

AGREEMENT

**GOODS AND SERVICES AGREEMENT**

**THIS GOODS AND SERVICES AGREEMENT** is made as of the 13th day of December, 2022 (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Ferguson Enterprises DBA Ferguson Waterworks, located in Tampa, Florida ("Contractor"), (individually, "Party," collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to Contract No. 22-0562-B-BW ("ITB") for Backflow Prevention Assemblies for Groups 1, 2 & 4 (Rebid); and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions**

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in this Goods and Services Agreement, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

## AGREEMENT

**3. Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**4. Services**

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Technical Services Manager, Utilities.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**5. Term of Agreement**

- A. **Initial Term** - The term of this Agreement shall commence on:
  - the Effective Date** and shall remain in full force and for thirty-six (36) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension**
  - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**6. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

<b>AGREEMENT</b>
------------------

**7. Delivery / Claims**

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

**8. Inspection**

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

**9. Material Quality**

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

**10. Material Safety Data**

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

**11. Purchase Order Number**

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

**12. Variation in Quantity**

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

**13. Warranty**

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

**14. Compensation and Method of Payment**

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$1,240,591.65, with an annual not-to-exceed sum of \$413,530.55 per year, for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required within.
- C. **Price Adjustment** - Pricing is based on group discounts from the most current manufacturer's suggested retail price list (MSRP). Contractor must apply the same percent discount off of the most current MSRP to all items in the entire group. **The MSRP or Cost Sheet may only be adjusted as per the bolded sentence below.** It is the contractor's responsibility to request any MSRP price list updates. The annual price adjustment request must be accompanied by supporting documentation, including a copy of the manufacturer's current price list or cost sheet. If products on MSRP or Cost Sheet are offered at lower price or sale promotion, the County shall receive the reduction if lower than the discount established by this agreement.

**AGREEMENT**

**MSRP or Cost Sheet price lists can only be updated once per year and must be submitted no later than three (3) months prior to the contract anniversary date. This provides time for the County to update the asset management system.**

- D. **Term Extension Price Adjustment** - Term extensions will allow for price adjustments based on group discounts from the most current manufacturer's suggested retail price list (MSRP). Contractor must apply the same percent discount off of the most current MSRP to all items in the entire group. **The MSRP or Cost Sheet may only be adjusted as per the bolded sentence below.** It is the contractor's responsibility to request any MSRP price list updates. The annual price adjustment request must be accompanied by supporting documentation, including a copy of the manufacturer's current price list or cost sheet. If products on MSRP or Cost Sheet are offered at lower price or sale promotion, the County shall receive the reduction if lower than the discount established by this agreement.

**MSRP or Cost Sheet price lists can only be updated once per year and must be submitted no later than three (3) months prior to the contract anniversary date. This provides time for the County to update the asset management system.**

E. **Travel Expenses**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

- F. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

- G. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**15. Acceptance of Services**

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Technical Services Manager, Utilities or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Ferguson Enterprises DBA Ferguson Waterworks. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Discounts**

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

## AGREEMENT

**17. Subcontracting/Assignment.**

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment**
- This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

**18. Personnel**

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt

**AGREEMENT**

of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

**19. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**20. Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**21. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**22. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**23. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**24. Due Authority**

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**25. Termination**

**A. Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:

## AGREEMENT

- i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
  - ii. Contractor breaches Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
  - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
  3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor**

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
  - i. the County fails to make timely undisputed payments as described in this Agreement;
  - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

**26. Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**27. Confidential Information and Public Records**

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the

## AGREEMENT

Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellascounty.org](mailto:mcchartier@pinellascounty.org)**

**28. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**29. Digital Accessibility**

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas



## AGREEMENT

County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

### **30. Liability and Insurance**

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

### **31. County's Funding**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to

**AGREEMENT**

promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**32. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**33. Notices**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Joan Luttmann

Technical Services Manager, Utilities

Pinellas County Utilities

6730 142nd Ave North

Largo, FL 33771

[jluttmann@pinellascounty.org](mailto:jluttmann@pinellascounty.org)

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

[mceletse@pinellascounty.org](mailto:mceletse@pinellascounty.org)

For Contractor:

Attn: Craig Pearce

Outside Sales

Ferguson Enterprises DBA Ferguson Waterworks

8008 East Sligh Avenue

Tampa, FL 33610

[craig.pearce@Ferguson.com](mailto:craig.pearce@Ferguson.com)

**AGREEMENT****34. Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**35. Right to Ownership**

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**36. Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

**37. Severability**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**38. No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**39. Force Majeure**

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

**AGREEMENT****40. Order of Precedence**

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Exhibit A - Statement of Work
- C. Exhibit B - Insurance Requirements
- D. Exhibit C - Payment Schedule
- E. Exhibit D - Payment/Invoices
- F. Exhibit E - Dispute Resolution For Pinellas County Board Of County Commissioners In Matters Of Invoice Payments
- G. Exhibit F - Affidavit of Compliance

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

**41. Entirety**


This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

**(Signature Page Follows)**

**AGREEMENT**


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA  
By and through its  
**Board of County Commissioners**

  
By \_\_\_\_\_  
Charlie Justice

**Ferguson Enterprises DBA  
Ferguson Waterworks**

\_\_\_\_\_  
Name of Firm

By:   
Signature \_\_\_\_\_

Print Name Craig Reirie

Title Outside Sales

ATTEST: KEN BURKE, CLERK

By: 



**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

**AGREEMENT**

**EXHIBIT A - STATEMENT OF WORK**

A. **INTENT:**

In accordance with the statement of work, Pinellas County Utilities (PCU) Technical Services seeks to establish a contract to supply:

Group 4 - Dual Check Valves Retrosetters, Related Parts, and Resetters

to be ordered as and when required.

