## **MEMORANDUM**

DATE:

May 23, 2023

TO:

\*\*\*ORIGINAL\*\*\*

City Clerk's Office

FROM:

Robyn Holder, CPPB

**Procurement Management Division** 

SUBJECT:

Record Retention

CONTRACT:

#20210104 Amendment #2

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.



# CONTRACT AMENDMENT #2

This Contract Amendment #2 ("Amendment") is hereby entered into by and between Environment-One Corporation, a foreign profit corporation ("E-One or "Contractor") and the City of Port St. Lucie, a Florida municipal corporation, effective as of the date this Amendment is fully executed.

Increase of Commodities
2
\$ 11,631,419.10
\$ 350,647.41 for Residential Parts \$ 11,033.16 for Commercial Parts
\$11,269,738.56
\$11,153,360.53
March 31, 2025
April 1, 2022 through March 31, 2025 with automatic renewals
March 28, 2022
Grinder Pumps and Related Parts
20210104
Environment-One Corporation, a foreign profit corporation ("E-One")

#### **RECITALS**

WHEREAS, the City of Port St. Lucie entered into Contract #20210104 with Environment-One Corporation dated March 31, 2022 and subsequently amended by Amendment #1 (hereinafter the "Contract"); and

WHEREAS, the Contract is in effect through the Contract Expiration Date as defined above; and

WHEREAS, Section V of the Contract provides for price adjustments on each anniversary of the Effective Date; and

WHEREAS, the Contractor has requested price increases on certain products; and

WHEREAS, the City desires to expand upon the Products list and reflect price increases on the Exhibit "A", attached hereto,

**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 "Whereas" clauses are hereby incorporated as forming the purpose and intent of this Agreement.
- 2. **Terms and Conditions**. The following modifications to the Terms and Conditions in Contract #20210104 as amended are hereby incorporated and made a part of the Contract, more particularly described in **Exhibit "A."**
- 3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 4. **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.

#### SIGNATURE PAGE FOLLOWS

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

## **CONTRACTOR**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Environment-One Corporation, a foreign profit corporation
Authorized Signature:	EBEFFE
Printed Name and Title of Person Signing:	Eric P. LaCoppola, President
Date:	5/3/2023
Company Address:	2773 Balltown Road, Niskayuna NY 12309-1090

## THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Shu gos
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	5/23/2023
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

Number: 5-2-23 Revision : Revision Date:

