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: #contract #20210104 Amendment #3
Grinder Pumps & Related Parts

VENDOR NAME: Environment One Corporation

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

COUNCIL APPROVED: 3/28/2022CONTRACT 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

oarts.

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:
 - 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:	Environment- One Corporation
(PLEASE TYPE OR PRINT)	
Authorized Signature:	EREPE
	Eric P. LaCoppola
Signing:	President
Date:	5/24/24
Company Address:	2773 Balltown Rd, Niskayuna NY 12309

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Stugis
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

Environment One Corp. - 2773 Balltown Road - Niskayuna, NY 12309 Phone: (518) 346-6161 Fax: (518) 346-4382

Thank you for your interest in Environment One, its products and services. We are pleased to offer this quotation for your consideration.

City of Port St. Lucie - Utility Systems Department 1001 SE Prineville Street Port St. Lucie, Florida 34983

Tim Richards
Deputy Director, Water Distribution & Wastewater Collections Utility Systems Department

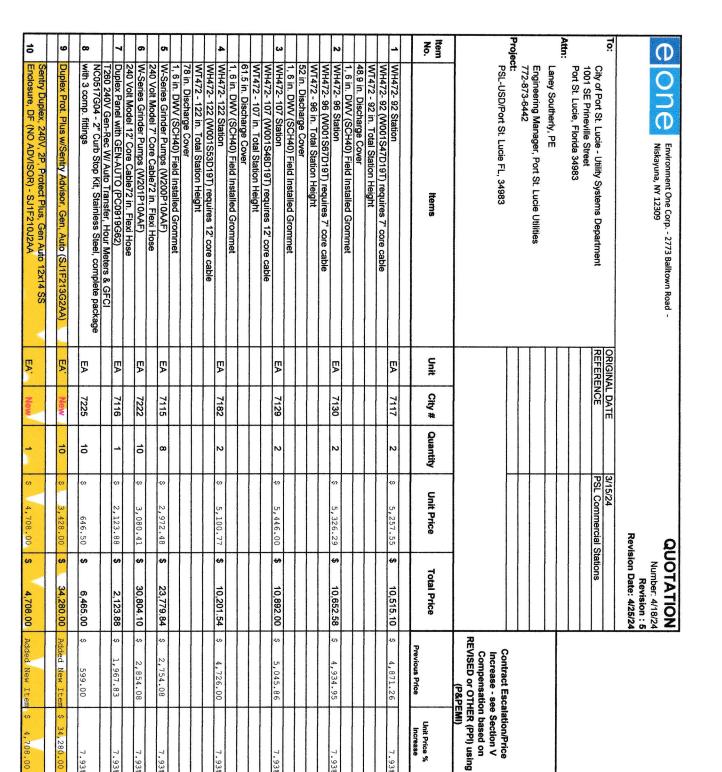
Number: 4-18-24 Revision : 5 Revision Date: 4/25/24 QUOTATION

