

**CITY OF PORT SAINT LUCIE
CONTRACT # 20130109**

This CONTRACT, executed this 16th day of April, 2014, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Sunstate Meter & Supply, Inc, 14001 West Newberry Road, Newberry, FL 32669**, a Florida Corporation, Telephone No. (352) 332-7106 Fax No. (352) 332-5604, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Jeff Kimbrough, Sales Representative
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry, FL 32669
Office phone: (352) 332-7106
Fax # (352) 332-5604
Mobile: (352) 5169791
E-mail: jjkimbrow@cs.com

City Contract Administrator City of Port St. Lucie
Att: Gina Jolly
Office of Management and Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 871-5223
Fax: (772) 871-7337

City Project Manager: Michael Rossignol
Utilities System
Utility Warehouse
1001 SE Prineville Street
Port St. Lucie, FL 34983
(772) 871-7384
mrossignol@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform is supplying Neptune technology brand water meters and related hardware and software on a thirty-six (36) month fixed price contract

**SECTION II
TIME OF PERFORMANCE**

Contract period shall begin March 17, 2014 and end thirty-six (36) months thereafter on March, 17, 2017. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Contractor will ship all meters and hardware within thirty (30) days of order placement.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a fixed price basis as indicated on Attachment "A" attached herein and made a part of this contract.

Invoices for products shall be submitted once a month for all materials delivered. Payments shall be made within forty-five - (45) business days of receipt of Contractor's proper invoice, unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

All invoices and correspondence relative to this contract must contain the Purchase Order number /Visa Authorization Form and contract number.

**SECTION IV
CONFORMANCE WITH BID**

"not applicable"

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the

Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as

primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, municipality of the State of Florida, its officers, employees and agents, and Contract 20130109 for Water Meters and Related Hardware shall be listed as additionally insured."** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow" form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
CLEANING UP**

Not applicable

**SECTION X
NOTICE OF PERFORMANCE**

Not applicable

**SECTION XI
DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. One copy of the delivery ticket (packing list) shall be contained in the shipment. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, sublet or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled of the cause of delay. If, on the basis of the facts and the terms of this contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this agreement with or without cause by giving the vendor/contractor thirty - (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty - (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION XVIII LAW AND VENUE

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XIX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

SECTION XX APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30, 2014. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this contract, to provide the identical services required in this contract for the identical period of time in the subsequent calendar period the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract two (2) additional thirty-six (36) month periods. At which time a fixed price redetermination may be considered for the additional term based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI)/Commodities. Group: Metals and metal products and Rubber and plastic products.

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made.

The PPI can be found on the web at <http://www.bls.gov/ppi/>

Price Adjustment will be based on the annual index using the published January figures prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

Example of a PPI:

Index point change	
Final Demand Price Index	107.5
Less previous index	104.0
Equals index point change	3.5
Index percent change	
Index point change	3.5
Divided by the previous index	104.0
Equals	0.034
Result multiplied by 100	0.034 x 100
Equals percent change	3.4

If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

**SECTION XXII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

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IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

Jeff B. Nemes

City Manager

By:

Al Ellenburg

Authorized Representative of Sunstate Meter & Supply, Inc

State of: Florida

County of: Alachua

Before me personally appeared: Al Ellenburg)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(he/she)

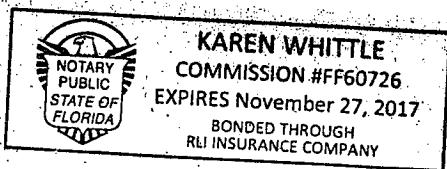
WITNESS my hand and official seal, this 13th day of March, ~~2004~~ 2014

Karen Whittle

Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires _____.



