

RESOLUTION NO. 07 11 2024E

A RESOLUTION AUTHORIZING A CHANGE ORDER WITH CONSOLIDATED ELECTRIC DISTRIBUTORS, INC., PROVIDING FOR THE WATER TREATMENT PLANT SWITCHGEAR AND MOTOR CONTROL CENTER REPAIRS PROJECT, IN AN AMOUNT NOT TO EXCEED \$71,650.00.

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# 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 cost to find it fair and reasonable for the work required with the total amount of Change Order No. 4 being \$71,650.00 and a new contract total being \$149,630.00; 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. 4 with Consolidated Electric Distributors, Inc., for a cost increase not to exceed \$71,650.00, 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 Agreement 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 11TH DAY OF JULY, 2024.

Attest:


Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 07 11 2024E

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 11TH DAY OF JULY, 2024.



Bill Hennessy

Bill Hennessy, Mayor

Attest:

Bess Bacher

Bess Bacher, City Clerk

Approved as to Form:
Kevin M. O'Keefe

Kevin M. O'Keefe, City Attorney

CHANGE ORDER

No. 4

DATE OF ISSUANCE 6/20/2024

EFFECTIVE DATE 6/20/2024

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 – Motor Control Center Repair
- Add Item 002 – Outdoor Switchgear Repair

Reason for Change Order:

- A surge protection device recently failed at Water Treatment Plant resulting in damage to electrical equipment. Change Order #3 added services to evaluate the electrical fault and determined the extent of the repairs needed. This change order adds the necessary repair work identified as part of the evaluation.

Attachments: Frost Electric Quote # S4655083 & Eaton Proposal Number STK5-240510-03-EDB-Rev.1

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$38,500.00</u>
Net increase (decrease) from Original Contract to Change Order No. <u>3</u> : <u>\$39,480.00</u>
Contract Price prior to this Change Order: <u>\$77,980.00</u>
Net increase (decrease) of this Change Order: <u>\$71,650.00</u>
Contract Price with all approved Change Orders: <u>\$149,630.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)
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)
Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days or dates)

RECOMMENDED:

By: N/A
ENGINEER (Authorized Signature)

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

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 07/11/2024

ACCEPTED:

By: Nick Gish
CONTRACTOR (Authorized Signature)

Date: 6/20/24

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

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 #: S4655083
 P/O # : MCC-1B SPD REPAIR (C
 Printed: 06/13/24
 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	06/13/24	07/10/24	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	71650.000/ea	71650.00
		- MCC REPAIR WORK		
		- QUOTE#: STK5-240510-03-EDB-REV-1		

TAXES NOT INCLUDED

Subtotal	71650.00
S&H CHGS	0.00
Amount Due	71650.00

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

6/13/2024

RE: **Proposal Number: STK5-240510-03-EDB – Rev. 1**
 Subject: City of O'Fallon - MCC-Repair Quote
 Jobsite Location: City of O'Fallon WTP - 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 supply & install the following equipment below, to repair the following Motor Control Center:

1. Qty (4): Eaton Freedom Series 2100 Motor Control Center – Shutter Kits
2. Qty (1): Eaton Freedom Series 2100 Motor Control Center – Horizontal to Vertical Bus Connection Kit
3. Qty (1): Eaton Freedom Series 2100 Motor Control Center – Divider Pan
4. Qty (1): Eaton Freedom Series 2100 Motor Control Center – 12" Standard Door
5. Qty (1): Eaton Freedom Series 2100 Motor Control Center – Vertical Door
6. Qty (1): Eaton Freedom Series 2100 Motor Control Center – Wireway Door
7. Qty (1): Eaton Freedom Series 2100 Motor Control Center – SPD Replacement Unit, 200kA,
 - a) Includes: Surge Counter Package, Circuit Breaker, 12" Assembly
8. Qty (1): Eaton Freedom Series 2100 Motor Control Center – Vertical Bus Assembly, 600A, 65kA
9. Qty (1): Lot of Splice Tape, New Paint, etc.

Eaton will additionally supply & install the following equipment below, to repair the Outdoor Switchgear:

1. Eaton SPB Circuit Breaker - Spring Release Solenoid Kit - 120VAC, 4000/5000A, w/o Anti-Pump Relay

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:

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This submittal contains material which is Proprietary and Confidential to Eaton Corporation It may only be used to evaluate and respond to this proposal. Unauthorized use and/or disclosure is strictly prohibited.

Item	Description
001	Eaton's Engineering Services – MCC Repair Quote
002	Eaton's Engineering Services – Outdoor SWGR Repair Quote

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.

Equipment: Equipment shipment will be F.O.B. point of origin and is estimated (as of the date of this proposal) at 4-6 weeks after receipt of an order and all necessary technical information. Estimated shipment dates subject to change.

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/cm².
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: **STK5-240510-03-EDB**
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

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 - Low Voltage Replacement Circuit Breakers
 - Low Voltage Retro fill
 - Medium Voltage Replacement Circuit Breakers
- Customer Training
- Arc flash Safety Solutions
- Arc flash Reduction