

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this 22 day of June, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Core & Main LP, (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to Contract No. 21-0249-B-BW („ITB“) for Water Meter Boxes, Lid Materials, and Accessories - Tampa Bay Area Purchasing Cooperative Contract services; 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 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 Standard 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 Exhibit A (“Statement of Work”) 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. 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 in Section 3, and the insurance coverage(s) required in Section 13, within ten (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.

**3. 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 Maintenance Division Director - 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.** 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 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.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on

the Effective Date; or

and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("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 Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

The County agrees to pay the Contractor the not-to-exceed sum of \$5,147,784.85 for the sixty (60) month term with an estimated average annual expenditure of \$1,029,556.97, for Services completed and accepted as provided in Section 15 herein payable on fixed fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The following municipalities are cooperative participants of this Tampa Bay Area Purchasing Cooperative (Cooperative) contract: the City of Pinellas Park.

The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$149,129.22 for the sixty (60) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$5,296,914.07.

**B. Travel Expenses.**

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

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

**D. Payments.** 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 (select appropriate box):

the designated person as set out in Section 18 herein;

**6. Personnel.**

**A. E-Verify.** The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. 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 Subcontract 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 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 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 Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. 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: (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 Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (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 thirty (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 Section



7.A.1.(iii), 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 Section 9 (Confidential Information); or (iii) 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 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.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

**8. 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 Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

**9. 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 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 contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (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.

**11. 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.

**12. 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 state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

**A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, 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; except only such injury or damage as shall have been occasioned 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.

**14. 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 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.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Maintenance Division Director - Utilities or designee, will have ten (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 Core & Main LP. 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 seven (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 seven (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. 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 any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. 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 (iii) 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:  
Allan Bollenbacher  
Maintenance Division Director - Utilities  
6730 142<sup>nd</sup> Avenue North  
Largo, FL 33771  
abollenb@pinellascounty.org

For Contractor:

Attn: Susan Reed  
Core & main LLC  
6525 N US Highway 301  
Tampa FL, 33610

with a copy to:

Merry Celeste  
Division Director of Purchasing and Risk Management  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
mceleste@pinellascounty.org

**19. 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.

**20. 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.

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

**22. 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.

**23. Applicable Law and Venue.** This Agreement 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.

**24. 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.

**25. 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.

**26. 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.

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

*(Signature Page Follows)*

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

*Dave Eggers*  
By

Dave Eggers, Chair, Board of County Commissioners

Core & Main LP

Name of Firm

By: *Susan Reed*  
Signature

Susan Reed  
Print Name

Municipal Sales Coordinator  
Title

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

By: *Richard Caputo*  
Deputy Clerk



Approved as to Form

**APPROVED AS TO FORM**

By: *Keiah Townsend*  
Office of the County Attorney  
Office of the County Attorney

## EXHIBIT A

## STATEMENT OF WORK

**SPECIFICATIONS****A. OBJECTIVE**

Pinellas County Utilities (PCU) Technical Services seeks to establish a contract to supply the following groups of potable and reclaimed water meter box and lid materials for installation in green spaces and parking areas:

- Group A – PCU Water Meter Boxes
- Group B – PCU Water Meter Box Lids
- Group C – PCU Emergency Materials
- Group D - PCU Replacement Water Meter Box Lids
- Group E – PCU Miscellaneous Water Boxes
- Group F – PCU Reclaimed Water Service Boxes
- Group G - Pinellas Park Water Meter Boxes and Lids

to be ordered as and when required.

**B. BACKGROUND**

PCU Technical Services is a section consisting of thirty (30) employees within the Utilities Maintenance Division. PCU Technical Services supports two (2) major functions for purposes of this contract; 1) Potable Water and 2) Reclaimed Water under the direction of the Director of Utilities who reports to an Assistant County Administrator.

PCU Technical Services provides water metering, backflow prevention, water pressure studies, and other engineering technical services directly to a residential and commercial client base of approximately 112,000 customers consisting of approximately 360,000 citizens 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 County may request delivery to any location within Pinellas County as designated at the time of ordering. The warehouse delivery location will be designated by PCU. The warehouse locations are as follows:

Pinellas County Utilities - South  
GMD South, Building A  
6730 142<sup>nd</sup> Avenue North  
Largo, FL 33771

Pinellas County Utilities - North  
North Field Services Building  
3900 Dunn Drive  
Palm Harbor, FL 34683

The current work management system used by PCU is Cityworks. Cityworks is the primary program for managing inventory, scheduling maintenance of the infrastructure, creating requisitions, and issuing materials to trucks (aka rolling warehouses). Cityworks interfaces with the County's Oracle accounting and costing software. Inventory is tracked and purchased based on the information provided in Cityworks.

**C. CONTRACTOR REQUIREMENTS:**

1) Regulatory Requirements and Industry Standards - All potable and reclaimed water meter boxes and lids 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. Materials that do not comply with regulatory requirements and industry standards shall be rejected.

2) 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 Contractor Representative, notarized, and submitted with the bid proposal (Attachment A). Within three (3) weeks of bid award, the successful bidder shall submit a certificate of meter box and lid testing compliance with ANSI/SCTE-77 (latest accepted version). Specification for Underground Enclosure integrity standards for every type and size of meter box and lid.

## EXHIBIT A

## STATEMENT OF WORK

Shop Drawing Submittal – The successful bidder shall submit shop drawings meeting the Materials Specifications described herein for each type and size box enclosure box and lid. These shop drawings shall be signed and sealed by a Florida license and registered engineer and shall be submitted no later than three (3) weeks after the award of bid.

4) Certificate of Compliance – **Bidder shall submit a certificate of compliance** with ANSI/SCTE-77 (latest accepted version) Specification for Underground Enclosure Integrity standards for every type and size of meter box and lid, to be submitted by the successful bidder no later than three (3) weeks after award of bid.

5) Parts - All replaceable parts, of the same size and model, shall be interchangeable with the original parts.

6) Post Award Material Specifications Compliance Requirement - After award of contract, all suppliers and contractors providing services/products under this contract shall actively follow PCU's published material specifications manuals. 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 who 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 box(es) and for pick-up of the defective box(es). The contractor shall be responsible for reimbursing the County 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 ample quantities of 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) Contractor 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. Such 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 will 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.

**D. DELIVERABLES**

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 meter boxes, lids and parts shall be clearly marked with the Purchase Order Number, the name of employee requesting the materials, and cross reference all items to the County Part Number listed for each item in this contract. Cooperative members will be responsible for their own purchase orders and payments.



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- 2) Increase Effectiveness through Contractor Collaboration - The contractor 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) Quarterly Business Review Meeting - The contractor will participate in development of contract performance measures and targets with Technical Services and the Maintenance Division Warehouse. Contractor performance will be measured and tracked against these targets. Performance will be reviewed quarterly to discuss performance results, trends, gaps in meeting targets, and corrective action plans. Examples of possible performance measures might be "number of items supplied", "number of orders supplied", "percent of orders received on time", "number of supply/delivery/invoice errors", "dollars to date for price increases", or "number of items back ordered to date".
- 4) 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 Group A, B, D, and E materials and accessories to the Maintenance Division warehouse within twenty (20) to twenty-five (25) business days of placement of an on-line order. Group C and other emergency orders shall be delivered within seven (7) to ten (10) business days. Shipments shall be accepted only between the hours of 8:00 A.M. and 3:00 P.M. on Monday through Friday inclusively (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 these bid documents, the shipment can be refused.
- 5) 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' well-being. The Contractor shall be available to furnish and deliver Emergency Part List Materials, shown in Group C, PCU Emergency Materials at any time. Materials from other Sub-Groups and materials not identified in the Section F - Bid Submittal may be required by PCU on an emergency basis. Emergency orders shall be delivered within seven (7) to ten (10) business days after receipt of order.

## EXHIBIT A

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SUPPLEMENTAL SPECIFICATIONS

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

**PCU WATER METER BOX AND LID REQUIREMENTS FOR GROUPS A, B, C, D, E and F**

The requirements below pertain to all Pinellas County Utilities meter and service boxes. Special requirements are provided within the materials groups below.

Standard Boxes

Pinellas County Utilities has five (5) standard meter box sizes for potable and reclaimed water metered and unmetered services. Drawings and engineering specifications for these boxes can be found in Attachment B-("Pinellas County Utilities Materials Specifications Section J: Service Boxes and Enclosures").

Box Dimensions

The dimensions shown in these drawings are the minimum inside dimensions at the inside bottom of the box. The box can be slightly larger than the dimensions shown; however, due to tight installation space constraints at many locations, none of these dimensions can be more than ten percent (10%) greater in any direction.

Matched Boxes and Lids

Only a lid designed and tested for a given box, shall be used on that box. The box and lid are designed and tested together to meet American National Standards Institute (ANSI)/Society of Cable Telecommunications Engineers (SCTE) 77 (latest accepted version) Specification for Underground Enclosure Integrity load rating requirements. Boxes and lids that meet ANSI/SCTE-77 Tier 8 (latest accepted version) shall have a 2-1/4" high x 1-1/2" wide "G" embossed in the lid and stenciled on the exterior side of the box in black to indicate this load rating. Boxes and lids that meet ANSI/SCTE-77 Tier 22 (latest accepted version) shall have a 2-1/4" high x 1-1/2" wide "P" embossed in the lid and stenciled in black on the exterior side of the box to indicate this load rating. Mixing boxes and lids negates the integrity of the Standards and may cause structural failure. As a result, only lids designed and tested to meet ANSI/SCTE-77 Tier 8 load ratings with a specific Tier 8 (latest accepted version) box shall be installed and considered acceptable and only a lid designed and tested to meet ANSI/SCTE-77 Tier 22 (latest accepted version) load ratings with a specific Tier 22 box shall be installed and considered acceptable.

Standards Verification

The selected contractor shall submit shop drawings for each size and type of meter box and lid, and shall submit a certificate of compliance with ANSI/SCTE-77 Tier 8 and Tier 22 (latest accepted version) with the shop drawings. These shop drawings and certificates shall be submitted by the successful bidder no later than three (3) weeks after the award of bid.

Load Rating Required

- a. Green Space - Boxes and lids may be used for potable or reclaimed applications in grass and landscaped areas (Green Spaces) where they may be impacted by mowing equipment crossing over them. All boxes and lids in Green Spaces shall meet ANSI/SCTE-77 Tier 8 (latest accepted version) load ratings.
- b. Parking Areas - Boxes and lids may be located in driveways, parking lots and sidewalks (Parking Areas) subject to intermittent traffic impacts. All boxes and lids in Parking Areas shall meet ANSI/SCTE-77 Tier 22 (latest accepted version) load ratings. Lids meeting ANSI/SCTE-77 Tier 22 (latest accepted version) shall be a solid design (no meter read access covers).

Box Material

Boxes and lids shall be made of a mixture of polymer concrete and fiberglass reinforced material. Group A Table Boxes 1 - 4 from *Group A Table PCU STANDARD METER BOXES* shall be of a straight wall design with an integral bottom flange curved inward a minimum of 1.25" and maximum of 1.50" wide per wall to prevent settling. Contractors desiring to submit boxes made of other materials may request Approved Product testing.

Mouse Holes

All boxes except Box 3 "type B" shall include one (1) mouse hole centered at each end; mouse holes for Box 5 shall be 2-1/2" wide x 6" high; mouse holes for Boxes 1, 2 and 4 shall be 2-1/2" wide x 4" high; and mouse holes for Box 3 shall be 3" wide x 6" high.

Approximately 85% of the total quantity of Box 3 in Green Spaces will be Box 3 "type A" (Drawing J5) and shall have one mouse hole (3" wide x 6" high) centered at each end. The remaining quantity of Box 3 in Green Spaces will be Box 3

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

“type B” (Drawing J5.1) which shall have two 3” wide x 6” high mouse holes at each end for special applications such as parallel backflow assemblies in one box and will comprise about 15% of Box 3 in Green Space.

See *Group A Table - PCU STANDARD METER BOXES* and *Group F Table – PCU Reclaimed Water Service Boxes* for a listing of mouse holes.

“V” Slots – Box lips in Green Spaces shall have 2 “V” slots on each of the four box sides equally spaced for drainage. The “V” slots shall be ¾” wide at the inside edge of the lip and through the thickness of the lip in the shape of a “V”. The “V” slot shall come to a point at the wall.

Lids General

For Boxes 1, 2, 3, and 4 without hinged lids; lids shall fit securely in the box, not float off the meter box during heavy rains or flooded conditions and shall **NOT** contain rebar in the lid.

All Box 1, 2 and 3 lids shall be a minimum of 2” thick for boxes and have a lifting slot. All Box 4 lids shall be a minimum of 1-3/4” thick.

Lids for Boxes 1 through 5 shall be embossed “PCU” and patterned with a non-skid surface. Parking Area lids, not having a meter read access cover, shall also be embossed “WATER METER” as required. Box lids shall be embossed as “BLOW OFF”, “VALVE”, “POTABLE” and “SANITARY” as required. Embossed letter size shall be 0.75” high x 0.50” wide minimum. All embossing shall be a minimum of ¼” deep.

All lids, except the automatically closing and latching lid for Box 5 for unmeasured reclaimed water, shall have a ¾” wide by 2” long pick hole.

Lids for Potable water and Sanitary sewer applications shall be natural concrete in color.