(seal)

ATTACHMENT "A"

SCHEDULE OF CHARGES

<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>
1	5/8"x3/4" T10 Water Meter W/Direct Read Register	\$37.95
2	5/8"x3/4" T10 Water Meter W/Proread Pit Gallon Register	\$82.95
3	5/8"x3/4" T10 Water Meter W/Ecoder Pit Gallon Register	\$92.95
4	5/8"x3/4" T10 Water Meter W/R900i Pit Gallon Register	\$185.35
5	5/8"x3/4" T10 Water Meter W/R450i Pit Gallon Register	\$217.06
6	Price Adder for optional 5/8"x3/4" Bronze Bottom Plate	\$5.50
7	5/8"x3/4" T10 Double Check Meter W/Direct Read Register	\$167.84
8	5/8"x3/4" T10 Double Check Meter W/Proread Pit Gallon Register	\$212.84
9	5/8"x3/4" T10 Double Check Meter W/Ecoder Pit Gallon Register	\$222.84
10	5/8"x3/4" T10 Double Check Meter W/R900i Pit Gallon Register	\$315.24
11	5/8"x3/4" T10 Double Check Meter W/R450i Pit Gallon Register	\$350.00
12	3/4"x3/4" T10 Water Meter W/Direct Read Register	\$73.74
13	3/4"x3/4" T10 Water Meter W/Proread Pit Gallon Register	\$118.74
14	3/4"x3/4" T10 Water Meter W/Ecoder Pit Gallon Register	\$128.74
15	3/4"x3/4" T10 Water Meter W/R900i Pit Gallon Register	\$214.04
16	3/4"x3/4" T10 Water Meter W/R450i Pit Gallon Register	\$269.41
17	1" T10 Water Meter W/Direct Read Gallon Register	\$120.65
18	1" T10 Water meter W/Proread Pit Gallon Register	\$165.65
19	1" T10 Water Meter W/Ecoder Pit Gallon Register	\$175.65
20	1" T10 Water Meter W/R900i Pit Gallon Register	\$245.65
21	1" T10 Water Meter W/R450i Pit Gallon Register	\$277.10
22	1 1/2" T10 Water Meter W/Direct Read Gallon Register	\$289.78
23	1 1/2" T10 Water Meter W/Proread Pit Gallon Register	\$334.78
24	1 1/2" T10 Water Meter W/Ecoder Pit Gallon Register	\$344.78
25	1 1/2" T10 Water Meter W/R900i Pit Gallon Register	\$405.78
26	1 1/2" T10 Water Meter W/450i Pit Gallon Register	\$434.50
27	2" T10 Water Meter W/Direct Read Gallon Register	\$362.58
28	2" T10 Water Meter W/Proread Pit Gallon Register	\$407.58
29	2" T10 Water Meter W/Ecoder Pit Gallon Register	\$417.58
30	2" T10 Water Meter W/R900i Pit Gallon Register	\$467.08
31	2" T10 Water Meter W/R450i Pit Gallon Register	\$497.00
32	1 1/2" Turbine Meter W/Proread Pit Gallon Register	\$447.00
33	1 1/2" Turbine Meter W/Ecoder Pit Gallon Register	\$457.00
34	1 1/2" Turbine Meter W/R900i Pit Gallon Register	\$534.00
35	1 1/2" Turbine Meter W/R450i Pit Gallon Register	\$567.00
36	2" Turbine Meter W/Proread Pit Gallon Register	\$496.00
37	2" Turbine Meter W/Ecoder Pit Gallon Register	\$506.00