QUOTATION

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

T		IODION4:	DATE	Ismmona.			
To:	City of Port St. Lucie - Utility Systems Department	ORIGINAL I		5/2/2023 Truckload E/One Grinder Systems			
	SE Prineville Street		/L	Truckioau E/OH9 G	anider Systems		
	Port St. Lucie, Florida 34983			t	*-		
Attn:	·			† ·	<del>-</del>		
	Tim Richards						
	Deputy Director, Water Distribution & Wastewater Collections Utility Systems Department						
Proje		<u> </u>		L			
	PSL-USD/Port St. Lucie FL  Items	Unit	Quantity	Unit Price	Total Price		
$\rightarrow$	Complete Residential Station:	Jiii		J.III. 1 1100	, Star Frice		
	W237P08AAF - 240V W-Series Core, 7' Core Cable, 48" Hose and 32' Supply Cable	EA	2,640	\$ 1,262.84	\$ 3,333,897.60		
	SB1F000B0AA - SENTRY SIM-CON,240V,2P,GEN,NO LOCK	EA	2,640	\$ 294.29			
	W001B05C02T -WH101-60, HDPE Tank, Standard Cover w/Integrated Vent	EA	2,640	\$ 731.90			
-	NA0043P03- Pump Core Warranty, 5 YEARS						
	FACTORY Tank Warranty 10 YEARS  E/One Upgrade (PM) Unit, Sentry Panel & Extended Warranty			-			
	Above Includes:			-			
	U237A08AAF - 240V W-Series Core, 7' Core Cable, 48" Hose/Slide Face and 32' Supply Cable	EA	2,400	\$ 1,262.84	\$ 3,030,816.00		
	SB1F000B0UP - SENTRY SIM-CON,240V,2P,GEN,NO LOCK, UPGRADE/PM	EA	2,400	\$ 294.29			
	NA0043P03- Pump Core Warranty, 5 YEARS				\$ -		
_	Stainless Steel Unilateral						
	NB0184P01 - 1-1/4" Curb Stop Kit, Stainless Steel, no fittings	EA	5,040	\$ 132.32			
	PA1365P01 - 1-1/4" NPT by 1-1/4" Compression Fittings for SDR 11		10,320	\$ 13.72			
	PA1365P03 - 1-1/4" NPT by 1-1/2" Compression Fittings for SDR 11 WH231-73 Residential Tank:		2,400	\$ 13.72	\$ 32,928.00		
	W001N42C11T - WH231-73, HDPE Tank, 237 Gallons, Flat Cover, 4" Sch40 Field Installed Inlet	EA	1	\$ 2,248.80	\$ 2,248.80		
$\rightarrow$	Spare Parts:	E^	, , , , , , , , , , , , , , , , , , ,	2,240.80	2,246.80		
	LOWER END & DISCHARGE COMPONENTS			†			
	INLET SHROUD, EXTREME - ND0004P01	EA	10	\$ 12.02	\$ 120.20		
$\rightarrow$	SHREDDER RING, EXTREME - Part # ND0008P01	EA	10	\$ 111.29	\$ 1,112.90		
	Cutter Wheel, Machined - NC0008P02	EA	15	\$ 135.32			
_	Stator/Liner Assembly - NC0039G01	EA	100	\$ 97.72			
	Motor Housing Assembly - NC0036G01	EA EA	10	\$ 419.68			
	Mechanical Seal Kit - NC0040G01 Rotor, Pump, Machined and Polished - PC0054P02	EA EA	15 5	\$ 61.05 \$ 198.39	\$ 915.75 \$ 991.95		
	GROOVE PIN, 5/32 - Part # 0721-E058	EA	10	\$ 0.85			
	WASHER, WAVE SPRING, (2000, EXTREME) - PA1010P01	EA	10	\$ 2.37			
	BEARING, PUMP END - PA0109P01	EA	25	\$ 40.44	\$ 1,011.00		
	BEARING,TOP - PA1181P01	EA	25	\$ 88.82			
	HOSE FLEX DISCHARGE KIT, 48 Inch - Part # PC0542G01	EA	20	\$ 179.51			
ightarrow	ANTI-SYPHON CHECK VALVE ASM, FOR WETWELL & UPGRADE - Part # NC0032G02	EA	25	\$ 232.20			