B. **BACKGROUND:**

PCU Technical Services provides water metering, backflow prevention, water pressure studies, and other engineering technical services directly to a residential and commercial client base throughout Pinellas County.

The PCU Maintenance Division warehouse has two locations: one in the South County, which is the primary location, and one in the North County. The warehouse delivery location will be designated by PCU. The warehouse locations are as follows:

**Pinellas County Utilities  
South Maintenance Warehouse  
6730 142nd Avenue  
Palm Harbor, FL 34683**

**Pinellas County Utilities  
North Maintenance Warehouse  
3900 Dunn Drive  
Largo, FL 33771**

C. **REQUIREMENTS:**

- 1) Goods and Services Agreement - The awarded contractor will be required to execute on this Goods and Services Agreement. No exceptions to the Goods and Services Agreement will be accepted.
- 2) Regulatory Requirements and Industry Standards - All Backflow Prevention Assemblies, Devices and related parts shall meet all current applicable state and federal regulatory requirements and all industry standards at the time of purchase. As these regulatory requirements and industry standards are changed, the materials provider shall provide materials that comply with these changes within the required time period.
- 3) Affidavit of Compliance - An affidavit of compliance with the latest version of state and federal regulatory requirements and industry standards entitled "Mandatory Affidavit of Compliance" shall be signed by an Authorized Representative of Company, notarized, shall accompany the Goods and Services Agreement. (Exhibit F The affidavit shall also affirm that the materials used in manufacturing the backflows are in compliance with the most current regulatory requirements and standards including those for low-lead drinking water conveyance materials and food additive standards for coatings. Proof of material regulatory compliance shall be promptly provided to PCU when requested.
- 4) Parts - All replaceable parts, of the same size and model, shall be interchangeable with the original parts. Parts shall be low lead in compliance with the latest version of the United States Protection Agency (USEPA) Section 1417.
- 5) Chloramine Resistance - All products within each Group below must be resistant to and tolerant of chloramines and all other water treatments over the life of the product.

## AGREEMENT

6) Material Specifications Compliance:

- a) Underwriter Laboratories (U.L.) or Factory Mutual (F.M.) Compliance - An affidavit of compliance, Mandatory Affidavit of Compliance (Exhibit F), will accompany this Goods and Services Agreement for any item that has U.L. and/or F.M. requirements in the specification.
- b) International Standards Organization - ISO 9000, 9001, 9002 - An affidavit of compliance, **Mandatory Affidavit of Compliance** (Exhibit F), will accompany this Goods and Services Agreement for any items manufactured, or with components manufactured, outside of the United States. If at any time during the life of the contract, any of the manufacturing facilities loses certification, fails to be re-certified or changes status from those presented with this agreement, the contractor shall immediately notify PCU of such changes and submit the update certifications for approval. Failure to present such information and secure PCU acceptance shall deem the product to be in non-compliance and subject to refusal by PCU.
- c) After award of contract, all suppliers and contractors providing services/products under this contract shall actively follow PCU's published material specifications manuals ([material-spec-manual.pdf](http://material-spec-manual.pdf) ([pinellascounty.org](http://pinellascounty.org))). PCU reserves the right to terminate approval of products, without notice, based upon poor performance, inadequate support, or failure to meet specifications.

7) Product Guarantee - The contractor(s) shall guarantee materials and workmanship of all items, accessories and parts to operate within the range of the required specifications for a period of at least eighteen (18) months from the date of delivery. Any materials, which fail to operate accordingly for eighteen (18) months will be repaired or replaced by the contractor and he shall furnish without additional cost any parts required to place such defective item in suitable operating condition including no cost for delivery of the new materials and pick-up of the defective materials. The contractor(s) shall be responsible for reimbursing PCU for any costs incurred by PCU in replacing or repairing defective items or due to damages caused to life and property as a result of failure of a defective item.

## 8) Contractor shall provide all services and furnish required materials as specified or indicated:

- a) Maintain contracted stock to support daily PCU operations at Maintenance Division warehouses. The Contractor shall be responsible to hold and furnish a stock inventory program for PCU at their local facility, to enable quick delivery on an as needed basis.
- b) Vendor shall ensure that minimum levels of specified stock are being maintained by providing County staff with 24/7 access to its inventory database for inquiry, and available to downloading into a spreadsheet or printing.
- c) Provide an on-line order system via an internet link complete with access to real-time management reports. System requirements include:
  - i. Ability to search/navigate product selection utilizing PCU's part numbers or manufacturer's numbers.
  - ii. Able to see our net pricing
  - iii. View real-time product availability
  - iv. Ability to view product information with illustrations
  - v. View product specifications and or any other pertinent documentation
  - vi. Ability to request quotes online and turn into orders if approved
  - vii. Ability to print copies of current or past invoices
  - viii. Ability to place orders, check status, and shipping information
- d) The provider of materials and accessories under this contract shall notify the Utilities Technical Services Manager and the Utilities Warehouse Supervisor of any changes/discontinuation of model numbers, part numbers, or styles.

