

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Neptune Technology Group Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to **Contract No. 21-0056-B-BW** („ITB“) for **Water Meters and Meter Parts - Pinellas County Utilities** 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 Utilities Technical Service Manager.

**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 (select appropriate box):

the Effective Date

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

**B. Term Extension.** (Select appropriate box.)

The Parties may extend the term of this Agreement for **two ( 2 ) additional six ( 6 ) month period(s)** pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**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 **\$2,506,414.04**, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

**B. Travel Expenses.** (Select appropriate box.)

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

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

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

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

**B. 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.

**C. 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.

**D. 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 Utilities Technical Services Manager 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 Neptune Technology Group Inc . 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.** (Select appropriate box.)

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:  
Jeremy Capes  
Utilities Technical Service Manager  
6730 142nd Ave North  
Largo, FL 33771  
jcapes@pinellascounty.org

For Contractor:

Attn:  
Lawrence M. Russo  
VP-Finance  
Neptune Technology Group Inc  
1600 Alabama Highway 229  
Tallasse, AL 36078

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

Neptune Technology Group Inc  
Name of Firm

By

By: 

Signature

Lawrence M. Russo

Print Name

VP-Finance 05/24/21

Title

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

By:

Deputy Clerk

Approved as to Form

By:

  
Office of the County Attorney

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**A. INTENT:**

In accordance with these specifications, this agreement establishes a contract for Pinellas County Utilities (PCU) Technical Services establishes to supply:

Group 1 – Potable and Reclaimed Water Meters

Group 2 – Potable and Reclaimed Water Meter Parts – Neptune

Group 3 – Potable and Reclaimed Water Meter Parts – Badger

Group 4 – Potable and Reclaimed Water Meter Parts – Sensus

All meters and meter parts are to be ordered as and when required.

**B. BACKGROUND:**

PCU Technical Services is a section consisting of thirty (30) employees within the PCU 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 the 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 warehouse delivery location will be designated by PCU. The warehouse locations are as follows:

Pinellas County Utilities  
South Maintenance Warehouse  
6730 142<sup>nd</sup> Avenue North  
Largo, FL 33771

Pinellas County Utilities  
North Maintenance Warehouse  
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. REQUIREMENTS**

- 1) **Standard Services Agreement** - The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be permitted.
- 2) **Regulatory Requirements and Industry Standards** - All potable and reclaimed water meters and related parts shall meet all current applicable state and federal regulatory requirements and all industry standards at the time of purchase. As these regulatory requirements and industry standards are changed, the materials provider shall provide materials that comply with these changes within the required time period.
- 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 Representative of Company, notarized, and submitted with the bid. (Attachment A) The affidavit shall also affirm that the materials used in manufacturing the meters are in compliance with the most current regulatory requirements and standards including those for low-lead drinking water conveyance materials and food additive standards for coatings. Proof of material regulatory compliance shall be promptly provided to PCU when requested. This affidavit shall include the continuing submittal of a certificate of meter

## SERVICES AGREEMENT

### EXHIBIT A

#### STATEMENT OF WORK

testing accuracy for every meter purchased showing the meter is accurate within the limits specified by AWWA.

- 3) Parts – All replaceable parts, of the same size and model, shall be interchangeable with the original parts. Parts shall be low lead in compliance with the latest version of the United States Protection Agency (USEPA) Section 1417.
- 4) Chloramine Resistance – All products within each Group below must be resistant to and tolerant of chloramines and all other water treatments over the life of the product.
- 5) Material Specifications Compliance -
  - a) Underwriter Laboratories (U.L.) or Factory Mutual (F.M.) Compliance - An affidavit of compliance, Mandatory Affidavit of Compliance, should accompany the bid for any item that has U.L. and/or F.M. requirements in the specification.
  - b) International Standards Organization – ISO 9000, 9001, 9002 - An affidavit of compliance, **Mandatory Affidavit of Compliance**, should accompany the bid for any items manufactured, or with components manufactured, outside of the United States. If at any time during the life of the contract, any of the manufacturing facilities loses certification, fails to be re-certified or changes status from those presented with the bid, the contractor shall immediately notify PCU of such changes and submit the update certifications for approval. Failure to present such information and secure PCU acceptance shall deem the product to be in non-compliance and subject to refusal by PCU.
  - c) After award of contract, all suppliers and contractors providing services/products under this contract shall actively follow PCU's published material specifications manuals. PCU reserves the right to terminate approval of products, without notice, based upon poor performance, inadequate support, or failure to meet specifications.
- 6) Warranty –
  - a) The no-lead high copper alloy maincase of the water meters shall be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the water meter.
  - b) The stainless-steel body of the fire service turbine meters shall be warranted to remain free from corrosion due to exposure of environmental conditions for a period of twenty (20) years. Corrosion is defined as through-wall penetration of the stainless-steel body. Bidder shall repair or replace a corrosion defect free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the following discount schedule: (Year 11: 80% off, Year 12: 60% off, Year 13: 40% off, Year 14: 20% off, and Year 15-20: 10% off).
  - c) All positive displacement water meters shipped with a synthetic polymer or cast-iron bottom cap shall, commencing upon Date of Shipment, be warranted against chamber frost damage for a period of ten (10) years.
  - d) All registers, absolute encoders, and batteries shall be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of twenty (20) years. Bidder shall repair or replace a non-performing register or absolute encoder free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the following discount schedule: (Year 11-12: 50% off, Year 13-14: 40% off, Year 15-16: 30% off, Year 17-18: 20% off, and Year 19-20: 10% off).
  - e) The following meters shall be warranted to meet or exceed new meter accuracy standards as listed in AWWA C700-15 for the following periods:
    - All 5/8" x 3/4" positive displacement meters shall be warranted for five (5) years from Date of Shipment or 750,000 gallons registered, whichever occurs first.
    - All 1" positive displacement meters shall be warranted for five (5) years from Date of Shipment or 1,000,000 gallons registered, whichever occurs first.

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- All 1-1/2" positive displacement meters shall be warranted for two (2) years from Date of Shipment or 1,600,000 gallons registered, whichever occurs first.
  - All 2" positive displacement meters shall be warranted for two (2) years from Date of Shipment or 2,100,000 gallons registered, whichever occurs first.
  - All 1-1/2" through 10" turbine meters shall be warranted for one (1) year from Date of Shipment.
- f) The following meters shall be warranted to meet or exceed repaired meter accuracy standards as listed in 2012 AWWA Manual M-6 Chapter 5 Table 5.3:
- All 5/8" x 3/4" positive displacement meters shall be warranted for an additional (10) years or 1,500,000 gallons, whichever occurs first.
  - All 1" positive displacement meters shall be warranted for an additional (10) years or 3,000,000 gallons, whichever occurs first.
  - All 1-1/2" positive displacement meters shall be warranted for an additional (10) years or 5,000,000 gallons, whichever occurs first.
  - All 2" positive displacement meters shall be warranted for an additional (10) years or 5,000,000 gallons, whichever occurs first.
- 7) Contractor shall provide all required materials as specified or indicated:
- a) Maintain contracted stock to support daily PCU operations at Maintenance Division warehouses. The Contractor shall be responsible to hold and furnish a stock inventory program for PCU at their local facility, to enable quick delivery on an as needed basis.
  - b) Vendor shall ensure that minimum levels of specified stock are being maintained by providing County staff with 24/7 access to its inventory database for inquiry, and available to downloading into a spreadsheet or printing.
  - c) Provide an on-line order system via an internet link complete with access to real-time management reports. System requirements include:
    - i. Ability to search/navigate product selection utilizing PCU's part numbers or manufacturer's numbers.
    - ii. Able to see our net pricing
    - iii. View real-time product availability
    - iv. Ability to view product information with illustrations
    - v. View product specifications and or any other pertinent documentation
    - vi. Ability to request quotes online and turn into orders if approved
    - vii. Ability to print copies of current or past invoices
    - viii. Ability to place orders, check status, and shipping information
  - d) The provider of materials and accessories under this contract shall notify the Utilities Technical Services Manager and the Utilities Warehouse Supervisor of any changes/discontinuation of model numbers, part numbers, or styles.
  - e) Accept Pinellas County Purchasing Card as form of payment.