Water Meter and Related Hardware

38	2" Turbine Meter W/R900i Pit Gallon Register	\$576.00
39	2" Turbine Meter W/R450i Pit Gallon Register	\$616.00
40	3" Turbine Meter W/Proread Pit Gallon Register	\$844.00
41	3" Turbine Meter W/Ecoder Pit Gallon Register	\$854.00
42	3" Turbine Meter W/R900i Pit Gallon Register	\$889.00
43	3" Turbine Meter W/R450i Pit Gallon Register	\$964.00
44	4" Turbine Meter W/Proread Pit Gallon Register	\$1,032.00
45	4" Turbine Meter W/Ecoder Pit Gallon Register	\$1,042.00
46	4" Turbine Meter W/R900i Pit Gallon Register	\$1,090.00
47	4" Turbine Meter W/R450i Pit Gallon Register	\$1,152.00
48	6" Turbine Meter W/Proread Pit Gallon Register	\$2,146.00
49	6" Turbine Meter W/Ecoder Pit Gallon Register	\$2,156.00
50	6" Turbine Meter W/R900i Pit Gallon Register	\$2,241.00
51	6" Turbine Meter W/R450i Pit Gallon Register	\$2,266.00
52	8" Turbine Meter W/Proread Pit Gallon Register	\$3,107.00
53	8" Turbine Meter W/Ecoder Pit Gallon Register	\$3,117.00
54	8" Turbine Meter W/R900i Pit Gallon Register	\$3,150.00
55	8" Turbine Meter W/R450i Pit Gallon Register	\$3,175.00
56	10" Turbine Meter W/Proread Pit Gallon Register	\$5,250.00
57	10" Turbine Meter W/Ecoder Pit Gallon Register	\$5,260.00
58	10" Turbine Meter W/R900i Pit Gallon Register	\$5,311.00
59	10" Turbine Meter W/R450i Pit Gallon Register	\$5,336.00
60	2" Compound Meter W/Proread Pit Gallon Registers	\$1,396.00
61	2" Compound Meter W/Ecoder Pit Gallon Registers	\$1,416.00
62	2" Compound Meter W/R900i Pit Gallon Registers	\$1,440.00
63	2" Compound Meter W/R450i Pit Gallon Registers	\$1,636.00
64	3" Compound Meter W/Proread Pit Gallon Registers	\$1,646.00
65	3" Compound Meter W/Ecoder Pit Gallon Registers	\$1,666.00
66	3" Compound Meter W/R900i Pit Gallon Registers	\$1,791.00
67	3" Compound Meter W/R450i Pit Gallon Registers	\$1,886.00
68	4" Compound Meter W/Proread Pit Gallon Registers	\$2,177.00
69	4" Compound Meter W/Ecoder Pit Gallon Registers	\$2,197.00
70	4" Compound Meter W/R900i Pit Gallon Registers	\$2,254.00
71	4" Compound Meter W/R450i Pit Gallon Registers	\$2,417.00
72	6" Compound Meter W/Proread Pit Gallon Registers	\$3,365.00
73	6" Compound Meter W/Ecoder Pit Gallon Registers	\$3,385.00
74	6" Compound Meter W/R900i Pit Gallon Registers	\$3,477.00
75	6" Compound Meter W/R450i Pit Gallon Registers	\$3,605.00
76	6"x8" Compound Meter W/Proread Pit Gallon Registers	\$5,333.00
77	6"x8" Compound Meter W/Ecoder Pit Gallon Registers	\$5,353.00
78	6"x8" Compound Meter W/R900i Pit Gallon Registers	\$5,445.00
79	6"x8" Compound Meter W/R450i Pit Gallon Registers	\$5,573.00
80	4"x1" Stainless Fire Service Meter W/Proread Pit Gallon Registers	\$6,473.75
81	4"x1" Stainless Fire Service Meter W/Ecoder Pit Gallon Registers	\$6,493.75
82	4"x1" Stainless Fire Service Meter W/R900i Pit Gallon Registers	\$6,513.75

