

Pentair Flow Technologies, LLC

Contract #9635915



CONTRACT AMENDMENT

THIS AMENDMENT 4 (“Amendment”) by and between Pentair Flow Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida (“Contractor”) and the City of Port St. Lucie, a Florida municipal corporation (“City”), effective when fully executed.

Contractor’s Full Legal Name:	Pentair Flow Technologies, LLC, a Delaware limited liability company
Solicitation No./Event ID:	9635915
Solicitation Title/Event Name:	Supply Grinder Pump Systems
Contract Award Date:	June 10, 1996
Initial Current Contract Term:	Continuing
Current Contract Expiration Date:	Annual pricing per the 2020 amendment ends October 31, 2021
Requested Contract Expiration Date:	New Pricing under this Contract Amendment is effective for the following duration: November 1, 2021 – October 31, 2022
Initial Contract Amount:	Per Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	Estimated annual expenditure is \$12,000,000.
Amendment No.:	4
Amendment Type:	Renewal

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RECITALS

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

WHEREAS, the pricing for Amendment 3 ended October 31, 2021; and

WHEREAS, the parties acknowledge and agree that the City ordered 720 grinder panels prior to the expiration of the price increase, which order was subsequently canceled and re-instated by City Purchase Order (“PO”) #20220489, attached hereto and incorporated by reference; and

WHEREAS, the parties agreed to honor Amendment 3 pricing for PO#20220489; and

WHEREAS, the Contractor and City desire to enter into this Amendment to extend the pricing terms,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated as forming the intent and purpose of this Amendment.

The pricing for products listed, which is effective until October 31, 2022, is as follows:

Part#	Description	Pricing thru October 31, 2021	Pricing effective as of November 1, 2021
21575D012	GRIND 2/3/60/2P/230/35 5.50IMP	\$ 1,046.23	\$ 1,259.29
21639D004	SEW; 1/2HP 230V 1PH 20FT PLG	\$ 413.44	\$ 466.37
21813A303	CONTROL; LEVEL 40FT N.O. w/CARTON, WT, BUSH	\$ 25.67	\$ 30.06
21813A901	CONTROL; LEVEL 25FT N.O. w/CARTON, WT, BUSH	\$ 20.23	\$ 23.68
21813A903	CONTROL; LEVEL 40FT N.O. w/CARTON,WT,BUSH	\$ 25.67	\$ 30.06
21990A000	RELAY; START, VOLTAGE	\$ 20.18	\$ 27.65
21990A000K	RELAY START GE 3ARR3J3G3	\$ 20.18	\$ 31.88
22222A039	OVERLOAD RELAY,12-18 AMP TELEMECANIQUE L	\$ 26.40	\$ 28.77
22470A051	BRACKET, CONTROL MTG 3FB 3 FLOATS	\$ 10.21	\$ 12.26
22914A033	CONTACTOR 18 AMP, 120V COIL	\$ 36.18	\$ 39.42
23535A020	LEG; PACKAGE, NYLON FEET, GRINDER PUMPS	\$ 27.87	\$ 31.84
24197D601	BASIN;36X48 W/O STUDS W/SST NUTS PUR	\$ 432.99	\$ 573.26
24951C036	COVER;36"BASIN FIBERGLASS FAB	\$ 110.41	\$ 200.67
26999A825	PACKAGE, PARTS; PORT ST. LUCIE ACCESSORIES	\$ 190.72	\$ 134.71