#### D. DELIVERABLES

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 potable/reclaimed water meters and/or potable/reclaimed water meter parts shall be clearly marked with the Purchase Order Number and the name of employee requesting the materials. Each order shall include a listing of serial numbers for water meters; certificate of accuracy testing for each meter; along with an electronic file in Excel format listing every meter, serial number, manufacturer, model, manufacture date, reading and cost.

2) Increase Effectiveness Through Vendor Collaboration - The contractor(s) should work with PCU Maintenance staff in a manner that will maximize staff time, reduce inventory levels and minimize stock outages.

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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(s) 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", 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 water meter parts (**Groups 2, 3, 4,**) to the Maintenance Division warehouse within seven (7) to ten (10) business days after receipt of order. The contractor(s) shall furnish and deliver requested water meters (**Group 1**) to the Maintenance Division warehouse within twenty (20) to twenty-five (25) business days after receipt of order.

**Emergency orders** shall be delivered within seven (7) to ten (10) business days after receipt of order.

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

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

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**SUPPLEMENTAL SPECIFICATIONS**

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

**GROUP 1 - POTABLE AND RECLAIMED WATER METERS**

The factory seal shall prevent infiltration of water into the meter registration systems.

**1.1 SUB-GROUP - POTABLE AND RECLAIMED WATER METERS – DISPLACEMENT TYPE – MAGNETICALLY DRIVEN**  
**Sizes 5/8" x 3/4", 1", 1-1/2", and 2"**

a. Overview:

This specification covers magnetically driven, positive displacement (PD) nutating disc meters sizes 5/8" x 3/4", 1", 1-1/2", and 2", and the material and workmanship employed in their fabrication. This specification covers potable and reclaimed water residential meters, as well as the PD bypass meters for the commercial turbine meters.

All meters offered shall comply with the latest NSF 372 standards. These specifications cover cold water meters and the materials and workmanship employed in their fabrication. The displacement meters covered are known as nutating disc meters and are positive in action in that the discs displace or carries over a fixed quantity of water for each rotation of the disc when operated under positive pressure. Only nutating disc meters offering lead free, high-copper alloy bodies conforming to NSF 372 standards are acceptable. Displacement meters with coatings applied on their housing bodies to meet NSF 372 standards are not acceptable.

b. Maincase:

The meter maincase and cover shall be cast from NSF/ANSI 61 and NSF/ANSI 372 certified lead-free alloy containing a minimum of 85% copper. The serial number should be stamped between the inlet or outlet port of the maincase and the register. Maincase markings shall be cast raised and shall indicate size, model, direction of flow, and NSF/ANSI 61 certification. Plastic maincases are not acceptable. The size, model, and direction of flow shall be molded in the upper casing of the meter housing. Meters shall meet AWWA standards as it applies to working pressure and shall be in conformance to NSF 372 standards.

Maincases for 5/8" x 3/4", and 1" meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on 5/8" x 3/4" sizes and six (6) bolts on the 1" size. Intermediate meter maincases in sizes 1-1/2" and 2" shall be made of lead-free brass material with a cover secured to the maincase with eight (8) bolts. Meters with a frost plug, a screw-on design, or no bottom cap shall not be accepted in 5/8"- 1" sizes. The 5/8" x 3/4" and 1" meters shall have a synthetic polymer bottom cap. All 1-1/2" and 2"-meter main cases shall be manufactured from copper alloy containing not less than 75% copper. Plastic bottom plates are not acceptable on 1-1/2" and larger meters.

If plastic materials are used in the manufacture of bottom plates and/or register lids, only virgin or first-generation-grade rigid engineering plastic materials compounded with ultraviolet stabilizers shall be used. Engineered plastic bottom plates and/or register lids shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105°F and shall not permanently warp or deform when exposed to temperatures of up to 150°F for one hour. The design of plastic bottom plates and/or register lids shall meet the fatigue limits and burst pressure requirements of AWWA 700-15.

All maincase bolts shall be of three hundred (300) series non-magnetic stainless steel to prevent corrosion.

The maincase shall be designed to accept a digital absolute encoder register with a plastic tamperproof seal to allow for inline service replacement.

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- c. Fasteners/Connections: All external fasteners such as bolts, nuts, locking pins, and washers shall be made of brass, bronze or stainless steel in accordance with AWWA C700-15, latest revision, be equipped with tamper-resistant features, and be designed for easy removal following lengthy service. Shear pin bolts will only be allowed when used as register tamper-resistant devices. 5/8" x 3/4" and 1" meters shall have external threaded end connections. The 1-1/2" and 2" sizes shall have female Iron Pipe (IP) thread screw ends or oval flanged ends, as specified in the Bid Submittal.
- d. Measuring Chambers: The measuring chamber shall be of a two-piece, snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer. The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an O-ring gasket. The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm. Disc nutations shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets.
- e. Strainer: All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall not be accepted.
- f. Accuracy: To ensure accuracy, each meter shall be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700-15. The meter shall register not less than 98.5% and not more than 101.5% of the water that actually passes through at any rate of flow within the normal test-flow limits stated in latest edition of Table 1 of AWWA C701-15.
- g. Registers: Registers shall be direct read or encoder read registers as requested by the County.

**Direct Read Registers**: Registers shall be direct straight-reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The lens shall be made of high strength impact resistant glass and must be scratch resistant. The measuring units shall be in US gallons or cubic feet. **All meters for Pinellas County shall have measuring units in gallons.** Other water purveyors may require the measuring units in cubic feet. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

All register lids shall be securely attached in a manner that will allow the meter to be carried by the lid. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

No portion of the reduction gearing; including frames, gears and pinions; or totalizing mechanism shall be in contact with the measured water. The register must include a leak indicator independent of the sweep hand for easy visual checks for possible service leaks.

Register gear trains shall be located in the register compartment. Piston oscillations or disc nutations shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets. The totalizing numbers on the registers shall not be less than 5/32 inches in height and shall be readable at a 45° angle from the vertical. Billable units shall be clearly indicated on the register. Registers shall be furnished with center-sweep test hands with an index circle located near the periphery of the register face graduated in 100 equal parts, with each tenth graduation being numbered. The hand or pointer shall taper to a point and shall be set accurately and held securely in place. The quantities indicated by a single revolution of the test hand and the minimum capacity shall be as listed in Table 4 of AWWA C700-15. The meter assembly face plate shall be white for meters carrying potable water and purple for meters

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carrying reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system.

**Encoder Type Registers:** Encoder type registers shall use an absolute encoder to produce a visual numerical reading and record the readings in an electronic data storage medium that can be obtained semi-automatically or automatically at a remote location. The encoder type register consists of a meter register assembly, a signal encoder assembly, and a signal transmission assembly. All system components shall have the impact resistance and other physical characteristics required for this application. The register assembly shall be capable of two-way communication. All systems shall provide for visual register reading at the meter. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

The meter assembly shall be designed to provide field installation and removal. The meter register assembly shall be straight reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The register assembly shall not be affected by temperature variations from 32°F to 105°F or high humidity. No portion of the reduction gearing or totalizing mechanism within the register shall come in contact with the measured water. Verification of register operation and accuracy shall be provided by use of a test hand, index circle or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication from Table 4 of AWWA C700-15. The meter register assembly shall be equipped for testing by a test hand, test index circle, number wheels or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication to consistently meet the testing accuracy requirements.