Knock-Out Hole – All Green Space Potable Water application meter box lids shall have a 2-inch diameter plugged knock out hole centered in a 4-1/2” diameter recessed area that is recessed 5/16” as shown on Drawing J10 in Attachment B. Contractor shall submit lid design drawing for knockout hole and recess approval prior to manufacturing.

Meter Read Access Covers

Meter read access covers shall be provided for Box 1 (J2), Box 2 (J3), Box 3 (J5), and Box 4 (J4) in Green Space applications. Meter read access covers shall not be provided in Parking Areas. Meter read access covers shall have a hinged 6” x 9” cast iron meter reading access cover centered over the meter, 4-1/2” from the end of the box lid and shall be cast with the wording “WATER METER”. Hinge pins shall be stainless steel or solid brass.

Reclaimed Water Lids

All Reclaimed water lids for Boxes 1, 2, 3, and 5 shall be purple in color (Pantone 522 C) and the color shall be “Through Color” for the full depth of the lid. The lid shall be permanently embossed with the wording “RECLAIMED WATER DO NOT DRINK” in English and Spanish “NO BEBER” along the upper half section of the lid and shall have the International “DO NOT DRINK” Symbol embossed on the lid.

International Do Not Drink Symbol

The symbol shall be 3-1/2” in diameter minimum for Boxes 1, 2, 3 and 5.

Separate Pay Items

Lids shall be supplied as a separate pay item from boxes.

Preparation for Delivery

Meter boxes shall be palletized, shrink-wrapped, and banded for delivery to the County.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****GROUP A - PCU WATER METER BOXES**

Where reference is made to 3/4" water meters in the bid documents, the meters are 5/8" x 3/4" water meters.

The same boxes are used for potable and reclaimed water; however, the box lids are different for potable versus reclaimed water and are different for green spaces versus parking areas. See the *GROUP A TABLE - PCU STANDARD METER BOXES* below for more information on meter boxes.

**GROUP A TABLE - PCU STANDARD WATER METER BOXES**

<b>BOX NUMBER FOR GREEN SPACE AND PARKING AREA APPLICATIONS (PCU Material Specification Section J #)</b>	<b>MINIMUM INSIDE BOTTOM BOX DIMENSIONS (Width x Length x Depth)</b>	<b>TWO (2) MOUSE HOLES* (One Centered at Each End)</b>	<b>METER/BACKFLOW HOUSED IN BOX, BUT NOT LIMITED TO:</b>
Box 1 (J2 and J2.1)	11" x 21" x 12"	2-1/2" Wide x 4 "High	5/8" x 3/4" meters
Box 2 (J3 and J3.1)	13" x 24" x 12"	2-1/2" Wide x 4 "High	1" meters
Box 3 "type A" (J5 and J5.1)	17" x 30" x 12"	3" Wide x 6" High	1-1/2" and 2" meters, flanged and threaded; 1-1/2" and 2" Double Check Valve Backflow Prevention Assembly (DCVA); Potable Water and Reclaimed Water Blow-Offs.
Box 3 "type B" (J5)	17" x 30" x 12"	*Except Box 3" B" for Green Spaces only; Two (2) Mouse holes at each end sized 3" Wide x 6" High	3/4" or 1" parallel DCVAs in same box
Box 4 (J4 and J4.1)	11" x 32" x 12"	2-1/2" Wide x 4 "High	5/8" x 3/4" meter and DCVA or 1" meter and DCVA

The approved products for PCU meter boxes are a mixture of polymer concrete and fiberglass reinforced material made by:

**Approved Products for Boxes 1, 2, 3, and 4:**

1. Armorcast Product Company
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

**Approved Products for Box 5**

1. Armorcast Product Company
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

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**GROUP B - PCU WATER METER BOX LIDS**

These lids have been designed and tested with a specific meter box from Group A above. All boxes ordered from Group A shall be shipped with the appropriate lid from Group B (except for Blow-Off Box Lids described in Group E). Meter boxes from Group A and lids from Group B or shall be invoiced separately.

Group B lids will be used for potable and reclaimed water and shall meet the respective application requirements in *PCU METER BOX AND LID PERFORMANCE REQUIREMENTS* above. Group B lids shall be appropriately paired with a box to meet the load rating requirements of the green space or parking area application (i.e.. “Green Space Tier 8” lids must be engineered and supplied with Green Space boxes and Parking area Tier 22 lids must be engineered and supplied with Parking Area boxes.).

**GROUP B TABLE - PCU STANDARD WATER METER BOX LIDS**

BOX NUMBER	GREEN SPACE POTABLE WATER LID PART NUMBER	GREEN SPACE RECLAIMED WATER LID PART NUMBER	PARKING AREA POTABLE WATER LID PART NUMBER	PARKING AREA RECLAIMED WATER LID PART NUMBER
Box 1 (11"x21"x2")	31836	31837	31838	31839
Box 2 (13"x24"x2")	31820	31821	31822	31823
Box 3 (17"x30"x2")	31830	31831	31832	31833
Box 4 (11"x32"x1-3/4")	31826	NA	31827	NA

The approved products for PCU meter box lids are a mixture of polymer concrete and fiberglass reinforced material made by:

**Approved Products for Lids for Boxes 1, 2, 3, and 4:**

1. Armorcast Product Company
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

**GROUP C - PCU EMERGENCY MATERIALS**

An emergency may be caused by water, wastewater or reclaimed water pipeline breaks, hurricanes, or other infrastructure or natural disaster that impacts our citizens’ well-being. The Contractor shall be available to furnish and deliver PCU emergency materials consisting of Boxes 2, 3, and 4 and their respective lids for parking areas as described in PCU Meter Box and Lid Performance Requirements. Materials from other Groups and materials not identified in the Bid Submittal may be required by PCU on an emergency basis. Orders for Emergency Materials shall be delivered within **seven (7) to ten (10) business days after receipt of order**. The approved products for emergency materials are a mixture of polymer concrete and fiberglass reinforced material made by:

**Approved Products for Boxes 2, 3, and 4 and Lids:**

1. Armorcast Product Company
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

**GROUP D - PCU REPLACEMENT METER BOX LIDS**

Replacement meter box lids shall be furnished for existing boxes in compliance with the original meter box design and ANSI/SCTE-77 (latest accepted version) loading test requirements. Lid 1 is a replacement lid for a 5/8" x 3/4" residential parking area meter box with no meter read access lid with dimensions of 11" wide by 18" long by 2" thick. Lid 2 is a replacement lid for a 5/8" x 3/4" residential green space meter box with a meter read access cover and has dimensions of 11" wide by 18" long by 2" thick.

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**Replacement Lid 1 – Parking Area**

Lid 1 lids shall be 11" x 18" and shall be made of a mixture of polymer concrete and fiberglass reinforced polyester material. The lid shall fit securely in the box, not float off the box and shall **NOT** contain rebar in the lid. The lid shall be solid, without a meter read access cover and have permanent marking indicating the load rating. Lids that meet ANSI/SCTE-77 Tier 22 (latest accepted version) shall have a 2-1/4" high x 1-1/2" wide "P" embossed in the lid to indicate this load rating. The lid shall have a 3/4" wide X 2" long pick hole. All lids shall be embossed "PCU", "WATER METER" and patterned with a non-skid surface. The letter size shall be 0.75" high x 0.5" wide minimum. All embossing shall be a minimum of 1/4" deep. The lid shall be natural concrete in color. Copies of the meter box lid design drawings and evidence of passing ANSI/SCTE-77 Tier 22 (latest accepted version) load testing, shall be submitted by the selected bidder within three (3) weeks of bid award.

**Replacement Lid 2 – Green Space**

Lid 2 lids shall be 11" x 18" and shall be made of a mixture of polymer concrete and fiberglass reinforced polyester material. The lid shall fit securely in the box, not float off the box and shall **NOT** contain rebar in the lid. The lid shall have a hinged 6" x 9" cast iron meter reading access cover centered over the meter and located 4-1/2" from the end of the box lid with a slot of at least 1/2" – 1" to open the read cover and shall be cast with the wording "WATER METER". Lids that meet ANSI/SCTE-77 Tier 8 (latest accepted version) shall have a 2-1/4" high x 1-1/2" wide "G" embossed in the lid to indicate this load rating. The box lid shall also have a 3/4" wide X 2" long pick hole. All lids shall be embossed "PCU" and patterned with a non-skid surface. The letter size shall be 0.75" high x 0.5" wide minimum. All embossing shall be a minimum of 1/4" deep. The lid shall be natural concrete in color. Copies of the meter box lid design drawings and evidence of passing ANSI/SCTE-77 Tier 8 (latest accepted version) testing shall be submitted by the selected bidder within three (3) weeks of bid award. .

**Approved Products:**

1. Hubbell Incorporated (CDR Systems)

**NOTE:** Since these are replacement lids for existing boxes in the warehouse and the field and since boxes and lids are engineered as an assembly, the manufacturer of replacement lids must be the same manufacturer as that of the existing boxes. Therefore, only Hubbell Incorporated (CDR Systems) is approved for these replacement lids.

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**GROUP E PCU MISCELLANEOUS WATER BOXES****Potable Water and Reclaimed Water Blow-Off Box Lids, (17" x 30"), Parking Area Applications**

**Boxes and Lids** – Box 3 type A shown on J5.1 rated Tier 22 shall be provided as the blow-off box. The lid for the blow-off box shall meet the requirements shown on J7. Boxes and lids shall be designed and tested together to meet ANSI/SCTE- 77 Tier 22 (latest accepted version) and have labeling to indicate this load rating. Boxes and lids shall be made of a mixture of polymer concrete and fiberglass reinforced polyester material. Boxes and lids shall be delivered palletized, shrink-wrapped and banded. See Material Specifications J5.1 and J7 in Attachment B.

**Boxes** - Boxes shall be as described in J5.1 having a straight wall design with integral bottom flange curved inward a minimum of 1.25" and maximum of 1.5". The box shall have minimum outside dimensions as follows: 19" wide x 32" long measured at the top collar and 17" wide x 30" long measured at the box bottom. Overall depth of the box shall be 12" deep.

**Lids** - Lids shall be of a solid design and have a ¾" wide X 2" long pick hole. Embossed letter size shall be .75" high by .5" wide. All embossing shall be a minimum of ¼" deep. The lid shall be a minimum of 2" thick.

All potable water lids shall be embossed "PCU", "POTABLE", "BLOW-OFF" and patterned with a non-skid surface. Potable water lids shall be natural concrete in color.

All reclaimed water lids shall be embossed "PCU", "BLOW-OFF". Reclaimed water lids shall be purple in color (Pantone 522C). The purple color shall be "Through Color" for the full depth of the lid. The reclaimed water lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English, "NO BEBER" in Spanish, and have the international "DO NOT DRINK" symbol, 3-1/2" in diameter, embossed on the lid.

**Approved Products:**

1. Armorcast Product Company
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

**Valve Box, (24" x 24"), Parking Area Applications**

**Boxes and Lids** – Boxes and lids shall be designed and tested to meet ANSI/SCTE-77 Tier 22 (latest accepted version) and have labeling to indicate this load rating. Boxes and lids shall be made of a mixture of polymer concrete and fiberglass reinforced polyester material. Boxes and lids shall be delivered palletized, shrink-wrapped and banded. See Material Specifications J8 in Attachment B.

**Boxes** – Boxes shall have an integral bottom flange, curved inward a minimum of 1.75" wide to prevent settling. The box shall have straight walls. The boxes shall have minimum inside dimensions, NOT NOMINAL, 24" wide x 24" long measured at the bottom of the box. The overall box depth shall be 12" deep.

**Lids** - Lids shall be of a solid design and have a ¾" wide x 2" long pick hole. The lid shall be 2" thick. Embossed letters on lids shall be .75" high by .5" wide and .25" deep.

The covers for potable water shall be natural concrete in color, permanently embossed with the wording "PCU", "VALVE", "POTABLE".

The covers for sanitary sewer shall be natural concrete in color, permanently embossed with the wording "PCU", "VALVE", "SANITARY".

The reclaimed water lid shall be purple in color (Pantone 522C), the color shall be "Through Color" for the full depth of the lid. The lid shall be permanently embossed with the wording "VALVE", "RECLAIMED WATER DO NOT DRINK" in English and "NO BEBER" in Spanish. The reclaimed water lid shall have the international symbol for "DO NOT DRINK" embossed as a 3-1/2" diameter minimum.

**Approved Products**

1. Armocast Product Company
2. Hubbell Incorporated (CDR Systems) \_A04-2424-12
3. New Basis
4. Glassmasters
5. Or Approved Equal

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**GROUP F - PCU RECLAIMED WATER SERVICE BOXES**

The reclaimed water service boxes are Box 5 boxes as described in the table below and are used in Green Space applications only. Boxes and lids shall be made of a mixture of polymer concrete and fiberglass reinforced polyester material and meet ANSI/SCTE-77 Tier 8 (latest accepted version). See Material Specification J1 in Attachment B.

The boxes have an automatic closing and latching lid and are used for unmetered 1" residential reclaimed water applications and must meet the current requirements of the Florida Department of Environmental Regulation Rule 62-610.469(3) for reclaimed water hose bibs. The box shall be of an inward (ignore outward flare in drawing J1) flare wall design with an integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5" per wall to prevent settling. The lid and box top shall be purple in color (Pantone 522 C). The color shall be "Through Color" for the full depth of the lid and box top. The entire lid shall be solid and hinged to the box. All hardware, including the hinge pin, shall be made of either stainless steel or solid brass. A latching device shall be incorporated into the assembly so that a key is required to open the lid. An opening key shall be supplied with each box delivered.