Water Meter and Related Hardware

83	4"x1" Stainless Fire Service Meter W/R450i Pit Gallon Registers	\$6,573.75
84	6"x1 1/2" Stainless Fire Service Meter W/Proread Pit Gallon Registers	\$10,463.54
85	6"x1 1/2" Stainless Fire Service Meter W/Ecoder Pit Gallon Registers	\$10,483.54
86	6"x1 1/2" Stainless Fire Service Meter W/R900i Pit Gallon Registers	\$10,543.54
87	6"x1 1/2" Stainless Fire Service Meter W/R450i Pit Gallon Registers	\$10,608.54
88	8"x2" Stainless Fire Service Meter W/Proread Pit Gallon Registers	\$13,475.76
89	8"x2" Stainless Fire Service Meter W/Ecoder Pit Gallon Registers	\$13,495.76
90	8"x2" Stainless Fire Service Meter W/R900i Pit Gallon Registers	\$13,555.76
91	8"x2" Stainless Fire Service Meter W/R450i Pit Gallon Registers	\$13,618.76
92	10"x2" Stainless Fire Service Meter W/Proread Pit Gallon Registers	\$17,767.37
93	10"x2" Stainless Fire Service Meter W/Ecoder Pit Gallon Registers	\$17,787.37
94	10"x2" Stainless Fire Service Meter W/R900i Pit Gallon Registers	\$17,827.37
95	10"x2" Stainless Fire Service Meter W/R450i Pit Gallon Registers	\$17,887.37
96	3" Fire Hydrant Meter With Connections & Gate Valve	\$799.60
97	2" Bronze Meter Strainer	\$357.14
98	3" Bronze Meter Strainer	\$598.60
99	4" Bronze Meter Strainer	\$666.67
100	6" Bronze Meter Strainer	\$1,344.69
101	8" Bronze Meter Strainer	\$2,312.50
102	10" Bronze Meter Strainer	\$3,250.00
103	2" Epoxy Coated Strainer	\$258.57
104	3" Epoxy Coated Strainer	\$424.29
105	4" Epoxy Coated Strainer	\$507.14
106	6" Epoxy Coated Strainer	\$864.19
107	8" Epoxy Coated Strainer	\$1,838.57
108	10" Epoxy Coated Strainer	\$2,930.00
109	3" Mag Meter	\$2,625.00
110	4" Mag Meter	\$2,937.00
111	6" Mag Meter	\$3,487.50
112	8" Mag Meter	\$4,312.50
113	10" Mag Meter	\$5,437.50
114	Price Adder for optional test plug on 1 1/2" & 2" PD Meters	\$30.00
115	Proread Pit Gallon Register Only	\$52.50
116	Ecoder Pit Gallon Register Only	\$62.50
117	R900i Pit Gallon Register Only	\$159.00
118	R900i Pit Gallon Register Upgrade - Trade In of Proread Register	\$125.00
119	R900i Pit Gallon Register Upgrade - Trade In of Register & R900 Unit	\$99.80
120	R900i Stubby Antenna Kit Only	\$9.15
121	R900 Thru Lid Antenna Kit - 18" Length	\$18.00
122	R900 Thru Lid Antenna Kit - 6' Length	\$22.00
123	R900 Thu Lid Antenna Kit - 25' Length	\$29.00
124	R450i Pit Gallon Register Only	\$199.80
125	R450i Pit Gallon Register Upgrade - Trade In of Proread Register	\$165.80