Registration units shall be clearly visible on the face of the meter register assembly and show units as US gallons, cubic feet or cubic meters. **All meters for Pinellas County shall have measuring units in US gallons.** The meter register assembly shall be labeled with a unique identification number separate from the meter serial number. The meter register assembly shall be adaptable to magnetic-type and mechanical-type register drives of various meters. The electronic display register digits shall not be less than 5/32 inches in height and shall be easily readable at a 45° angle from the vertical position. Register capacity and initial dial indication shall be in compliance with tables for the particular meter type and size on which the assembly is being installed. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system. The size of the meter shall be marked permanently on the register dial face. The register cover shall be recessed and shall overlap the register to protect the lens. The lens shall be held securely in place. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

The Signal Encoder Assembly shall be designed to provide field installation and removal. The signal (data) encoder assembly shall not induce drag that would result in premature wear of the meter or cause the meter to register below the accuracy requirement of the applicable AWWA meter standard. The index mechanism shall not display ambiguous reads.

The register shall provide a high resolution nine-digit LCD display for registration at the meter. The totalized consumption shall be displayed with leading zeros so that all digits capable of displaying are readable. The delimiter in the totalized display shall be in the form of a period (.) or a comma (,). The electronic display register shall clearly distinguish digits used for customary billing units. If a battery is used as the primary power source, the electronic display register shall indicate low battery voltage and shall be designed to provide at least 180 days of useful life from initial low-battery-voltage indication to the end of the battery's life. The electronic display shall 1) be capable of toggling between totalized flow and flow rate if the same digits are used; 2) have indication to clearly designate when the display is in the rate mode; and 3) be capable of providing flow rate information – volume (U.S. Gallons, cubic feet) per unit time (per second, per minute, per hour) in the preferred units of measure. Reverse flow, backflow, flow direction and leak alarm indicators shall be displayed as required by the user.

The encoder register shall effectively integrate water consumption data and information from the meter to the utility billing system software, SAP.

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- h. Pressure Loss: The pressure loss shall not exceed limits established in AWWA C700-15.
- i. Pressure Rating: Meters supplied under these specifications shall operate without leakage or damage to any part at a working pressure of 150 psi.
- j. Temperature Rating: All meters shall have an operating temperature range of +32 to +149 degrees Fahrenheit.
- k. Manufacturing: Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter register, chamber, and maincase is manufactured in the United States. Manufacturers shall have a minimum of fifteen (15) years of field and production experience with all sizes and models quoted. Manufacturers shall provide only one (1) model of meter which complies with these specifications. All meters shall be produced from ISO 9001 manufacturing facility.
- l. Affidavit: An affidavit from the manufacturer that the meters furnished under the purchaser's order comply with all applicable requirements of AWWA specifications and these detailed specifications shall be provided.

#### **APPROVED PRODUCTS:**

1. Neptune T-10
2. Neptune T-10 with R900i Encoder Register
3. Sensus SR II

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**1.2 SUB-GROUP - POTABLE AND RECLAIMED WATER METERS - TURBINE TYPE. Sizes 2", 4", 6", 8", and 10"**

- j. Overview: Meters supplied shall operate without leakage or damage to any part when operated continuously at a working pressure of 150 psi. Meters shall be designed for easy removal of interior parts without disturbing the connections to the pipeline.

Register box screws, locking pins, main case top, adjustment vanes, and inlet and outlet coupling nuts, if provided, shall be equipped with tamper-resistant features. If drilled for seal wires, seal wire holes shall not be less than 3/32 inches in diameter.

- i. Class II: All Turbine type water meters in this group shall be Class II. Class II meters shall register not less than 98.5 percent and not more than 105 percent of the water that actually passes through at any rate of flow within the normal test-flow limits stated in Table 1 of AWWA C701-15.
- k. Maincase: The maincase for meters shall be either a copper alloy containing not less than 75% copper or a fabricated austenitic stainless steel. Cast iron maincases are not acceptable. Materials used in the construction of meter main cases shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105°F and shall not permanently warp or deform when exposed to temperatures of up to 150° F for 1 hour.

The size, model and direction of flow through the meter shall be marked permanently on the outer cases of all meters. The size(s) of the meter shall be marked permanently on the register dial face. Manufacturer's serial number shall be cut on a raised pad on the top portion of the main case to a minimum depth of .008". **Serial numbers on the side of the main case are not acceptable.**

- l. Fasteners/Connections: Casing nuts, bolts, screws and washers shall be of a copper alloy or stainless steel only, as defined in AWWA C701-15, Section 4.1.8 and be designed for easy removal after long service. Register box screws, locking pins, main case top, adjustment vanes, inlet and outlet coupling nuts, if provided, shall be equipped with tamper resistant features.
- m. Measuring Chamber: Measuring chambers in which the turbine operates shall be self-contained units separate from the main case and easily removable. Chambers that have revolving spindles shall have removable bearings. Chambers with stationary spindles, on which the turbine revolves, shall have rigid, centrally located fasteners for spindles and bushings, or the bearings shall be replaceable. Turbine spindles shall be stainless steel only.
- n. Strainer: The strainers shall be either a copper alloy containing not less than 75% copper or a fabricated austenitic stainless steel. Materials used in the construction of strainer main cases shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105°F and shall not permanently warp or deform when exposed to temperatures of up to 150° F for 1 hour.

Strainers shall be included in all bids for four (4), six (6), eight (8), and ten (10) inch turbine type water meters and comply with AWWA Standard C701-15 including Sections 4.1.2.1 and 4.3.9.

- o. Accuracy: Meters shall meet the operating characteristics of Table 1 as stated in AWWA C701-15.
- p. Register: Registers shall be direct read or encoder read registers as requested by the County.

**Direct Read Registers**: Registers shall be direct straight-reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The lens shall be made of high strength impact resistant glass and must be scratch resistant. The measuring units shall be in US gallons or cubic feet. **All meters for Pinellas County shall have measuring units in gallons.** Other water purveyors may require the measuring units in cubic feet. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

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All register lids shall be securely attached in a manner that will allow the meter to be carried by the lid. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

No portion of the reduction gearing; including frames, gears and pinions; or totalizing mechanism shall be in contact with the measured water. The register must include a leak indicator independent of the sweep hand for easy visual checks for possible service leaks.

Register gear trains shall be located in the register compartment. Piston oscillations or disc nutations shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets. The totalizing numbers on the registers shall not be less than 5/32 inches in height and shall be readable at a 45° angle from the vertical. Billable units shall be clearly indicated on the register. Registers shall be furnished with center-sweep test hands with an index circle located near the periphery of the register face graduated in 100 equal parts, with each tenth graduation being numbered. The hand or pointer shall taper to a point and shall be set accurately and held securely in place. The quantities indicated by a single revolution of the test hand and the minimum capacity shall be as listed in Table 4 of AWWA C700-15. The meter assembly face plate shall be white for meters carrying potable water and purple for meters carrying reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system.

**Encoder Type Registers:** Encoder type registers shall use an absolute encoder to produce a visual numerical reading and record the readings in an electronic data storage medium that can be obtained semi-automatically or automatically at a remote location. The encoder type register consists of a meter register assembly, a signal encoder assembly, and a signal transmission assembly. All system components shall have the impact resistance and other physical characteristics required for this application. The register assembly shall be capable of two-way communication. All systems shall provide for visual register reading at the meter. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

The meter assembly shall be designed to provide field installation and removal. The meter register assembly shall be straight reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The register assembly shall not be affected by temperature variations from 32°F to 105°F or high humidity. No portion of the reduction gearing or totalizing mechanism within the register shall come in contact with the measured water. Verification of register operation and accuracy shall be provided by use of a test hand, index circle or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication from Table 4 of AWWA C700-15. The meter register assembly shall be equipped for testing by a test hand, test index circle, number wheels or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication to consistently meet the testing accuracy requirements.