The lid shall be embossed "PCU" and patterned with a non-skid surface. The lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER" along the upper half section of the lid and shall have the International "DO NOT DRINK" Symbol embossed on the lid. The International Do Not Drink Symbol shall be 3-1/2" in diameter minimum.

The lid shall have a 3/4" wide by 2" long pick hole. Boxes and lids shall be delivered palletized, shrink-wrapped and banded.

**GROUP F - TABLE - PCU RECLAIMED WATER METER BOXES**

BOX NUMBER FOR GREEN SPACE APPLICATIONS (PCU Material Specification Section J #)	MINIMUM INSIDE BOTTOM BOX DIMENSIONS (Width x Length x Depth)	TWO (2) MOUSE HOLES (One Centered at Each End)	METER/BACKFLOW HOUSED IN BOX, BUT NOT LIMITED TO:
Box 5 (J1)	16" x 21" x 12"	2-1/2" Wide x 6" High	1" Service boxes for unmetered residential reclaimed water

**Approved Products for Box 5**

1. Armocast Producrc Compant
2. Hubbell Incorporated (CDR Systems)
3. New Basis
4. Glassmasters
5. Or Approved Equal

**GROUP G CITY OF PINELLAS PARK METER BOXES AND LIDS**

**1. METER BOXES for 5/8" x 3/4" and 1" METERS (CITY OF PINELLAS PARK)**

The meter boxes shall be composed of a mixture of polymer concrete and fiber reinforced polyester. The boxes and lids shall be tested to meet the ANSI/SCTE-77 Tier 8 (latest accepted version).

The minimum inside dimensions shall be 18-1/2" long x 11-1/2" wide x 12" high (deep). The boxes shall include one (1) 2-1/2" x 6" mouse hole centered each end. The box shall be supplied with integral bottom flange a minimum 1.25" and maximum 1.5" wide curved inward per wall to prevent settling.

The boxes shall be furnished with a solid lid having a 1/2" x 1" pick hole and logo to read "PPWD". The box lids shall be 1-3/4" thick. The boxes and lids shall be natural concrete in color for potable water application.

The boxes and lids shall be shipped palletized, shrink-wrapped, and banded.

**Approved Products:**

1. Hubbell Incorporated (CDR Systems) WAOO-1118-12M

**2. METER BOXES FOR COMBINATION METER AND BACKFLOW (CITY OF PINELLAS PARK):**



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The meter box and lid shall be manufactured of a mixture of polymer concrete and fiber reinforced polyester. The boxes and lids shall meet the ANSI/SCTE-77 Tier 8 (latest accepted version) requirements.

The meter box shall have a minimum inside dimension of 11" wide x 32" long measured below the lid support. The meter box shall have a minimum inside dimension of 18-1/2" x 39-3/8" measured at the bottom. The box shall be 12" deep. The box shall have one (1) 2-1/2" x 3" mouse hole centered each end.

The lids shall be 1-3/4" thick, have a lifting slot, and have a logo to read "PPWD". All box lids will have a 6" x 9" cast iron meter reading access lid centered over the meter. The boxes and lids shall be natural concrete in color for potable water application.

The boxes and lids shall be shipped palletized, shrink-wrapped, and banded.

**Approved Products:**

1. Hubbell Incorporated (CDR Systems) WAOO-1132-12C

**3. REPLACEMENT LID FOR COMBINATION METER AND BACKFLOW BOX (CITY OF PINELLAS PARK):**

The polymer concrete and fiber reinforced polyester mixture meter box lids shall be designed and tested to meet the ANSI/SCTE-77 Tier 8 (latest accepted version) load rating.

The lid shall be natural concrete in color and patterned with a non-skid surface. The 1-3/4" thick lid shall be solid with a lifting slot and have a logo to read "PPWD". All box lids shall have a 6" x 9" cast iron meter reading access lid centered over the meter.

The lids shall be shipped palletized, shrink-wrapped, and banded.

**Approved Products:**

1. Hubbell Incorporated (CDR Systems) WAOO-1132-12C

**4. METER BOX LIDS FOR RECLAIMED WATER, RESIDENTIAL (PINELLAS PARK):**

The replacement of reclaimed water meter box lids for existing boxes shall meet or exceed the performance specifications of:

The lids shall be 11" x 18" and purple in color (Pantone 522C) through the entire depth of the lid and have a pick hole.

The lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER" along the upper half section of the lid and should have the international "DO NOT DRINK" symbol embossed on the lower left quadrant on the lid.

The wording "PPRWD" shall be embossed along the lower right quadrant of the lid. All embossing shall be a minimum of 1/4" deep. The letter size shall be 1-1/2" x 3/4" minimum and the symbol 3-1/2" in diameter minimum.

The lids shall be shipped palletized, shrink-wrapped, and banded.

**Approved Products:**

1. Hubbell Incorporated (CDR Systems) WAOO-1118-12M

**5. FLEXON JUMBO PLASTIC BOX AND LID**

A black plastic box and lid as pictured below that may also be called Highline or Pentek.

EXHIBIT A

STATEMENT OF WORK



**Approved Products:**

1. Carson 12201134
2. Or Approved Equal

6. **FLEXON JUMBO PLASTIC REPLACEMENT LID**

A black rectangular plastic lid as pictured above that may also be called Highline or Pentek.

**Approved Products:**

1. Carson
2. Or Approved Equal

7. **ROUND RECLAIM METER BOX AND LID, 10"**

A ten (10) inch diameter purple rectangular plastic box and lid as manufactured by Ametek or Carson and pictured below.



**Approved Products:**

1. Carson 09101030
2. Ametek
3. Or Approved Equal

**SERVICES AGREEMENT**

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8. **ROUND RECLAIM METER REPLACEMENT LID, 10"**

A ten (10) inch diameter purple rectangular plastic lid as manufactured by Ametek or Carson and pictured above.

**Approved Products:**

1. Carson 09104015
2. Ametek
3. Or Approved Equal

**SERVICES AGREEMENT**

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**ATTACHMENT A**

**MATERIALS MANDATORY AFFIDAVIT OF COMPLIANCE  
Provide with Bid Submittal  
Water Meter Boxes, Lid Materials, and Accessories - SGMD**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

I, \_\_\_\_\_ (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 all potable and reclaimed water meters and related parts and all backflow prevention assemblies, devices and related parts meet all current regulatory requirements; including those for accuracy testing, low lead standards for drinking water conveyance materials, food additive standards for coatings, and Factory Mutual Approved and Underwriter Laboratory approvals as appropriate.
3. That accuracy testing certification will be provided with every potable and reclaimed water meter delivered to Pinellas County Utilities.
4. That proof of material regulatory compliance shall be promptly provided to Pinellas County Utilities when requested.
5. That all potable and reclaimed water meters and related parts and all backflow prevention assemblies, devices and related parts will meet future regulatory requirements by the prescribed deadlines; including those for accuracy testing, low lead standards for drinking water conveyance materials, food additive standards for coatings, and Factory Mutual Approved and Underwriter Laboratory approvals as appropriate.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature/Title of Authorized Representative)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, the undersigned Notary Public, do hereby affirm that \_\_\_\_\_ (Name) personally appeared before me on the \_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year), and signed the above Affidavit in his/her capacity as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company) on behalf of such company.

\_\_\_\_\_  
Notary (Name)

My Commission expires: \_\_\_\_\_ (Date)

**SERVICES AGREEMENT**

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**Attachment B**

**Material Specifications**

**SECTION J:  
SERVICE BOXES  
&  
ENCLOSURES**

Created Date: 12/05/04 (JJS)  
Revised 0415/16 (BJR)  
Last Revised Date: 10/10/19(KPG)



Material Specifications  
Pinellas County  
14 South Ft. Harrison Ave.  
Clearwater, FL 33756

**SERVICES AGREEMENT**

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**Material Specifications**

**Section J: Service Boxes & Enclosures—Contents**

[J 1 Reclaimed Water Service Box, Un-metered Residential \(1"\)](#)

[J 2 5/8" X 3/4" Water Meter Box, 11" X 21" \( Green Space Applications\)](#)

[J 2.1 5/8" X 3/4" Water Meter Box, 11" X 21" \( Parking Area Applications\)](#)

[J 3 1" Water Meter Box, 13" X 24" \( Green Space Applications\)](#)

[J 3.1 1" Water Meter Box, 13" X 24" \( Parking Area Applications\)](#)

[J 4 Water Meter & Backflow Prevention Combination Meter Box, 11"X32"](#)

[Green Space Applications](#)

[J 4.1 Water Meter & Backflow Prevention Combination Meter Box, 11"X32"](#)  
[\(Parking Area Applications\)](#)

[J 5 Water Meter Box, 17" X 30" \(Green Space Applications\)](#)

[J 5.1 Water Meter Box, 17" X 30" \(Parking Area Applications\)](#)

[J 7 AND J 8 11x21 Blow-Off](#)

[J 10 Lid Details](#)

[J 11 Box Details](#)

Created Date: 12/05/04 (JJS)  
Revised Date: 04/15/16 (BJR)  
Last Revised Date: 10/10/19(KPG)



Material Specifications  
Pinellas County  
14 South Ft. Harrison Ave.  
Clearwater, FL



**SERVICES AGREEMENT**

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**Material Specifications**

**J1 – RECLAIMED WATER SERVICE BOX, NON-METERED RESIDENTIAL (1") :  
(GREEN SPACE APPLICATIONS)**

**Specification/ Material:**

- 1" Reclaimed water service box for unmetered, residential, shall meet or exceed the performance specifications of:
- Boxes and lids shall be tested to meet ANSI/SCTE-77 TIER 8 and have labeling to indicate this loading.
- Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.
- All hardware shall be brass or stainless steel.
- A latching device shall be incorporated into the assembly so that a key is required to open lid.
- The entire lid shall be solid and hinged to the box.
- The lid shall be manufactured to open less than 90degrees and shall open a min of 75°.
- The lid and box top shall be purple in color (Pantone 522 C). Color shall be "Through Color" for full depth of lid and box top.
- The lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English, Spanish "NO BEBER", and the international "DONOT DRINK" symbol along the upper half section of the lid.
- The wording "PCU" shall be embossed along the lower left quadrant of the lid.
- The letter size shall be .75" long X .5" wide minimum and the symbol 3.5" in diameter.
- Boxes to include 1-2.5" wide X 6" highmousehole centered each end.
- Box shall have an integral bottom flange curved inward a minimum of 1.25" wide and a maximum of 1.5" to prevent settling.

**Dimensions:**

- Box shall be a minimum 16" wide X 21" long measured at bottom of inside box.
- Box shall have minimum inside dimensions 11" wide X 16" long measured at the lid support.
- Overall depth of box shall be 12" deep.

**Include:**

- An opening key shall be supplied with each box.
- Boxes shall be palletized, shrink-wrapped and banded.

**Application:**

- For one-inch and one and one half-inch RCW residential services.
- See Material Specification J10 for lid details.



**Approved manufacturer products as modified to meet the above specifications:**

- ARMORCAST PRODUCT COMPANY
- HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)
- NEW BASIS
- GLASSMASTERS

Created Date: 12/03/04 (JJS)  
 Revised Date: 04/15/16 (BJR)  
 Last Revised Date: 10/10/19(KPG)




Material Specifications  
 Pinellas County  
 14 South Ft. Harrison Ave.  
 Clearwater, FL 33756

