

Agenda Item Summary

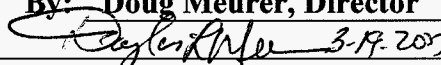
1. ACTION REQUESTED/PURPOSE: Approve Project # PB070340, for Utilities, for the utilization (piggyback) of the City of Port St. Lucie's Bid # 20040043, which has gone through their competitive bidding process, for the annual purchase of Neptune Water Meters through its authorized distributor Sunstate Meter & Supply Inc., for the unit prices as listed on the awarded vendor's quote. This bid was recently renewed through 3/16/10, and has one additional three year renewal available. Also request permission to continue to utilize this piggyback for any renewal periods between Port St. Lucie and the awarded vendor. The Utilities Division estimates expending approximately \$300,000 annually for water meters and replacement parts. The requesting division will be responsible for monitoring their individual expenditures.

2. FUNDING SOURCE: Fund – Lee County Utilities Operations; Programs – Meter Services, Water Distribution; Project – Equipment Repair Parts

3. WHAT ACTION ACCOMPLISHES: Allows Utilities to purchase water meters in a cost effective, efficient, and timely manner.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: CIOH **6. Meeting Date:** APR 03 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) Statute _____ Ordinance _____ <input checked="" type="checkbox"/> Admin. Code AC-4-1 Other _____		9. Request Initiated: Commissioner _____ Department _____ Division Utilities By: Doug Meurer, Director  3-19-2007
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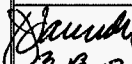
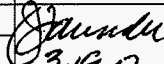
10. Background: The request to piggyback was received on February 23, 2007. The specifications used and the award information have been verified. Permission has been obtained from Port St. Lucie and the vendor to utilize the bid.

Funding is available: OD5360248700.504635 & OD5360948700.504635

Please see attachments:



- (1) Division Request to Piggyback
- (2) The City of Port St. Lucie Specification Package
- (3) Permission Letter – Sunstate Meter & Supply Inc.
- (4) Awarded Vendor's Quote Package with Tab Sheet
- (5) Contract Renewal with Current Pricing

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
 3-19-07	Janeet Section 3-12-07	N/A	CBA 3/19/07	S. Brown 3/20/07	RK 3/20	ML 3/20/07	12/0 3/14/07	W... 3-19-07	 3-19-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 
 3/20/07
 3:30 pm
 COUNTY ADMIN FORWARDED TO: 
 3/21/07 9:15 am

Rec. by CoAtty
 Date: 3/20/07
 Time: 11:30 AM
 Forwarded To: Admin.
 3/20/07 2:30 pm

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: MARCH 12, 2007

TO: DOUG MEURER
UTILITIES DIRECTOR

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20070381

PROJECT: Neptune Water Meters

TYPE: Piggyback

AWARDED TO: Sunstate Meter & Supply Inc.

When you have finished your review of this package, please forward it to Jed Schneck in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Bob Franceschini at 344-5457.

REC'D MAR 13 2007



Lee County
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES**

Date: February 23, 2007

To: Janet Sheehan
Purchasing Director

From: Orlando Figueroa
Fiscal Manager

SUBJECT: **Contract #2004003 – Neptune Water Meters**

The Lee County Utilities Division requests that the Purchasing Division prepare a Blue Sheet for presentation to the Board requesting permission to piggyback the City of Port St. Lucie contract #2004003 for the annual purchase of Neptune Meters from Sunstate Meter & Supply, Inc.

LCU estimates expenditures of approximately \$300,000 for water meters and replacement parts on an annual basis.

The funding source will be: Fund – Lee County Utilities Operations; Programs – Meter Services, Water Distribution; Project – Equipment Repair Parts.

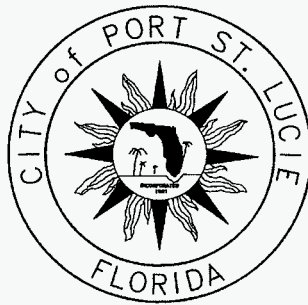
Funds are available in account strings: OD5360248700.504635, OD5360948700.504635.

ATTACHMENT #2

CITY OF PORT ST. LUCIE

Sealed Bid #20040043

Cold Water Meters



Prepared By:
Jeannie Stewart, Buyer
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222

INVITATION TO BID

Sealed Bid #20040043/JS for Invensys or Neptune brand Cold Water Meters will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:00 p.m. on Tuesday, January 27, 2004. Specifications are attached.

Bids must be mailed or delivered to the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

A one time only pre-bid conference for all bidders will be held at the City of Port St. Lucie in the Office of Management and Budget starting at 11:00 a.m. on Wednesday, January 7, 2004. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take other such action as serves the best interests of the City.