3/5/2024
Truckload E/One Grinder Systems

EXHIBIT A

334G01 - PCB BOARD ASSEMBY, SOLID STATE SIGNAL SENSOR, ADVISOR, 2 CHANNEL (replaced relay)		NTRY - Part #			IT BREAKER, 1 POLE, 15A, DIN RAIL MT - Part # PB0682P01 EA		- PB0939G21		SLIDE FACE RECEIVER ASSMEBLY - Part # PC0542G10 EA					EA DANACH, ABITIT - NDUOJITUZ	TANCHING STANDA Aloma (ADDITIONAL TO ADDITIONAL TO ADDITIO		B0494G02 - Motor Controller Roard Assembly 1201/180Hz	4G01 - Motor Controller Roard Assembly 240V / 60H2		D0147P01	0521P01	SH Only Service Assembly - Part # NC0563G04 EA	01			FLEX DISCHARGE KIT, 48 Inch - Part # PC0542G01 EA		AC O DINO A BOON X A DO TO DINA IN DO TA A DO TA A DO TA A DO TO						VILSYPHON CHECK VAN VE ASM FOR WETWELL & LIPGRADE - Part & NODOYDOD	TE DADTO & AGGENRI ING	Date Dark: EA	" SchAO Eight installed inlet	A 13030103 - 1-1/4 NPT DY 1-1/2 COMPTESSION FIRINGS FOR SUR 11 EA INDIGATES TRANS. EA	EA			3P03- Pump Core Warranty, 5 YEARS		7A08AAF - 240V W-Series Core, 7' Core Cable, 48" Hose/Slide Face and 32' Supply Cable EA	bove Includes:	One Upgrade (PM) Unit, Sentry Panel & Extended Warranty	ACTORY Tank Warranty 10 YEARS		iet - Field installed at diffusing - Infect on me music be out-response seemately of the distalled at diffusing - Infect on me music be out-response seemately of the distalled at diffusing - Infect on me music be out-response seemately of the distalled at diffusing - Infect on me music be out-response seemately of the distalled at diffusing - Infect on me music be out-response to the distalled at diffusing - Infect on me music be out-response.	BI FD/12/CDAA - Simplex Sentry with Contacts, 240V, Generator Receptacle Auto Transfer and Sentry Advisor, Larger Enclosure EA	X		W100P08AAF - 120V W-Series Core, 7' Core Cable, 48" Hose and 32' Supply Cable EA	Core, 7' Core Cable, 48" Hose and 32' Supply Cable	Complete Residential Station:	Unit	DESCRIPTION OF THE PROPERTY OF	PSL-USD/Port St, Lucie FL				
7281	7280	7154	7277	7172	7153	7142	7141	 7240	7167	7152	7181	7243	7101	001/	700	0367	7776	7000	7251	7247	7245	7241	7258	7252	7156	7150	691.7	/255	747	77.7	2040	1027	7757	7155	-	1223	7000	/138	7137	7139			7119	7118			1	1210	7976	7299	7287	7097	7274	7096	1	City *						
20 \$		10	1	1	10 \$	5	10	10 \$	1		40 \$	10 \$	150 \$	150	100	3 6	2 6	3	20 0	10	10	10 \$	10	10	25 \$	10 \$	40	5	100	5 6	5 6		100	98	-	3		150	1,500				L	4,224 \$		-		4,000	2 250		150 \$		150 \$	2100 \$		Quantity						