**SERVICES AGREEMENT**

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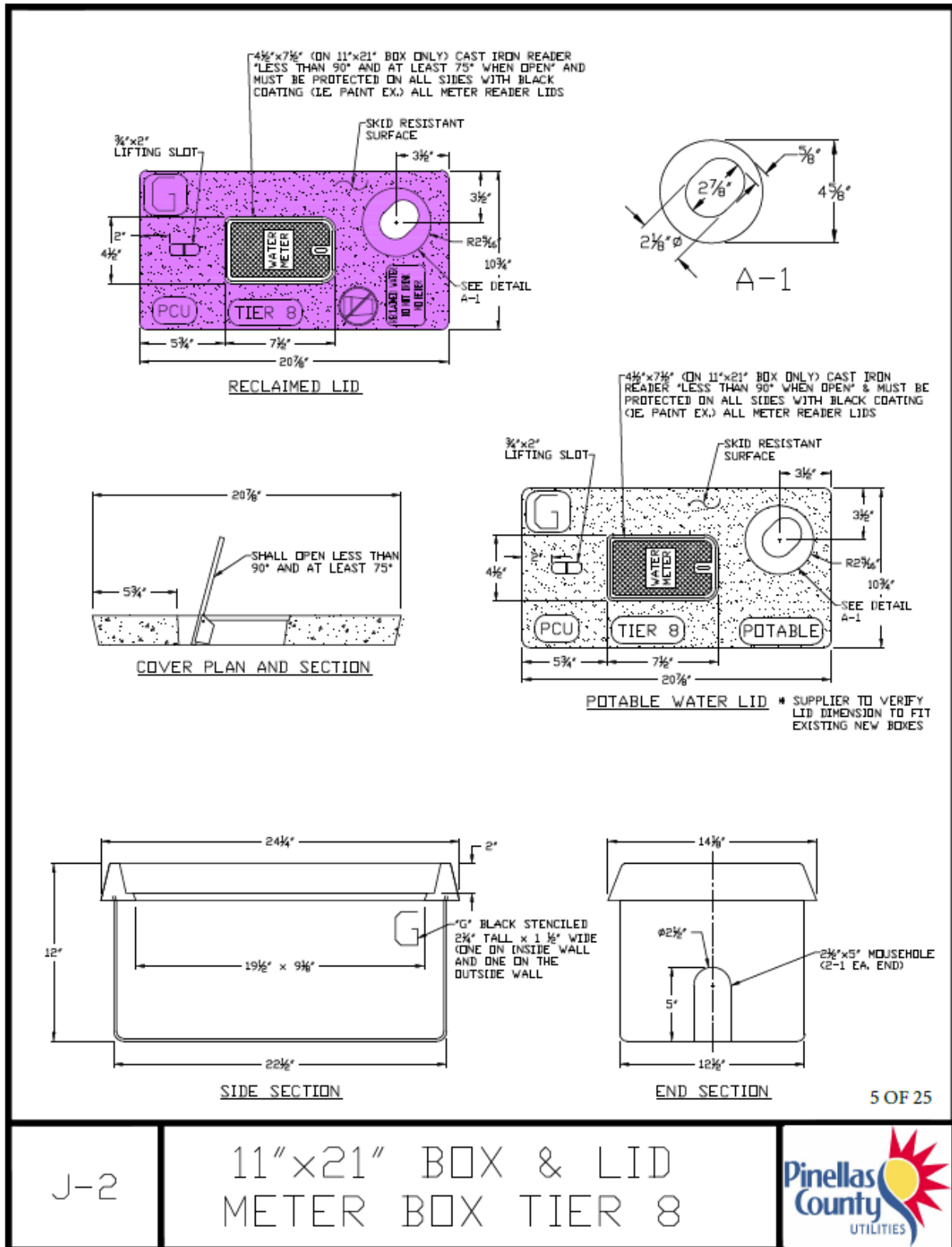
<b>Material Specifications</b>	
<b><u>J2 – 5/8" X 3/4" WATER METER BOX, 11" x 21" x 12"</u></b> <b><u>( GREEN SPACE APPLICATIONS): (PAGE 1 OF 2)</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• 5/8" X 3/4" water meter box 11" wide X 21" long, green space applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE-77 TIER 8 and have labeling to indicate this loading.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall have a hinged 4.5" wide X 7.5" long cast iron meter reading access cover centered over the meter, be cast with wording "WATER METER", and have a lifting slot.</li> <li>• The box lid shall have a 3/4" wide x 2" long lifting slot.</li> <li>• Boxes to include one 2.5" wide X 5" high centered mousehole each end.</li> <li>• All lids shall be embossed "PCU" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> <li>• Lids shall have a 2-1/8 x 2-7/8" diameter plugged knockout hole centered in a 4-5/8" diameter recessed area that is recessed 5/16".</li> <li>• The box lip shall have 2 "V" slots on each of the four box sides equally spaced for drainage. The "V" slots shall be 3/4" wide at the inside edge of the lip by 3/4" long and come to a point at the wall.</li> <li>• <b>Dimensions:</b></li> <li>• The lid shall be 2" thick.</li> <li>• Box shall have minimum outside dimensions as follows: 14" wide X 24" long measured at top collar &amp; 12" wide X 22" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Acceptable in green space applications <u>only</u>.</li> <li>• 5/8" X 3/4" metered services.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall</li> </ul>	<p>be "Through Color" for full depth of lid.</p> <ul style="list-style-type: none"> <li>• Lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</li> <li>• Lid shall have a 3-1/2" diameter international "DONOT DRINK" symbol embossed on the lid.</li> <li>• See Material Specification J10 for lid details.</li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• 2-1/4" tall by 1-1/2" wide "G" to be to be stenciled on the outside <u>and</u> inside of all greenspace boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>



**SERVICES AGREEMENT**

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**STATEMENT OF WORK**

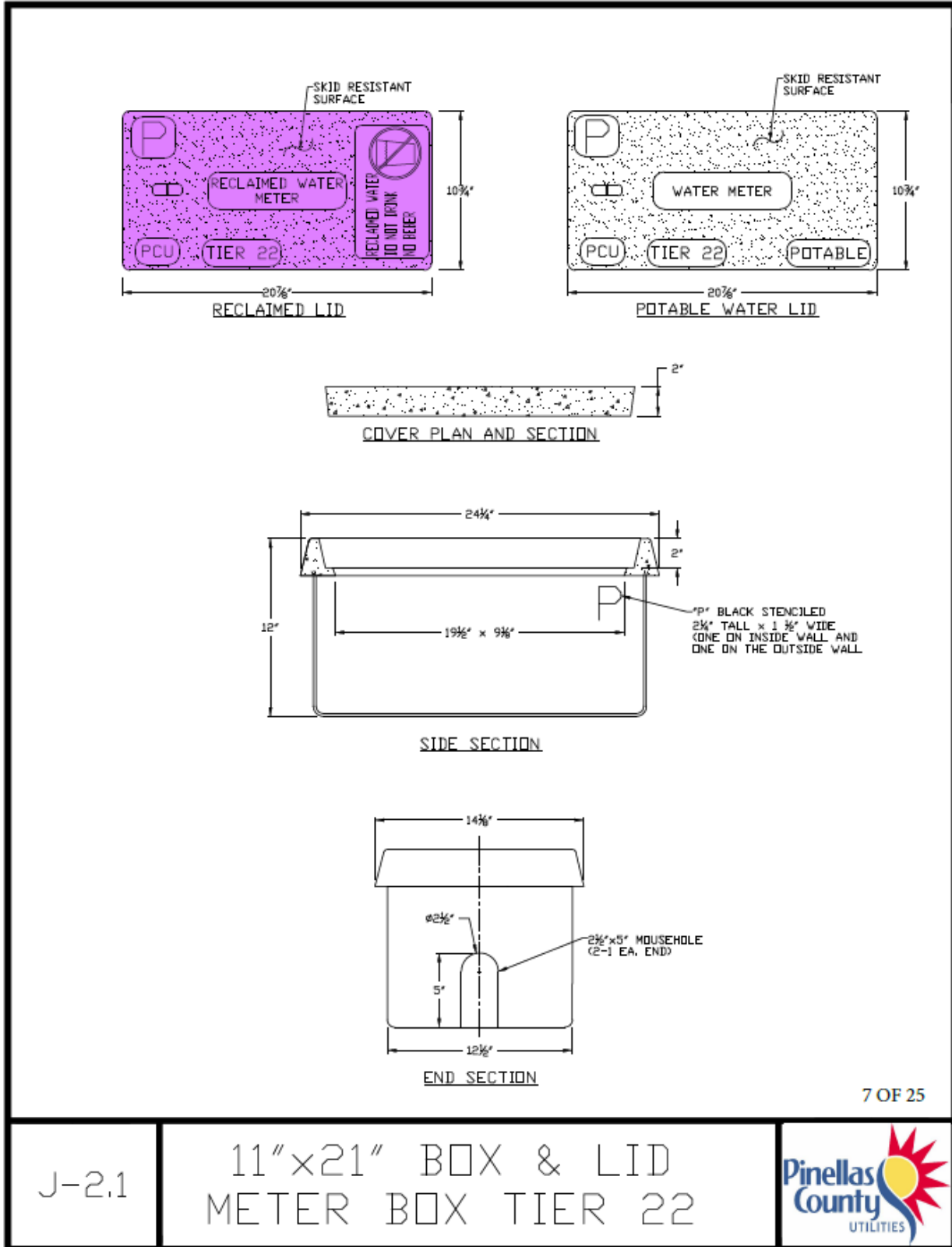




**SERVICES AGREEMENT**

**EXHIBIT A**


**STATEMENT OF WORK**



**SERVICES AGREEMENT**

**EXHIBIT A**

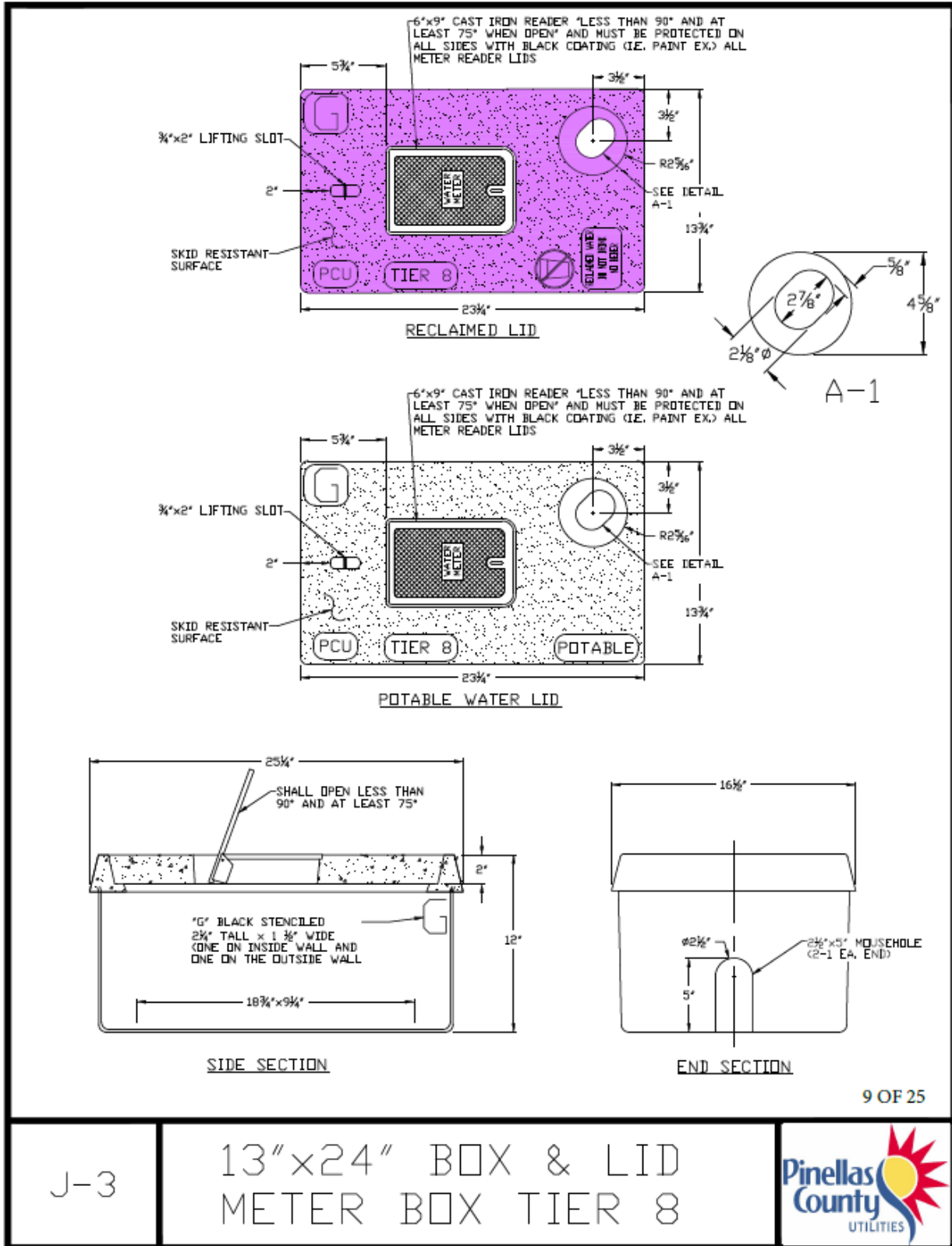
**STATEMENT OF WORK**

<b>Material Specifications</b>	
<b><u>J3 – 1" WATER METER BOX, 13"x 24"x12"</u></b> <b><u>( GREEN SPACE APPLICATIONS):</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• 1" water meter box 13" wide X 24" long, greenspace applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE-77 TIER 8 and have labeling to indicate this loading.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall have a hinged 6" wide X 9" long cast iron meter reading access cover centered over the meter, be cast with wording "WATER METER", and have a lifting slot.</li> <li>• The box lid shall have a 3/4" wide x 2" lifting slot.</li> <li>• Boxes to include one 2.5" wide X 5" high mousehole centered each end.</li> <li>• All lids shall be embossed "PCU" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> <li>• Lids shall have a 2" diameter plugged knockout hole centered in a 4-5/8" diameter recessed area that is recessed 5/16".</li> <li>• The box lip shall have 2 "V" slots on each of the four box sides equally spaced for drainage. The "V" slots shall be 3/4" wide at the inside edge of the lip by 3/4" long and come to a point at the wall.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be 2" thick.</li> <li>• Box shall have minimum outside dimensions as follows: 16" wide X 25" long measured at top collar &amp; 13" wide X 22" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Acceptable in green space applications <u>only</u>.</li> <li>• 1" metered services.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall</li> </ul>	<p>be "Through Color" for full depth of lid.</p> <ul style="list-style-type: none"> <li>• Lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</li> <li>• Lid shall have a 3-1/2" diameter international "DONOT DRINK" symbol embossed on the lid.</li> <li>• See Material Specification J10 for lid details.</li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• 2-1/4" tall by 1-1/2" wide "G" to be to be stenciled on the outside <u>and</u> inside of all greenspace boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>

