

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

PREPARED BY: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

SUBJECT: Resolution
Project Name and Location: Pine Island Aquatics Facility -
Chlorine Generators
3800 SW 92nd Avenue, 33324

AFFECTED DISTRICT: District 3

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 WITH CARTER & VERPLANCK, INC. TO CHANGE THE CONTRACTED SCOPE OF WORK AS DESCRIBED IN THE ATTACHED CHANGE ORDER #1.

REPORT IN BRIEF: The Town has expanded the Scope of Work to supply a 150lb Chlorine Generator, required by the Broward County Department of Health, in lieu of the originally specified 75lb Chlorine Generator.

PREVIOUS ACTIONS: None

CONCURRENCES: Resolution # R-2003-323

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: \$ 43,370.00

Account Name: Capital Account 030-3404-572-6203

RECOMMENDATION(S): Motion to approve

Attachment(s): Change Order # 1 and Corporation Information

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 WITH CARTER & VERPLANCK, INC. TO CHANGE THE CONTRACTED SCOPE OF WORK AS DESCRIBED IN THE ATTACHED CHANGE ORDER #1.

WHEREAS, the Town of Davie previously awarded the Purchase Order to Carter & VerPlanck, Inc.; AND

WHEREAS, The Town has expanded the Scope of Work to provide a 150lb Chlorine Generator, required by the Broward County Department of Health, in lieu of the originally specified 75lb Chlorine Generator as described in the attached Change Order # 1,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the appropriate Town officials to execute Change Order #1 with Carter & VerPlanck, Inc. in the amount of \$43,370.00, which is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

**CHANGE
ORDER**

AIA DOCUMENT G701

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER Bid Spec Committee

PROJECT: (Name, address) CHANGE ORDER NUMBER: C.O. # 1

Pine Island Aquatic Center Chlorine Generator Equipment INITIATION DATE: June 6, 2007
 3800 NW 92nd Avenue
 Davie, Florida 33324

TO (Contractor): ARCHITECT'S PROJECT NO: B-03-55
 Joe Tavernite CONTRACT FOR: Pine Island Aquatic Center
 Carter & VerPlank, Inc. CONTRACT DATE: May 11, 2005
 PO Box 24169
 Tampa, Florida 33623-4169

You are directed to make the following changes in this Contract:
 Item 1 – Add cost difference to provide a 150lb Chlorine Generator System, required by BCDOH, in lieu of the specified 75lb unit \$43,370.00
 Total Add: \$43,370.00

Days: Increase/Decrease Contract Time By (0) Calendar Days

Not valid until signed by both the Owner and Architect.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was..... \$ 75,320.00
 Net change by previously authorized Change Orders \$ 00.00
 The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was \$ 75,320.00
 The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) \$ 43,370.00
 The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be..... \$ 118,690.00
 The Contract Time will be (increased) (decreased) (unchanged) by 0 Days
 The Date of Completion as of the date of this Change Order therefore is February 7, 2008

Authorized:		
<u>N/A</u>	<u>Carter & VerPlank, Inc.</u>	<u>Town of Davie</u>
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
<u>N/A</u>	<u>PO Box 24169</u>	<u>6591 Orange Drive</u>
Address	Address	Address
<u>N/A</u>	<u>Tampa, FL 33623</u>	<u>Davie, FL 33314 -3399</u>
BY _____	BY <u>Joseph Tavernite</u>	BY _____
DATE _____	DATE <u>7-10-07</u>	DATE _____



CARTER | VERPLANCK
POST OFFICE BOX 24169 | Phone: 561.735.1361
TAMPA, FLORIDA 33623 | Fax: 561.738.4629
www.carterverplanck.com

FAX Cover Sheet

Date: 5-9-07 Fax Number: 954-797-~~1258~~ 1746

Company Name: _____

Attention: Keith Purcell CC: _____

Regarding: Qui Island Pool, PO # + Quotes

From: Joe Tavernite

Total Number of Pages Faxed 7 Including Cover Sheet

Message: Keith

Please find enclosed the
original quote for the 75 lbs (CT-75)
system and the original P.O. also
is a copy of the ~~new~~ upgraded proposal
for the CT-150 lbs system. any questions
call me at 561-735-1361
Thank You Joe T.



TOWN OF DAVIE

6591 ORANGE DRIVE
 DAVIE, FLORIDA 33314
 PHONE (954) 797-1015

PAGE: 1

PURCHASE ORDER NO: 420723

DATE: 5/09/05

VENDOR NO: 7967

VENDOR: CARTER/VERPLANK
 P.O. BOX 24189
 TAMPA

FL 33623

INVOICE TO: ACCOUNTS PAYABLE
 6591 SW 45TH STREET
 DAVIE FL 33314

SHIP TO: TOWN OF DAVIE
 ATTN: PARKS & RECREATION
 6901 ORANGE DRIVE
 DAVIE FL 33314

DELIVER BY	SHIP VIA	F.O.B.	TERMS		
5/11/2005			NET		
QUOTE/PO NO.	ACCOUNT NO.	PROJECT	REC. NO.		
	03031045726203		0000033072		
BUYER	EME DDA PARK A				
LINE NO.	QUANTITY	UOM	ITEMS AND DESCRIPTION	UNIT PRICE	EXTENSION
1	1.00	EA	***** * CONFIRMATION COPY - DO NOT DUPLICATE * ***** PINE ISLAND PK FUEL GENERATION SYSTEM R-03-323	75320.0000	75320.00