- e) Accept Pinellas County Purchasing Card as form of payment.

D. DELIVERABLES:

**AGREEMENT**

PCU will accept only new products; meaning products that have been used or owned by any entity, company or individual or products that have been reconditioned will not be accepted.

- 1) Material Shipment and Identification - Each shipment of backflow prevention assemblies, backflow prevention assembly parts, dual check valve Retrosetters and parts shall be clearly marked with the Purchase Order Number and the name of employee requesting the materials.
- 2) Increase Effectiveness Through Vendor Collaboration - The contractor(s) should work with PCU Maintenance staff in a manner that will maximize staff time, reduce inventory levels and minimize stock outages. It is important to note that the contractor(s) shall have set schedules with the warehouse to review stock levels, minimums/maximums, conduct analysis, disseminate new information, review outstanding issues, help to streamline processes, and provide any new information that is pertinent to the utility industry including model changes and discontinuations.
- 3) Delivery Time - Delivery time is important in the award of the PCU contract. PCU considers delivery time to be that period elapsing from the time the individual order is placed until PCU receives the order at a Maintenance Division warehouse. Delivery of individual items in other than bulk packaging may be required.

The contractor(s) shall furnish and deliver requested backflow prevention assemblies and/or backflow parts **(Groups 1, 2 and 4)** to the Maintenance Division warehouse within seven (7) to ten (10) business days after receipt of order.

**Emergency orders** shall be delivered within three (3) to five (5) business days (or sooner) after receipt of order.

Shipments shall be accepted only between the hours of 7:00 A.M. and 3:00 P.M. on Monday through Friday inclusive (except Pinellas County recognized holidays). Shipments received after 3:00 P.M. or without a delivery/shipping ticket can be refused. If shipping instructions regarding pallets, crates, boxes, etc. are not compliant with this Goods and Services Agreement, the shipment can be refused.

- 4) Emergency Assistance - Provide 24/7 contact and assistance for after hours emergencies. Provide the name, cell phone number and email address of the responsible employee from your organization who can be contacted for emergencies. Provide the name, cell phone number and email address for the back-up responsible employee from your organization for emergency assistance. The contractor(s) shall immediately notify PCU Technical Services of any changes in emergency contacts and/or changes in their contact information. An emergency may be caused by water, wastewater or reclaimed water pipeline breaks, hurricanes, or other infrastructure or natural disaster that impacts our citizens' wellbeing. Materials from other Sub-Groups and materials not identified in this Goods and Services Agreement may be required by PCU on an emergency basis. Emergency orders must be delivered within **seven (7) to ten (10) business days** after receipt of order.

**SUPPLEMENTAL SPECIFICATIONS**

This document details materials and accessories requirements and lists the Approved Manufacturers by Sub-Group. **Any deviation from the specifications below must be preapproved and have successfully completed standard PCU testing.**



**AGREEMENT**

**GROUP 1 – BACKFLOW PREVENTION ASSEMBLIES – TOP LOADING ANGLE CHECK VALVES, LESS THAN OR EQUAL TO 2” (≤ 2”)**

All backflow prevention assemblies and devices must be University of Southern California (USC) or American Society of Sanitary Engineers (ASSE) approved and is fully acceptable to the Florida Department of Environmental Protection and approved for interstate carrier use.

**1.1 SUB-GROUP - DOUBLE CHECK VALVE ASSEMBLIES – TOP LOADING ANGLE, 3/4” to 2”**

**General Specifications**

- a. A complete assembly consists of two internally loaded; independently operating check valves, located between two tightly closing resilient seated shutoff valves, with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American National Standards Institute/ American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- c. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- d. Size, rated flow and maximum pressure loss shall be detailed by the Foundation for Cross-Connection Control, University of Southern California.

**General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. Under flowing conditions, the device shall not chatter or pulsate. Flow ways shall be as streamlined as much as possible and practical. The design shall be such that the performance of the device will not be adversely affected by normal line pressure surges, or cause water hammer.
- b. Each check valve shall permit no leakage in a direction reverse to the normal flow.
- c. The loading of the valve shall be done internally.

**Design Specifications**

- a. It is essential that moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the device.
- b. Flow channels shall be streamlined to prevent cavitation, minimize pressure loss, and eliminate pockets that could entrap foreign materials.
- c. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.
- d. The design shall be such that parts cannot be improperly assembled.
- e. Seat disc shall be made of non-metallic materials which will assure pressure tight seating and reseating.