Registration units shall be clearly visible on the face of the meter register assembly and show units as US gallons, cubic feet or cubic meters. **All meters for Pinellas County shall have measuring units in US gallons.** The meter register assembly shall be labeled with a unique identification number separate from the meter serial number. The meter register assembly shall be adaptable to magnetic-type and mechanical-type register drives of various meters. The electronic display register digits shall not be less than 5/32 inches in height and shall be easily readable at a 45° angle from the vertical position. Register capacity and initial dial indication shall be in compliance with tables for the particular meter type and size on which the assembly is being installed. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system. The size of the meter shall be marked permanently on the register dial face. The register cover shall be recessed and shall overlap the register to protect the lens. The lens shall be held securely in place. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

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The Signal Encoder Assembly shall be designed to provide field installation and removal. The signal (data) encoder assembly shall not induce drag that would result in premature wear of the meter or cause the meter to register below the accuracy requirement of the applicable AWWA meter standard. The index mechanism shall not display ambiguous reads.

The register shall provide a high resolution nine-digit LCD display for registration at the meter. The totalized consumption shall be displayed with leading zeros so that all digits capable of displaying are readable. The delimiter in the totalized display shall be in the form of a period (.) or a comma (,). The electronic display register shall clearly distinguish digits used for customary billing units. If a battery is used as the primary power source, the electronic display register shall indicate low battery voltage and shall be designed to provide at least 180 days of useful life from initial low-battery-voltage indication to the end of the battery's life. The electronic display shall 1) be capable of toggling between totalized flow and flow rate if the same digits are used; 2) have indication to clearly designate when the display is in the rate mode; and 3) be capable of providing flow rate information – volume (U.S. Gallons, cubic feet) per unit time (per second, per minute, per hour) in the preferred units of measure. Reverse flow, backflow, flow direction and leak alarm indicators shall be displayed as required by the user.

The encoder register shall effectively integrate water consumption data and information from the meter to the utility billing system software, SAP.

- h. Pressure Loss: Pressure loss shall not exceed limits established by AWWA C701-15.
- i. Affidavit: An affidavit of compliance with all applicable requirements of AWWA C701-15 shall be provided by the manufacturer with each meter delivered.

#### **APPROVED PRODUCTS:**

1. Neptune HP Turbine
2. Sensus OMNI Turbo

### **1.3 SUB-GROUP - POTABLE WATER METERS - 3" TURBINE/FIRE HYDRANT TYPE**

- a. Overview: This specification covers fire hydrant turbine type meter size 3" and the material and workmanship employed in their fabrication. All meters offered shall comply with the latest NSF 372 standards. These specifications cover cold water meters and the materials and workmanship employed in their fabrication. The turbine meters covered are known as inline horizontal-axis type per AWWA Class II. Turbine meters with coatings applied on their housing bodies to meet NSF 372 standards are not acceptable. Meter assembly shall consist of a light weight 3" turbine type meter. One of the meter end connections shall be a 3" Net Positive Suction Head (NPSH) fire hose threaded coupling and the other meter end connection shall be 2" National Standard Thread (NST) connected to a 2-inch isolation **ball** valve. No bushing is needed on the other side of the ball valve. Meters supplied shall operate without leakage or damage to any part when operated continuously at a working pressure of 150 psi. Meters shall be designed for easy removal of interior parts without disturbing the connections to the pipeline.  
Register box screws, locking pins, main case top, adjustment vanes, and inlet and outlet coupling nuts, if provided, shall be equipped with tamper-resistant features including lids that can be padlocked. If drilled for seal wires, seal wire holes shall not be less than 3/32 inches in diameter.
- i. Class II: All meters shall be 3" turbine type, Class II. Class II meters shall register not less than 98.5 percent and not more than 105 percent of the water that actually passes through at any rate of flow within the normal test-flow limits stated in Table 1 of AWWA C701-15.
- b. Maincase: The maincase shall be cast aluminum. The cover shall be cast from a lead free, high-copper alloy containing a minimum of 85% copper. The maincase shall be finished with a thermoplastic coating for corrosion resistance conforming to AWWA C550. The size, model, and arrows indicating direction of flow shall be cast in raised characters on the top of the maincase or cover to a minimum depth of 0.008". **The maincase shall have a handle for ease of carrying during installation and removal.** Materials used in the construction of meter

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and strainer main cases shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105°F and shall not permanently warp or deform when exposed to temperatures of up to 150° F for 1 hour.

The maincase shall be designed to accept a digital absolute encoder register with a plastic tamperproof seal pin to allow for inline service replacement.

- c. Fasteners/Connections: Casing nuts, bolts, screws and washers shall be of a copper alloy or stainless steel only, as defined in AWWA C701-15, Section 4.1.8 and be designed for easy removal after long service. Register box screws, locking pins, main case top, adjustment vanes, inlet and outlet coupling nuts, if provided, shall be equipped with tamper resistant features. Meters shall be equipped with lids that can be locked by a padlock.

- d. Measuring Chamber:

**For Turbine Meters** - Measuring chambers in which the turbine operates shall be self-contained units separate from and easily removable. Chambers that have revolving spindles shall have removable bearings. Chambers with stationary spindles, on which the turbine revolves, shall have rigid, centrally located fasteners for spindles and bushings, or the bearings shall be replaceable. Turbine spindles shall be stainless steel only. The meter shall have a unitized measuring element which is a complete assembly, factory calibrated to applicable AWWA standards that includes the cover, registers, and a turbine measuring element assembly. It shall be easily field removable from the meter body without the requirement of unbolting flanges. The meter shall have an intermediate gear train and it shall be directly coupled to the turbine rotor and magnetically coupled to the register through the meter cover. All moving parts of the gear train shall be made of a self-lubricating polymer or stainless steel for operation in water. The cover shall contain a calibration vane for calibrating the turbine measuring element while the meter is in-line and under pressure. The calibration vane shall be mounted under the register that is attached in a tamper-resistant manner.

- e. Strainer: Meter shall have a lead free, high-copper alloy external strainer with a rated working pressure of 175 psi. The size, model, and NSF certification shall be marked on the strainer cover. The strainer body shall be constructed of 300 series stainless steel. The strainer cover shall be constructed of 300 series stainless steel or epoxy-coated steel. The strainer basket shall be constructed of AISI Type 18-8 stainless steel. The strainer shall contain a flushing port located near its bottom to facilitate easy cleaning. Meter and strainer assemblies shall be both Underwriters Laboratory (UL) listed and Factory Mutual (FM) approved. Meters shall be certified to NSF/ANSI 61 and NSF/ANSI 372 requirements.

- f. Accuracy: To ensure accuracy, each meter shall be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700-15. The meter shall register not less than 98.5% and not more than 101.5% of the water actually passes through at any rate of flow within the normal test-flow limits stated in latest edition of Table 1 of AWWA C701-15.

- g. Register: Registers shall be direct read or encoder read registers as requested by the County.

**Direct Read Registers**: Registers shall be direct straight-reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The lens shall be made of high strength impact resistant glass and must be scratch resistant. The measuring units shall be in US gallons or cubic feet. **All meters for Pinellas County shall have measuring units in gallons.** Other water purveyors may require the measuring units in cubic feet. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

All register lids shall be securely attached in a manner that will allow the meter to be carried by the lid. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

No portion of the reduction gearing; including frames, gears and pinions; or totalizing mechanism shall be in contact with the measured water. The register must include a leak indicator independent of the sweep hand for easy visual checks for possible service leaks.