Jeannie Stewart, Buyer
Office of Management and Budget

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

**SPECIFICATIONS
BID #20040043/JS**

Cold Water Meters

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying Invensys or Neptune Technology brand cold water meters on a thirty-six (36) month fixed price contract basis. The contract will include options to renew for two (2) additional thirty-six (36) month periods at a mutually agreed upon price with costs documented from the manufacturer. Due to uniformity and compatibility requirements only the brands specified will be considered.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine this specification and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Selected Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) will be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the City. References from existing accounts, financial statements, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of

qualifications. The following criteria may be used to select the bid that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service contracts.
- ◆ Determine what proposal provides the best value to the City.

The award date is the date that City Council executed the motion to award the bid regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier or on the web site.

1.7 Variances to Specifications - Variances to the Specifications will not be accepted with this bid. For compatibility to future automated meter reading system upgrades, only the Invensys or Neptune Technology brand cold-water meters will be accepted. It shall be construed that all bids fully conform to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and/or the Florida Division of Safety, whichever is applicable.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation which is required by this bid. The Bid Reply Sheet must be typed or printed and signed in black ink. The individual signing the bid must initial all changes. **NOTE:** Bidders shall submit one (1) original and two (2) copies of the required bid documents. The documents must be returned in an envelope marked with the bid number, title of bid, date and time of opening, and the vendor's name on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

1.9.1 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.9.3 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted upon shipment of the meters and payments shall be made within thirty (30) days unless contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The Selected Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the Net 30 ARI.

1.12 Execution of Contract or Purchase Order - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until all parties have properly executed it.

1.13 Failure to Execute Contract -Failure on the part of the Selected Bidder to execute the Contract as required will be justification for the annulment of the award.

1.14 Subletting or Assigning of the Contract - The Selected Bidder shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Time of Award - The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council votes to approve the bid award.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.17 Miscellaneous Testing - Selected Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Selected Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of products 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 Selected Bidder from other remedies.

1.18 City's Public Relations Image – Not applicable to this bid.

1.19 Patent Fees, Royalties, and Licenses - If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. Selected Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever the City for the procurement of commodities or contractual services receives two or more bids that are equal with respect

to price, quality, and service, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Selected Bidder.

1.22 Material Safety Data Sheets – Not applicable to this bid.

1.23 Florida Produced Lumber – Not applicable to this bid.

1.24 Permits - The Selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.24.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.25 Familiarity with Laws - The Selected Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

1.26 Damage to Property – Not applicable to this bid.

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

2.2 Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than:

- a. Lead-free maincases for a minimum of 25yrs
- b. Registers for a minimum of 10yrs
- c. Meters for a minimum of 1yr
- d. The Chamber for 10yrs against freeze damage if the meter has been equipped with a frost proof synthetic polymer bottom cap.

Said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Selected Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 10 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Delivery - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

2.5 Safety Precautions – Not applicable to this bid.

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing within twenty-four (24) hours.

2.7 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) days written notice, signed by the Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Selected Bidder.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, Selected Bidder shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Selected Bidder.

2.9 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

2.10 Deductions - In the event the City deems it expedient to perform work which has not been done by the Selected Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Selected Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder. Deductions thus made will not excuse Selected Bidder from other penalties and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at 11:00 a.m. on Wednesday, January 7, 2004. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

3.2 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Delivery Requirements - Resulting deliveries are to be made FOB Destination - City of Port St. Lucie Utility Warehouse, 1001 SE Prineville Street, Port St. Lucie FL 34983. All items are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 am and 3:00 pm.

3.4 Packing - All material delivered as a result of this order is to be packed in a manner that will insure the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty - (50) pounds. The City's purchase order number shall appear on the exterior of each carton, and packing list specifying the quantity and description of each item shipped shall accompany each shipment.

3.5 Loading - Material is to be loaded on 42" x 42" wood pallets suitable for forklift truck removal from side of vehicle. Maximum pallet weight shall not exceed 2,500 pounds.

3.6 Description - Listed below are the minimum requirements etc. for Cold Water Meter 5/8"x3/4" - 2" Positive Displacement Type

3.6.1 General - All cold water meters (displacement type - magnetic drive 5/8"x3/4" - 2") furnished shall be produced from an ISO 9001 manufacturing facility and conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA or as otherwise stated.

3.6.2. Type - Only magnetic driven, positive displacement meters of the flat nutating disc type or oscillating piston type will be accepted.

3.6.3. Size, Capacity, Length - The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). All 5/8"x3/4" & 1" meters shall have threaded end connections and all 1 1/2" & 2" meters shall have 2-bolt flanged end connections. The maximum number of disc nutations or piston oscillations is not to exceed those specified in AWWA C700 latest revision.

