



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



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

Item No.	Items	Unit	Qty #	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	WH472- 92 Station WH472- 92 (W001S47D19T) requires 7' core cable WT472 - 92 in. Total Station Height 48.9 in. Discharge Cover	EA	7117	2	\$ 5,257.55	\$ 10,515.10	\$ 4,871.26	7.93%	\$ 9,742.52	\$ 4,708.00	\$ 772.58
2	WH472- 96 Station WH472- 96 (W001S67D19T) requires 7' core cable WT472 - 96 in. Total Station Height 52 in. Discharge Cover	EA	7130	2	\$ 5,326.29	\$ 10,652.58	\$ 4,934.95	7.93%	\$ 9,869.90	\$ 782.68	\$ 782.68
3	WH472- 107 Station WH472- 107 (W001S84D19T) requires 12' core cable WT472 - 107 in. Total Station Height 61.5 in. Discharge Cover	EA	7129	2	\$ 5,446.00	\$ 10,892.00	\$ 5,045.86	7.93%	\$ 10,091.72	\$ 800.28	\$ 800.28
4	WH472- 122 Station WH472- 122 (W001S53D19T) requires 12' core cable WT472 - 122 in. Total Station Height 78 in. Discharge Cover	EA	7182	2	\$ 5,100.77	\$ 10,201.54	\$ 4,726.00	7.93%	\$ 9,452.00	\$ 749.54	\$ 749.54
5	WV-Series Grinder Pumps (WZ00P10AAF) 240 Volt Model 7' Core Cable/7 in. Flexi Hose	EA	7115	8	\$ 2,972.48	\$ 23,779.84	\$ 2,754.08	7.93%	\$ 22,032.64	\$ 1,747.20	\$ 1,747.20
6	WV-Series Grinder Pumps (WZ01P10AAF) 240 Volt Model 12' 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	\$ 2,263.30
7	Duplex Panel with GEN-AUTO (PCG919G62) T860 240V Gen-Rec W/ Auto Transfer, Hour Meters & GFCI NCO517G04 - 2" Curf Stop Kit, Stainless Steel, complete package with 3 comp. fittings	EA	7116	1	\$ 2,123.88	\$ 2,123.88	\$ 1,967.83	7.93%	\$ 1,967.83	\$ 156.05	\$ 156.05
8	Duplex Prot. Plus w/Sentry Advisor, Gen. Auto (S11F213G2AA)	EA	7225	10	\$ 646.50	\$ 6,465.00	\$ 599.00	7.93%	\$ 5,990.00	\$ 475.00	\$ 475.00
9	Sentry Duplex, 240V, 2P, Protect Plus, Gen Auto 12x14 SS Enclosure, DF (NO ADVISOR) - S11F210J2AA	EA	New	10	\$ 3,428.00	\$ 34,280.00	Added New Item		\$ 34,280.00	\$ 34,280.00	\$ 34,280.00
10		EA	New	1	\$ 4,708.00	\$ 4,708.00	Added New Item		\$ 4,708.00	\$ 4,708.00	\$ 4,708.00

Contract Escalation/Price Increase - see Section V Compensation based on REVISED or OTHER (PPI) using (PAPMI)

Section V compensation, provides that the 1 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.