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Register gear trains shall be located in the register compartment. Piston oscillations or disc nutations shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets. The totalizing numbers on the registers shall not be less than 5/32 inches in height and shall be readable at a 45° angle from the vertical. Billable units shall be clearly indicated on the register. Registers shall be furnished with center-sweep test hands with an index circle located near the periphery of the register face graduated in 100 equal parts, with each tenth graduation being numbered. The hand or pointer shall taper to a point and shall be set accurately and held securely in place. The quantities indicated by a single revolution of the test hand and the minimum capacity shall be as listed in Table 4 of AWWA C700-15. The meter assembly face plate shall be white for meters carrying potable water and purple for meters carrying reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system.

**Encoder Type Registers:** Encoder type registers shall use an absolute encoder to produce a visual numerical reading and record the readings in an electronic data storage medium that can be obtained semi-automatically or automatically at a remote location. The encoder type register consists of a meter register assembly, a signal encoder assembly, and a signal transmission assembly. All system components shall have the impact resistance and other physical characteristics required for this application. The register assembly shall be capable of two-way communication. All systems shall provide for visual register reading at the meter. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

The meter assembly shall be designed to provide field installation and removal. The meter register assembly shall be straight reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The register assembly shall not be affected by temperature variations from 32°F to 105°F or high humidity. No portion of the reduction gearing or totalizing mechanism within the register shall come in contact with the measured water. Verification of register operation and accuracy shall be provided by use of a test hand, index circle or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication from Table 4 of AWWA C700-15. The meter register assembly shall be equipped for testing by a test hand, test index circle, number wheels or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication to consistently meet the testing accuracy requirements.

Registration units shall be clearly visible on the face of the meter register assembly and show units as US gallons, cubic feet or cubic meters. **All meters for Pinellas County shall have measuring units in US gallons.** The meter register assembly shall be labeled with a unique identification number separate from the meter serial number. The meter register assembly shall be adaptable to magnetic-type and mechanical-type register drives of various meters. The electronic display register digits shall not be less than 5/32 inches in height and shall be easily readable at a 45° angle from the vertical position. Register capacity and initial dial indication shall be in compliance with tables for the particular meter type and size on which the assembly is being installed. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system. The size of the meter shall be marked permanently on the register dial face. The register cover shall be recessed and shall overlap the register to protect the lens. The lens shall be held securely in place. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

The Signal Encoder Assembly shall be designed to provide field installation and removal. The signal (data) encoder assembly shall not induce drag that would result in premature wear of the meter or cause the meter to register below the accuracy requirement of the applicable AWWA meter standard. The index mechanism shall not display ambiguous reads.

The register shall provide a high resolution nine-digit LCD display for registration at the meter. The totalized consumption shall be displayed with leading zeros so that all digits capable of displaying are readable. The

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delimiter in the totalized display shall be in the form of a period (.) or a comma (,). The electronic display register shall clearly distinguish digits used for customary billing units. If a battery is used as the primary power source, the electronic display register shall indicate low battery voltage and shall be designed to provide at least 180 days of useful life from initial low-battery-voltage indication to the end of the battery's life. The electronic display shall 1) be capable of toggling between totalized flow and flow rate if the same digits are used; 2) have indication to clearly designate when the display is in the rate mode; and 3) be capable of providing flow rate information – volume (U.S. Gallons, cubic feet) per unit time (per second, per minute, per hour) in the preferred units of measure. Reverse flow, backflow, flow direction and leak alarm indicators shall be displayed as required by the user.

The encoder register shall effectively integrate water consumption data and information from the meter to the utility billing system software, SAP.

- h. Pressure Loss: Pressure loss shall not exceed limits established by AWWA C701-15.
- i. Pressure Rating: Meters supplied under these specifications shall operate without leakage or damage to any part at a working pressure of 175 psi.
- j. Manufacturing: Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter register, chamber, and maincase is manufactured in the United States. Manufacturers shall have a minimum of fifteen (15) years of field and production experience with all sizes and models quoted. Manufacturers shall provide only one (1) model of meter which complies with these specifications. All meters shall be produced from ISO 9001 manufacturing facility.
- k. Affidavit: An affidavit from the manufacturer that the meters furnished under the purchaser's order comply with all applicable requirements of AWWA specifications and these detailed specifications shall be provided.

#### **APPROVED PRODUCTS:**

1. Neptune Fire Hydrant Meter
2. Sensus OMNI Fire Hydrant Water Meter

#### **1.4 SUB-GROUP - POTABLE WATER METERS - FIRE SERVICE TYPE WITH BYPASS ASSEMBLY**

##### a. Overview:

This specification covers fire service and commercial water and reclaimed water turbine type meter sizes 4" Turbine x 1" PD bypass, 6" Turbine x 1.5" PD bypass, 8" Turbine x 2" PD bypass, and 10" Turbine x 2" PD bypass and the material and workmanship employed in their fabrication. Fire service type meters are a combination of a mainline turbine type meter (size 4", 6", 8", or 10") that is either Underwriters Laboratories (UL) listed or Factory Mutual Research (FM) approved; a UL listed or FM approved fire-service strainer; a positive displacement type bypass meter (size 1", 1-1/2" or 2"); and an automatic valve for diverting flow rates other than fire demand through the bypass meter. All meters offered shall comply with the latest NSF 61 and NSF 372 standards. These specifications cover cold water meters and the materials and workmanship employed in their fabrication. The turbine meters covered are known as inline horizontal-axis type per AWWA Class II. Turbine meters with coatings applied on their housing bodies to meet NSF 372 standards are not acceptable. Fire service meters in this category shall have a typical low flow (95% minimum) of 2 GPM. **Use of a compound meter is not acceptable to meet this requirement.**

Materials shall comply with the requirements of the Safe Drinking Water Act and other federal and state requirements. Materials shall be selected for their strength and resistance to corrosion and shall not impart to the water objectionable taste or odor non-toxic substances in normalized concentrations exceeding the maximum contaminant levels (MCL) as defined by the United States Environmental Protection Agency (USEPA).

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Meters supplied shall operate without leakage or damage to any part when operated continuously at a working pressure of 175 psi. Meters shall be designed for easy removal of interior parts without disturbing the connections to the pipeline.

Register box screws, locking pins, main case top, adjustment vanes, and inlet and outlet coupling nuts, if provided, shall be equipped with tamper-resistant features including lids that can be padlocked. If drilled for seal wires, seal wire holes shall not be less than 3/32 inches in diameter.

- i. Class II: All Turbine type water meters in this group shall be Class II. Class II meters shall register not less than 98.5 percent and not more than 105 percent of the water that actually passes through at any rate of flow within the normal test-flow limits stated in Table 1 of AWWA C701-15.
- b. Maincase: The turbine meter maincase shall consist of 300 series stainless steel that is corrosion-resistant, lightweight, and compact. The maincase shall be welded to the valve body effecting a unibody construction with the valve. The size, model and direction of flow through the meter shall be marked permanently on the outer cases of all meters. The size(s) of the meter shall be marked permanently on the register dial face. The manufacturer's serial number shall be cut on a raised pad on the top portion of the main case to a minimum depth of .008" on both the main and the bypass meter. **Serial numbers on the side of the main case are not acceptable.** The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element while the meter is inline and under pressure. The calibration vane shall be mounted under the register or shall be covered by a protective cap that is attached in a tamper-resistant device.

The maincase of all 5/8" x 3/4" meters shall be manufactured from copper alloy containing not less than 75% copper or austenitic stainless steel. Cast iron main cases are not acceptable. For 5/8" x 3/4" and 1" meters only, the bottom plate shall be plastic. If plastic materials are used in the manufacture of bottom plates and/or register lids, only virgin or first-generation-grade rigid engineering plastic materials compounded with ultraviolet stabilizers shall be used. Engineered plastic bottom plates and/or register lids shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 105°F and shall not permanently warp or deform when exposed to temperatures of up to 150°F for one hour. The design of plastic bottom plates and/or register lids shall meet the fatigue limits and burst pressure requirements of AWWA 700-15.