Water Meter and Related Hardware

126	R450i Pit Gallon Register Upgrade - Trade In of Register & R900 Unit	\$134.60
127	R450i Pit Gallon Register Upgrade - Trade In of R900i Register	\$134.60
128	R900 Pit MIU - 6' Cable	\$110.00
129	R900 Pit MIU - 25' Cable	\$110.00
130	R900 Wall MIU - 6' Cable	\$105.00
131	R900 Wall MIU - 25' Cable	\$105.00
132	R450 Pit MIU - 6' Cable	\$120.00
133	R450 Pit MIU - 25' Cable	\$120.00
134	R450 Wall MIU - 6' Cable	\$117.00
135	R450 Wall MIU - 25' Cable	\$117.00
136	R450 High Power Wall MIU - 6' Cable	\$120.00
137	R450 High Power Wall MIU - 25' Cable	\$120.00
138	R450 Pit Antenna Kit - 18" Cable	\$26.00
139	R450 Pit Antenna Kit - 6' Cable	\$29.00
140	R450 Pit Antenna Kit - 25' Cable	\$32.00
141	ARB N_Sight AMR Software	\$2,500.00
142	ARB N_Sight AMI Software	\$5,950.00
143	Optional MX900 GIS Mapping Software	\$4,975.00
144	Factory On-Site ARB N_Sight AMR Software Training	\$2,500.00
145	Factory On-Site ARB N_Sight AMI Software Training	\$4,950.00
146	CE Handheld Meter Reading Device W/R900 Receiver Unit	\$4,950.00
147	Handheld Field Programmer W/Programming Mouse	\$4,950.00
148	CEHandheld Charging/Communications Cradle	\$498.00
149	MRX920V2 Mobile Data Collector Less Laptop	\$9,950.00
150	R900 Gateway Collector - AC Power W/Antenna	\$8,900.00
151	R900 Gateway Collector - Solar Power W/Antenna	\$9,800.00
152	R900 Gateway Collector Optional UPS Backup Power Supply	\$1,750.00
153	R450 Data Collector - Less Antenna	\$15,000.00
154	R450 Data Collector Antenna Assy.	\$1,300.00
155	1/2" Coax Antenna Cable - price per foot	\$3.81
156	7/8" Coax Antenna Cable - price per foot	\$9.38
157	Female Coax Adapter	\$50.00
158	Male Coax Adapter	\$33.75
159	6' Coax Jumper Assy.	\$123.75
160	R450 Mini Collector - Less Antenna	\$9,900.00
161	R450 Mini Collector Antenna Assy.	\$240.00
162	R450 Mini Collector Optional Solar Power Assy.	\$2,900.00
163	R450 Mini Collector Optional UPB Backup Power Supply	\$1,750.00
164	Additonal Seat License ARB Software	\$275.00
165	Tricon E Digital Transmitter W/4-20mA Output	\$398.00
166	Price Adder - Proread Pit Pad w/6' Cable	\$15.00
167	Price Adder - Touch Coupling w/6' Cable	\$17.50
168	Price Adder - Reclaimed Trim Option (per register)	\$2.50
169	Trimble, 900B Handheld Device	\$2,850.00
170	Trimble, 900LE Handheld Device	\$3,850.00

Water Meter and Related Hardware

171	Trimble, Handheld Cradle Assy.	\$498.00
172	Belt Clip R900 Receiver F/Trimble Handheld	\$1,950.00
173	R450 Field Service Tool Complete	\$4,950.00
174	1 1/2" Rubber Meter Flange Gasket	\$1.15
175	2" Rubber Meter Flange Gasket	\$1.20
176	1 1/2" Brass Oval Meter Flange - No Lead	\$34.60
177	2" Brass Oval Meter Flange - No Lead	\$35.10
178	1/2" Sch. 80 CPVC Coupling #829-005C	\$1.85
179	3/4" Sch. 80 CPVC Coupling #829-007C	\$2.58
180	1" Sch. 80 CPVC Coupling #829-010C	\$3.48
181	2" Sch. 80 CPVC Coupling #829-020C	\$7.62
182	1/2" Sch. 80 CPVC Male Adapter #836-005C	\$2.39
183	3/4" Sch. 80 CPVC Male Adapter #836-007C	\$2.91
184	1" Sch. 80 CPVC Male Adapter #836-010C	\$4.90
185	2" Sch. 80 CPVC Male Adapter #836-020C	\$13.24
186	1/2" Sch. 80 CPVC Female Adapter #835-005C	\$2.99
187	3/4" Sch. 80 CPVC Female Adapter #835-007C	\$3.15
188	1" Sch. 80 CPVC Female Adapter #835-010C	\$7.29
189	2" Sch. 80 CPVC Female Adapter #835-020C	\$14.97
190	1/2" Sch. 80 CPVC Union #857-005C	\$7.92
191	3/4" Sch. 80 CPVC Union #857-007C	\$8.28
192	1" Sch. 80 CPVC Union #857-010C	\$9.93
194	2" Sch. 80 CPVC Union #857-020C	\$33.92
195	1/2" Sch. 80 CPVC Tee #801-005C	\$5.10
196	2" Sch. 80 CPVC Tee #801-020C	\$13.74
197	1/2" Sch. 80 CPVC 90 #806-005C	\$1.75
198	3/4" Sch. 80 CPVC 90 #806-007C	\$3.54
199	1" Sch. 80 CPVC 90 #806-010C	\$3.98
200	2" Sch. 80 CPVC 90 #806-020C	\$10.32
201	Black Register Seal Pin	\$0.15
202	Misc. Meter Parts Price Book Discount	20%
203	Replacement battery for radio read meters 12213-400 R099i	\$31.56
204	Novagard grease G624 (for radio read meters) 5.3 oz. tube	\$19.98