TAX EXEMPT # 16-11-190811-540

[Signature]
 APPROVED BY

WHITE - Original PINK - Accounting Copy

C&V Carter & VerPlanck, Inc.
Environmental Equipment Sales & Service

December 2, 2002

Town of Davie
6911 Orange Drive
Davie, FL 33314

Attn: Mr. Bruce Bernard

Re: CT-75 ClorTec On-Site Chlorine Generation System

Dear Mr. Bernard:

Per your request, Carter & VerPlanck, Inc. is pleased to provide you with information on a 36 lbs/day on-site sodium hypochlorite generation system:

75 lbs/day System

- 1 ClorTec "T series" 75 lbs/day sodium hypochlorite generator, 240 VAC, 1 phase, 60 Hz, and single control panel
- 1 Kinetico model 25 dual vessel water softener
- 1 2,000 pound capacity brine storage tank
- 1 1,000-gallon product storage tank with level control, alarm and dilution assembly
- 1 60 GPH at 45 PSI variable speed metering pump, 220 VAC, 1 Phase motor and VFD
- 1 50 cfm dilution blower
- 2 Days of start-up and training
- 1 Freight prepaid to the jobsite.

Carter & VerPlanck is pleased to provide a sale price of \$75,320.00 for the above outlined on-site sodium hypochlorite generation system not including installation or sales tax.

Please don't hesitate to call if you have any questions.

Sincerely,

Joe Taverite
Regional Sales Manager
Carter & VerPlanck, Inc.

JT/jem



CARTER VERPLANCK
 POST OFFICE BOX 24169
 TAMPA, FLORIDA 33623
 www.carterverplanck.com

Phone: 813.287.0709
 Fax: 813.282.8216



Quotation

To: Town of Davie
 6591 Orange Drive
 Davie, FL 33314
Attn: Mr. Bruce Bernard

Date: December 6, 2005

Re: Town of Davie—Pine Island Aquatic Center
 On Site Chlorine Generation Systems

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

PINE ISLAND AQUATIC CENTER
150 LBS/DAY SYSTEM

- 1 ClorTec "T series" 150 lbs/day sodium hypochlorite generator, 240 VAC, 1 phase, 60 Hz, and single control panel with color touchscreen
- 1 Kinetico model 60 dual vessel water softener
- 1 3,000 pound capacity brine storage tank
- 1 1,700-gallon product storage tank with level control and alarm
- 1 "The Solution" model MD22152-01 sodium hypochlorite feeder with 1728 GPM max. output.
- 1 102 cfm dilution blower with safety devices
- 1 STA-Rite Dura-Glass, ¾ HP Booster Pump
- 2 Days of start-up and training
- 1 Freight prepaid to the jobsite

YOUR COST, F.O.B. FACTORY, FULL FREIGHT PREPAID AND ALLOWED TO JOBSITE
FOR EQUIPMENT AS DESCRIBED ABOVE:

\$118,690.00 - 75,520.00 = 43,370.00
NET LOT PLUS TAX

NOTE: System does not include back up tablet feed system.

Please Note:

- 1. We do not include sales tax, pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.



CARTER & VERPLANCK
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 TAMPA, FLORIDA 33623
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Quotation

**To: Town of Davie
 6591 Orange Drive
 Davie, FL 33314**
Attn: Mr. Bruce Bernard

Date: December 6, 2005
**Re: Town of Davie—Pine Island Aquatic Center
 On Site Chlorine Generation Systems**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

2. Under no circumstances will Carter & VerPlanck, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon no retainage.
4. Pricing is based upon Carter & VerPlanck, Inc. and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.

TERMS: 100% Net 30 days after invoice date

-WITH CREDIT APPROVAL

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX
 PAYABLE UNDER ANY STATE OF FEDERAL STATUE

CARTER & VERPLANCK, INC.

BY Joe Taverrite



CARTER | VERPLANCK
 POST OFFICE BOX 24169
 TAMPA, FLORIDA 33623
 www.carterverplanck.com

Phone: 813.287.0709
 Fax: 813.282.8216



Quotation

To:	Town of Davie 6591 Orange Drive Davie, FL 33314	Date:	December 6, 2005
Attn:	Mr. Bruce Bernard	Re:	Town of Davie—Pine Island Aquatic Center On Site Chlorine Generation Systems

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

12) SERVICE:

No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be completely prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

13) GENERAL:

The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & Verplanck, Inc., is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

Detail by Entity Name

Florida Profit Corporation

CARTER & VERPLANCK, INC.

Filing Information

Document Number 240928
FEI Number 590913697
Date Filed 10/07/1960
State FL
Status ACTIVE
Effective Date NONE
Last Event AMENDMENT
Event Date Filed 09/07/2000
Event Effective Date NONE

Principal Address

4910 W. CYPRESS STREET
TAMPA FL 33607

Changed 03/19/2007

Mailing Address

P.O. BOX 24169
TAMPA FL 33623

Changed 03/19/2007

Registered Agent Name & Address

VERPLANCK, GEORGE B.
4910 W. CYPRESS STREET
TAMPA FL 33607 US

Name Changed: 04/08/1986

Address Changed: 03/19/2007

Officer/Director Detail

Name & Address

Title C

VERPLANCK, GEORGE
2912 WEST CHAPIN AVE
TAMPA FL 33611

Title V

WALKER, KENNETH C III
4901 LYFORD CAY ROAD

TAMPA FL 33629

Title P

CHIBANI, SAADE M.
4928 ST. CROIX DRIVE
TAMPA FL 33629

Title V

HARTWIG, DAVID
12004 MIDDLEBURY DRIVE
TAMPA FL 33626

Title STC

LIGHTFOOT, BRENDA
6183 DARTMOUTH AV N
SAINT PETERSBURG FL 33710