All meter maincases shall be made of a lead-free brass containing a minimum of 85% copper, such as Envirobrass II, that meets the ANSI/NSF 61 standard. In order to confirm conformance to Florida Administrative Code (DEP) all meters provided must be officially listed with NSF. The serial number should be stamped between the outlet port of the maincase and the register. Maincase markings shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification. Plastic maincases are not acceptable.

Maincases for 5/8", 3/4" and 1" meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on 5/8"x 3/4" size and six (6) bolts on the 1" size. Intermediate meter maincases shall also be made of the same lead-free brass material in sizes 1-1/2" and 2" with a cover secured to the maincase with eight (8) bolts. Meters with a frost plug, a screw-on design or no bottom cap shall not be accepted in 5/8"x3/4"-1" sizes. The 5/8"x3/4" meters shall have either a brass or synthetic polymer bottom cap.

All lead-free maincases shall be guaranteed free from manufacturing defects in workmanship and material for a minimum of 25 years.

3.6.4. Bolts - All maincase bolts shall be of 300 series non-magnetic stainless steel or brass to prevent corrosion.

3.6.5. Direct Read Standard Register - The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers must be roll sealed and dry. All direct reading register cups shall be copper to prevent corrosion and be covered with a high strength, impact resistant flat glass lens to prevent breakage. The lens shall be positioned above the register box to allow for run off of debris. The register lid shall overlap the register box to protect the lens and shall have the serial number of the meter printed on the top. The register retaining ring shall be designed to absorb impact from the register. Register boxes and lids shall be of high strength synthetic polymer or bronze. All registers shall have the size, model and date of manufacture stamped on the dial face. The dial shall have a center sweep hand and shall contain 100 equally divided graduations at its periphery. Measurement shall be in US Gallons only.

The register must contain a low flow indicator to provide leak detection.

Registers shall be secured to the maincase by means of a tamper-resistant seal pin or screw or internally lock from within the maincase of the meter.

Registers shall be guaranteed for at least 10 years. All meters will be guaranteed for one year on material and workmanship.

3.6.6. Measuring Chamber - The measuring chamber shall be of a 2-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.

The control block shall be the same material as the measuring chamber and be located on the top of the chamber.

The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" ring gasket.

The flat nutating disc or oscillating piston shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle.

The chamber shall be warranted for 10 years against freeze damage if the meter has been equipped with a frost proof synthetic polymer bottom cap.

3.6.7. Strainers - All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall not be accepted.

3.6.8. Performance - To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.

All test tags shall have the serial number of the meter clearly printed on it.

3.6.9. Manufacturer - Manufacturers shall have a minimum of fifteen years of field and production experience with all sizes and models quoted. Suppliers must have been manufacturing meters for at least 50 years.

3.6.10. Systems Guarantee - For compatibility to future automated meter reading system upgrades, all meters shall be guaranteed upgradeable and retrofit to one of the following absolute "exact" encoder registers:

Invensys Meter Systems - "ICE" Intelligent Communications Encoder Register

Neptune Technology Group, Inc. - Proread or "Ecoder" Encoder Register

3.6.11. Submittals - All bidders are required to submit the following documents in order to verify compliance to specifications:

(5) Sets of manufacturers published literature, pressure loss charts, accuracy charts, warranty certificates, and absolute "exact" encoder register literature for all models and sizes bid.

(1) Exceptions document stating any and all deviations or exceptions to written specifications.

(1) Notarized affidavit of compliance to written specifications.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty – Not applicable to this bid.

4.2 Return of Proposal Guaranty – Not applicable to this bid.

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract; deliver the required Insurance Certificates and policies, and other documentation. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until the Contract has been executed by its duly authorized and elected officers.

4.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates, policies and other documentation will be cause for the annulment of the award.

5. INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet.

5.1 Indemnification - The Selected Bidder shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, or employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Selected Bidder, or its agents, employees or subcontractors, in the performance of this Contract. As consideration for this indemnity provision the Selected Bidder shall be paid the sum of ten dollars (\$10.00) which will be invoiced and paid prior to commencement of work. The Selected Bidder shall be responsible to provide a separate invoice that shall be submitted with the signed Contracts, or, if a Purchase Order is issued, the Selected Bidder shall remit this invoice with their Insurance Certificates.