INTEROFFICE MEMORANDUM

TO: Dave Pollard, Director, OMB
FROM: Jesus A. Merejo, Director, Utility
SUBJECT: Request To Waive Bidding Process
DATE: March 25, 2014

Background: The Utility Systems Department held contract (#20130109) with Sunstate Meter and Supply to provide "Neptune" technology brand cold water meters and related hardware and software equipment which is utilized to measure the water consumption of the City's commercial and residential customers. Due to uniformity and compatibility requirements of this system, only the brand specified is acceptable.

Scope of Work: Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida. (See attached)

Estimated Contract Time: Term of the contract is for thirty six (36) months beginning March 17, 2014 and ending March 17, 2017.

Funding: Funds to cover the contract are budgeted at \$250,000 annually in the following funding source: 431-0000-141002-0000.

Recommendation: The Utility Systems Department is asking for the bidding process to be waived per Florida Statute Chapter 35.04 (C) which allows the approval of Single Source Distributor to Sunstate Meter & Supply Inc., to supply Neptune technology brand cold water meters and related hardware and software on a 36 month fixed price contract basis.

If you have any questions or need additional information, please contact Daniel Segui, Deputy Utility Director at 873-6423.

Attachment

copy: Patricia Roebing, Interim Assistant City Manager
Cheryl Shanaberger, Deputy Director, OMB
Daniel Segui, Deputy Utility Director
Jeanette Thompson, Manager, Budget & Procurement

December 11, 2014

Ms. Helen Quintana, C.P.P.B.
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd. – Bldg. A, Suite 390
Port St. Lucie, Fl. 34984

Dear Ms. Quintana,

Please note that Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida.

The geographical are of responsibility assigned to them includes all Counties within the State of Florida.

Type: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our distributor is required to maintain sufficient inventory of Neptune products to provide customer field servicing. Sunstate Meter and Supply has sold and supported Neptune products for many years in the Florida Market and they provide a high level of sales and service to the customer. Therefore, we encourage Utilities in the State of Florida to purchase Neptune products through Sunstate Meter and Supply, Inc.

Please feel free to contact me if you have any questions or concerns. I can be reached at 407-493-5385.

Regards,

Terry Gullett

Terry Gullett
Territory Manager
Neptune Technology Group Inc.

NEPTUNE
TECHNOLOGY GROUP INC.

1600 Alabama Highway 229, Tallassee, AL 36078 • 334.283.6555 • www.neptunetg.com



SUNSMET-01

DUBEAA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
INSURED Sunstate Meter & Supply Co., Inc. 14001 W. Newberry Road Newberry, FL 32669	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	NAIC # 10677
	INSURER B : Continental Casualty Company	20443
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CAP5152924	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		CAP5152924	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CAP5152924	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	2011566435	9/21/2013	9/21/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional named insured is City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20130109 for Water Meters and Related Hardware.

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie, c/o Ebix BPO
PO Box 257 REF# 90-194815-20040043-0-0
Portland, MI 48875-0257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jason Wojniak

CONTRACT SIGN-OFF SHEET

get new
insurance
language

City Contract #20130109

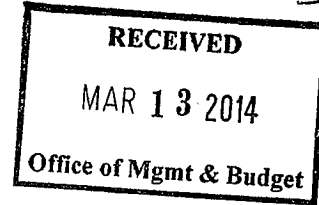
March 12, 2014

Assigned: Gina Jolly

Title: Water Meters & Related Hardware

Contractor: Sunstate Meter & Supply, Inc

Award Amount: As budget allows



Term of Contract: Starting Date: 3/17/14

Ending Date: 3/17/17

Encumbrance Required: Yes (X) No ()