	CV/AS O-RING, 1.609 X 1.887, BUNA N - Part # 0310-223B SLIDE FACE RECEIVER ASSMEBLY - Part # PC0542G10	EA EA	25 50	\$ 0.93 \$ 121.95	\$ 23.25 \$ 6,097.50		
	LSA & CONTROL END COMPONENTS		30	121.95	UC.18U,0		
	CONTROL HOUSING, STANDARD PAINT, W - SERIES, HARDWIRED - Part # NC0037G03	EA	50	\$ 193.93	\$ 9,696.50		
$\square$	Motor Controller Board - NB0494G01	EA	25	\$ 267.34			
	CORE CABLE ASSEMBLY, SERVICE, 7', HARDWIRED (REPLACES ND0037G06) - Part # ND0128G06	EA	100				
$\rightarrow$	LEVEL SENSOR ASSEMBLY, HARDWIRED - Part # NC0033G01	EA	25	\$ 307.34			
	SEAL, LEVEL SENSING HOUSING, EXTREME - NB0043P02	EA	40	\$ 4.10			
	Pressure Switch, Alarm - NB0031P02 Pressure Switch, On/Off - NB0031P01	EA EA	40 40	\$ 72.14 \$ 72.14			
	TERMINAL, FLAG, FLAG, 22-18GA, RED - PA0491P01	EA EA	200	\$ 72.14			
	SCREW, HEX, 1/4-20 X 1.0 LG - Part # PA1399P02	EA	40				
	SCREW, HEX HD, 1/4–20 x .75 - Part # PA1399P01	EA	40	\$ 0.53			
	Level Sensor Housing, Alarm - ND0013P08	EA	50	\$ 48.86			
	Level Sensor Housing, On/Off - ND0012P07	EA	50	\$ 57.37	\$ 2,868.50		
	Std Wired LSH Service Assembly - Part # NC0563G01	EA	10	\$ 233.04			
	LSH Only Service Assembly - Part # NC0563G04	EA EA	10	\$ 213.90			
	Control Cover Service Assembly, Wetwell, HW - Part # NC0564G01 Rigid LSH Conversion Assembly, Wetwell, HW - Part # ND0157G01	EA EA	10 10	\$ 278.92 \$ 774.43			
	Fitting, M20 w/ O-Ring (Adapter Fitting, Barb, w/ O-Ring) - Part # NB0357G01	EA	10	\$ 774.43 \$ 27.14			
	LSH Seal Coupling (2 - O-Ring Gland) - Part # NC0521P01	EA	10	\$ 28.25			
	O-Ring, 2.984 x 3.262, Buna N - Part # 0310-234B	EA	20	\$ 3.74			
	LSH, Extreme Rigid (Housing Only, Single Side Only) - Part # ND0147P01	EA	10	\$ 41.83	\$ 418.30		
	Control Cable, LSH, 4 Conductor Cable - Part # NC0533P01	EA	10	\$ 44.34			
	Control Cable, 4 Conductor, Bulkhead - Part # NC0534P01	EA	10	\$ 37.16			
	Nut, Compression, Cable, LSH - Part # NB0007P01 LSH, Strap, Flexible - Part # NB0491P01	EA EA	10	\$ 2.67			
$\Box$		EA	20 10	\$ 1.83 \$ 6.69			
	LSH Cap, Wetwell - Part # ND0149P01			U.09			
	LSH Cap, Wetwell - Part # ND0149P01  Eve Bolt, Gapped, 3 Inch Long, 5/16-18, SS - Part # 0391-004	EA EA		\$ 8.35	IS 167 00 1		
$\exists$	LSH Cap, Wetwell - Part # ND0149P01  Eye Bolt, Gapped, 3 Inch Long, 5/16-18, SS - Part # 0391-004  Screw, #8-16 x 3/4 Inch, Phillips - Part # NA0025P02	EA EA	20 40	\$ 8.35 \$ 0.18			
	Eye Bolt, Gapped, 3 Inch Long, 5/16-18, SS - Part # 0391-004 Screw, #8-16 x 3/4 Inch, Phillips - Part # NA0025P02 Control Cover, 2-Port, LSH, Machined, Extreme - Part # ND0148P01	EA	20		\$ 7.20		
	Eye Bolt, Gapped, 3 Inch Long, 5/16-18, SS - Part # 0391-004 Screw, #8-16 x 3/4 Inch, Phillips - Part # NA0025P02	EA EA	20 40	\$ 0.18	\$ 7.20 \$ 711.05 \$ 6.40		