**AGREEMENT**

- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the assembly from the line using the shutoff valves to isolate the backflow prevention assembly.
- g. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510- 07.
- h. When dissimilar metal must be used for internal parts, the rate of corrosion shall be reduced as much as practical through the selection of materials that exhibit similar resistance to corrosion by placing a dielectric material between the metals or by applying a dielectric coating. When contact between
- i. Dissimilar metals cannot be avoided, the assembly shall be designed so that the resulting corrosion will be minimized and will not adversely affect water quality or result in malfunctioning or premature failure of the assembly.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single stainless-steel handle with the hole for the bolt on the end of the handle rather than in the middle of the handle. As many of the DCVAs are underground in boxes, the ball valve handle shall be installed such that when the valve is in the open position, the handle shall be in the vertical (upward) position to enable the valve to be turned to the "Off" position within the assembly enclosure without digging under or raising the assembly. Ball components shall be made of stainless steel.
- k. Devices two (2) inches and smaller shall be of the top entry, access, loaded etc. variety only. All internal parts shall be accessible from above.
- l. Check valves must be designed to minimize fouling of the seats with small sand particles. Strainers alone have not proven to be acceptable to this area. Devices using epoxy must use a Food and Drug Administration (FDA) approved fusion epoxy coating.
- m. All replaceable parts of assemblies of the same size and model shall be interchangeable with the original parts.

**Material**

- a. Materials shall comply with *American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07* and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of stainless steel or all bronze or all brass construction.
- c. Materials shall be low lead in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07*.Section 6.1

**APPROVED PRODUCTS:**

- 1. Apollo DCLF4A

**1.2 SUB-GROUP - REDUCED PRESSURE DEVICES – TOP LOADING ANGLE. 3/4” to 2”**

**AGREEMENT****General Specifications**

- a. The reduced pressure backflow preventer shall be an assembly that consists of a mechanical, independently operating, hydraulically dependent relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient-seated shutoff valves with four properly placed resilient-seated test cocks.
- b. Devices shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principal Backflow Prevention Assembly C511-07 as supplemented and modified in these specifications.
- c. Size, rated flow, and maximum allowable pressure loss shall be as detailed by the Foundation for Cross- Connection Control and Hydraulic Research, University of Southern California.
- d. All products must be resistant to and tolerant of chloramines and potable water disinfectants over the usable life of the product.

**General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. The design shall be such that at all flow rates, from zero to (and including) rated flow, the component parts shall not create any chatter or noise.
- b. Diaphragms or bellows used as barriers in control piping which bypass one or more check valves shall be installed in such a manner that, in case of failure, visible evidence of failure will be produced.
- c. The operations of the device shall not cause water hammer or be adversely affected by water hammer arising from an outside condition.

**Design Specifications**

- a. It is essential all moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the assembly. Flow channels shall be streamlined to prevent activation, minimize pressure loss, and eliminate pockets that could entrap foreign materials.
- b. To prevent excessive discharge due to pressure fluctuation, the minimum pressure differential across the first check valve under normal conditions shall be at least 3 psi (20.7 kPa) greater than the pressure differential necessary to cause the relief valve to open.
- c. The discharge port of the relief valve shall be of such design as to restrict the attachment of a hose, pipe, or plate.
- d. The physical location of the relief valve with respect to the check valve shall be such that water from the "zone" shall not flow or drain through the inlet check valve.
- e. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510- 07.
- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the device from the line using the resilient-seated shutoff valves to isolate the backflow prevention assembly.
- g. All replaceable parts of the assemblies of the same size and model shall be interchangeable with the original parts.

**AGREEMENT**

- h. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.
- i. When dissimilar metal must be used for internal parts, the rate of corrosion shall be reduced as much as practical through the selection of materials that exhibit similar resistance to corrosion by placing a dielectric material between the metals or by applying a dielectric coating. When contact between dissimilar metals cannot be avoided, the assembly shall be designed so that the resulting corrosion will be minimized and will not adversely affect water quality or result in malfunctioning or premature failure of the assembly.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single stainless-steel handle with the hole for the bolt on the end of the handle rather than in the middle of the handle. As many of the DCVAs are underground in boxes, the ball valve handle shall be installed such that when the valve is in the open position, the handle shall be in the vertical (upward) position to enable the valve to be turned to the "Off" position within the assembly enclosure without digging under or raising the assembly. Ball components shall be made of stainless steel.
- k. Check valves must be designed to minimize fouling of the seats with small sand particles. Strainers alone have not proven to be acceptable in this area. Devices using epoxy must use an FDA approved fusion epoxy coating.
- l. Check and relief valve seats shall be replaceable in all size devices. Seat material shall be durable plastic in devices two (2) inches and smaller.
- m. Seat disc shall be of non-metallic materials which will assure pressure-tight seating and reseating.

**Materials**

- a. Materials shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principal Backflow Prevention Assembly C511-07 and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of stainless steel or all bronze or all brass construction.
- c. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in American Water Works Association (ANSI/AWWA) Standard C511-97.

**APPROVED PRODUCTS:**

- 1. Apollo RPLF4A

**AGREEMENT**

**GROUP 2 - BACKFLOW PREVENTION ASSEMBLIES – TOP LOADING IN-LINE CHECK VALVES, GREATER THAN OR EQUAL TO 4” (≥ 4”)**

All backflow prevention assemblies and devices must be University of Southern California (USC) or American Society of Sanitary Engineers (ASSE) approved and is fully acceptable to the Florida Department of Environmental Protection and approved for interstate carrier use.