**SERVICES AGREEMENT**

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**STATEMENT OF WORK**



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**STATEMENT OF WORK**

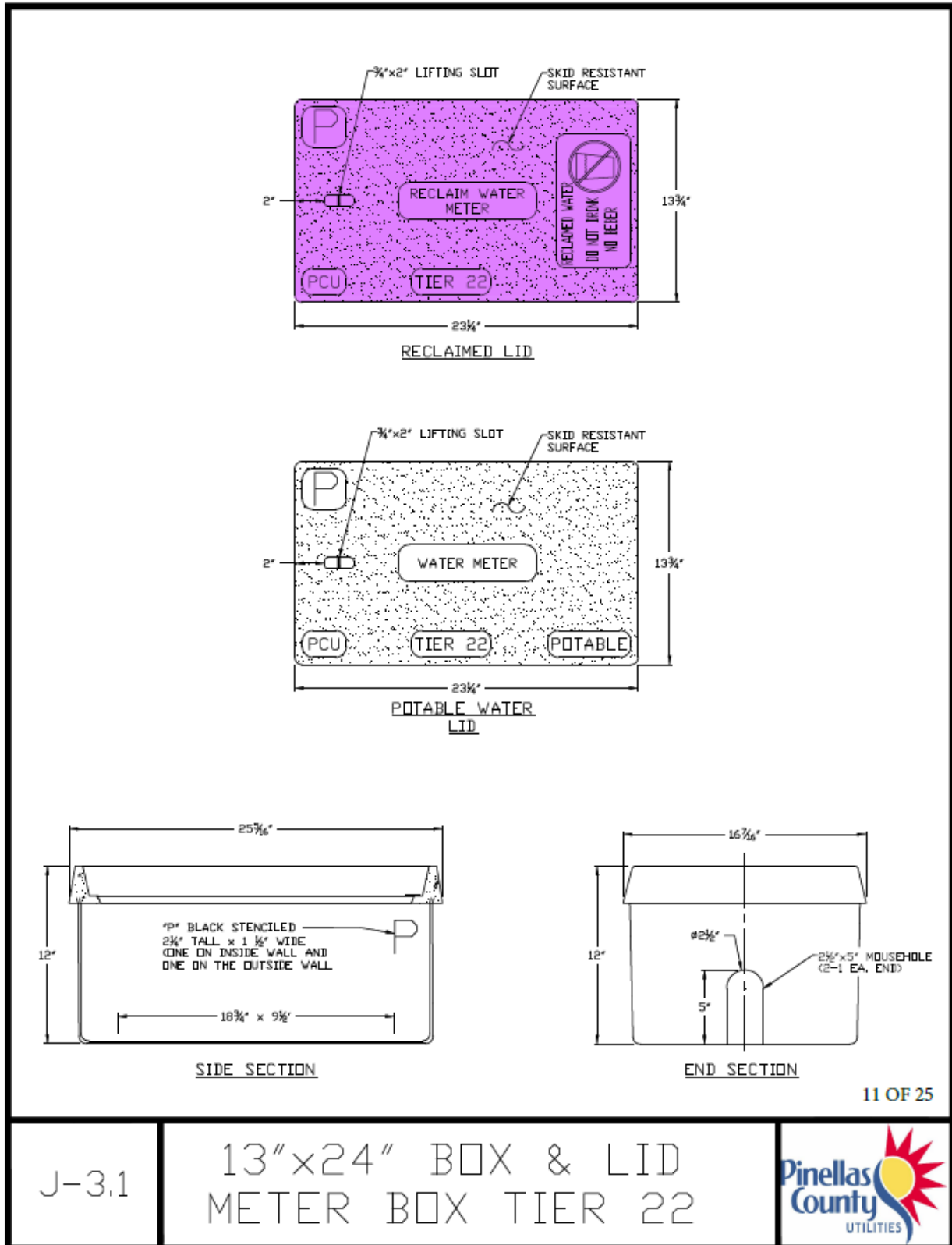
<b>Material Specifications</b>	
<b><u>J.3.1 – 1" WATER METER BOX, 13"x 24"x 12"</u></b> <b><u>( PARKING AREA APPLICATIONS):</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• 1" water meter box 13" wide X 24" long, parking area applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE-77 TIER 22 and have labeling to indicate this load rating.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall be a solid design.</li> <li>• The box lid shall have a 3/4" wide x 2" lifting slot.</li> <li>• Boxes to include one 2.5" wide X 5" high mousehole centered each end.</li> <li>• All lids shall be embossed "PCU", "WATER METER" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be a minimum 2" thick.</li> <li>• Box shall have minimum outside dimensions as follows: 18" wide X 25" long measured at top collar &amp; 13" wide X 22" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Required in parking area and acceptable in green space applications.</li> <li>• 1" metered services.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall be "Through Color" for full depth of lid.</li> <li>• Lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</li> <li>• Lid shall have a 3-1/2" in diameter international "DO NOT DRINK" symbol embossed on the lid.</li> <li>• See Material Specification J10 for lid details.</li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> </ul>	<ul style="list-style-type: none"> <li>• 2-1/4" tall by 1-1/2" wide "P" to be to be stenciled on the outside <u>and</u> inside of all parking boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33758</p>



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11 OF 25

J-3.1


13" x 24" BOX & LID  
METER BOX TIER 22



**SERVICES AGREEMENT**

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**STATEMENT OF WORK**

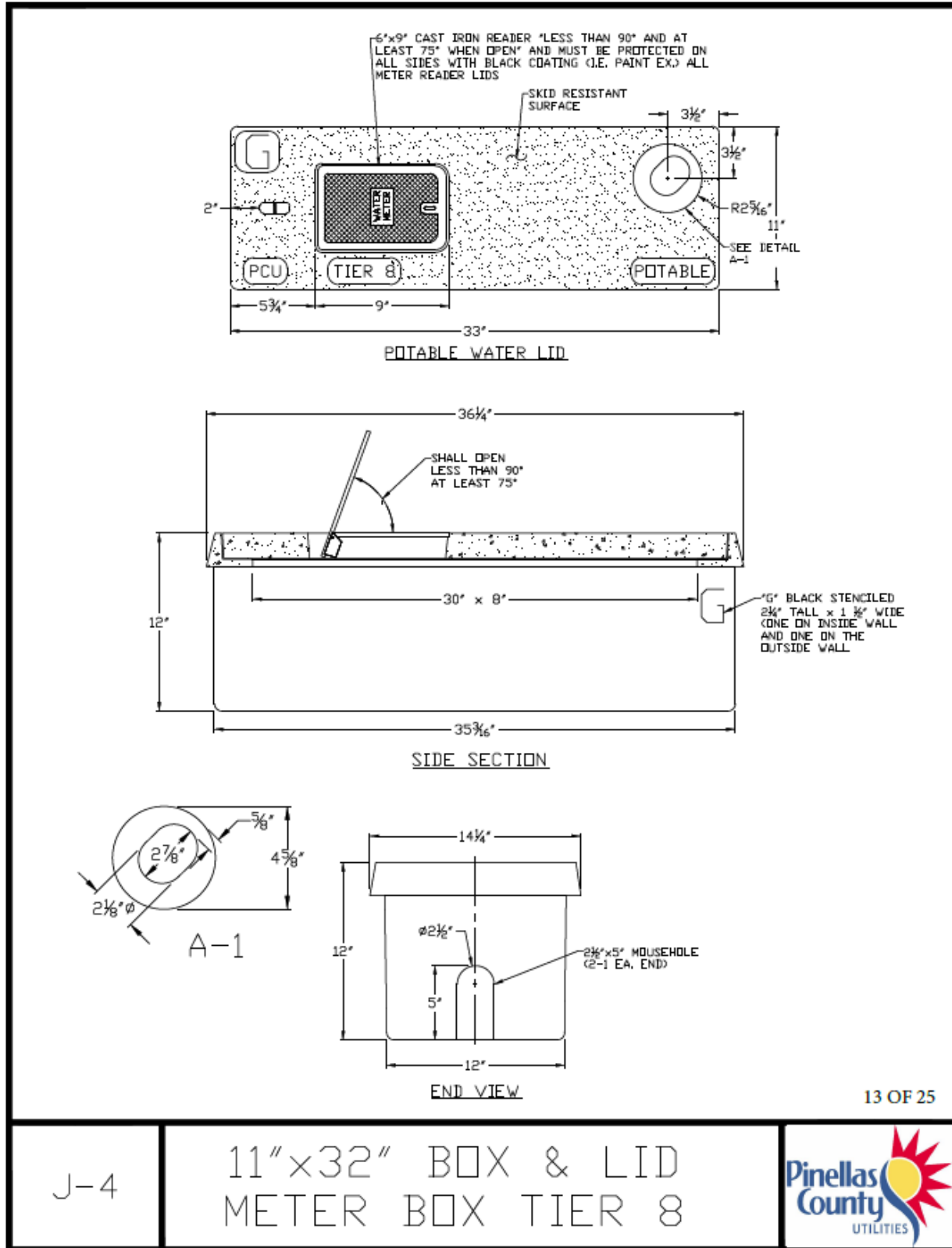
<b>Material Specifications</b>	
<b>J 4 – WATER METER &amp; BACKFLOW PREVENTION COMBINATION METER BOX, 11" x 32" x 12" (GREEN SPACE APPLICATIONS):</b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• Backflow &amp; water meter box 11" wide X 32" long, green space applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet AN SI/SCTE-77 TIER 8 and have labeling to indicate this loading.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall have a hinged 6" wide X 9" long cast iron meter reading access cover centered over the meter and located 3.0" from the end of lid, be cast with wording "WATER METER", and have a lifting slot.</li> <li>• The box lid shall have a 3/4" wide X 2" long lifting slot.</li> <li>• Boxes to include one 2.5" wide X 5" high mousehole centered each end.</li> <li>• All lids shall be embossed "PCU" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> <li>• Lids shall have a 2-1/8 x 2-7/8" diameter plugged knockout hole centered in a 4-5/8" diameter recessed area that is recessed 5/16".</li> <li>• The box lip shall have 2 "V" slots on each of the four box sides equally spaced for drainage. The "V" slots shall be 3/4" wide at the inside edge of the lip by 3/4" long and come to a point at the wall.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall have minimum thickness of 1-3/4".</li> <li>• Box shall have minimum outside dimensions as follows: 14" wide X 36" long measured at top collar &amp; 12" wide X 34" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Acceptable in green space applications <u>only</u>.</li> <li>• 5/8" X 3/4" meter &amp; DCVA assembly.</li> <li>• 1" meter &amp; DCVA assembly.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Include:</b></p>	<ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• See Material Specification J10 for lid details.</li> <li>• 2-1/4" tall by 1-1/2" wide "G" to be to be stenciled on the outside <u>and</u> inside of all greenspace boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>