5.2 Workers Compensation - The Selected Bidder shall agree to maintain Workers Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

5.3 Business Auto Policy - Selected Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

5.4 Commercial General Liability - Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual

Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

5.5 Professional Liability – Not required for this bid.

5.6 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents". Contract and Bid number. The Certificate of Insurance and policy shall unequivocally provide thirty - (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Selected Bidder shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

5.7 Waiver of Subrogation Selected bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

5.8 Subcontractors - It shall be the responsibility of the Selected Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.9 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Selected Bidder for any and all claims under this contract.

5.10 Certificate(s) of Insurance - Immediately following notification of the award of this Agreement, Bidder shall agree to deliver to the City a Certificate(s) of Insurance and policy evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall include a minimum thirty- (30) day notification due to cancellation or non-renewal or change of coverage. In the "Description of Operations ..." Certificate and policy shall list Contract # 20040043, for Cold Water Meters.

5.11 Umbrella or Excess Liability - Selected Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

5.12 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

6. ADDITIONAL INFORMATION

6.1 Brand Names – For ease and compatibility to future automated meter reading, water system uniformity, reduced parts inventory and carrying cost, the following meters shall be construed as the **only** acceptable water meters. No meter manufacturers or models will be considered at this time, with the exception of:

Invensys Metering Systems – 5/8"x3/4" x1' SRII-EBII, 1 ½' & 2" SR-EBII
Neptune Technology Group, Inc. – 5/8"x3/4", 1", 1 ½", 2" Model T10

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice to himself no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Jeannie Stewart at (772) 871-5222. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Mrs. Stewart is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by DemandStar.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying they have received all Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

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Bid Reply Sheet
Bid #S-20040043/JS
Cold Water Meters

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Secretary

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in his/her proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Procurement Card (Visa).
 (please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

Brand of cold water meter being bid _____

Days to shipment from order placement _____

	PID	METER DESCRIPTION	MFG. PART NUMBER	QUANTITY	Price each	Total Price
1.	879	1-1/2 INCH FLANGED		25	\$	\$
2.	878	1 INCH		65	\$	\$
3.	883	3/4 INCH X 3/4 INCH		2	\$	\$
4.	884	2 INCH		45	\$	\$
5.	898	3 INCH COMPOUND		1	\$	\$
6.	899	4 INCH TURBINE		1	\$	\$
7.	900	4 INCH COMPOUND		1	\$	\$
8.	1051	5/8 INCH X 3/4 INCH		6,000	\$	\$

Total Bid Price: \$ _____

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. AGREEMENT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into contracts. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature Date

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

*******(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*******

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2003, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of contractor, address, Telephone No. ()* _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows: the purchase of ----- brand cold water meters.

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Michael Florio, at (772) 871-7384, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications made a part of this Contract is Cold Water Meters in Bid #20040043/JS.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence upon execution of this contract and end thirty-six (36) months thereafter, with the possibility of two – (2) thirty-six month renewals. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Contractor will ship all meters within ___ days of order placement.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a fixed price basis as indicated on Schedule A attached herein and made a part of this contract.

Invoices for products shall be submitted once a week for all materials delivered. Payments shall be made within thirty - (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

All invoices and correspondence relative to this contract must contain the Purchase Order number and contract number.

**SECTION IV
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not

accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20040043. The Certificate of Insurance shall unequivocally provide thirty - (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured.

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials

delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
CLEANING UP**

Not applicable

**SECTION X
NOTICE OF PERFORMANCE**

Not applicable

**SECTION XI
DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. One copy of the delivery ticket (packing list) shall be contained in the shipment. One copy shall be retained by the Contractor, and one copy shall accompany the Contractor's invoice.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in

accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, sublet or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for

liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract 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 Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled 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.

The City may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

**SECTION XVIII
LAW AND VENUE**

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
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 this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th, 2004. 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 subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract two (2) additional thirty-six (36) month periods at a mutually agreed upon price with costs documented from the manufacturer.

NOTE: Response to this option should be submitted three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

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.

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 (company name)

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

SAMPLE ONLY

and 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 _____, 2004.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: #20040043/JS

Bid Title: Cold Water Meters

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST

Bid #20040043/JS

Cold Water Meters

Name of Bidder: _____

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Bid Reply Sheet with proper signature and notarized.

_____ Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section 5

_____ One (1) original and two (2) copies of required documents (**NO RINGED BINDERS**)

Special Items (Applicable to this bid only)

_____ (5) sets of manufacturers published literature, pressure loss charts, accuracy charts, warranty certificates, and absolute "exact" encoder register literature for all models and sizes bid.

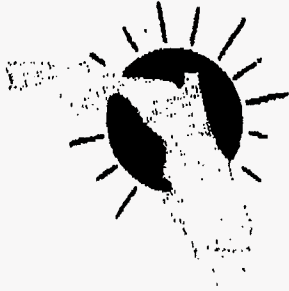
_____ Exception document stating any and all deviations or exceptions to written specifications.