**2.1 SUB-GROUP - DOUBLE CHECK VALVE ASSEMBLIES – TOP LOADING IN-LINE, 4” – 12”**

**General Specifications**

- a. A complete assembly consists of two internally loaded; independently operating in-line check valves, located between two tightly closing resilient-seated shutoff valves, with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American National Standards Institute / American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- c. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- d. Size, rated flow, and maximum pressure loss shall be detailed by the Foundation for Cross Connection Control, University of Southern California.

**Design Specifications**

- a. The main valve body shall be manufactured from 300 series stainless steel to provide corrosion resistance, 100% lead free through the waterway.
- b. **The double check shall consist of two independently operated spring loaded in-line checkvalves, required test cocks, and two Underwriter Laboratory Listed (UL) and Factory Mutual Approved (FM) (noted as (UL/FM)) approved Outside Screw and Yoke (OS&Y) resilient seated gate valves.**
- c. Each in-line-check shall provide a positive drip tight closure against the reverse flow of liquid caused by back- siphonage or backpressure.
- d. There shall be no brass or bronze parts used within the in-line-check valve assembly. The valve cover shall be securely held in place.
- e. The main assembly shall consist of two independently operating spring check assemblies, two UL/FM, OS&Y resilient seated gate valves, and four ball valve type test cocks.

**Materials**

Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

- All internal metal parts: 300 Series stainless steel
- Main valve body: 300 Series stainless steel
- Check Assembly: Noryl or equivalent
- Flange dimension in accordance with AWWA Class D.

**AGREEMENT**

**Marking**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07*.

**APPROVED PRODUCTS:**

1. Apollo DCLF 4A

**2.2 SUB-GROUP - DOUBLE CHECK DETECTOR ASSEMBLIES – TOP LOADING IN-LINE. 4” TO 12”**

**General Specifications**

- a. The double check detector assembly shall consist of two independently operating, spring loaded in-line check valves, located between two UL, FM, OS&Y resilient seated gate valves with four properly placed resilient- seated test cocks, and bypass assembly.
- b. Double Check Detector Assemblies shall be designed for use in accordance with water utility non-health hazard containment requirements.
- c. A Double Check Detector Assembly shall be installed on fire protection systems when connected to a potable water supply.
- d. Devices shall comply with *American National Standards Institute / American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- e. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- f. Size, rated flow and maximum pressure loss shall be detailed by the Foundation for Cross Connection Control, University of Southern California.

**Design Specifications**

- a. The main valve body shall be manufactured from 300 Series stainless steel to provide corrosion resistance, 100% lead free through the waterway.
- b. Each in-line-check shall be internally loaded and provide a positive drip tight closure against reverse flow. The In-line-check shall include a stainless steel in-line arm and spring, rubber faced disc and a replaceable seat. There shall be no brass or bronze parts used within the in-line-check valve assembly. The check valve seats shall be of molded thermoplastic construction. The use of seat screws as a retention method is prohibited.
- c. All internal parts shall be accessible through a single cover on the valve assembly. The valve cover shall be held in place through the use of a single grooved style two-bolt coupling.
- d. The bypass line shall be hydraulically sized to accurately measure low flow. The bypass line shall consist of a check valve shall have a single access cover, two independently operating modular poppet check valves, and top mounted test cocks.

**AGREEMENT****Materials**

Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

- All internal metal parts: 300 Series stainless steel
- Main valve body: 300 Series stainless steel
- Check Assembly: Noryl or equivalent
- Flange dimension in accordance with AWWA Class D.

**Markings**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07*.

**APPROVED PRODUCTS:**

1. Apollo DCDALF 4A

**2.3 SUB-GROUP - REDUCED PRESSURE ZONE ASSEMBLIES – TOP LOADING IN-LINE. 4” to 12”****General Specifications**

- a. The reduced pressure backflow preventer shall be an assembly that consists of a mechanical, independently operating, hydraulically dependent relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient-seated shutoff valves with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07* as supplemented and modified in these specifications.
- c. Size, rated flow and maximum allowable pressure loss shall be as detailed by the Foundation for Cross- Connection Control and Hydraulic Research, University of Southern California.
- d. All products must be resistant to and tolerant of chloramines and potable water disinfectants over the usable life of the product.

**General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. The design shall be such that at all flow rates, from zero to (and including) rated flow, the component parts shall not create any chatter or noise.
- b. Diaphragms or bellows used as barriers in control piping which bypass one or more check valves shall be installed in such a manner that, in case of failure, visible evidence of failure will be produced.
- c. The operations of the device shall not cause water hammer or be adversely affected by water hammer arising from an outside condition.

**Design Specifications**

- a. It is essential that all moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the assembly. Flow channels shall be streamlined to prevent cavitation's, minimize pressure loss, and eliminate pockets that could entrap foreign materials.

