

CONTRACT: C22-3260-FM  
 Zabatt Engine Services, Inc. DBA Zabatt Power  
 Alternate EOC Generator Inc. and Service  
 EXPIRES:09/19/2023

## CHANGE ORDER FORM

Date: 08/10/2023 Contract No.: C22-3260-FM Change Order No.: 2

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: ZABATT ENGINE SERVICES, INC DBA ZABATT POWER SYSTEMS

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$130,607.00
Net change by previously authorized Change Orders:	
Present Contract Price:	
This Change Order will (add/deduct):	\$4,793.06
New Contract Price:	\$135,400.06

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	
Original Substantial Completion Date:	
Net change by previously authorized Change Orders:	
This Change Order will (add/deduct):	
New Contract Time:	
New Substantial Completion Date:	

### APPROVALS

REQUESTED BY: <u>Butch Hendrick</u> <small>Digitally signed by Butch Hendrick Date: 2023.08.10 13:35:52 -05'00'</small>	DATE: _____
PROJECT ENGINEER: _____	DATE: _____
CONTRACTOR: <u>Paul Abernathy</u> <small>Digitally signed by Paul Abernathy DN: cn=US, email=paul.abernathy@zabatt.com, o=Zabatt Power Systems, OU=Electrical Installs, c=US, email=paul.abernathy@zabatt.com Date: 2023.08.10 14:52:31 -04'00'</small>	DATE: <u>8/16/2023</u>
OWNER: <u>DeRita Mason</u> <small>Digitally signed by DeRita Mason Date: 2023.08.16 15:09:03 -05'00'</small>	DATE: _____

*This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.*



**Zabatt Inc. Corporate Office**  
 4612 Highway Ave. Jacksonville, FL 32254  
 Ph: 904-384-4505 Fax: 904-384-7446  
 Jacksonville | Orlando | Tampa | Miami

**PROJECT INFORMATION**

Customer	Date <u>06/05/23</u>	Quote #	S0116441
Project Name <u>Okaloosa County (Crestview extension CO)</u>	* Quote Expires 15 Days From Issue Date		Revision _____

**WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT**

**INSTALLATION ONLY - SCOPE OF WORK (LICENSE # EC-13007198)**

- Extend wire and conduit to relocate generator as requested from customer.

All work to be completed during normal business hours: Monday – Friday 8am – 5pm

\*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

**EXCLUSIONS**

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

**PRICE**

\$4,793.06 Plus Applicable Sales Tax  
Week Estimated Ship Date

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.  
*Zabatt, Inc. is a State of Florida Certified Minority owned business.*  
*Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.*

**CHANGES, CANCELLATIONS & RETURNS**

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

**Delivery, Shipments, and Claims (to include Warranty)**

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.



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Project Name Okaloosa County (Crestview extension CO)	* Quote Expires 15 Days From Issue Date		Revision

**Price and Minimum Billing**

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

**Credit and Payment Terms**

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

**Agreement**

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

*Paul Abernathy*  
 Signature of Owner or Representative

8/10/23  
 Date

Paul Abernathy  
Digitally signed by Paul Abernathy  
 DN: C=US, E=paul.abernathy@zabatt.com,  
 O=Zabatt Power Systems, OU=Electrical  
 Installs, CN=Paul Abernathy  
 Date: 2023.08.16 14:52:53-04'00'

8/16/2023  
 Date

Signature of Zabatt Representative

**Jeff Burke**  
 (904) 838-0449  
 Jeff.Burke@zabatt.com