

MEMORANDUM

DATE: June 11, 2024

TO: ***ORIGINAL***
City Clerk's Office

FROM: Robyn Holder, CPPB [RH](#)
Procurement Management Division

SUBJECT: Record Retention

CONTRACT: #20210104 Amendment #3
CONTRACT TITLE: Grinder Pumps & Related Parts

VENDOR NAME: Environment One Corporation

VENDOR ADDRESS: 2773 Balltown Road
CITY & STATE: Niskayuna, NY 12309

COUNCIL APPROVED: 3/28/2022

CONTRACT AMOUNT: \$11,153,360.53

CONTRACT TERM: 4/1/2022 through 3/31/2025 with automatic renewals for one (1) year periods unless terminated by either party.

COUNCIL APPROVED: 8/22/2022

CONTRACT AMOUNT: \$116,378.03

NEW CONTRACT AMOUNT: \$11,269,738.56 & 0 additional calendar days.

COUNCIL APPROVED: 5/22/2023

CONTRACT AMOUNT: \$350,647.41 for residential parts & \$11,033.16 for commercial parts.

NEW CONTRACT AMOUNT: \$11,631,419.10 & 0 additional calendar days.

COUNCIL APPROVED: 6/10/2024

CONTRACT AMOUNT: \$1,510,574.80 for a new Contract Amount of \$13,141,993.90. End date is 3/31/2025 with automatic renewals for one (1) year periods unless terminated by either party.



CONTRACT AMENDMENT #3

This Amendment #3 ("Amendment #3") to the Grinder Pumps and Related Parts Contract #20210104 ("the Contract"), by and between the City and Environment-One Corporation, a foreign profit corporation ("Contractor"), shall be effective as of the date this Amendment #3 is fully executed.

Contractor's Full Legal Name:	Environment-One Corporation, a foreign profit corporation
Solicitation No./Event ID:	20210104
Solicitation Title/Event Name:	Griner Pumps and Related Parts
Contract Award Date:	3/28/2022
Initial Contract Term:	4/1/22 through 3/31/2025 with automatic renewals
Current Contract Expiration Date:	3/31/2025
Requested Contract Expiration Date:	3/31/2025 (no change)
Initial Contract Amount:	\$11,153,350.53
Current Contract Amended Amount:	\$11,631,419.10
Requested Financial Change Amount:	\$1,510,574.80
New Contract Amount:	\$13,141,993.90
Amendment No.:	3
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #3 is for the items outlined below.


1. Section V of the Contract provides for price adjustments on each anniversary of the Effective Date. This is based on the Producer Price Index (PPI) Series ID #PCU333914333914 for Measuring, Dispensing, and Other Pumping Equipment. The PPI amount for this period is 7.929%. New Price List is attached as Exhibit A.
2. The expiration date for this period is March 31, 2025.
3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
 1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
 2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
 3. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
 4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 5. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. The contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
 6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XXII of the Contract.

4. **SUCCESSORS AND ASSIGNS.** This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #3, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #3 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.


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IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Environment- One Corporation
Authorized Signature:	
Printed Name and Title of Person Signing:	Eric P. LaCoppola President
Date:	5/24/24
Company Address:	2773 Balltown Rd, Niskayuna NY 12309

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	June 11, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

PSL-USD/Port St. Lucie FL

[illegible]