**AGREEMENT**

- b. To prevent excessive discharge due to pressure fluctuation, the minimum pressure differential across the first check valve under normal conditions shall be at least 3 psi (20.7 kPa) greater than the pressure differential necessary to cause the relief valve to open.
- c. The discharge port of the relief valve shall be of such design as to restrict the attachment of a hose, pipe, or plate.
- d. The physical location of the relief valve with respect to the check valve shall be such that water from the "zone" shall not flow or drain through the inlet check valve.
- e. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510- 07.
- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the device from the line using the resilient-seated shutoff valves to isolate the backflow preventer.
- g. All replaceable parts of the assemblies of the same size and model shall be interchangeable with the original parts.
- h. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.
- i. Where it is impossible to use similar metals in the construction of backflow preventers, steps shall be taken, insofar as practicable, to prevent the formation of galvanic electrolytic couples.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single arm handle that rotates upward to close the valve. Ball components shall be made of stainless steel. Assemblies greater than or equal to four (4) inch shall be flanged in accordance with American National Standards Institute (ANSI) Standard B16.1, Class 125 flanges and be furnished with Underwriter Laboratory Listed (UL) and Factory Mutual Approved (FM) Outside Screw and Yoke (OS&Y) resilient seated gate valves.
- k. Check valves must be designed to minimize fouling of the seats with small sand particles by a design that incorporates a depressed area lying below the horizontal plane. Strainers alone have not proven to be acceptable in this area. Devices using epoxy must use an FDA approved fusion epoxy coating.
- l. Check and relief valve seats shall be replaceable in all size devices. Seat material shall be durable plastic in devices two (2) inches and smaller, and bronze stainless steel or engineered plastic in devices larger than two (2) inches.
- m. Seat disc shall be of non-metallic materials which will assure pressure-tight seating and reseating.

**Materials**

- a. Materials shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07 and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of all bronze or all brass construction.
- c. Bodies of devices larger than two (2) inches shall be of all stainless steel or all bronze or all brass construction or of gray iron with internal corrosion protection provided by lining with brass, bronze,



**AGREEMENT**

stainless steel, or other durable non-toxic material acceptable for use in potable water service. Devices using epoxy must use an FDA approved fusion epoxy coating.

- d. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in American Water Works Association (ANSI/AWWA) Standard C511-97.

**APPROVED PRODUCTS:**

1. Apollo RPLF 4A

**AGREEMENT**

**GROUP 4 - DUAL CHECK VALVE RETROSETTERS, RELATED PARTS, AND RESETTERS**

Parts contained within this Goods and Services Agreement are for the manufacturers and models that are currently in the Pinellas County Utilities water system today. PCU's intent is to minimize the warehouse inventory while keeping enough materials in inventory to assure that parts are available for daily work and emergencies. An estimated list of materials can be found in the Payment Schedule (Exhibit C). All brass material shall meet the following standards: Bronze-ASTM B62; AWWA Underground Service Line Valves and Fittings standard C800-14.

All replaceable parts of backflows of the same size and model shall be interchangeable with the original parts. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**4.1 DUAL CHECK VALVE (DUC) RETROSETTERS, VERTICALLY ALIGNED AND OFFSET**

Dual check valve assemblies with vertically aligned or offset Retrosetters shall be furnished as described below. Vertically aligned Retrosetters position the meter directly above the centerline of the service line. Offset Retrosetters position the meter laterally from the service line via a 90° elbow.

**General Specification**

- a. Dual check valves shall be of a top load cartridge style design.
- b. Dual check valves shall be supplied assembled with one of two types of Retrosetters as specified - vertically aligned or offset.
- c. Retrosetters shall allow installation of meter and dual check valves without disturbing service line at existing accounts.
- d. Retrosetters shall be supplied with an integral cartridge style dual check valve.
- e. All products must be resistant to and tolerant of chloramines and all other potable water disinfectants.
- f. Cannot delete the space between this section and the next

**General Operating Characteristics**

- a. Under flowing conditions, the device shall not chatter or pulsate. Flow ways shall be as streamlined as possible and practical.
- b. Each cartridge shall permit no leakage in a direction reverse to normal flow.

**Design Specifications**

- a. The dual check device shall be used on the outlet side of a water meter.
- b. The inlet of the dual check valve shall have a permanently attached meter swivel nut for direct connection to the water meter outlet.
- c. The outlet of the dual check valve shall be female iron pipe thread.
- d. Both dual check cartridges are to be identical and interchangeable.
- e. Cartridge assemblies shall be supplied with chloramine resistant O-rings attached to ensure a watertight seal between the cartridge and the inside of the body. (All rubber parts must be chloramine resistant for the useful life of the device.)

**AGREEMENT**

- f. Cartridge assemblies may be inspected and/or replaced without removing the valve from service through a removable O-ring sealed cap located at the top of the valve. The access cap shall be supplied with a 7/8" hex nut on the top to allow removal with a 7/8" socket wrench.
- g. Dual check valves shall have no more than a 10-psi head loss at a flow rate of 15 gpm.
- h. Vertically aligned Retrosetters shall position the meter directly above the centerline of the service line, nominally raising a 5/8" x 3/4" meter 7" and nominally raising a 1" meter 9" from the center line of the meter coupling to the center line of the service line.
- i. Offset Retrosetters shall offset the meter ninety (90) degrees from the service line, nominally raising a 5/8" x 3/4" meter 4-1/2", and a 1" meter 4-1/2" from the centerline of the meter coupling to the centerline of the service line.
- j. Retrosetters shall have appropriate size male meter threads on both outlet and inlet.
- k. The Retrosetters inlet copper arm shall have only one (1) ninety (90) degree bend and a full port angle ball valve with padlock wing.
- l. The Retrosetters outlet copper arm shall have a cartridge style dual check valve located on a brass cast ninety (90-degree elbow).