All 1-1/2", 2", and larger meter main cases shall be manufactured from copper alloy containing not less than 75% copper or austenitic stainless steel. **Plastic bottom plates are not acceptable on 1-1/2" and larger meters.**

- c. Fasteners/Connections: Turbine meter external fasteners such as casing nuts, bolts, cap bolts, screws and washers shall be of a copper alloy or stainless steel only, as defined in AWWA C703-15. Register box screws, locking pins, main case top, adjustment vanes, inlet and outlet coupling nuts, if provided, shall be equipped with tamper resistant features. If drilled for seal wires, seal-wire holes shall not be less than 3/32" in diameter. External case screws, bolts, cap bolts, nuts and washers shall be designed for easy removal after long service. The meter inlet and outlet connections shall be round flanged per AWWA C207, Class D. Sizes 4" – 10" shall be 300 series stainless steel.

Positive displacement meter external fasteners such as bolts, nuts, locking pins, and washers shall be made of brass, bronze or stainless steel in accordance with AWWA C700-15, latest revision, be equipped with tamper-resistant features, and be designed for easy removal following lengthy service. Shear pin bolts will only be allowed when used as register tamper-resistant devices. 5/8" x 3/4" and 1" meters shall have external threaded end connections. The 1-1/2" and 2" sizes shall have female Iron Pipe (IP) thread screw ends or flanged ends, as specified on the bid form.

- i. Isolation Valves: Isolation valve bypass side of meter shall be an Ethylene Propylene Diene Monomer (EPDM) resilient wedge outside screw and yoke or full port opening curb stop valve. Bypass meters shall have isolation valves on both sides of meters.
- ii. Automatic Valves: The assembly shall have a spring-loaded, knuckle-joint type automatic valve. All internal linkage parts shall be stainless steel. It shall have a vulcanized rubber disc on a stainless-steel

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clapper plate to seal against a bronze seat. The springs shall be 18-8 stainless steel. The positive displacement meter shall include a self-actuated valve that directs flow through the PD meter at low flow rates, and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the PD meter to minimize wear.

- iii. Bypass Meter: The bypass meter shall be a positive displacement type meter, size 1", 1-1/2" or 2" meeting the requirements in Sub-Group 1.1 above. The bypass meter line shall be provided with a check valve in the piping downstream of the bypass (low flow measuring meter). The check valve shall be of copper alloy and shall effectively prevent reverse flow and shall not bind or stick while in service. The check valve shall be of sufficient size to test either the main line or the bypass meter at the flow rates required by AWWA for the respective meters. The by-pass positive displacement meter shall have its own serial and MIU number.
  - iv. Shut-off Valve: Meters incorporating a bypass meter system shall be provided a bypass shut-off valve that meets applicable AWWA standards and is installed on the inlet side and a check valve on the outlet side of the bypass section meter to prevent reverse flow and to enable servicing of the bypass meter without shutting down the main line section.
- d. Measuring Chamber:  
**For Positive Displacement Meters** - Meters shall have an outer case with separate removable measuring chambers. The measuring chambers shall be self-contained units, smoothly finished, firmly seated, and easily removed from the main cases. Measuring chambers shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 80°F and shall not warp or deform when exposed to operating temperatures of 100°F. Measuring chambers shall be secured in the main cases so that the accuracy of the meter will not be affected by any distortion of the main case that might occur when operating at a pressure less than 150psi. Measuring chambers shall be made of copper alloy containing not less than 85% copper or similar copper alloy listed in ASTM B584 or suitable engineered plastic as described in AWWA C700-15. Non-metallic gaskets shall be used to seal the chamber from the case.

**For Turbine Meters** - Measuring chambers in which the turbine operates shall be self-contained units separate from and easily removable. Chambers that have revolving spindles shall have removable bearings. Chambers with stationary spindles, on which the turbine revolves, shall have rigid, centrally located fasteners for spindles and bushings, or the bearings shall be replaceable. Turbine spindles shall be stainless steel only. The meter shall have a unitized measuring element which is a complete assembly, factory calibrated to applicable AWWA standards that includes the cover, registers, and a turbine measuring element assembly. It shall be easily field removable from the meter body without the requirement of unbolting flanges. The meter shall have an intermediate gear train and it shall be directly coupled to the turbine rotor and magnetically coupled to the register through the meter cover. All moving parts of the gear train shall be made of a self-lubricating polymer or stainless steel for operation in water. The cover shall contain a calibration vane for calibrating the turbine measuring element while the meter is in-line and under pressure. The calibration vane shall be mounted under the register that is attached in a tamper-resistant manner.

- e. Strainer: The external strainers for turbine meter sizes 4" through 10" shall be 300 series stainless steel. Strainer shall be manufactured by the same meter manufacturer. The strainer basket for the turbine meters shall be AISI Type 18-8 stainless steel. The strainer shall contain a flushing port located near its bottom base to facilitate maintenance. The strainers for the turbine meters shall be designed and approved for fire service use by Underwriters Lab and FM Approved and stamped as such. The size, model and NSF/ANSI 61 certification shall be marked on the strainer cover. Strainer shall have working pressure rating of 175 psi. The strainer outlet and meter inlet shall be connected by a UL Listed/FM Approved grooved coupling, Style 77 Victaulic or equal. Meter strainer and valve cover bolts shall be made of 316 stainless steel. The strainers for the PD by-pass meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall

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not be accepted. The strainers for the PD by-pass meters shall be NSF/ANSI 61 certified and shall be pressure rated to 150 psi.

- f. Accuracy: To ensure accuracy, each meter shall be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C703-15. The meter shall register not less than 98.5% and not more than 101.5% of the water that actually passes through at any rate of flow within the normal test-flow limits stated in latest edition of Table 1 of AWWA C701-15. Turbine type meter shall have maximum continuous flow rates that may be exceeded by as much as 25% for intermittent periods.
  
- g. Register: Registers shall be direct read or encoder read registers as requested by the County.

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**Direct Read Registers:** Registers shall be direct straight-reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The lens shall be made of high strength impact resistant glass and must be scratch resistant. The measuring units shall be in US gallons or cubic feet. **All meters for Pinellas County shall have measuring units in gallons.** Other water purveyors may require the measuring units in cubic feet. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

All register lids shall be securely attached in a manner that will allow the meter to be carried by the lid. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

No portion of the reduction gearing; including frames, gears and pinions; or totalizing mechanism shall be in contact with the measured water. The register must include a leak indicator independent of the sweep hand for easy visual checks for possible service leaks.

Register gear trains shall be located in the register compartment. Piston oscillations or disc nutation's shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets. The totalizing numbers on the registers shall not be less than 5/32 inches in height and shall be readable at a 45° angle from the vertical. Billable units shall be clearly indicated on the register. Registers shall be furnished with center-sweep test hands with an index circle located near the periphery of the register face graduated in 100 equal parts, with each tenth graduation being numbered. The hand or pointer shall taper to a point and shall be set accurately and held securely in place. The quantities indicated by a single revolution of the test hand and the minimum capacity shall be as listed in Table 4 of AWWA C700-15. The meter assembly face plate shall be white for meters carrying potable water and purple for meters carrying reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system.

**Encoder Type Registers:** Encoder type registers shall use an absolute encoder to produce a visual numerical reading and record the readings in an electronic data storage medium that can be obtained semi-automatically or automatically at a remote location. The encoder type register consists of a meter register assembly, a signal encoder assembly, and a signal transmission assembly. All system components shall have the impact resistance and other physical characteristics required for this application. The register assembly shall be capable of two-way communication. All systems shall provide for visual register reading at the meter. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

The meter assembly shall be designed to provide field installation and removal. The meter register assembly shall be straight reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The register assembly shall not be affected by temperature variations from 32°F to 105°F or high humidity. No portion of the reduction gearing or totalizing mechanism within the register shall come in contact with the measured water. Verification of register operation and accuracy shall be provided by use of a test hand, index circle or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication from Table 4 of AWWA C700-15. The meter register assembly shall be equipped for testing by a test hand, test index circle, number wheels or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication to consistently meet the testing accuracy requirements.