90.00	33.38	125.64	116.95		36.97		280.50 \$		-	120.12	4.42	835.84 \$	77.86 \$	//.86 \$	2.00	-	224.50		+	45 14 8	30 49	230.86 \$	1.23 \$	7.22 \$	331.71 \$	193.75 \$		-	+	301.00	47.00	+	+	250.81		2,427.13 \$	+-	14.80 \$	14.80 \$	+-	-		317.63	1,362,98 \$			-	100.00	780 03		405.62	317.63	1,418.00 \$	_		Unit Price						
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		7.93%		7.93%	7.91%	7 93%	7.93%	7.93%	7.93%	7.93%		7.93%	7.93%	7.93%	7.07%	7 070/	1.3078	7 020	7 650	7010	7950 7	7.93%	7.89%	7.92%	7.93%	7.93%	7.53%	7.93%	7.50%	7,000	7,000/	7.00%	7,000/	7920 7		7.93%	7007		7.87%				7.93%	7.93%								7.93%		7 93%		Unit Price %	using (For CMI)			_	increase - see Section V	
		\$ 1 164 10		-	\$ 342.60		\$ 2,598.90	\$ 2,330.40		\$ 1,112.90		\$ 7,744.30		-			2,073,40	36	10.00		03 CRC &	2	\$ 11.40		7	\$ 1,795.10		1		-	3/1.00	07.77				\$ 2,248.80			\$ 20,580.00	\$ 116,441.60			\$ 1,243,080.96	\$ 5,334,236.16		-		6 1,040,775.00				\$ 618,009.00		\$ 2651 964 00		^o revious Pricing Totals	pricing was quoted, an	are correct motes at the	the current index at the	adjustments calculated	produces will illelease i	
						The state of the s																																										31.90								Previous Cost for WH101-80, HDPE Tank, Standard Cover winnegamed Vent80 nch Previous Pricing Totals Total Station Height	pricing was quoted, and multiplying that number by the base or latest quoted price.	printed and another and multiplying that purpher by the base or latest another printed and on the date the latest	the current index at the time of the price adjustment by the base index taken on the date the latest	adjustments calculated by the PBI method will use the HS Dept of Labor's recommendation of dividing	produces the inclease by the greater of the OS Department of Labor, but each of Labor Statutes	
\$ 1,800.00	\$ 667.60	1,104.20	4													3,010.00	20000			+																												30,007.00	•	\$ 412.62	\$ 60,843.00		\$ 212,700.00			Price Increase Adding New Items and Adjusting for New Tank	e base or latest quoted I	har or latest quoted o	os pept of Labor Stecor	ing equipment manufact	Henr of Labor, Bureau of	
_	•	\$ 9230	•	-	\$ 27.10	\$ 1510	\$ 206.10	\$ 184.80						\$ 858.00		•		-	380		\$ 2240	\$ 169.60		\$ 5.30	\$ 609.25	\$ 142.40		\$ 56.40	-	-	29.40		313.40			\$ 178,33		\$ 162.00	1,0	\$ 9,231.20			\$ 98,588.16	\$ 422,991.36								\$ 49,014,00	İ	210 294 00	-	Price Difference with Increase on Existing Items	orice.	on the date the latest	the date the latest	amendation of dividing	Labor Statistics	