**SERVICES AGREEMENT**

**EXHIBIT A**


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**SERVICES AGREEMENT**

**EXHIBIT A**

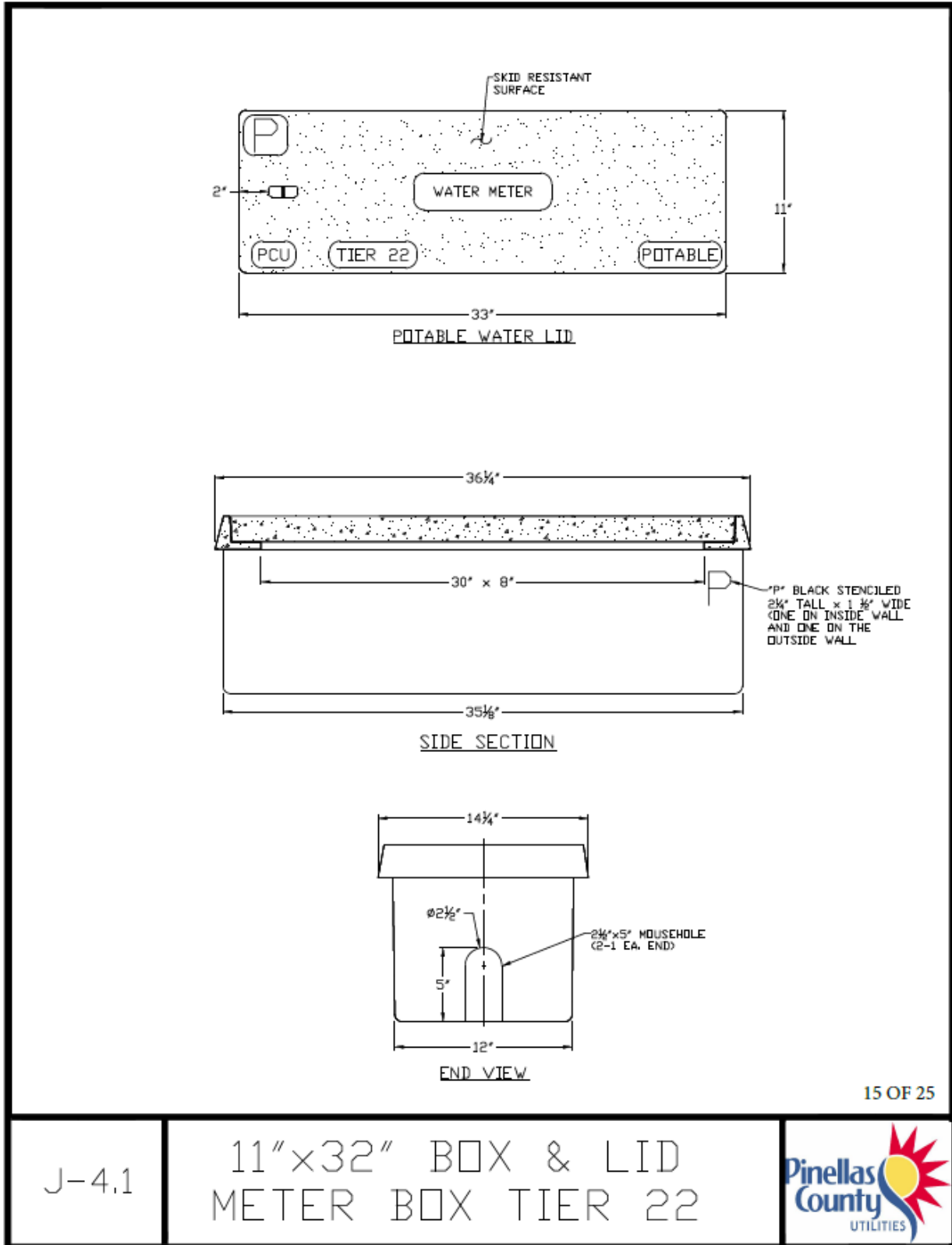
**STATEMENT OF WORK**

<b>Material Specifications</b>	
<b>J 4.1 – WATER METER &amp; BACKFLOW PREVENTION COMBINATION METER BOX, 11" X 32" X 12" (PARKING AREA APPLICATIONS):</b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• Backflow &amp; water meter box 11" wide X 32" long, parking area applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE—TIER 22 and have labeling to indicate this load rating.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall be a solid design.</li> <li>• The lid shall have a 3/4" wide X 2" long lifting slot.</li> <li>• Boxes to include one 2.5" wide X 5" high mousehole centered each end.</li> <li>• All lids shall be embossed "PCU", WATER METER" and patterned with a non-skid surface.</li> <li>• Letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall have minimum thickness of 1-3/4".</li> <li>• Box shall have minimum outside dimensions as follows: 14" wide X 36" long measured at top collar &amp; 12" wide X 34" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Required in parking areas and acceptable in greenspace applications.</li> <li>• 5/8" X 3/4" meter &amp; DCVA assembly.</li> <li>• 1" meter &amp; DCVA assembly.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• See Material Specification J10 for lid details.</li> </ul>	<ul style="list-style-type: none"> <li>• 2-1/4" tall by 1-1/2" wide "P" to be to be stenciled on the outside <u>and</u> inside of all parking boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>

SERVICES AGREEMENT

EXHIBIT A


STATEMENT OF WORK



**SERVICES AGREEMENT**

**EXHIBIT A**

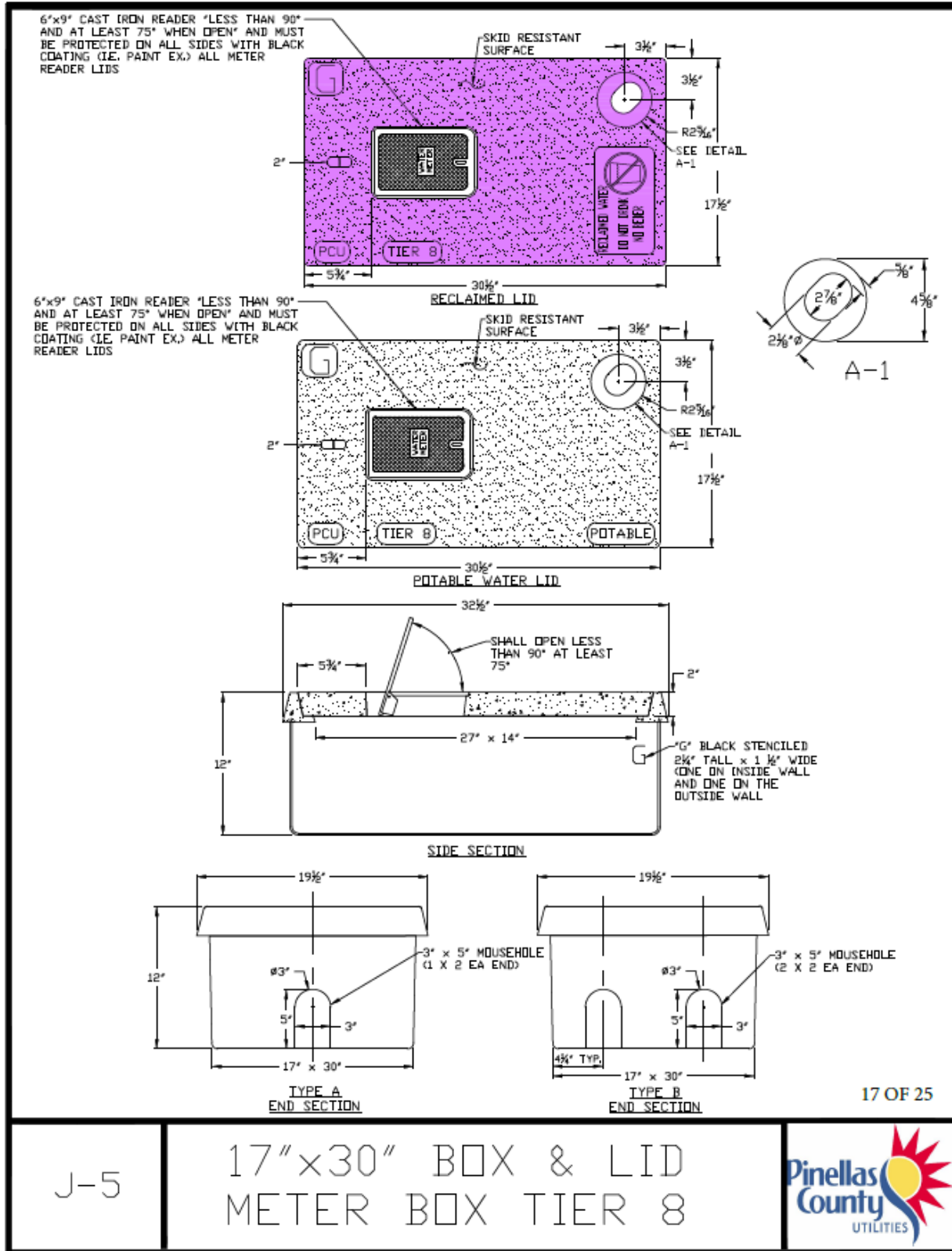
**STATEMENT OF WORK**

<b>Material Specifications</b>	
<b><u>J.5 – WATER METER BOX, 17" x 30" x 12"</u></b> <b><u>( GREEN SPACE APPLICATIONS)</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• Backflow &amp; water meter box 17" wide X 30" long, green space applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE—77 TIER 8 and have labeling to indicate this loading.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall have a hinged 6" wide X 9" long cast iron meter reading access cover centered over the meter, be cast with wording "WATER METER", and have a lifting slot.</li> <li>• The box lid shall have a 3/4" wide X 2" long lifting slot.</li> <li>• Boxes (type A) to include one 3" wide X 5" high mouseholes centered each end. Alternate boxes (type B) to include two 3" wide X 5" high mouseholes centered each end for green space application only.</li> <li>• All lids shall be embossed "PCU" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> <li>• Lids shall have a 2-1/8 x 2-7/8" diameter plugged knockout hole centered in a 4-5/8" diameter recessed area that is recessed 5/16".</li> <li>• The box lip shall have 2 "V" slots on each of the four box sides equally spaced for drainage. The "V" slots shall be 3/4" wide at the inside edge of the lip by 3/4" long and come to a point at the wall.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be 2" thick.</li> <li>• Box shall have minimum outside dimensions as follows: 19" wide X 32" long measured at top collar &amp; 17" wide X 30" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Acceptable in green space applications <u>only</u>.</li> <li>• 3/4" parallel DCVA assemblies.</li> <li>• 1" parallel DCVA assemblies.</li> <li>• 1-1/2" DCVA assembly.</li> </ul>	<ul style="list-style-type: none"> <li>• 2" DCVA assembly.</li> <li>• 1-1/2" meter flanged or threaded.</li> <li>• 2" meter flanged or threaded.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall be "Through Color" for full depth of lid.</li> <li>• Lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</li> <li>• Lid shall have a 3-1/2" in diameter international "DO NOT DRINK" symbol embossed on the lid.</li> <li>• See Material Specification J10 for lid details.</li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• 2-1/4" tall by 1-1/2" wide "G" to be stenciled on the outside <u>and</u> inside of all greenspace boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 02/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>

**SERVICES AGREEMENT**

**EXHIBIT A**


**STATEMENT OF WORK**



**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

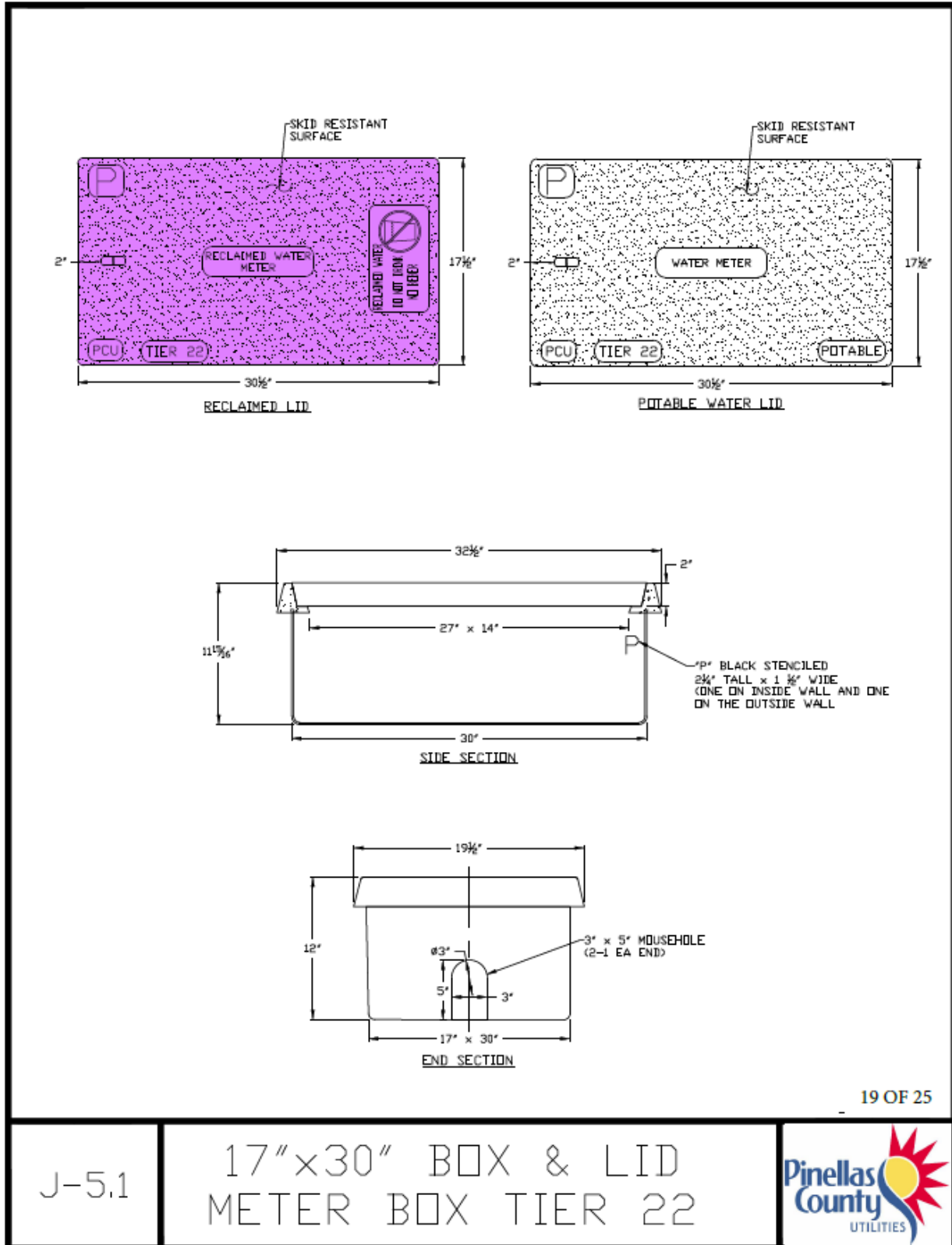
<b>Material Specifications</b>	
<b><u>J 5.1 – WATER METER BOX, 17" x 30" x 12"</u></b> <b><u>( PARKING AREA APPLICATIONS)</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• Backflow &amp; water meter box 17" wide X 30" long, parking area applications, shall meet or exceed the performance specifications of:</li> <li>• Boxes and lids shall be designed and tested to meet ANSI/SCTE—77 TIER 22 and have labeling to indicate this load rating.</li> <li>• Box and lid shall be made of a polymer concrete and fiberglass reinforced polyester material.</li> <li>• Boxes shall be of straight wall design with integral bottom flange curved inward a minimum of 1.25" and a maximum of 1.5".</li> <li>• The lid shall be a solid design.</li> <li>• The box lid shall have a 3/4" wide X 2" long lifting slots.</li> <li>• Boxes to include one 3" wide X 5" high mouseholes centered each end.</li> <li>• All lids shall be embossed "PCU", "WATER METER" and patterned with a non-skid surface.</li> <li>• The letter size shall be .75" long X .5" wide minimum.</li> <li>• All embossing shall be a minimum of 1/4" deep.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be a minimum 2" thick.</li> <li>• Box shall have minimum outside dimensions as follows: 19" wide X 32" long measured at top collar &amp; 17" wide X 30" long measured at box bottom.</li> <li>• Overall depth of box shall be 12" deep.</li> </ul> <p><b>Applications &amp; Application Requirements:</b></p> <ul style="list-style-type: none"> <li>• Required in parking area and acceptable in green space applications.</li> <li>• 3/4" parallel DCVA assemblies.</li> <li>• 1" parallel DCVA assemblies.</li> <li>• 1-1/2" DCVA assembly.</li> <li>• 2" DCVA assembly.</li> <li>• 1-1/2" meter flanged or threaded.</li> <li>• 2" meter flanged or threaded.</li> <li>• Potable or reclaimed water blow-offs.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be natural concrete in color and embossed "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall be "Through Color" for full depth of lid.</li> <li>• Lid shall be permanently embossed with the wording</li> </ul>	<p>"RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</p> <ul style="list-style-type: none"> <li>• Lid shall have 3-1/2" in diameter international "DO NOT DRINK" symbol embossed on the lid</li> <li>• See Material Specification J10 for lid details.</li> <li>• <b>See Material Specification J7 for Blow-Off lid requirements.</b></li> </ul> <p><b>Include:</b></p> <ul style="list-style-type: none"> <li>• Boxes shall be palletized, shrink-wrapped, and banded.</li> <li>• 2-1/4" tall by 1-1/2" wide "P" to be to be stenciled on the outside <u>and</u> inside of all greenspace boxes (color black).</li> </ul>
	<p><b>Approved manufacturer products as modified to meet the above specifications:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 12/03/04 (JJS)                  Revised Date: 04/15/16 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>