_____ Notarized affidavit of compliance to written specifications

THIS FORM MUST BE RETURNED WITH YOUR BID REPLY SHEET

FEB. 22. 2007 12:32PM

ATTACHMENT #3



SUNSTATE METER & SUPPLY, INC.

14001 W. NEWBERRY RD.
NEWBERRY, FLORIDA 32669-2710

February 21, 2007

Mr. Orlando Figueroa
Fiscal Manager
Lee County Florida
Department of Public Works
Utilities Division
1500 Monroe Street, 3rd Floor
Fort Myers, FL 33901

Subject: City of Port St. Lucie Contract # 2004003 Cold Water Meters

Dear Mr. Figueroa:

Sunstate Meter and Supply, Inc and Neptune Technology Group, Inc. are in agreement to extend pricing to Lee County, Florida off of City of Port St Lucie Contract# 2004003. These prices are in effect March 17, 2007 through March 17, 2008. All terms and conditions shall remain the same.

We appreciate your continued interest in Neptune products that we represent. If you have any questions, or if I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jay H. Meyers". The signature is written in a cursive, flowing style.

Jay H. Meyers
Sales
Sunstate Meter and Supply, Inc.
352-359-4321
jay@jaymeyers.com

Cold Water Meters

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this 17th day of March, 2004, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Sunstate Meter & Supply, Inc.**, 14001 West Newberry Road, Newberry, FL 32669 Telephone No. (352)332-7106 Fax No. (352)332-5604, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows: the purchase of Neptune brand cold water meters.

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Michael Florio, at (772) 871-7384, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications and Bid Reply made a part of this Contract is Cold Water Meters in Bid #20040043/JS.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence upon execution of this contract and end thirty-six (36) months thereafter, with the possibility of two - (2) thirty-six month renewals. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Contractor will ship all meters within thirty - (30) days of order placement.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a fixed price basis as indicated on Schedule A attached herein and made a part of this contract.

Invoices for products shall be submitted once a week for all materials delivered Payments shall be made within thirty - (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within

several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

All invoices and correspondence relative to this contract must contain the Purchase Order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Cold Water Meters

Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said **Certificate(s) and policy(s)** shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. **The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20040043 for Cold Water Meters."** The Certificate of Insurance shall unequivocally provide thirty - (30) day's written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto

Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
CLEANING UP**

Not applicable

**SECTION X
NOTICE OF PERFORMANCE**

Not applicable

**SECTION XI
DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. One copy of the delivery ticket (packing list) shall be contained in the shipment. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

SECTION XIV LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

SECTION XV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, sublet or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. *Termination of Contract.* If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. *Liquidated Damages for Delays.* If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

C. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract 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 Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled 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.

The City may terminate this agreement with or without cause by giving the vendor/contractor thirty - (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty - (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

**SECTION XVIII
LAW AND VENUE**

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
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 this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30, 2004. 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 subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract two (2) additional thirty-six (36) month periods at a mutually agreed upon price with costs documented from the manufacturer.

NOTE: Response to this option should be submitted three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

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.

Cold Water Meters

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: *Ronald B. Cooper*
City Manager

ATTEST:
By: *Karen A. Whittle*
City Clerk

By: *Al Ellenburg*
Authorized Representative of Substate Meter & Supply, Inc

State of: FLORIDA

County of: ALACHUA

Before me personally appeared: AL ELLENBURG
(please print)

Please check one:

Personally known X

Produced Identification: _____
(type of identification)

Identification No. _____

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

(he/she)

WITNESS my hand and official seal, this 8th day of March, 2004.

Karen D. Whittle
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires _____

KAREN D. WHITTLE
Notary Public, State of Florida
My comm. exp. Nov. 27, 2005
Comm. No. DD 065260

(seal)

Cold Water Meters

Appendix "A"

#	PID	METER DESCRIPTION	MFG. PART#	PRICE EA.
1	879	1 ½ inch Flanged	Neptune T10	\$ 193.00
2	878	1 inch	Neptune T10	\$ 67.00
3	883	¾ inch X ¾ inch	Neptune T10	\$ 45.25
4	884	2 inch	Neptune T10	\$ 234.00
5	898	3 inch Compound	Neptune Tru/Flo	\$1,210.00
6	899	4 inch Turbine	Neptune HP	\$ 750.00
7	900	4 inch Compound	Neptune Tru/Flo	\$1635.00
8	1051	5/8 inch X ¾ inch	Neptune T10	\$ 24.95

Contract Amendment

Contract # 20040043 Amendment # 1 Date: April 27, 2006

Contract Title: Cold Water Meters

Contractor's Name: Sunstate Meter & Supply, Inc

Current Expiration: 03/16/2007

The following modifications to the Terms and Conditions contained in Contract/Agreement #20040043 between Sunstate Meter & Supply, Inc dated March 17, 2004 and the City of Port St. Lucie are hereby incorporated and made a part of this Contract/Agreement.