\$ 13.60 \$ 13.60	151 81		101101	۰	H	-		-	The Manual Property of the Contract of the Con
			151.81		-+	-1	7261	EA	om Tap, M24 x 1.5 - Part # NA0237P03
	171.53	7.93% \$	171.53		-	-	7260	EA	ER, VOLT/OHM - Part # PA1018P02
-	171.53	7.93% \$	171.53		-	-	7259	2	ER, VOLT/AMP/OHM - Part # PA1018P01
8	114.66	7.93% \$	38.22	123.75 \$	41.25 \$	ω •	7180	5	ASE, SILICONE, 5,3 OZ - Part # 0302-005
	287 85	7 92% \$	57 57		-+	ch ch	7179	5	CONE, MOLYCOTE 55, 5.3 OZ - NA0008P02
	123 50	7 85% \$	12.35		13.32 \$	10 \$	7178	5	1TE 598, 0.5 OZ, CABLE ENTRY - NA0161P02
	73 10	7 93% \$	36.55		-	2 5	7177	5	TITE 641, 10 mL, BEARINGS - 0323-049
0	125.05	7 00% \$	25.10	135 90 \$	27 18 5	On (7176	2	OR AIR TEST FIXTURE - PA1198P01
2 4	40.76	7 7207 4	375	-	404	7	7175		TING/ADAPTER 1/8NPT X 3/16 BARB (CONTRO) CAVITY TEST) - NA0219P06
2	200 06	7 2020 €	30 00	378 08 80	\$ 80 9CF	•	7174	EA	AND PUMP, VACUUM/PRESS - PA1019G01
\$ 477.40	6,020.00	7.93% \$	301.00	6,497.40 \$	324.87 \$	20 \$	7239	Ę	IOII COVET SITOULD KREFKII, ELIÜNE EXIGINGER - PAIT # NUUUBZIGUT IOII S & TEST ECOLUBMENT & CHEMBOON E
						50			ORD NEW ADMINISTRATION OF THE PROPERTY OF THE
\$ 29,100.00			Added New Item	29,100.00 A	14.55 \$	2,000 \$	7286	EA	3 DWV PIPE, 3/8 INCH WALL
\$ 40.52			ded New Item		-	-1	7298	EA	OMMET, 4: PVC PIPE, 1/2 WALL (IDU, DH152, FG) PB0888P02
			ded New Item		30.69 \$	-1 -5	7297	EA	4 DWV, 5/8 WALL PB0686P13
			ded New Item		30.69 \$	-1	7296	EA	4 DR45, 5/6
\$ 49.83			ded New Item		49.83 \$	1 \$	7295	EA	MMET, 4 DR35, 1/2 THICK WALL PB0686P12
			ded New Item		20.88 \$	1 \$	7294	EΑ	ROMMET 4 IN. (INLET SDR 35 - 1/4 IN WALL) PB0686P03
			Added New Item		18.42 \$	250 \$	7285	EA	MMET 4 IN. (INLET SCH 40 - 1/4 IN WALL) PB0686P01
			Added New Item	542.00 A	271.00 \$	2	New	EA	PLY CABLE, 50 LENGTH ND0036G07
\$ 110.00	2,100.00	5.24% \$	210.00	2,210.00 \$	221.00 \$	10 \$	7157	EA	PPLY CABLE, 32 LENGTH, ND0036G06
\$	0.23		0.23	0.24 \$	0.24 \$	-	7166	EA	W, SOCKET HEAD, 10-24, NA0015P01
69	6.04		6.04	6.34 \$	-		7170	S	ING, SCIDE FACE (1.57 X.197), PAUS14P01
\$ 7.04	88.82		88.82	95.86 \$	95.86	-	/146	5	NO DIDECTION AND PROCEEDS.
\$	40.44	7.91% \$	40.44	43.64 \$	43.64 \$	5	7145	E A	BING TOWN FIND - PAUTUSFUT
	2.37		2.37	2.55 \$	2.55 \$	- 4	7144	EA	STIER, WAVE SPRING, (2000, EXTREME) - PA1010P01
\$	198.39		198.39	214.12 \$	214.12 \$	-	7106	EA	, rump, Machined and Polished - PC0054P02
	61.05	7.93% \$	61.05	65.89 \$	65.89 \$	1 8	7109	S	nanical Seal Kit - NC0040G01
	4,196.80		419.68	4,529.60 \$	452.96 \$	10 \$	7102	EA	or Housing Assembly - NC0036G01
\$ 1,162.50	14,658.00	7.93% \$	97.72	15,820.50 \$	105.47 \$	150 \$	7098	Ē	or/Liner Assembly - NC0039G01
-	2.029.80	7.93% \$	135.32	2.190.75 \$	-	15	7103	5	er Wheel, Machined - NC0008P02
9 6	120.20	2 2000 2	1200	129 70 \$		30	7140	EA	ET SHROUD, EXTREME - ND0004P01
-	162 00	7 4194 9	183	174.00 \$	174 \$	100	7158	2 5	Splice Connector, 3 Wire (Lever Type) - Part # NA0487P01