Registration units shall be clearly visible on the face of the meter register assembly and show units as US gallons, cubic feet or cubic meters. **All meters for Pinellas County shall have measuring units in US gallons.** The meter register assembly shall be labeled with a unique identification number separate from the meter serial number. The meter register assembly shall be adaptable to magnetic-type and mechanical-type register drives of various meters. The electronic display register digits shall not be less than 5/32 inches in height and shall be easily readable at a 45° angle from the vertical position. Register capacity and initial dial

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indication shall be in compliance with tables for the particular meter type and size on which the assembly is being installed. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water. For reclaimed water meters, the register face shall be lavender (purple) in color with the word "RECLAIMED" to indicate use in a reclaimed water system. The size of the meter shall be marked permanently on the register dial face. The register cover shall be recessed and shall overlap the register to protect the lens. The lens shall be held securely in place. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

The Signal Encoder Assembly shall be designed to provide field installation and removal. The signal (data) encoder assembly shall not induce drag that would result in premature wear of the meter or cause the meter to register below the accuracy requirement of the applicable AWWA meter standard. The index mechanism shall not display ambiguous reads.

The register shall provide a high resolution nine-digit LCD display for registration at the meter. The totalized consumption shall be displayed with leading zeros so that all digits capable of displaying are readable. The delimiter in the totalized display shall be in the form of a period (.) or a comma (,). The electronic display register shall clearly distinguish digits used for customary billing units. If a battery is used as the primary power source, the electronic display register shall indicate low battery voltage and shall be designed to provide at least 180 days of useful life from initial low-battery-voltage indication to the end of the battery's life. The electronic display shall 1) be capable of toggling between totalized flow and flow rate if the same digits are used; 2) have indication to clearly designate when the display is in the rate mode; and 3) be capable of providing flow rate information – volume (U.S. Gallons, cubic feet) per unit time (per second, per minute, per hour) in the preferred units of measure. Reverse flow, backflow, flow direction and leak alarm indicators shall be displayed as required by the user.

The encoder register shall effectively integrate water consumption data and information from the meter to the utility billing system software, SAP.

- h. Pressure Loss: Pressure loss shall not exceed limits established by AWWA C703-15.
- i. Pressure Rating: Turbine meters supplied under these specifications shall operate without leakage or damage to any part at a working pressure of 175 psi.
- j. Coatings: Any corrosion resistant coating used on meter and strainer main casings or other meter assembly components shall be a fusion-bonded epoxy or other corrosion resistant treatment that meets the requirements of AWWA/ASTM standards.
- k. Affidavit: An affidavit from the manufacturer that the meters furnished under the purchaser's order comply with all applicable requirements of AWWA specifications and these detailed specifications shall be provided.
- l. Manufacturing: Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter register, chamber, and maincase is manufactured in the United States. Manufacturers shall have a minimum of fifteen (15) years of field and production experience with all sizes and models quoted. Manufacturers shall provide only one (1) model of meter which complies with these specifications. All meters shall be produced from an ISO 9001 manufacturing facility.
- m. UL/FM: Meters 6" and larger must be Underwriters Laboratories (UL) Listed and Factory Mutual Research (FM) approved for Fire Service.

#### **APPROVED PRODUCTS:**

1. Neptune Protectus

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**GROUP 2 – POTABLE AND RECLAIMED WATER METER PARTS. NEPTUNE METER PARTS**

Parts are to be bid for the manufacturers and models that are currently in the Pinellas County Utilities water system. PCU's intent is to minimize the warehouse inventory while keeping enough materials in stock to assure that parts are available for daily work and emergencies.

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

**GROUP 3 – POTABLE AND RECLAIMED WATER METER PARTS. BADGER METER PARTS**

Parts are to be bid for the manufacturers and models that are currently in the Pinellas County Utilities water system. PCU's intent is to minimize the warehouse inventory while keeping enough materials in stock to assure that parts are available for daily work and emergencies.

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

**GROUP 4 – POTABLE AND RECLAIMED WATER METER PARTS. SENSUS METER PARTS**

Parts are to be bid for the manufacturers and models that are currently in the Pinellas County Utilities water system. PCU's intent is to minimize the warehouse inventory while keeping enough materials in stock to assure that parts are available for daily work and emergencies.

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

**Unspecified Materials** – Unspecified Materials are materials that the County may require during the term of the contract that are not specifically identified in the bid documents. Unspecified materials will be ordered and authorized solely at the discretion of the County.

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#### 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 Jasper-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 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

## SERVICES AGREEMENT

### EXHIBIT B

#### INSURANCE REQUIREMENTS

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.
  - (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.

**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (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**

**BID SUBMITTAL INSTRUCTIONS:**  
 Specific items outlined in Section F - Bid Submittal section are scenarios only for bid evaluation purposes. For each of the specific items defined, bidders are to enter EITHER the 1) current MSRP and MSRP less the same discount applied to all items in the group OR 2) Net Cost and Cost plus the same percentage markup to all items in the group. Bidders shall provide the current MSRP page or Cost Sheet with the bid submittal for verification. **Discounts, markups, and manufacturers will remain fixed for the entire contract period.**

See table below with a % MSRP discount example and a cost plus % markup example.

**EXAMPLE:**

GROUP A - POTABLE AND RECLAIMED WATER METERS			MSRP DISCOUNT: %			MANUFACTURER: List Manufacturer Name Here			
			OR COST MARKUP: %						
Item	Unit Of Measure (UOM)	Item 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. MSRP Method	Ea.	Cap	31834	Vendor A	Vendor A Part XYZ	75	\$50.00	\$0.00	\$0.00
b. Cost/Markup Method	Ea.	Cap	31834	Vendor A	Vendor A Part XYZ	75	\$0.00	\$0.00	\$0.00

GROUP 1 - POTABLE AND RECLAIMED WATER METERS			MSRP DISCOUNT: 87%			LIST MANUFACTURER HERE: Neptune Technology Group Inc.			
			OR COST MARKUP: %						
Item	Unit Of Measure (UOM)	Item 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)
SUB-GROUP 1.1		POTABLE WATER METERS - Positive Displacement Type - with encoder register							
a.	Each	5/8" X 3/4" meter (screw end)		Neptune Technology Group Inc.	T-10 - ED2B31RYMG11SG89	8,607	\$434.00	\$186.62	\$1,606,238.34
b.	Each	1" meter (screw end)		Neptune Technology Group Inc.	T-10- ED2F21RYMG11SG89	507	\$620.00	\$266.60	\$135,166.20
c.	Each	1-1/2" meter (flanged end)		Neptune Technology Group Inc.	T-10-ED2H11RYMG11SG89	5	\$1,038.00	\$446.34	\$2,231.70
d.	Each	1-1/2" meter (screw end)		Neptune Technology Group Inc.	T-10-ED2H21RYMG11SG89	182	\$1,038.00	\$446.34	\$81,233.88
e.	Each	2" meter (flanged end)		Neptune Technology Group Inc.	T-10-ED2J11RYMG11SG89	1	\$1,236.00	\$531.48	\$531.48
f.	Each	2" meter (screw end)		Neptune Technology Group Inc.	T-10-ED2J21RYMG11SG89	149	\$1,236.00	\$531.48	\$79,190.52
		RECLAIMED WATER METERS - Positive Displacement Type - with encoder register							
g.	Each	1" meter (screw end)		Neptune Technology Group Inc.	T-10-ED2F21RYMG11S2292	16	\$620.00	\$266.60	\$4,265.60
h.	Each	1-1/2" meter (flanged end)		Neptune Technology Group Inc.	T-10-ED2H11RYMG11S2292	26	\$1,038.00	\$446.34	\$11,604.84
i.	Each	1-1/2" meter (male Iron Pipe (IP) outside thread)		Neptune Technology Group Inc.	T-10-ED2H21RYMG11S2656	1	\$1,038.00	\$446.34	\$446.34
j.	Each	2" meter (flanged end)		Neptune Technology Group Inc.	T-10-ED2J11RYMG11S2292	1	\$1,236.00	\$531.48	\$531.48
k.	Each	2" meter (male Iron Pipe (IP) outside thread)		Neptune Technology Group Inc.	T-10-ED2J21RYMG11S2656	1	\$1,236.00	\$531.48	\$531.48
								Subtotal	\$1,921,971.86

