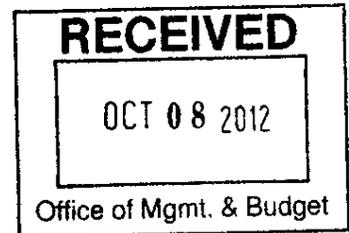


PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST



Meeting Date: **October 15, 2012**

COUNCIL ITEM 7G
DATE 10/15/12

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: **20120010 – Renewal #1 Anhydrous Ammonia** – Purchase from Airgas Specialty Products, Inc.

Recommended Action:

- 1) Approval to renew the Contract with Airgas Specialty Products in accordance with Section XXI Renewal option, to provide the identical services in this contract for the identical period of time in the subsequent calendar period. Contract period is October 1, 2012 through September 30, 2013.

Exhibits: Department memo attached [X] yes [] no

Summary Explanation/Background Information:

For the past year, the City has purchased Anhydrous Ammonia from Airgas Specialty Products, Inc. at \$0.68 /lb delivered. Prices remain the same as in the original contract. The Utilities department reviewed the renewal and requests City Council approval.

Purchase is not a replacement

Purchase (X) was budgeted

Current Year Expense: \$ 35,000.00

Department requests expenditure from the following:

Fund	431	Water & Sewer Operating
Cost Center	00000	
Object Code	141005	Inventory Chemicals/Water Plant
Project	00000	

Director of OMB concurs with award: *NSP*

City Manager concurs with award: *[Signature]*

Submitted by: Jesus Merejo

Title: Utility Systems Director

Date Submitted: 10/3/12

RECEIVED

OCT 08 2012

City Manager's Office

CONTRACT RENEWAL FORM

Date:

Contract # 20120010 Renewal #1

Contract Title: Anhydrous Ammonia

Contractor's Name: Airgas Specialty Products

Current Expiration: 9/30/12

Revised Expiration: 9/30/2013

The above contract is hereby extended pursuant to Section XXI until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged. This Contract Extension 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 Extension and that no charges, penalties or other costs shall be assessed.

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 is extended to include the period 10-01-2012 through 9-30-2013.
2. Prices applicable to the above period will remain as outlined in the original contract.
3. All other terms and conditions of the original contract and/or Addenda apply.

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this ____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of **Airgas Specialty Products**

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

**SECTION XVIII
LAW AND VENUE**

This Contract 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 to enforce 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 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 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 renewal term and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, renew this contract at the agreed upon price for additional twelve (12) month term. The contractor must exercise the option to continue the contract by submitting a written submission at least three (3) months prior to the end of the initial or current twelve (12) month period.

**SECTION XXII
ENTIRE CONTRACT**

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.

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 #20120010 Renewal #1

TITLE: Anhydrous Ammonia

CONTRACTOR'S NAME: Airgas Specialty Products

DEPARTMENT: Utilities

DATE DUE: ASAP



PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

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

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

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

CONTRACT SUPERVISOR: Pierre Vignier DATE: 9/26/12

Please print

DEPARTMENT HEAD SIGNATURE:

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.

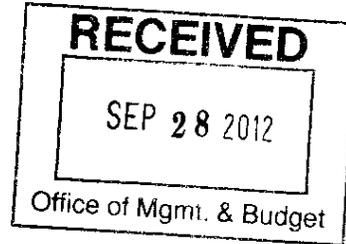
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TITLE: Anhydrous Ammonia

CONTRACTOR'S NAME: Airgas Specialty Products

DEPARTMENT: Utilities

DATE DUE: ASAP



PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
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Adherence to Specifications	✓			
Problem Solving		✓		
Overall Performance	✓			

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

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

CONTRACT SUPERVISOR: SARAH KELLY DATE: 9/26/12

DEPARTMENT HEAD SIGNATURE: *[Signature]*