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27063A088	PACKAGE, BASIN 48X96 DUP SRA125 60"DIS HT	\$ 5,240.00	\$ 8,236.20
27063A095	PACKAGE, BASIN 48X72 DUP SRA125 36"DIS HT	\$ 4,910.00	\$ 7,567.78
27340C476	BOX, CONTROL; DUPLEX PSL 2HP 230	\$ 1,136.34	\$ 2,303.32
27397A600	BOX, CONTROL; PURCH. CSI PSL W/GENERATOR R	\$ 590.00	\$ 809.89 ⁱ
27400A888	PANEL SIMPLEX FOR VS20-21	\$ 590.00	\$ 885.50
27408A002	BUZZER; ALARM 6-28VDC PRO/PLUS SERIES CSI	\$ 13.51	\$ 18.98
27408A015	FUSE 2.5A	\$ 1.56	\$ 1.81
27408A022	FEET; MOUNTING CSI INTEGRA PRO/PLUS SERIE	\$ 17.45	\$ 17.45
27408A023	FUSE, HOLDER PRO/PLUS SERIES	\$ 10.39	\$ 12.15
27408A024	BOARD, CIRUIT; FLOAT PSL CSI RK- 1701-39 PS	\$ 75.77	\$ 142.36
27408A027	INNER DOOR; SIMPLEX FLOAT PSL SERIES CSI#	\$ 58.95	\$ 84.78
27408A029	OUTER DOOR; SIMPLEX FLOAT PSL SERIES CSI#	\$ 39.49	\$ 50.83
27408A040	BRACKET; HINGEPIN CLIP FOR OUTER DOOR PSL	\$ 1.34	\$ 1.57
27408A164	LIGHT; ALARM RED w/WIRE LEADS 18GA WHITE	\$ 23.11	\$ 26.50
28151D801*	GRIND 2/1/60/2P/230/25 5.313 IMP L/D	\$ 679.00	\$ 764.83
28151D803*	GRIND 2/1/60/2P/230/35 5.313 IMP L/D	\$ 699.00	\$ 790.82
28151D804*	GRIND 2/3/60/2P/230/35 5.313 IMP 12-7	\$ 819.00	\$ 948.21
28164P268*	BASIN ASSY; 36X48 VS20-21-25L/D	\$ 1,905.31	\$ 2,502.16
604450825	CAP PACK-START/RUN/POTENT RELAY Group 82	\$ 53.00	\$ 59.55
MEOSP50A1 20	MEOSP50A1 20' .5HP 115V 60CY 6.5"SET	\$ 226.02	\$ 388.39
MS33V20	PUMP, SUMP 1/3HP 1-115 20' CORD VERTICAL	\$ 95.38	\$ 108.56
DISCONTINUED ITEMS			
24035D805	WGL20-21-SL 2HP 230V 1PH 50' CDS ASS'Y F	RTF	\$ -
24035D803	WGL20-21-SL 2HP 230V 1PH 35' CDS ASS'Y F	\$ 599.00	\$ -
27063A096	PACKAGE, BASIN 48X120 DUP SRA125 84"DISHT	\$ 5,975.00	\$ -
24035D801	WGL20-21-SL 2HP 230V 1PH 25' CDS ASS	\$ 579.00	\$ -
27340C302	BASIN ASSY;36X48 WGL20-21-25'CD W/FT	\$ 1,818.31	\$ -

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27408A016	OBS LIGHT; ALARM RED PRO/PLUS SERIES 10WA	\$ 52.00	OBS
27063A135	OBS PACKAGE, BASIN 36X72 SIM W/O RAILS PS	\$ 1,979.00	OBS
27063A152	OBS BASIN ASSY;36X72 FRP COVER SPECIAL P	\$ 519.01	OBS

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto, which consent shall not be unreasonably withheld.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract 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 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. Any amendment must be written and executed by both parties.
4. **RELEASE.** Except for Pentair's right to payment for PO#20220489 referenced in the Recitals above, the parties agree to waive and release any claim for payment for services or materials ordered, purchased, or submitted by the City prior to November 1, 2021.

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

CONTRACTOR

Contractor	Pentair Flow Technologies, LLC
Authorized Signature:	<i>Christopher Heacock</i>
Printed Name/Title	Christopher Heacock, its Business Unit Leader
Date:	4/27/2022
Company Address:	1101 Myers Parkway, Ashland OH 44805

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:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

ⁱ PO #20220489 is expressly excluded from the price increase.