



Change Order

Project Name/Number:	Clarifier #1 Arm Repair Project/WS21AR
Purchase Order:	77722
Project Change Order Number:	1
City Change Order Number:	1
Original Contract Price:	\$44,950.00
Total Purchase Order To Date:	\$44,950.00
Total Increase in Contract Amount for Change Order:	\$41,010.00
Total Adjusted Contract with Change:	\$85,960.00
Number of calendar days contract is increased due to this change order:	4
Number of calendar days contract is decreased due to this change order:	0
Original Final Completion Date:	06/25/2021
Adjusted Final Completion Date:	08/13/2021
This change order is requested by:	Stephen Koontz, PE, Ovivo USA, LLC
This change order is recommended by:	Rawson M. Goff, Turning Water Industries

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Contractor/Date	Stephen Koontz	<i>Stephen Koontz</i>	7-7-21
Engineer/Date	<i>Rawson M. Goff</i>		07/09/2021
Project Manager/Date			
Utilities Director/Date			



Change Order

Justification:

On June 21st, 2021, Ovivo's contractor (Turning Water Industries) arrived at the Jerry Sellers WRF plant to start construction. However, Turning Water Industries noticed that the rake arm was in worse condition than reported during a site visit back in October 29th, 2020 (see attached figures). The contractor requested that additional parts would be needed in order to restore the clarifier rake arm properly and to prevent future damages that would lead to future costs. These additional parts include sections of the rake arm top-chord, new skimmer blade, new skimmer support, and gallons of touch up paint.

Proposal Costs:

Description	Delivery	Price
(4) sections of rake arm top-chord, 3 X 3 X ¼ X 10'-0", coated	8-1—2021	
(1) New skimmer blade	8-1-2021	
(1) New skimmer support	8-1-2021	
(2) gallons touch up paint	8-1-2021	
Freight	8-1-2021	
Subtotal Cost:		\$13,010.00
(4 days) Additional Labor		
Subtotal Cost:		\$28,000.00
Total Cost:		\$41,010.00

Contract Time:

Originally the contract time was a week but this change order will add 4 days. The project is now estimated to take place in the first two weeks of August (08/02/2021-08/13/2021).

Payment:

Total adjusted contract amount (\$85,960.00) will still follow Ovivo USA, LLC's payment terms of paying 100% of contract amount within 45 days after the receipt of invoice. Receipt of invoice occurs either when all materials are delivered on site or when all materials have been successfully installed by an Ovivo contractor and field service check-out and start-up procedure is finalized.

BAF form will be provided to show how City will budget the proposed cost of the change order. Important to note that the BAF form shows \$41,000.00 being budgeted. The remaining \$10 already exists in the account that was used to pay for the original scope of this project.

Change Order

The following modification(s) to the Contract are hereby Ordered:

Please see the attached change order request from Ovivo USA, LLC.



Figure 1

Change Order



Figure 2

Change Order



Figure 3

Ovivo USA, LLC

4246 Riverboat Road Suite 300, Salt Lake City UT 84123 USA

P: 801-931-3000

ovivowater.com



Worldwide Experts in Water Treatment

Change Order_CO 1

Ovivo Project RSW1229
Description Repair Clarifier #1
Project Name Repair Clarifier #1 Skimming Mechanism
Specification Per existing clarifier drawings CSW754
Project PO 77722
Ovivo Proposal Q110220A-S

Description	Delivery	Price
Additional materials for repairing damaged rake arm, including replacing the bent top chord (angle), replacing one damaged outer skimmer arm support, and replacing one damaged skimmer blade: <ul style="list-style-type: none"> - (4) sections of rake arm top-chord, 3 X 3 X ¼ X 10'-0", coated - (1) New skimmer blade - (1) New skimmer support - (2) gallons touch up paint - Freight 	7-24-21	\$13,010.00
Additional labor (4 days)	-	\$28,000.00
Total Change Order Amount	-	\$41,010.00

Original Project Delivery Date and Price	2-4-21	\$44,950.00
New Project Delivery Date and Price	8-1-21	\$85,960.00

This Change Order is for goods and/or services not originally included in the referenced Ovivo Proposal. Ovivo USA, LLC is not bound to the changes herein until this Change Order is fully executed. Except as specifically set forth herein all original terms and conditions, and all prior amendments and change orders, between the parties remain in full force and effect.

Accepted & Agreed:

Ovivo USA, LLC
By: Stephen Koontz
Signed: <i>Stephen Koontz</i>
Date: 6-28-21

City of Cocoa, FL
By:
Signed:
Date:

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide one (1) clarifier adjustment and skimming device replacement including installation services to repair the existing Ovivo clarifier installed under serial #CSW754-01.