1. Amend the current contract to include the Neptune R900i Ecoder/Integrated R900 MIU products as listed on Appendix "B", attached hereto and made part of this amendment.
2. 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 and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Ronald B. Cooper
City Manager, DONALD B. COOPER

ATTEST:

By: Karen A. Phillips
City Clerk, KAREN A. PHILLIPS

By: Al Ellenburg
Authorized Representative of Sunstate Meter & Supply, Inc

State of: Florida

County of: Alachua

Before me personally appeared: Al Ellenburg
(please print)

Personally known XX

or 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 HE executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 20 day of April, 2006.

Karen Whittle
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires



(seal)

Appendix "R"

#	<u>METER DESCRIPTION</u>	<u>MFG. PART</u>	<u>PRICE EA.</u>
1	5/8"x3/4" Meter Complete W/Pit R900i	Neptune T10 R900i	\$179.00
2	3/4"x3/4" Meter Complete W/Pit R900i	Neptune T10 R900i	\$199.30
3	1" Meter Complete W/Pit R900i	Neptune T10 R900i	\$221.05
4	1 1/2" Meter Complete W/Pit R900i	Neptune T10 R900i	\$347.05
5	2" Meter Complete W/Pit R900i	Neptune T10 R900i	\$388.05
6	1 1/2" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$464.24
7	2" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$518.65
8	3" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$662.75
9	4" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$904.05
10	6" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$1,851.47
11	2" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,236.94
12	3" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,518.10
13	4" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,943.10
14	6" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$3,080.58
15	3" Bronze Meter Strainer	Neptune Strainer	\$343.75
16	4" Bronze Meter Strainer	Neptune Strainer	\$446.25
17	6" Bronze Meter Strainer	Neptune Strainer	\$606.25
18	4" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$5,181.25
19	6" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$7,215.63
20	8" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$9,512.50
21	10" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$13,450.00

CONTRACT #20040043

Page 3 of 4

Contract Amendment #1

22	R900i Ecoder/Integrated MIU Only (to retrofit direct read meters)	R900i Ecoder/MIU	\$159.00
23	Optional R900i Pit Lid Antenna	R900i Pit Ant	\$12.00
24	EZ Net Solar/Cellular Data Collector	EZ Net Receiver	\$8,900.00
25	EZ Net Solar/Landline Data Collector	EZ Net Receiver	\$7,735.00
26	EZ Net 110V/Cellular Data Collector	EZ Net Receiver	\$7,635.00
27	EZ Net 110V/Landline Data Collector	EZ Net Receiver	\$6,450.00
28	MRX920 Laptop Data Collector	MRX920 Laptop	\$29,000.00
29	CE5320X Handheld Data Collector	CE5320X Handheld	\$5,950.00
30	R900 Pit MIU Only – 6' Cable	R900 MIU	\$110.00
31	R900 Wall MIU Only	R900 MIU	\$105.00

Meter Description	Qty	National Waterworks		Sunstate		Badger Meter	
		Price	Total	Price	Total	Price	Total
1 1/2" flanged	25	\$ 248.45	\$ 6,211.25	\$ 193.00	\$ 4,825.00	\$ 161.85	\$ 4,046.25
1"	65	\$ 83.45	\$ 5,424.25	\$ 67.00	\$ 4,355.00	\$ 70.09	\$ 4,555.85
3/4" X 3/4"	2	\$ 58.70	\$ 117.40	\$ 45.25	\$ 90.50	\$ 41.04	\$ 82.08
2"	45	\$ 356.70	\$ 16,051.50	\$ 234.00	\$ 10,530.00	\$ 210.45	\$ 9,470.25
3" Compound	1	\$ 1,155.00	\$ 1,155.00	\$ 1,210.00	\$ 1,210.00	\$ 866.40	\$ 866.40
4" Turbine	1	\$ 1,418.00	\$ 1,418.00	\$ 750.00	\$ 750.00	\$ 627.00	\$ 627.00
4" Compound	1	\$ 1,930.00	\$ 1,930.00	\$ 1,635.00	\$ 1,635.00	\$ 1,536.15	\$ 1,536.15
5/8" X 3/4"	6000	\$ 38.20	\$ 229,200.00	\$ 24.95	\$ 149,700.00	\$ 25.74	\$ 154,440.00
Total			\$ 261,507.40		\$ 173,095.50		\$ 175,623.98
Brand	Invensys		Neptune		Recordall Disc meter		
Days to Shipment		24hrs-1wk		30		21-35 days	
Bid Checklist		Yes		Yes		Yes	
Accept Visa		Yes		Yes		Yes	
Discount For Visa		No		No		No	
Drug Free Form		Yes		Yes		Yes	
Insurance		Yes		Yes		Yes	
Bid Signed		Yes		Yes		Yes	
Addendum Acknowledged		Yes		Yes		Yes	
5 sets of literature		Yes		Yes		Yes	
Exception document		Yes		Yes		Yes	
Notarized Affidavit		Yes		Yes		Yes	