Item Was Budgeted: Yes (X) No ()

Expenditure From:	431	0000	141002	
	Fund	Cost Center	Object Code	Project #

City Attorney: _____

Signature

_____/_____/_____

Date

Comments: _____

Risk Management _____

Signature

_____/_____/_____

Date

Comments: _____

Jesus Merejo - Utility Systems

Department Head Approval: _____

Signature

_____/_____/_____

Date

Comments: _____

Finance Approval: _____

Signature

_____/_____/_____

Date

Comments: _____

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: _____

Signature

_____/_____/_____

Date

CONTRACT SIGN-OFF SHEET

City Contract #20130109

March 12, 2014

Assigned: Gina Jolly

Title: Water Meters & Related Hardware

Contractor: Sunstate Meter & Supply, Inc

Award Amount: As budget allows

Term of Contract: Starting Date: 3/17/14

Ending Date: 3/17/17

Encumbrance Required: Yes (X) No ()

Item Was Budgeted: Yes (X) No ()

Expenditure From:	431	0000	141002	
	Fund	Cost Center	Object Code	Project #

City Attorney: _____

Signature

_____/_____/_____

Date

Comments: _____

Risk Management _____

Signature

_____/_____/_____

Date

Comments: _____

Jesus Merejo - Utility Systems

Department Head Approval: _____

Signature

_____/_____/_____

Date

Comments: _____

Finance Approval: _____

Signature

3/12/14

Date

Comments: None

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: _____

Signature

_____/_____/_____

Date

CONTRACT SIGN-OFF SHEET

City Contract #20130109

March 12, 2014

Assigned: Gina Jolly

RECEIVED
MAR 13 2014
USD ADMINISTRATION

Title: Water Meters & Related Hardware

Contractor: Sunstate Meter & Supply, Inc

Award Amount: As budget allows

Term of Contract: Starting Date: 3/17/14

Ending Date: 3/17/17

Encumbrance Required: Yes (X) No ()

Item Was Budgeted: Yes (X) No ()

Office of Mgmt & Budget
MAR 17 2014
RECEIVED

Table with 4 columns: Expenditure From, Fund, Cost Center, Object Code, Project #. Values: 431, 0000, 141002.

City Attorney: Signature

Date

Comments:

Risk Management Signature

Date

Comments:

Jesus Merejo - Utility Systems
Department Head Approval: Signature

3/13/14
Date

Comments:

Finance Approval: Signature

Date

Comments:

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: Signature

Date

CONTRACT SIGN-OFF SHEET

City Contract #20130109

March 12, 2014

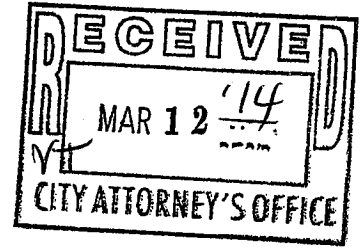
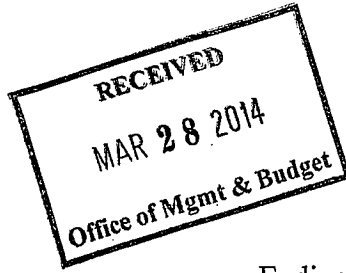
Assigned: Gina Jolly

Stef

Title: Water Meters & Related Hardware

Contractor: Sunstate Meter & Supply, Inc

Award Amount: As budget allows



Term of Contract: Starting Date: 3/17/14

Ending Date: 3/17/17

Encumbrance Required: Yes (X) No ()

Item Was Budgeted: Yes (X) No ()

Expenditure From:	431	0000	141002	
	Fund	Cost Center	Object Code	Project #

City Attorney: *S. B...*
Signature

3/28/14
Date

Comments: 1, 8

Risk Management _____
Signature

/ /
Date

Comments: _____

Jesus Merejo - Utility Systems

Department Head Approval: _____
Signature

/ /
Date

Comments: _____

Finance Approval: _____
Signature

/ /
Date

Comments: _____

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: _____
Signature

/ /
Date