Environment One Corp. - 2773 Balltown Road -
Miskayuna, NY 12309

QUOTATION

Number: 4/18/24
Revision : 5

Revision Date: 4/25/24

To: City of Port St. Lucie - Utility Systems Department

1001 SE Pineville Street
Port St. Lucie, Florida 34983

Attn: Laney Southerly, PE

Engineering Manager, Port St. Lucie Utilities
772-873-6442

Project: PSL-USDP/Port St. Lucie FL, 34983

To:			ORIGINAL DATE		3/15/24						
City of Port St. Lucie - Utility Systems Department			REFERENCE		PSL Commercial Stations						
1001 SE Pineville Street											
Port St. Lucie, Florida 34983											
Attn:											
Laney Southerly, PE											
Engineering Manager, Port St. Lucie Utilities											
772-873-6442											
Project:											
PSL-USD/Port St. Lucie FL, 34983											
					Contract Escalation/Price Increase - see Section V Compensation based on REVISED or OTHER (PPI) using (P&PEM)						
					Section V Compensation, provides that one year anniversary date (April 1, 2024), the prices for the products will increase by the greater of the US Department of Labor, Bureau of Labor Statistics Producers Price Index (PPI), using the Pump and Pumping Equipment Manufacturing Index or 3%. Price adjustments calculated by the PPI method will use the US Dept of Labor's recommendation of dividing the current index at the time of the price adjustment by the base index, taken on the date the latest pricing was quoted, and multiplying that number by the base or latest quoted price.						
Item No.	Items	Unit	City #	Quantity	Unit Price	Total Price	Previous Price	Unit Price % Increase	Previous Pricing Totals	Price Increase adding new items and adjusting for new tank	Price Difference with increase on existing items
1	WHA72- 92 Station	EA	7117	2	\$ 5,257.55	\$ 10,515.10	\$ 4,871.26	7.93%	\$ 9,742.52		\$ 772.58
	WHA72- 92 (W001SA7D19T) requires 7' core cable										
	WT472 - 92 in. Total Station Height										
	48 9 in. Discharge Cover										
	1, 6 in. DWV (SCH40) Field Installed Grommet	EA	7130	2	\$ 5,326.29	\$ 10,652.58	\$ 4,934.95	7.93%	\$ 9,869.90		\$ 782.68
2	WHA72- 96 Station										
	WHA72- 96 (W001S67D19T) requires 7' core cable	EA	7130	2	\$ 5,326.29	\$ 10,652.58	\$ 4,934.95	7.93%	\$ 9,869.90		\$ 782.68
	WT472 - 96 in. Total Station Height										
	52 in. Discharge Cover										
	1, 6 in. DWV (SCH40) Field Installed Grommet										
3	WHA72- 107 Station	EA	7129	2	\$ 5,446.00	\$ 10,892.00	\$ 5,045.86	7.93%	\$ 10,091.72		\$ 800.28
	WHA72- 107 (W001SA8D19T) requires 12 core cable										
	WT472 - 107 in. Total Station Height										
	61 5 in. Discharge Cover										
	1, 6 in. DWV (SCH40) Field Installed Grommet										
4	WHA72- 122 Station	EA	7182	2	\$ 5,100.77	\$ 10,201.54	\$ 4,726.00	7.93%	\$ 9,452.00		\$ 749.54
	WHA72- 122 (W001SS3D19T) requires 12 core cable										
	WT472 - 122 in. Total Station Height										
	78 in. Discharge Cover										
	1, 6 in. DWV (SCH40) Field Installed Grommet										
5	W-Series Grinder Pumps (W200P10AAE)	EA	7115	8	\$ 2,972.48	\$ 23,779.84	\$ 2,754.08	7.93%	\$ 22,032.64		\$ 1,747.20
6	240 Volt Model 7' Core Cable/2 in. Flexi Hose	EA	7222	10	\$ 3,080.41	\$ 30,804.10	\$ 2,854.08	7.93%	\$ 28,540.80		\$ 2,263.30
7	Duplex Panel with GEN-AUTO (PC0919G62)	EA	7116	1	\$ 2,123.88	\$ 2,123.88	\$ 1,967.83	7.93%	\$ 1,967.83		\$ 156.05
8	1280 240V Gen-Rec W/ Auto Transfer, Hour Meters & GFCI										
	NC0057G04 - 2" Curb Stop Kit, Stainless Steel, complete package with 3 comp. fittings	EA	7225	10	\$ 646.50	\$ 6,465.00	\$ 599.00	7.93%	\$ 5,990.00		\$ 475.00
9	Duplex Prot. Plus w/Sentry Advisor, Gen. Auto (SJ1F213G2AA)	EA	New	10	\$ 3,428.00	\$ 34,280.00	Added New Item	\$ 34,280.00		\$ 34,280.00	
10	Sentry Duplex, 240V, 2P, Protect Plus, Gen Auto 12x14 SS Enclosure, DF (NO ADVISOR) - SJ1F210J2AA	EA	New	1	\$ 4,708.00	\$ 4,708.00	Added New Item	\$ 4,708.00		\$ 4,708.00	