No Bids:
Neptune Technology Group
Invensys Metering Systems
Hersey Meter Company

PORT ST. LUCIE TAB

CONTRACT RENEWAL FORM

Date:

Contract # 20040043

Contract Title: Cold Water Meters

Contractor's Name: Sunstate Meter & Supply, Inc

Current Expiration: 03/16/2007

Revised Expiration: 03/16/2010

The above contract is hereby renewed pursuant to Section XXI 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 March 17, 2007

1. The contract is extended to include the period 3/17/2007 through 3/16/2010.
2. Prices applicable to the above period will be as follows:
 - a. Appendix A – Neptune Standard Direct Read Style Meters
 - b. Appendix B – Neptune R900i Ecoder/Integrated R900 MIU products
3. Orders issued by the City prior to March 16, 2007 will be invoiced at the original contract price. Orders issued by the City after March 17, 2007 will be invoiced at the above prices.
4. This contract is hereby amended to accept annual pricing review with mutually agreed upon price adjustments. The City accepts pricing documentation from the manufacturer and Producer Price Index – Group: Metals and metal products; Item: Copper, alloyed and unalloyed. Both parties will complete price reviews before January 31st of each year remaining in this term.
5. 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 and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Donald B Cooper
City Manager, DONALD B. COOPER

ATTEST:

By: Patricia M Garthwaite
Assistant City Clerk, PATRICIA GARTHWAITE

By: Al Ellenburg
Authorized Representative of Sunstate Meter and Supply, Inc

State of: Florida

County of: Alachua

Before me personally appeared: Al Ellenburg
(please print)

Please check one:

Personally known X

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 he executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 26 day of Feb., 2007.

Karen Whittle
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires _____



Appendix "A"

Neptune Standard Direct Read Style Meters

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 Direct Read Gallon Meter	\$29.45
Neptune, 3/4" x 3/4" T10 Direct Read Gallon Meter	\$50.25
Neptune, 1" T10 Direct Read Gallon Meter	\$85.85
Neptune, 1 1/2" T10 Direct Read Gallon Meter	\$235.35
Neptune, 2" T10 Direct Read Gallon Meter	\$298.20
Neptune, 2" Tru-Flo Compound Direct Read Gallon Meter	\$1,105.00
Neptune, 3" Tru-Flo Compound Direct Read Gallon Meter	\$1,345.00
Neptune, 4" Tru Flo Compound Direct Road Gallon Meter	\$1,817.00
Neptune, 6" Tru-Flo Compound Direct Read Gallon Meter	\$2,884.00
Neptune, 1 1/2" HP Turbine Direct Read Gallon Meter	\$358.00
Neptune 2" HP Turbine Direct Read Gallon Meter	\$394.00
Neptune, 3" HP Turbine Direct Read Gallon Meter	\$699.00
Neptune, 4" HP Turbine Direct Read Gallon Meter	\$863.00
Neptune, 6" HP Turbine Direct Read Gallon Meter	\$1,833.00
Neptune, 4"x1" HPPIII Fire Service Compound Meter	\$5,033.00
Neptune, 6"x1 1/2" HPPIII Fire Service Compound Meter	\$7,163.00
Neptune, 8"x2" HPPIII Fire Service Compound Meter	\$9,506.00
Neptune, 10"x2" IIPPIII Fire Service Compound Meter	\$13,525.00
Neptune, 3" Fire Hydrant Meter With Connections	\$708.75

Appendix "B"