**Material**

- a. All brass material shall meet the following standards: Bronze-ASTM B62; AWWA Underground Service Line Valves and Fittings standard C800-14;
- b. Dual check valve cartridges shall be made of acetyl plastic or equivalent with 302 stainless steel springs.
- c. All solder to be lead-free.
- d. Sizes provided include a dual check for a 5/8" X 3/4" meter with vertically aligned nominal heights of 7", 9", and 12"; a dual check for a 1" meter with vertically aligned nominal heights of 7", and 9". Sizes provided include a dual check for a 5/8" x 3/4" meter with an offset Retrosetters having a nominal height of 4-1/2" and dual check for a 1" meter with an offset Retrosetters having a nominal height of 4-1/2".

**APPROVED PRODUCTS:**

1. Ford RETRO-2BVBHC-FP-NL, RETRO-2CVBHC- FP-NL, RETRO-4BVBHC-FP-NL, AND RETRO- 4CVBHC-FP-NL

**4.2 DUAL CHECK VALVE RETROSETTER PARTS**

All replaceable parts of assemblies of the same size and model shall be interchangeable with the original parts.

All replacement parts shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**APPROVED PRODUCTS:**

1. Ford 3/4" Dual Check Repair Kit (HHCRK-3)
2. Ford 3/4" Plastic Spacer for Cap (HHCA-3-SPACER)
3. Ford 1" Dual Check Repair Kit (HHCRK-4)
4. Ford 1" Plastic Spacer and Cap Kit (HHCA-4-CAP-NL)

**AGREEMENT****4.3 METER RESETTERS:**

Meter Resetters shall be the ball valve-type with full port opening and locking wing and be made of water works brass compliant with **ASTM-B62**. Replacement resetter inlet & outlet shall be male meter thread to accommodate meter. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended. Materials shall be in compliance with the most current federal standards for low-lead conveyance materials drinking water.

**APPROVED PRODUCTS:**

1. Ford VB42-7W-FP-NL, VB42-9W-FP-NL, VB44-12W-FP-NL

## AGREEMENT

**EXHIBIT B - INSURANCE REQUIREMENTS**

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operationsexposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AMBest rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams - brwilliams@pinellascounty.org** . If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **PinellasCounty a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Bidder or their agent prior to the expiration date.
  - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Bidder of this requirement to provide notice.
  - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any

## AGREEMENT

subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third- party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

**AGREEMENT**

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance: Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1) and (2) above:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

Item #	Item Description	Current Number	MFG. Name	MFG. Part #	Annual Estimated Quantity	Quoted Price for Open Part List or Listed Price	Percentage Discount	Discounted Price	OR	Total	Approved Equivalent Part List Price	Percentage Discount for Approved Equivalent Part	Quoted Price for Approved Equivalent Part Less Discount	Total	Extended Price	
Enter your pricing and discounts in yellow highlighted cells below																
SUB-GROUP 4.1	DUAL CHECK VALVE (DUC) RETROSETTERS, RELATED PARTS, AND RESETERS ALIGNED AND OFFSET															
a.	For 5/8" x 3/4" Meter DUC W/VERTICALLY ALIGNED RETROSETTER X 7" HIGH NOMINALLY	20100	Ford, Cambridge	FORD MODEL #R1CZ07BCRCH-F-NL-CAMBRIDGE 6010NL-2010UCN	50	\$207.00	0%	\$207.00		\$10,350.00	\$0.00	0%	\$0.00	\$0.00	\$10,350.00	
b.	1" DUC W/VERTICALLY ALIGNED RETROSETTER X 8" HIGH NOMINALLY	102706	Ford, Cambridge	FORD MODEL #R1CZ08BCRCH-F-NL-CAMBRIDGE 6010NL-2008UCN	50	\$477.85	0%	\$477.85		\$23,892.50	\$0.00	0%	\$0.00	\$0.00	\$23,892.50	
c.	For 5/8" x 3/4" Meter DUC W/OFFSET RETROSETTER X 4-1/2" HIGH NOMINALLY	20101	Ford, Cambridge	FORD MODEL #R1CZ04BCRCH-F-NL-CAMBRIDGE 6010NL-2004UCN	300	\$207.80	0%	\$207.80		\$62,340.00	\$0.00	0%	\$0.00	\$0.00	\$62,340.00	
d.	For 1" Meter DUC W/OFFSET RETROSETTER 4-1/2" HIGH NOMINALLY	20118	Ford, Cambridge	CAMBRIDGE MODEL #011NL-4MMUCN	300	\$477.85	0%	\$477.85		\$143,355.00	\$0.00	0%	\$0.00	\$0.00	\$143,355.00	
SUB-GROUP 4.2	DUAL CHECK VALVE (DUC) RETROSETTER PARTS															
a.	For 1" to 3/4" Meter DUC Check Regulator Kit (2) cartridges, 1 gasket	21728	Ford, Cambridge	FORD HPC-2-Cartridge Kit - 1.5" SKIT	6000	\$30.33	0%	\$30.33		\$181,980.00	\$0.00	0%	\$0.00	\$0.00	\$181,980.00	
b.	For 2 1/2" to 3" Meter, Plastic Spacer for Cap	21813	Ford, Cambridge	FORD HPC-2-Spacer	500	\$3.54	0%	\$3.54		\$1,770.00	\$0.00	0%	\$0.00	\$0.00	\$1,770.00	
c.	For 1" Meter, Cap-LG	21174	Ford, Cambridge	FORD HPC-2-CAP-LG	25	\$19.96	0%	\$19.96		\$499.00	\$0.00	0%	\$0.00	\$0.00	\$499.00	
d.	For 1" Meter DUC Check Regulator Kit (2) cartridges, 1 gasket and 1 Cap	21798	Ford, Cambridge	FORD HPC-2-Cartridge Kit - 1.5" SKIT	600	\$38.01	0%	\$38.01		\$22,806.00	\$0.00	0%	\$0.00	\$0.00	\$22,806.00	
SUB-GROUP 4.3	METER RESETERS															
a.	5/8" x 3/4" Meter with 7" High Meter Reseter	20541	Ford, Cambridge	FORD W/VERTICALLY ALIGNED RETROSETTER 6010NL-2007UCN	25	\$128.33	0%	\$128.33		\$3,208.25	\$0.00	0%	\$0.00	\$0.00	\$3,208.25	
b.	5/8" x 3/4" Meter with 8" High Meter Reseter	21404	Ford, Cambridge	CAMBRIDGE W/VERTICALLY ALIGNED RETROSETTER 6010NL-2008UCN	20	\$127.44	0%	\$127.44		\$2,548.80	\$0.00	0%	\$0.00	\$0.00	\$2,548.80	
c.	1" Meter with 12" High Reseter	20982	Ford, Cambridge	CAMBRIDGE 6010NL-412UCN UCN	20	\$229.35	0%	\$229.35		\$4,587.00	\$0.00	0%	\$0.00	\$0.00	\$4,587.00	
<b>GROUP 4 TOTAL</b>										<b>\$393,530.55</b>						
<b>ANNUAL TOTAL BID FOR GROUPS 1,2,4 &amp; Unspecified 3-Year Bid Total</b>										<b>\$413,530.55</b>						
										<b>\$1,240,591.65</b>						

