

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM: 7b
DATE 6/11/12

Meeting Date: June 11, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: #20080027, Renewal #4-USGA Certified Top Dressing Materials

Recommended Action:

- 1) Approval to renew the Fixed Unit Price Contract with **Florida Superior Sand** for the purchase of bunker sand used on The Saints Golf Course. Orders will be placed as needs are determined.

Exhibits: Department memo attached [] Yes [X] No

Contract Renewal #4

Annual Contract Information Report

Page 7 of the original contract.

Summary Explanation/Background Information: The City entered into a contract with Florida Superior Sand, in May 2008 for several items related to USGA Certified Top Dressing. This is the final renewal as per the original contract.

The need for the above is: Top Dressing Materials
Purchase is not a replacement of an existing contract

Purchases are budgeted.

Current Year Expense: **as budget allows**

Department requests expenditure from the following:

Fund	421	Saints Golf Course
Cost Center	7250	Saints Golf Course
Object Code	552000	Operating Supplies

Director of OMB concurs with award: *CR* City Manager concurs with award: *[Signature]*

Department requests _____ minutes to make a presentation.

Submitted by: *Sherman Conrad*

Title: Director, Parks & Recreation Dept

Date Submitted: June 11, 2012

RECEIVED

JUN 04 2012

City Manager's Office

CONTRACT RENEWAL FORM

Date: April 27, 2012
Contract #: 20080027
Contract Title: USGA Certified Top Dressing
Contractor's Name: Florida Superior Sand, Inc.
Current Expiration: 04/30/2012
Revised Expiration: 04/30/2013

The above contract is hereby extended pursuant to Section XXI until the revised expiration 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 May 1, 2012.

1. The contract is extended to include the period 05/01/2012 through 04/30/2013.
2. Prices applicable to the above period will remain the same as originally contracted:

Top Dressing	Price per Ton
Bunker Sand	\$23.50

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, the _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: **Florida Superior Sand, 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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____

(seal)

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 # 20080027

TITLE: USGA Certified Top Dressing

CONTRACTOR'S NAME: Florida Superior Sand

DEPARTMENT: Parks & Recreation

DATE DUE: ASAP

(5 DAYS AFTER RECEIPT BY DEPT.)

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: Curtis Wichern [Signature] DATE: 5-1-12
Please print

DEPARTMENT HEAD SIGNATURE: _____

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 subsequent calendar period, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for four (4) additional twelve (12) month periods. Manufacturer's economic price adjustment upward or downward must be mutually agreed upon at the time of renewal and will remain in force for each twelve (12) month term.

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

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