ITEMS INCLUDED:

- Complete skimming device assemblies (2 per tank). Aluminum/Neoprene.
- Scum box supports (2 required), carbon steel with 2 coats shop paint. New anchors and hardware.
- Assembly fasteners – 304 stainless steel.
- One (1) year warranty - two (2) year warranty with Ovivo installation.
- Engineering
- FOB ship point freight prepaid and allowed

(REMOVAL AND INSTALLATION SERVICES):

We Include:

- Site mobilization.
- Florida State General Contractor CGC1523752
- Skimmer repairs.
 - Cutting and welding skimmer to correct orientation.
 - Installation of (2) new replacement skimming devices.
 - Installation of new scum box supports and alignment of existing scum box.
- Rake arm adjustment.
 - Marking level elevation for set up.
 - Shimming rake arms as needed.
 - Re-welding rake arm connections
 - Adjustment of existing squeegees.
- Field verification of existing floor elevations, including written report.
- Demolition and disposal of the existing equipment as described above.
- Service truck, mats, rigging and related equipment
- Two (2) year warranty parts & installation
- Demobilization of personnel and equipment
- 10 hours per day

Items NOT Included

- Any bonds and/or permits (if required), including but not limited to building permits
- Draining or cleaning of tank prior to start of installation
- Removal and/or disposal of any plant waste
- Electrical disconnect/installation or alteration of existing electrical supply
- Overtime work hours or removal of old debris

Price for installation and labor services for (1) one complete as described above: \$44,950.00

Lead time is estimated at 4 weeks for equipment manufacture as described above

Lead time is estimated at 1 week for installation services as described above

PURCHASE ORDER



City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77722

MUST BE SHOWN ON DELIVERY TICKET,
INVOICE, AND STATEMENT

VENDOR NO.: 8314
VENDOR FAX NO.: 801-931-3080
VENDOR PH NO.: 801-931-3000

DATE 2/04/2021
DATE REQUIRED 9/30/2021

DELIVER TO:

OVIVO USA, LLC
4246 RIVERBOAT RD
SUITE 300
SALT LAKE CITY UT 84123

City of Cocoa
ENGINEERING DEPARTMENT
351 SHEARER BLVD.
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # F.O.B.
CS 0000042310
N.E. HERNANDEZ/DV/4055

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	44950.00	SUM	<p>TO REPAIR THE CLARIFIER #1 SKIMMING ARM MECHANISM AND SCUM BOX SUPPORTS UNDER SERIAL #CSW754-01 AT THE JERRY SELLERS WATER RECLAMATION FACILITY. SERVICES INCLUDE: - SITE MOBILIZATION - FLORIDA STATE GENERAL CONTRACTOR CGC1523752 - SKIMMER REPAIRS - RAKE ARM ADJUSTMENT - FIELD VERIFICATION OF EXISTING FLOOR ELEVATIONS, INCLUDING WRITTEN REPORT - DEMOLITION AND DISPOSAL OF THE EXISTING EQUIPMENT AS DESCRIBED ABOVE - SERVICE TRUCK, MATS, RIGGING AND RELATED EQUIPMENT - TWO (2) YEAR WARRANTY PARTS & INSTALLATION - DEMOBILIZATION OF PERSONNEL AND EQUIPMENT - 10 HOURS PER DAY</p> <p>REFERENCE PROPOSAL #Q110220A-S</p> <p>*****OPERATING REVENUE*****</p>	1.0000	44950.00
				TOTAL	44950.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

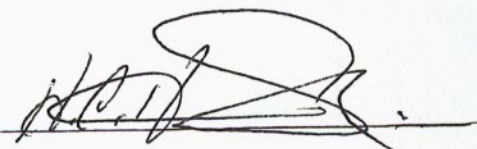
42141205364600

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org


Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS:** Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION:** Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES:** The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or

the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE:** No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD:** Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY:** The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE:** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:** Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER:** Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR.** The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.



City of Cocoa Budget Adjustment Form FY 2021 -

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER		REQUESTING DEPARTMENT #: 4120		DATE PREPARED: 07/06/21	
'FROM' ACCOUNT(S)					
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET
(\$ 10,000)	421-4120-536.64-15		IT HARDWARE	\$0	\$0
(\$ 12,000)	421-4120-536.55-00		TRAINING	\$0	\$0
(\$ 15,000)	421-4120-536.52-09		CHEMICALS	\$0	\$0
(\$ 4,000)	421-4120-536.44-00		RENTAL & LEASES	\$0	\$0
\$0				\$0	\$0
\$0				\$0	\$0
(\$ 41,000)	TOTAL			\$0	\$0
'TO' ACCOUNT(S)					
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET
\$ 41,000	421-4120-536.46-00	WS21AR	REPAIRS & MAINTENANCE	\$0	\$ 41,000
\$0				\$0	\$0
\$0				\$0	\$0
\$0				\$0	\$0
\$0				\$0	\$0
\$0				\$0	\$0
\$ 41,000	TOTAL			\$0	\$0
REASON/JUSTIFICATION FOR ADJUSTMENT:					
TRANSFER FUNDS TO COVER PO 77722 DUE TO CHANGE ORDER FOR CLARIFIER SWEEP ARM REPAIR - SELLERS PLANT					
Council/Board APPROVAL REQUIRED? YES <input type="radio"/> NO <input checked="" type="radio"/>					
DATE APPROVED: _____ RESOLUTION #: _____					
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go through their respective boards.					
Digitally signed by Rose Hochreiter Date: 2021.07.07 09:06:17 -0400					
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh				
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature
FINANCE USE ONLY:					
Date Entered: _____ Entered By: _____ Group #: _____					
Approved 07/13					
Revised eform 9/18/20 - IT					