-	2/2.00	7.35% \$	1.36	\$ 00.767	1.40	200	7484	2 2	ASHER PIAN SS 142-Park PROFAGNOT
		2000	ded New Item	W 00'820'I		200	7440	3	NINA ELAG ELAG SON ANDODOGO
+-	1,188.00	7.93% \$	396.00	1,282.20 \$	-	9 69	7284	3	75' l engh (
\$	36.00		0.90	38.80 \$	-	40 \$	/165	2	**************************************
\$	137.20	7.65% \$	1.96	147.70 \$	2.11 \$	70 \$	7160	5	EW, HEX, SS, 9:16-18 X Z INCH - Part # 00/3-7032
\$	28.00		0.70	30.00 \$	_	40	7162	5	EW, HEX, 1/4-2/0 X 1.0 LG - Part # PA1389P02
\$	21.20		0.53	22.80 \$	0.57 \$	40 \$	7163	EA	EW, HEXHD, 1/4-20 x. 75 - Part # PA1399P01
\$	7.20	5.56% \$	0.18	7.60 \$	0.19 \$	40 \$	7254	ĒĀ	rew, #8-16 x 3/4 Inch, Philips - Part # NA0025P02
\$ 1,800.00			ded New Item	1,800.00 A	90.00 \$	20 \$	7279	EA	739G01 - Mushroom Vent with SCH 80 PVC nipple and adaptaflex seal fitting
8	72.20	7.76% \$	3.61	77.80 \$	3.89 \$	20 \$	7159	Ē	RING 4.975 X 5.525, BUNA - Part # 0310-4298
5	74.80	7.75% \$	3.74	80.60 \$	4.03 \$	20 \$	7246	Ē	Ning, 2.984 x 3.262, Buna N - Part # 0310-234B
\$	6.40	7.81% \$	0.64	6.90 \$	0.69 \$	10	7256	S	ng., 674 x .880, Buna N - Part # 0310-115B
6	252.00	7.14% \$	1.26	270.00 \$	1.35 \$	200 \$	7147	Ē	STOP (ELASTIC) 5/16-18 - Part # 0719-3218SS
69	4.25	7.06% \$	0.85	4.55 \$	0.91 \$	O1	7149	5	OOVE PIN, 5/32 - Part # 0721-E058
	49.00	7.14% \$	0.70	52.50 \$	0.75 \$	70 \$	7161	Ē	VASHER, 5/16* SS (2000) - Part # 0707-7002
	17.20	6.98%	0.43	18.40 \$	0.46 \$	40	7173	Ē	T WASHER, #10 (plastic inlet shroud) - Part # 0706-5002
-	271.40	7.92% \$	27.14	292.90 \$	29.29 \$	10 \$	7244	EA	g, M20 w/ O-Ring (Adapter Fitting, Barb, w/ O-Ring) - Part # NB0357G01
	83.50	7.90% \$	8.35	90.10 \$	9.01 \$	10 \$	7253	ĘĄ	Bolt, Gapped, 3 Inch Long, 5/16-18, SS - Part # 0391-004
8	1,051.30		105.13	1,134.70 \$		10 \$	7171	Ę	ALIZER ASSEMBLY - Part # NC0034G01
\$ 112.95	1,425.30		\$ 95.02	1,538.25 \$	102.55 \$	15	7108	Ē	Assembly, Supply Cable Side - ND0038G01
	2.014.50	7.93% \$	134.30	2.174.25 \$	144.95	15	7107	E.	D Assembly, Core Side - ND0037G01
	165 30	7 92% \$	16.53		-	10 5	7148	<u> </u>	RD GRIP, 1/2 INCH NPT W/ O-RING - NA0045G02
20000			Irland New Hom	720 00 4	1800 \$	40	7778	EA	less Steel Pump Stands (PN# includes one single stand not both) - NB0006P02
4	4.25	1./0% \$	4.25	4.30	4.50		NW.	3	SC COMPONENTS / HARDWARE
5	317.00	7.93% \$	\$ 317.00	342.14 \$	-	9 6	1224	2 2	ONTHIY SERVICE SENTERY ADVISOR ALTOMATICALLY BENEWISHIELD A PART * NAOAASBOA
			dded New Item	6,580.00 A	328.00 \$	20	/283	EA.	SEM I IDCRATO UT 30 OAI AND TO STANDARD AT THE BADE AND ADDRESS
\$ 580.00		-		20000	-		1000	-	TO THE



7.93%

9,869.90

782.68

section v compensation, provides that the free for 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.

Previous Pricing Totals

Price Increase adding new items and adjusting for new tank

Price Difference with increase on existing

9,742.52

772.58

7.93%

5,990.00

34,280.00

4,708.00

7.93% 7.93%

1,967.83

28,540.80 22,032.64

2,263.30 1,747.20

156.05

475.00

7.93%

9,452.00

749.54

10,091.72

800.28