**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

Item	Unit Of Measure (UOM)	Item 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)
<b>SUB-GROUP 1.2</b>									
		<b>POTABLE WATER METERS - Turbine Type - with encoder register</b>							
a.	Each	2" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4ARYMG11SG89	4	\$1,958.00	\$841.94	\$3,387.76
b.	Each	4" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4CRYMG11S2292	2	\$4,434.00	\$1,906.62	\$3,813.24
c.	Each	6" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4DRYMG11S2292	2	\$7,326.00	\$3,150.18	\$6,300.36
d.	Each	8" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4ERYMG11S2292	2	\$11,348.00	\$4,879.64	\$9,759.28
e.	Each	10" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4FRYMG11SG89	1	\$17,614.00	\$7,574.02	\$7,574.02
<b>RECLAIMED WATER METERS - Turbine Type - with encoder register</b>									
f.	Each	2" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4ARYMG11S2292	28	\$1,958.00	\$841.94	\$23,574.32
g.	Each	4" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4CRYMG11S2292	5	\$4,434.00	\$1,906.62	\$9,533.10
h.	Each	6" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4DRYMG11S2292	2	\$7,326.00	\$3,150.18	\$6,300.36
i.	Each	8" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4ERYMG11S2292	1	\$11,348.00	\$4,879.64	\$4,879.64
j.	Each	10" meter (flanged end)		Neptune Technology Group Inc.	HP Turbine-ET4FRYMG11SG89	0	\$17,614.00	\$7,574.02	\$0.00
								Subtotal	\$75,102.08
<b>SUB-GROUP 1.3</b>									
		<b>POTABLE WATER METERS - 3" Turbine/Fire Hydrant Type</b>							
a.	Each	3" meter (each with end connections and shut-off valve)		Neptune Technology Group Inc.	Fire Hydrant-ET2BR8G1	5	\$1,900.00	\$817.00	\$4,085.00
								Subtotal	\$4,085.00

Item	Unit Of Measure (UOM)	Item 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)
<b>SUB-GROUP 1.4</b>									
		<b>POTABLE WATER METERS - FIRE SERVICE TYPE WITH BYPASS ASSEMBLY</b>							
a.	Each	4" meter with 1" bypass meter (4"x1")		Neptune Technology Group Inc.	HP Protectus-EP7CRYMG11S989	10	\$12,324.00	\$5,299.32	\$52,993.20
b.	Each	6" meter with 1.5" bypass meter (6"x1.5")		Neptune Technology Group Inc.	HP Protectus-EP7DRYMG11S989	9	\$19,820.00	\$8,522.60	\$76,703.40
c.	Each	8" meter with 2" bypass meter (8"x2")		Neptune Technology Group Inc.	HP Protectus-EP7ERYMG11S989	3	\$25,490.00	\$10,960.70	\$32,882.10
d.	Each	10" meter with 2" bypass meter (10"x2")		Neptune Technology Group Inc.	HP Protectus-EP7FRYMG11S989	1	\$29,480.00	\$12,676.40	\$12,676.40
								Subtotal	\$175,256.10
								Group 1 Total	\$2,176,414.04

<b>GROUP 2 - POTABLE AND RECLAIMED WATER METER PARTS, NEPTUNE</b>						MSRP DISCOUNT: <u>35%</u>			
						OR COST MARKUP: <u>    </u> %			
Item	Unit Of Measure (UOM)	Item Description	County Number	Manufacturer	Manufacturer Model# / Part #	Annual Estimated Purchase \$ (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup, \$ (C)	Extension, \$ (A x C)
<b>NEPTUNE METER PARTS</b>									
a.	Each	Misc. Meter Parts as needed (encoder registers, chambers, antennas, etc.)		Neptune Technology Group Inc.	As needed	\$200,000	\$200,000.00	\$0.65	\$130,000.00
								Group 2 Total	\$130,000.00

<b>GROUP 3 - POTABLE AND RECLAIMED WATER METER PARTS, BADGER</b>						MSRP DISCOUNT: <u>    </u> %			
						OR COST MARKUP: <u>    </u> %			
Item	Unit Of Measure (UOM)	Item Description	County Number	Manufacturer	Manufacturer Model# / Part #	Annual Estimated Purchase \$ (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost, \$ (B)	MSRP Less Discount OR Cost Plus Markup, \$ (C)	Extension, \$ (A x C)
<b>BADGER METER PARTS</b>									
a.		Misc. Meter Parts (if needed)				200,000	\$0.00	\$0.00	\$0.00
								Group 3 Total	\$0.00

**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

GROUP 4 - POTABLE AND RECLAIMED WATER METER, PARTS, SENSUS			MSRP DISCOUNT: %						
			OR COST MARKUP: %						
Item	Unit Of Measure (UOM)	Item Description	County Number	Manufacturer	Manufacturer Model#/Part #	Annual Estimated Purchase \$ (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost \$ (B)	MSRP Less Discount OR Cost Plus Markup \$ (C)	Extension \$ (A x C)
SENSUS METER PARTS									
a	Each	Misc. Meter Parts (if needed)				200,000	\$0.00	\$0.00	\$0.00
								<b>Group 4 Total</b>	<b>\$0.00</b>
GROUP 5 - POTABLE AND RECLAIMED WATER METER, PARTS, Any Manufacturer			MSRP DISCOUNT: 35%						
Item	Unit Of Measure (UOM)	Item Description	County Number	Manufacturer	Manufacturer Model#/Part #	Annual Estimated Purchase \$ (A)	Manufacturer's Suggested Retail Price (MSRP) OR Cost \$ (B)	MSRP Less Discount OR Cost Plus Markup \$ (C)	Extension \$ (A x C)
Any Manufacturer METER PARTS									
a	Each	Misc. Meter Parts (if needed)		Neptune Technology Group	As needed	200,000	\$200,000.00	\$0.00	\$0.00
								<b>Group 5 Total</b>	<b>\$0.00</b>

**BID SUMMARY**

Group	Total	Manufacturer (Must match group)	% Discount OR Markup
Total Group 1	\$2,176,414.04	Neptune Technology Group Inc.	57.00%
Total Group 2	\$130,000.00	Neptune Technology Group Inc.	35.00%
Total Group 3	\$0.00		%
Total Group 4	\$0.00		%
Total Group 5	\$0.00		%
<b>\$2,306,414.04 Annual Total Bid</b>			

<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>Estimated Annual Unspecified Materials</b>	<b>\$200,000.00</b>
<b>MSRP Discount OR</b>	<b>35.00%</b>
<b>Cost Markup</b>	<b>%</b>

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501. See link below.  
<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit the link below for this information on how to become registered.  
<http://www.sunbiz.org>

<b>Bid Total</b>	<b>\$2,506,414.04</b>
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**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).

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.
- 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.