_

**A hardcopy of the purchase order must be received by Eaton prior to service being scheduled.**



Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely,  
*Bradley Gilmer*(STK5)  
**Bradley Gilmer(STK5)**  
**BradleyGGilmer@eaton.com**  
**262-309-3440**  
Service Sales Engineer  
Eaton Corporation  
Electrical Services and Systems

### **Eaton Services Links**

- [Eaton Electrical Services Line Card](#)
- [Power Systems Engineering line card](#)
- [Switchgear Modernization Options](#)
  - [Low Voltage Replacement Circuit Breakers](#)
  - [Low Voltage Retro fill](#)
  - [Medium Voltage Replacement Circuit Breakers](#)
- [Customer Training](#)
- [Arc flash Safety Solutions](#)
- [Arc flash Reduction](#)