PINELLAS COUNTY BID SUMMARY TABLE	
ALTERNATE MANUFACTURER (Must Match Group)	PERCENT DISCOUNT OR COPIES OF MARKING
Group 4	0.00%
Unspecified Materials - Unspecified Materials are materials that the County may require during the term of the contract that are not specifically identified in the bid documents and are to be provided at the discretion of the County.	
Pinellas County Estimated Annual Unspecified Materials	\$ 20,000.00
MSRP Discount	30.00%



## AGREEMENT

**EXHIBIT D - PAYMENT/INVOICES****PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Contractor Information**            Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To**            Billing address to which you are requesting payment be sent

**Invoice Date**    Creation date of the invoice

**Invoice Number**        Company tracking number

**Shipping Address**    Address where goods and/or services were delivered

**Ordering Department**    Name of ordering department, including name and phone number of contact person

**PO Number**        Standard purchase order number

**Ship Date**        Date the goods/services were sent/provided

**Quantity**        Quantity of goods or services billed

**Description**        Description of services or goods delivered

**Unit Price**        Unit price for the quantity of goods/services delivered

**Line Total**        Amount due by line item

**Invoice Total**    Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## AGREEMENT

## **EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  1. Requesting department for this purpose is defined as the County department for whom the work is performed.
  2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

AGREEMENT

EXHIBIT F - AFFIDAVIT OF COMPLIANCE

MATERIALS MANDATORY AFFIDAVIT OF COMPLIANCE
Provide with Bid Submittal
Backflow Prevention Assemblies for Groups 1,2,& 4 (REBID)

Name: Craig Pearce

Title: Outside Sales

Company: Ferguson Ltd Holdings Inc, Ferguson Enterprises LLC / DSA Ferguson Waterworks

I, Craig Pearce (Name), certify:

- 1. That I hold the above position with the above company and have been formally authorized through its governance system as an authorized representative to act for and on behalf of the company to create this affidavit.
2. That I have carefully examined the Invitation to Bid for Backflow Prevention Assemblies, Devices and Parts for Utilities Technical Services - Bid Number 22-0562-B-BW document.
3. That I hereby submit this bid to sell and deliver said materials to the Pinellas County Board of County Commissions strictly in accordance with the specifications herein including the requirements of Section E - Specifications.
4. That the backflow materials provided by the above company are in compliance with the most current regulatory requirements and standards including those for low-lead drinking water conveyance materials and food additive standards for coatings.

Dated: 7/20/22

Ferguson Waterworks
(Company Name)

By: [Signature]
(Signature/Title of Authorized Representative)

STATE OF FLORIDA
COUNTY OF PINELLAS Manatee

I, the undersigned Notary Public, do hereby affirm that Craig Pearce (Name) personally appeared before me on the 21st day of July (Month) 2022 (Year), and signed the above Affidavit in his/her capacity as Outside Sales (Title) of Ferguson Waterworks (Company) on behalf of such company.

[Signature]
Notary (Name)

My Commission expires: 11/14/2024 (Date)