**SERVICES AGREEMENT**

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**STATEMENT OF WORK**



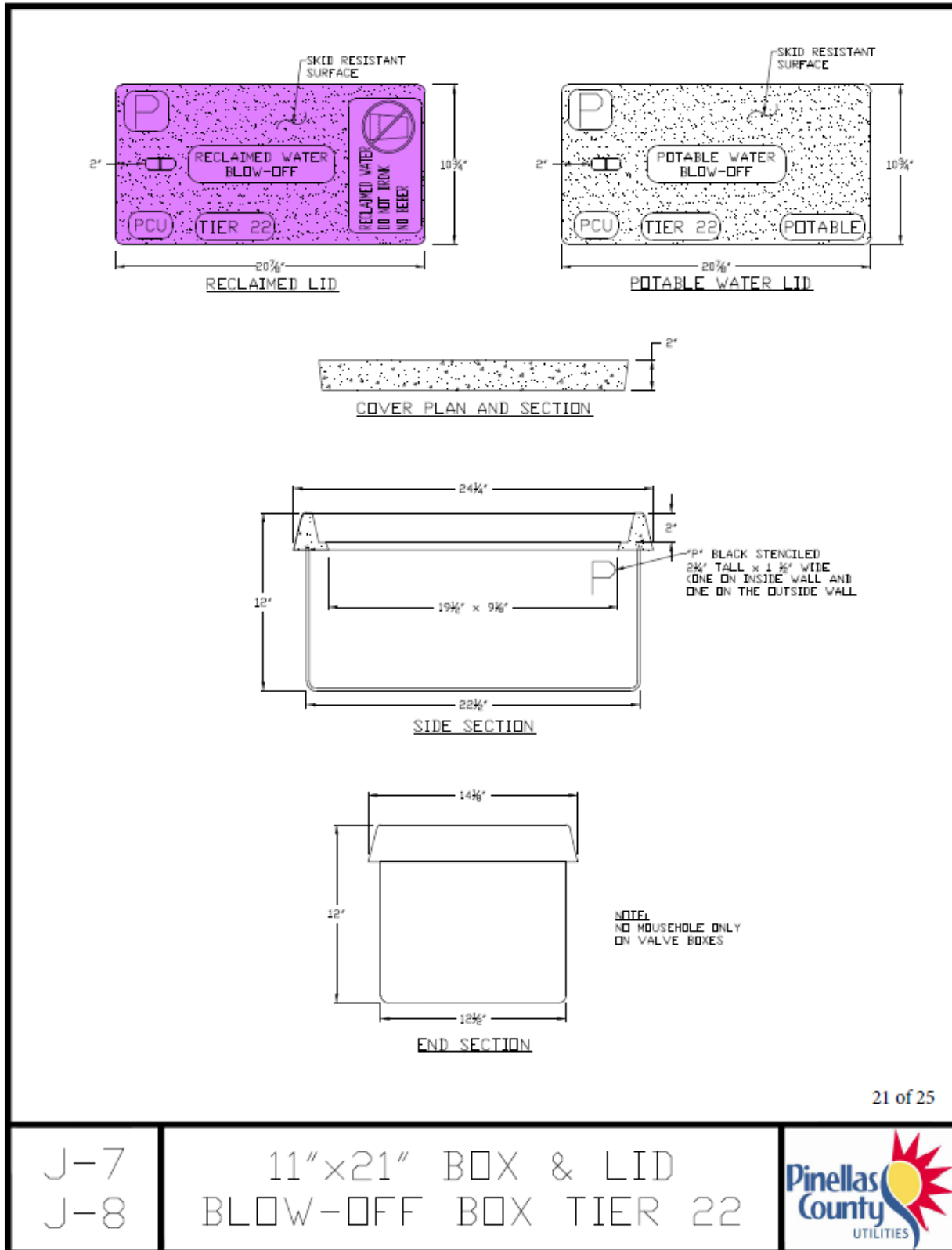




**SERVICES AGREEMENT**

**EXHIBIT A**


**STATEMENT OF WORK**



**SERVICES AGREEMENT**

**EXHIBIT A**

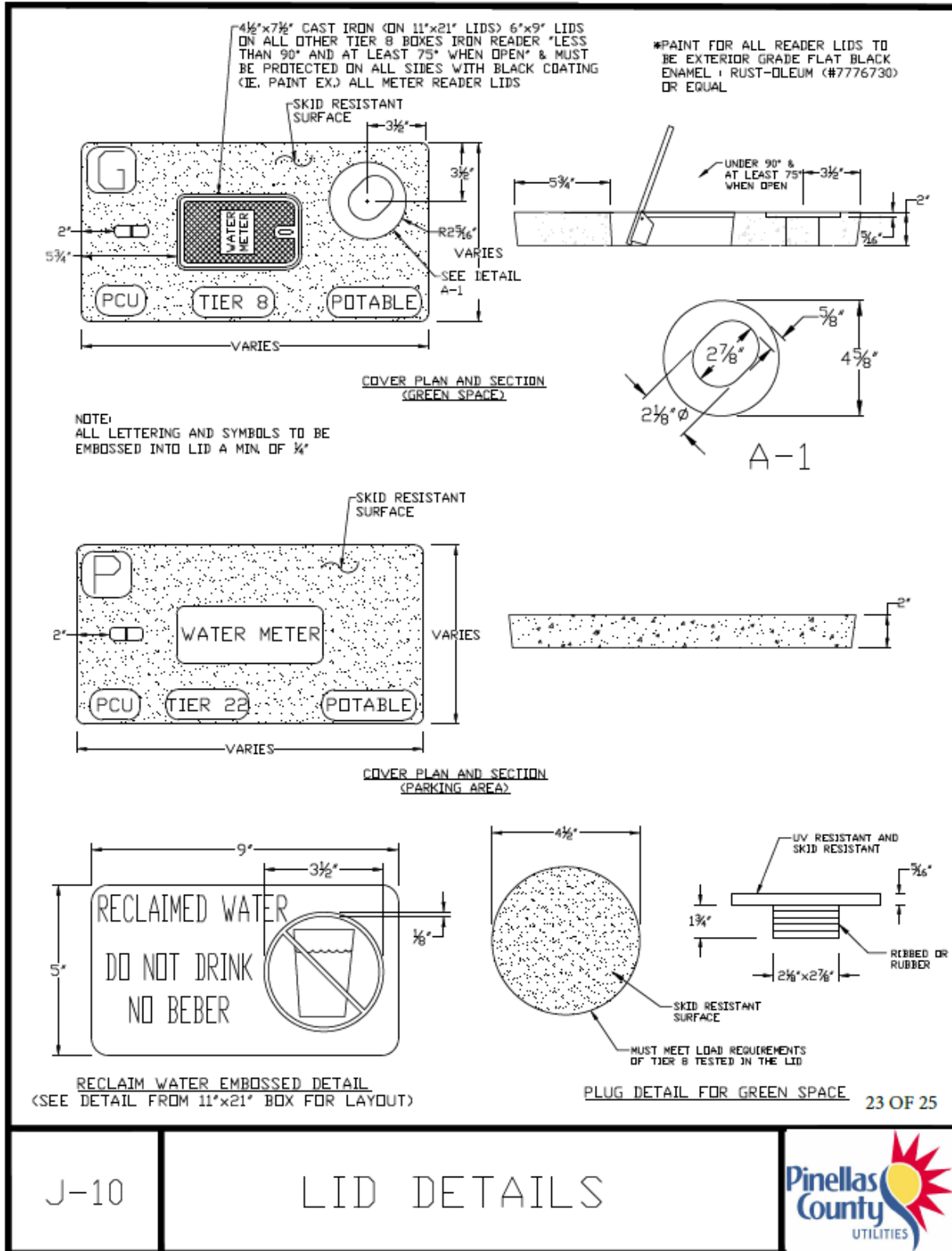
**STATEMENT OF WORK**

<b>Material Specifications</b>	
<b><u>J10 – LID DETAILS:</u></b> <b><u>(For J2, J2.1, J3, J3.1, J4, J4.1, J5, J5.1)</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>• All lids shall be designed and tested to meet ANSI/ SCTE—77 TIER 8 or TIER 22 as required and have labeling to indicate the load rating.</li> <li>• Lids shall be made of a polymerconcrete and fiber reinforced polyester material.</li> <li>• All lids shall be patterned with a non-skid surface.</li> <li>• All lids shall be embossed "PCU" in the lower left corner, labeled "WATER METER", "BLOW-OFF", or "VALVE" as required, and labeled "POTABLE", "RECLAIMED" or "SANITARY" as required.</li> <li>• All embossed letters shall be a minimum of .75" high and .5" wide and shall be a minimum of 1/4" deep .</li> <li>• The lid shall have a 3/4" wide X 2" long lifting slot.</li> </ul> <p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be a minimum 2" thick as required.</li> </ul> <p><b>Potable Water:</b></p> <ul style="list-style-type: none"> <li>• The lid shall be natural concrete in color and labeled "POTABLE".</li> </ul> <p><b>Reclaimed Water:</b></p> <ul style="list-style-type: none"> <li>• Lid shall be purple in color (Pantone 522 C). Color shall be "Through Color" for full depth of lid.</li> <li>• Lid shall be permanently embossed with the wording "RECLAIMED WATER DO NOT DRINK" in English and Spanish "NO BEBER".</li> <li>• Shall have a 3-1/2" in diameter international "DO NOT DRINK" symbol embossed on the lid.</li> <li>• Lids in Green Spaces shall have a hinged 8" wide X 9" long cast iron meter reading access cover centered over meter, be cast with wording "WATER METER", and have a lifting slot. Except on the 11"x21" lid shall have a 4 1/2 x 7 1/2 reader lid.</li> <li>• All reader lids shall be coated with exterior grade flat black RUST-OLEUM (#7778730) or equal.</li> </ul>	<p><b>Manufacturer:</b></p> <ul style="list-style-type: none"> <li>• ARMORCAST PRODUCT COMPANY</li> <li>• HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>• NEW BASIS</li> <li>• GLASSMASTERS</li> </ul>
<p>Created Date: 09/04/07 (JJS)                  Revised Date: 04/15/18 (BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <p>Material Specifications                  Pinellas County                  14 South Ft. Harrison Ave.                  Clearwater, FL 33756</p>

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**



J-10


LID DETAILS



**SERVICES AGREEMENT**

**EXHIBIT A**

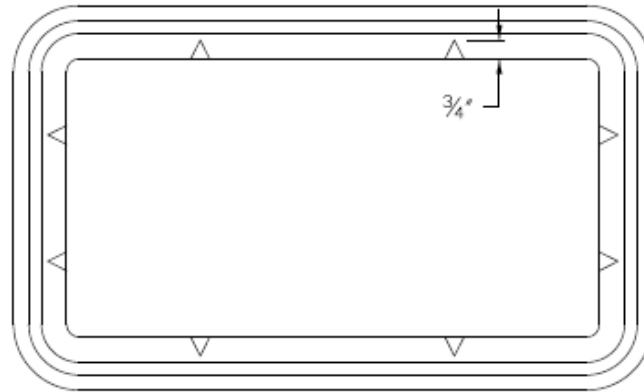
**STATEMENT OF WORK**

<b>Material Specifications</b>	
<b><u>J 11 – BOX DETAILS:</u></b> <b><u>(For J 2, J 3, J 4, J 5) (GREEN SPACE APPLICATIONS):</u></b>	
<p><b>Specification/ Material:</b></p> <ul style="list-style-type: none"> <li>The box lip shall have 2 "V" slots on each of the four box sides equally spaced for drainage. The "V" slots shall be 3/4" wide at the inside edge of the lip by 3/4" long and come to a point at the wall.</li> </ul>	<div style="border: 1px solid black; height: 300px; margin-bottom: 10px;"></div> <p><b>Manufacturer:</b></p> <ul style="list-style-type: none"> <li>ARMORCAST PRODUCT COMPANY</li> <li>HUBBELL INCORPORATED (CDR SYSTEMS CORPORATION)</li> <li>NEW BASIS</li> <li>GLASSMASTERS</li> </ul>
<p>Created Date: 09/04/07 (JJS)                  Revised Date: 04/15/16(BJR)                  Last Revised Date: 10/10/19(KPG)</p>	 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p>Material Specifications                      Pinellas County                      14 South Ft. Harrison Ave.                      Clearwater, FL 33756</p> </div>

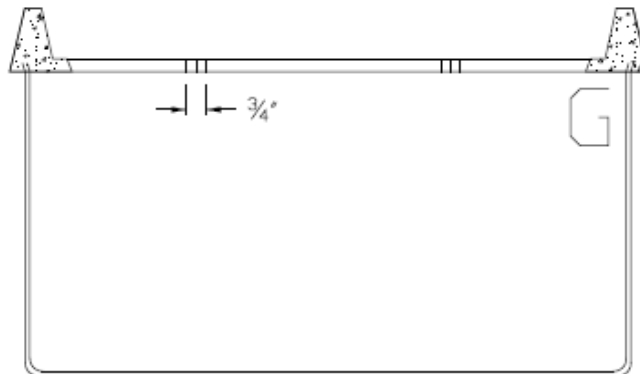
**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**



TOP VIEW



SECTION VIEW

25 OF 25

J-11

BOX DETAILS FOR  
GREEN SPACE APPLICATION  
(TIER 8)



**SERVICES 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 Operations exposure, 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 AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. 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) Bidder shall email certificate that is compliant with the insurance requirements to Bryant Williams at [brwilliams@pinellascounty.org](mailto:brwilliams@pinellascounty.org). If certificate received with bid was a compliant certificate 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). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- 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 **Pinellas County 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

**SERVICES AGREEMENT****EXHIBIT B****INSURANCE REQUIREMENTS**

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 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.

