

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 7H
DATE 8/13/12

Meeting Date: August 13, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: Contract #20090116 Preventive Pump Maintenance

Recommended Action:

Approval of Renewal #1 to Contract # 20090116, to Sullivan Electric & Pump, Inc. for Preventive Pump Maintenance for Parks and Recreation, Botanical Gardens & The Saints Golf Course. As per SECTION XX RENEWAL OPTION, to provide the identical services required in this contract for an additional thirty six (36) months. Renewal Contract period will be for thirty Six (36) months, beginning October 1, 2012 through September 30, 2015.

Exhibits: Department memo attached yes
Copies of Renewal # 1

Summary Explanation/Background Information. The Parks & Recreation, Botanical Gardens, The Saints Golf Course & City Hall require preventive pump maintenance. In November 2009 Sullivan Electric & Pump Inc was awarded a thirty six (36) month contract with two (2) additional thirty six month periods. Sullivan Electric has agreed to maintain their 2009 pricing, they also offer a 2% discount when paying by Visa.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Annual Estimated Expenditure for Parks & Recreation \$1528.80
Annual Estimated Expenditure for City Hall \$590.60
Annual Estimated Expenditure for Botanical Gardens \$509.60
Annual Estimated Expenditure for Saints \$1,960.00
Department requests expenditure from the following:

Fund	001,421	General Fund & Saints
Cost Center	1900,7210,7250,7215	Parks, Saints, Botanical Gardens
Object Code	534000	Contracted services
Project		

Director of OMB concurs with award: *[Signature]*

City Manager concurs with award: *[Signature]* JUL 25 2012

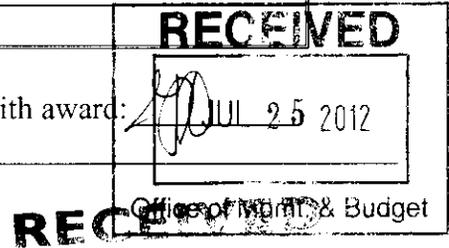
Department requests _____ minutes to make a presentation.

Submitted by: Sherman Conrad

[Signature] for S. CONRAD

Title: Director Parks & Recreation

Date Submitted: July 24, 2012



City Managers Office

Contract Renewal Form

Contract #20090116

Date:

Contract Title: Preventive Pump Maintenance

Contractor's Name: Sullivan Electric & Pump, Inc.

Current Expiration: 09/30/12

Revised Expiration: 09/30/15

The above contract is hereby renewed pursuant to Section XX until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2012.

1. The contract period 10-01-12 through 09-30-15.
2. Prices applicable to the above period will remain at the same pricing as in the original contract on November 18, 2009.
3. One (1) location has been added to include The Botanical Gardens Item #9 at 4 times per year for a yearly expenditure of \$509.60
4. All other terms and conditions of the original contract and/or Addenda apply.

Item	Pump Location	# per year	Unit price	Total	VISA Unit 2% discount	VISA Total
1	1. City Hall Pump Station	4	130.00	520.00	127.40	509.60
2	2. Saints Golf Course	4	500.00	2,000.00	490.00	1,960.00
3	3. McChesney Park-west	2	130.00	260.00	127.40	254.80
4	4. McChesney Park-east	2	130.00	260.00	127.40	254.80
5	5. Whispering Pines Park	2	130.00	260.00	127.40	254.80
6	6. Sandhill Crane Park	2	130.00	260.00	127.40	254.80
7	7. Charles E Ray Park	2	130.00	260.00	127.40	254.80

8	8. Jessica Clinton Park	2	130.00	260.00	127.40	254.80
9.	Botanical Gardens	4	130.00	520.00	127.40	509.60
	Total Part A			\$5,000.00		\$4,508.00
	Pricing for Additional Services					
9	Non-emergency per visit HR min			65.00	65.00	63.70
	HR additional charge			65.00	65.00	63.70
10	Emergency 24 Hr min			85.00	85.00	83.30
	HR additional charge			85.00	85.00	83.30
11	Portable Welding HR			75.00	75.00	73.50
12	Crane Service HR			120.00	120.00	117.60
	Total Part B			\$495.00		485.10

3. All other terms and conditions of the original contract and/or Addenda apply.

Balance of page left intentionally blank

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: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of Sullivan Electric & Pump, Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

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 Vendor must promptly notify the City in writing within two (2) days 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 thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Vendor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder and no charges, penalties or other costs shall be due Vendor except for work timely completed

SECTION XVIII LAW

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 APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. 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 XX RENEWAL OPTION

The Contract period will be for thirty-six (36) months with two (2), thirty-six (36) month renewals possible. For each thirty-six (36) month period, the Contract allows for mutually agreed upon economic adjustments in pricing up or down, which remain in effect for each thirty-six (36) month period. The City will not allow Contract adjustments, up or down, to exceed 3% in any one thirty-six (36) month period. The City will only consider the Consumer Price Index-all Urban consumers (CPI-U) for Contract adjustments.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

ANNUAL CONTRACT INFORMATION REPORT

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY. IT WILL BE FILED WITH THE CONTRACT AND REVIEWED AT TIME OF RENEWAL OR BID SPECIFICATION DEVELOPMENT.

CONTRACT # 20090116

TITLE: Preventive Pump Maintenance

CONTRACTOR'S NAME: Sullivan Electric & Pump, Inc.

DEPARTMENT: Parks & Recreation /Turf Crew

DATE DUE: July 30, 2012

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Delivery Times	X			
Quality of Work	X			
Quality of Products Used	X			
Adherence to Specifications	X			
Problem Solving	X			
Overall Performance	X			

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Due to the excellent products and service provided, they have reduced the amount of downtime on our pump stations and at a fair price.

IF APPLICABLE, WOULD YOU RENEW THIS CONTRACT: Yes or No (please circle one)

CONTRACT

SUPERVISOR: Mike Kendall

DATE: 7-16-2012

Please print

DEPARTMENT HEAD SIGNATURE:

W. Sherman Conrad