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EA	2	s	36.55	\$	73
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ITEMS INCLUDED IN ABOVE PRICING:

- All pumps include 32 cables
- Submittals
- Delivery to Jobsite in Truckload Quantities per FREIGHT Item below
- Warranty Per E/One's standard Limited Warranty for a period as described above from start up date

#### ITEMS NOT INCLUDED:

• Installation, field piping, field wiring, concrete ballast, taxes of any kind or type, nor any item not specifically included in this proposal

#### E/ONE STANDARD TERMS FOR PSL ARE ATTACHED:

- FOB Destination, Freight Prepaid and Allowed in Truckload Quantities (200 Pump Cores per Truckload)

#### DELIVERY:

• 4 Weeks ARO

#### VALIDATION:

This proposal is valid for 30 days from date above

U.S. export control laws apply to the products and technologies covered by this quotation. Export or reexport of these products or technologies may require the prior approval of the U.S. government in accordance with the Export Administration Regulations, and OFAC rules, and customer agrees to notify Environment One Corporation, Inc. of any such intended export or re-export. Diversion contrary to U.S. law is prohibited. On Behalf of Environment One Corp.

Chris Nedwick

cnedwick@eone.com (518) 596-2186



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

#### QUOTATION

Number: 5/2/23 Revision : Revision Date:

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

To:		ORIGINA	AL DATE	5/2/2	23		
	City of Port St. Lucie - Utility Systems Department	REFERE	NCE	PSL	Commercial Station	S	
	1001 SE Prineville Street						
	Port St. Lucie, Florida 34983						
Attn:							
	Laney Southerly, PE						
	Engineering Manager, Port St. Lucie Utilities				7-22		
	772-873-6442						
Proje	ot:						
	PSL-USD/Port St. Lucie FL, 34983						
Item		D4					
No.	Items	Unit	Quantity		Unit Price	T	otal Price
_1_	WH472- 92 Station	EA	1	\$	4,871.26	\$	4,871.26
	WH472- 92 (W001S47D19T) requires 7' core cable						
	WT472 - 92 in. Total Station Height			<u></u>			
	48.9 in. Discharge Cover						
	1, 6 in. DWV (SCH40) Field Installed Grommet	<b></b>					
2	WH472- 96 Station	EA	1	\$	4,934.95	\$	4,934.95
	WH472- 96 (W001S67D19T) requires 7' core cable						
	WT472 - 96 in. Total Station Height						
	52 in. Discharge Cover						
	1, 6 in. DWV (SCH40) Field Installed Grommet						
3	WH472- 107 Station	EA	1	\$	5,045.86	\$	5,045.86
	WH472- 107 (W001S48D19T) requires 12' core cable						
	WT472 - 107 in. Total Station Height						
	61.5 in. Discharge Cover						
	1, 6 in. DWV (SCH40) Field Installed Grommet						
4	WH472- 122 Station	EA	1	\$	4,726.00	\$	4,726.00
	WH472- 122 (W001S53D19T) 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 (W200P10AAF)	EA	2	\$	2,754.08	\$	5,508.16
	240 Volt Model 7' Core Cable72 in. Flexi Hose						
6	W-Series Grinder Pumps (W201P10AAF)	EA	2	\$	2,854.08	\$	5,708.16
	240 Volt Model 12' Core Cable72 in. Flexi Hose						
7	Duplex Panel with GEN-AUTO (PC0919G62)	EA	1	\$	1,967.83	\$	1,967.83
	T260 240V Gen-Rec W/ Auto Transfer, Hour Meters & GFCI						
8	NC0517G04 - 2" Curb Stop Kit, Stainless Steel, complete package with 3 comp. fittings	EA	1	\$	599.00		599.00
					TOTAL	\$	33.361.22

#### ITEMS INCLUDED IN ABOVE PRICING:

- All pumps include 32' cables & discharge components
- Submittals
- Delivery to Jobsite in Truckload Quantities per FREIGHT Item below
- Warranty Per E/One's standard Limited Warranty for a period as described above from start up date

#### ITEMS NOT INCLUDED:

• Installation, field piping, field wiring, concrete ballast, taxes of any kind or type, nor any item not specifically included in this proposal

### E/ONE STANDARD TERMS FOR PSL ARE ATTACHED:

- Net 30 days from the date of invoice at time of shipment. Environment One's standard Terms and Conditions are attached and are considered to be part of FREIGHT:
  - FOB Destination, Freight Prepaid and Add.

FOB Destination, Freight Prepaid and Allow if order can be consolidated into an existing PSL FTL

#### DELIVERY:

• FOUR Weeks ARO

#### VALIDATION:

• This proposal is valid for 30 days from date above

U.S. export control laws apply to the products and technologies covered by this quotation. Export or re-export of these products or technologies may require the prior approval of the U.S. government in accordance with the Export Administration Regulations, and OFAC rules, and customer agrees to notify Environment One Corporation, Inc. of any such intended export or re-export. Diversion contrary to U.S. law is prohibited.

On Behalf of Environment One Corp.

Chris Nedwick

cnedwick@eone.com (518) 596-2186