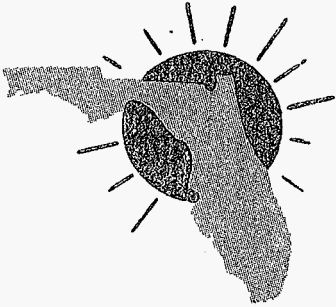
<u>#</u>	<u>METER DESCRIPTION</u>	<u>MFG. PART</u>	<u>PRICE EA.</u>
1	5/8"x3/4" Meter Complete W/Pit R900i	Neptune T10 R900i	\$180.85
2	3/4"x3/4" Meter Complete W/Pit R900i	Neptune T10 R900i	\$201.30
3	1" Meter Complete W/Pit R900i	Neptune T10 R900i	\$223.25
4	1 1/2" Meter Complete W/Pit R900i	Neptune T10 R900i	\$350.55
5	2" Meter Complete W/Pit R900i	Neptune T10 R900i	\$392.00
6	1 1/2" Turbine Meter Complete W/Pit R900i	Neptune IIP R900i	\$493.85
7	2" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$529.25
8	3" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$728.30
9	4" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$932.00
10	6" Turbine Meter Complete W/Pit R900i	Neptune HP R900i	\$1,928.00
11	2" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,250.00
12	3" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,550.00
13	4" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$1,983.00
14	6" Compound Meter Complete W/Pit R900i	Neptune TruFlo R900i	\$3,144.00
15	3" Bronze Meter Strainer	Neptune Strainer	\$435.00
16	4" Bronze Meter Strainer	Neptune Strainer	\$502.00
17	6" Bronze Meter Strainer	Neptune Strainer	\$898.00
18	4" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$5,233.00
19	6" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$7,363.00
20	8" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$9,706.00
21	10" Fire Compound Meter W/Pit R900i	Neptune HPPIIR900i	\$13,725.00

Contract #20040043

Page 4 of 5

Renewal #1

22	R900i Ecoder/Integrated MIU Only (to retrofit direct read meters)	R900i Ecoder/MIU	\$159.00
23	Optional R900i Pit Lid Antenna	R900i Pit Ant	\$12.00
24	EZ Net Solar/Cellular Data Collector	EZ Net Receiver	\$8,900.00
25	EZ Net Solar/Landline Data Collector	EZ Net Receiver	\$7,735.00
26	EZ Net 110V/Cellular Data Collector	EZ Net Receiver	\$7,635.00
27	EZ Net 110V/Landline Data Collector	EZ Net Receiver	\$6,450.00
28	MRX920 Laptop Data Collector	MRX920 Laptop	\$29,000.00
29	CE5320X Handheld Data Collector With RF Receiver & Cradle	CE5320X Handheld	\$5,950.00
30	R900 Pit MIU Only – 6’ Cable	R900 MIU	\$110.00
31	R900 Wall MIU Only	R900 MIU	\$105.00
32	Equinox-MR Host Software	Equinox-MR	\$2,500.00
33	EZ Net Software	EZ Net Software	\$5,490.00
34	GIS Mapping Software Module	GIS Module	\$4,975.00
35	Equinox On-Site Training	Equinox Training	\$2,500.00
36	EZ Net On-Site Training	EZ Net Training	\$2,500.00
37	MRX920 On-Site Training	MRX920 Training	\$2,500.00



SUNSTATE METER & SUPPLY, INC.

14001 W. NEWBERRY RD.
NEWBERRY, FLORIDA 32669-2710

January 26, 2007

Ms. Jeannie Stewart, CPPB
Contract Specialist
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Building "A", Suite 390
Port St. Lucie, Fl. 34984

RE: CONTRACT EXTENSION REQUEST – CONTRACT #2004003

Dear Ms. Stewart,

This letter is to formally request the option to renew the above referenced contract for the first additional 36-month period as noted in Section XXI of contract. We have provided to you current pricing for both the Appendix "A" and the Appendix "B" pricing sheets. These new prices will go into effect on March 17, 2007.

Due to the unprecedented volatility of the raw materials utilized in the production of the items on this contract, we respectfully request that an annual review/pricing adjustment clause be added to this contract. If conditions warrant, this annual review will be completed before January 31 of each year remaining in this term. This review would consist of an analysis of the following Producer Price Index (PPI):

Group: Metals and metal products
Item: Copper, alloyed an unalloyed

If changes to this index warrant price adjustments to the items on the contract, new price sheets will be submitted before this date for mutual discussion and acceptance. If accepted, new pricing will become effective on March 17 of said year.

We appreciate your continued interest in the Neptune products that we represent. If you have any questions, or if I can be of any further assistance, please do not hesitate to contact me.

Respectfully submitted,

Al Ellenburg
President
Sunstate Meter and Supply, Inc.
352-516-9791
al@sunstatemeter.com

Phone # 727-871-5222

FAX # 772-871-7337

DATE: 1-29-07
TIME: 8:35 Am

Also, Mailing ORIGINAL letter by 1st class