**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (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).

- 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) 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

- (2) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.



**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

GROUP A - PCU WATER METER BOXES			MANUFACTURER: CDR					Five-Year Total		
Item	Unit Of Measure (UOM)	Box Lid # (Materials Specification Drawing #)	Dimensions (At Inside box bottom, Width x Length x Depth)	MSRP DISCOUNT: OR COST MARKUP:	County Number	Manufacturer	Manufacturer Model# Part#		Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup, \$ (C)
a.	Ea.	Box 1 (J2)	11" x 21" x 12"	Water Meter Boxes, Reclaimed & Potable (58" x 34") - Green Space Applications	102504	Amorcast Products; CDR Systems; New Basis	B031121502-G	\$49.00	\$49.88	\$2,269,631.00
b.	Ea.	Box 1 (J2.1)	11" x 21" x 12"	Water Meter Boxes, Reclaimed & Potable (58" x 34") - Parking Area Applications	102505	Amorcast Products; CDR Systems; New Basis	B061121500-P	\$59.00	\$60.06	\$249,257.30
c.	Ea.	Box 2 (J3)	13" x 24" x 12"	Water Meter Boxes, Reclaimed & Potable (1") - Green Space Applications; 19.5" Assembly Length	102506	Amorcast Products; CDR Systems; New Basis	B031324507-G	\$71.50	\$72.79	\$18,196.75
d.	Ea.	Box 2 (J3.1)	13" x 24" x 12"	Water Meter Boxes, Reclaimed & Potable (1") - Parking Area Applications; 16", 17" or 19.5" Assembly Length	102507	Amorcast Products; CDR Systems; New Basis	B061324500-P	\$85.00	\$86.53	\$4,326.50
e.	Ea.	Box 3 "A" (J5)	17" x 30" x 12"	Water Meter Boxes, Reclaimed & Potable Water Meter (1 1/2" and 2") - Green Space Applications; 26.5" Assembly Length; one mouse hole at each end.	102533	Amorcast Products; CDR Systems; New Basis	B031730509-G	\$93.00	\$94.67	\$165,679.50
f.	Ea.	Box 3 "B" (J5)	17" x 30" x 12"	Potable Water Meter (1 1/2" and 2") - Green Space Applications; 26.5" Assembly Length; two mouse holes at each end.	102534	Amorcast Products; CDR Systems; New Basis	B061730500-P	\$107.00	\$108.93	\$544.63
g.	Ea.	Box 3 "A" (J5.1)	17" x 30" x 12"	Potable Water Meter (1 1/2" and 2") - Parking Area Applications; 26.5" Assembly Length (Includes 50 boxes for Potable and Reclaimed Water Bow-Offs with J7)	102535	Amorcast Products; CDR Systems; New Basis	B031730510-G	\$96.50	\$98.24	\$98,237.00
h.	Ea.	Box 4 (J4)	11" x 32" x 12"	Potable Water & Backflows (58" x 34" and 1") - Green Space Applications; 27.25" Assembly Length	102531	Amorcast Products; CDR Systems; New Basis	B031132502-G	\$85.00	\$86.53	\$43,265.00
i.	Ea.	Box 4 (J4.1)	11" x 32" x 12"	Potable Water & Backflows (58" x 34" and 1") - Parking Area Applications; 27.25" Assembly Length	102532	Amorcast Products; CDR Systems; New Basis	B061132500-P	\$102.00	\$103.84	\$5,191.80
								<b>Group A Total</b>	<b>\$2,854,325.48</b>	



**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

GROUP C - PCU EMERGENCY MATERIALS				MSRP DISCOUNT:		%	MANUFACTURER: CDR				
				OR COST MARKUP:		1.8%					
Item	Unit Of Measure (UOM)	Box /Lid # (Materials Specification Drawing #)	Dimensions (At inside box bottom, Width x Length x Depth)	Description	County Number	Manufacturer	Manufacturer Model#/Part#	Annual Estimated Quantity (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup,\$ (C)	Extension,\$ (A x C)
a.	Ea.	Box 2	13" x 24" x 12"	Water Meter Boxes, Potable (1")- Parking Area Applications	102507	Amorcast Products; CDR Systems; New Basis	B061324500-P	1	\$85.00	\$86.53	\$432.65
b.	Ea.	Box 2 Lid	13" x 24" x 12"	Water Meter Box Lids, Potable Water (1")- Parking Area Applications	102514	Amorcast Products; CDR Systems; New Basis	C061324501HU4X-P	1	\$55.00	\$55.00	\$276.95
c.	Ea.	Box 3	17" x 30" x 12"	Water Meter Boxes, Potable Water (1 1/2" and 2")- Parking Area Applications	102535	Amorcast Products; CDR Systems; New Basis	B061730500-P	200	\$107.00	\$108.93	\$108,926.00
d.	Ea.	Box 3 Lid	17" x 30" x 12"	Water Meter Box Lids, Potable Water (1 1/2" and 2")- Parking Area Applications	102542	Amorcast Products; CDR Systems; New Basis	C061730504HU4X-P	15	\$74.00	\$75.33	\$5,649.00
e.	Ea.	Box 4	11" x 32" x 12"	Water Meter Boxes, Combo Potable Water & Backflows (5/8" x 3/4" and 1")- Parking Area Applications	102532	Amorcast Products; CDR Systems; New Basis	B061132500-P	10	\$102.00	\$103.84	\$5,191.80
f.	Ea.	Box 4 Lid	11" x 32" x 12"	Water Meter Box Lids, Combo Potable Water (5/8" x 3/4" and 1")- Parking Area Applications	102539	Amorcast Products; CDR Systems; New Basis	C061132501HU4X-P	10	\$66.00	\$67.19	\$3,359.40
<b>Group C Total</b>											<b>\$123,839.70</b>
<b>BID TOTAL (GROUPS A, B, &amp; C)</b>											<b>\$5,010,790.69</b>

GROUP D - PCU REPLACEMENT WATER METER BOX LIDS				MSRP DISCOUNT:		%	MANUFACTURER: CDR				
				OR COST MARKUP:		1.8%					
Item	Unit Of Measure (UOM)	Box /Lid # (Materials Specification Drawing #)	Dimensions (At inside box bottom, Width x Length x Depth)	Description	County Number	Manufacturer	Manufacturer Model#/Part#	Annual Estimated Quantity (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup,\$ (C)	Extension,\$ (A x C)
a.	Ea.	Replacement Lid 1	11" x 18" x 2"	Water Meter Box Lids, Residential, 11" X 18", Residential - No Reader Lid, ANSI/SCTE-77-2013 Tier 22 load rating for Parking Area	102550	CDR Systems;	C061118901HU4X-P	50	\$32.25	\$32.83	\$8,207.83
b.	Ea.	Replacement Lid 2	11" x 18" x 2"	Box Lids, Residential, 11" x 18", (5/8" X 3/4" with Reader Lid), ANSI/SCTE-77-2013 Tier 8 load rating for Green Space	102551	CDR Systems;	C001118937J24X-G	210	\$30.75	\$31.30	\$32,988.68
<b>Group D Total</b>											<b>\$41,076.30</b>

GROUP E - PCU MISCELLANEOUS WATER BOXES				MSRP DISCOUNT:		%	MANUFACTURER: CDR				
				OR COST MARKUP:		1.8%					
Item	Unit Of Measure (UOM)	Box /Lid # (Materials Specification Drawing #)	Dimensions (At inside box bottom, Width x Length x Depth)	Description	County Number	Manufacturer	Manufacturer Model#/Part#	Annual Estimated Quantity (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup,\$ (C)	Extension,\$ (A x C)
a.	Ea.	J7	17" x 30" x 12"	Potable Water Blow-Off Lid, Parking Area Application	102546	Amorcast Product Company; CDR Systems; New Basis	C061730504HW4-X-P	2	\$74.00	\$75.33	\$753.32
b.	Ea.	J7	17" x 30" x 12"	Reclaimed Water Blow-Off Lid, Parking Area Application	102545	Amorcast Product Company; CDR Systems; New Basis	C061730505HX4X-P	2	\$76.25	\$77.62	\$776.23
c.	Ea.	J8	24" x 24" x 12"	Valve Box and Lid- Potable Water, Parking Area Application	102547	Amorcast Product Company; CDR Systems (A04-2424-12); New Basis	A062424500-WATER	20	\$250.50	\$255.01	\$25,500.90
d.	Ea.	J8	24" x 24" x 12"	Valve Box and Lid - Sanitary Sewer, Parking Area Application	102549	Amorcast Product Company; CDR Systems (A04-2424-12); New Basis	A062424500-SEWER	5	\$250.50	\$255.01	\$6,375.23
e.	Ea.	J8	24" x 24" x 12"	Valve Box and Lid - Reclaimed Water, Parking Area Application	102548	Amorcast Product Company; CDR Systems (A04-2424-12); New Basis	A062424501	5	\$260.75	\$265.44	\$6,636.09
<b>Group E Total</b>											<b>\$40,041.76</b>

GROUP F - PCU RECLAIMED WATER SERVICE BOX				MSRP DISCOUNT:		%	MANUFACTURER: CDR				
				OR COST MARKUP:		1.8%					
Item	Unit Of Measure (UOM)	Box /Lid # (Materials Specification Drawing #)	Dimensions (At inside box bottom, Width x Length x Depth)	Description	County Number	Manufacturer	Manufacturer Model#/Part#	Annual Estimated Quantity (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup,\$ (C)	Extension,\$ (A x C)
a.	Ea.	Box 5 (J1) and Lid	16" x 21" x 12"	Un-metered Reclaimed Water, Residential (1"), 16" North, 17" South Assembly Length, Green	32129	CDR Systems; New Basis	A071015503962X	105	\$98.00	\$99.78	\$52,376.10
<b>Group F Total</b>											<b>\$52,376.10</b>



**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

<b>PINELLAS COUNTY BID SUMMARY TABLE</b>				
<b>GROUP</b>		<b>TOTAL</b>	<b>MANUFACTURER (Must Match Group)</b>	<b>PERCENT DISCOUNT OR COST PLUS MARKUP</b>
A	\$2,854,329.48		CDR	1.80%
B	\$2,032,621.51		CDR	1.80%
C	\$123,839.70		CDR	1.80%
<b>ANNUAL TOTAL BID FOR GROUPS A, B, C</b>		\$5,010,790.69		
<b>ANNUAL TOTAL BID FOR GROUP D</b>		\$41,076.30	CDR	1.80%
<b>ANNUAL TOTAL BID FOR GROUP E</b>		\$40,041.76	CDR	1.80%
<b>ANNUAL TOTAL FOR GROUP F</b>		\$52,376.10	CDR	1.80%
<b>ANNUAL TOTAL FOR GROUP G</b>		\$148,329.22	CDR/Carson	1.80%
<b>TOTAL BID</b>		\$5,292,614.07		

<b>SUBMITTAL CHECK LIST</b>	
Materials Affidavit (Attachment A)	Yes
MSRP/Cost Markup Documentation	Yes
Shop Drawings	Yes
Certificate of Loading Compliance	Yes
Certificate of Insurance	Yes

<b>Unspecified Materials</b> – Unspecified Materials are materials that the County may require during the term of the contract that are not specifically identified in the bid documents. Unspecified materials will be ordered and authorized solely at the discretion of the County.	
<b>Pinellas County Estimated Annual Unspecified Materials</b>	\$3,500.00
<b>MSRP Discount</b>	%
<b>Cost Markup</b>	10.00%
<b>City of Pinellas Park Estimated Annual Unspecified Materials</b>	\$800.00
<b>MSRP Discount</b>	%
<b>Cost Markup</b>	10.00%

**SERVICES AGREEMENT****EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

SUPPLIER 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 Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER 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:**

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

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	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).

**SERVICES 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 ten (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 forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (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 sixty (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.

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

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (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.