

REQUEST FOR PROPOSALS

- 14. Award RFP-4243-05/DRR – Irrigation System Evaluations – 2005 Agreement for Seminole County to Clear Water Products & Services of Winter Springs, FL (Estimated \$50,000 annually with a five year term).**

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET
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ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4243-05/DRR

RFP TITLE: Irrigation System Evaluation -
2005

PAGE: 1 of 1

DUE DATE: March 30, 2005 at 2:00PM.

	Response 1		
Firm	Clear Water Products & Services P.O. Box 196087 Winter Springs, FL 32719-6087 Judith C. Benson, President 407-327-2124 PH 407-327-2118 FX		
Required Submittals	Yes		

OPENED and TABULATED BY: D. Reed

RECOMMENDATION OF AWARD: Clear Water Products & Services

RFP-4242-05/DRR – Irrigation Evaluations - 2005

APPLICANT'S NAME (one Applicant per page): Clear Water Products & Services

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

The Following criteria and weights shall be utilized in the evaluation of the proposals.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience of Proposer in conducting irrigation audits (0 to 20 Points):

- ❖ A variety of audit situations and customers (5);
- ❖ Single family homes or small business audits (5);
- ❖ Audits have resulted in water use reduction (10).

18

Criteria: Examples of previous irrigation audit reports (0 to 20 Points):

- ❖ Completeness of reports (5);
- ❖ Reports are understandable and geared to the appropriate audience level (5);
- ❖ Reports provide information that expands the customer's understanding of their irrigation system and ability to reduce water use (10).

18

Criteria: Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services (0 to 15 Points):

14

Criteria: Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction (0 to 15 Points):

13

Cost per evaluation (0-30 Points).

25

TOTAL POINTS

88

Gary Rudolph

RFP-4242-05/DRR – Irrigation Evaluations - 2005

APPLICANT'S NAME (one Applicant per page): Clear Water Products & Services

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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20

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20

Criteria: Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services (0 to 15 Points):

15

Criteria: Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction (0 to 15 Points):

15

Cost per evaluation (0-30 Points).

30

TOTAL POINTS

100

RFP-4242-05/DRR – Irrigation Evaluations - 2005

APPLICANT'S NAME (one Applicant per page): Clear Water Products & Services

QUALIFICATION COMMITTEE MEMBER: LIZ BLOCK

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Cost per evaluation (0-30 Points).

30

TOTAL POINTS

100

CONSULTANT SERVICES AGREEMENT (RFP-4243-05/DRR)
IRRIGATION SYSTEM EVALUATION

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLEAR WATER PRODUCTS & SERVICES** duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 196087 Winter Springs, Florida 32719-6087, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide consulting services regarding irrigation system evaluation in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. TERM. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall continue for a five (5) year term.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) annually. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the

Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 8. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement

price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 10. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any

circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 12. SUBCONTRACTORS. No subcontractors shall be utilized by the CONSULTANT in the performance of services under this Agreement.

SECTION 13. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 14. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance

is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the

subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
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Personal & Advertising \$500,000.00
Injury Limit

Each Occurrence Limit \$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment

Procedures," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 16. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 19. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 20. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall

be honored by the COUNTY.

SECTION 22. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 23. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONSULTANT:

Clear Water Products & Services
P.O. Box 196087
Winter Springs, FL 32719-6087

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or

regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 26. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

CLEAR WATER PRODUCTS & SERVICES

Witness

By: _____
JUDITH C. BENSON, President

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/31/05
rfp-4243

By: _____
CARLTON HENLEY, Chairman

Date: _____

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Attachment:
Exhibit "A" - Scope of Services

EXHIBIT A

SCOPE OF WORK

1. Seminole County Environmental Services Department will supply names of irrigation evaluation customers to the Proposer. The Proposer shall contact customers to schedule evaluations, including arrangements for access to the irrigation controller.
2. The field portion of the evaluation should be conducted in approximately one hour, and should focus on:
 - 1) determination of water conserving irrigation zone run times,
 - 2) identification of repairs and upgrades that will prevent water waste,
 - 3) rain sensor function and setting, and
 - 4) increasing the customer's awareness and familiarity with their irrigation system.
3. The Proposer shall conduct irrigation evaluations to include the following activities:
 - Irrigation controller settings meet designated watering days
 - Irrigation zone run times to apply the amount of water appropriate to plant water demands, season, and weather (watering of sod should not exceed IFAS maximum recommended application of $\frac{3}{4}$ inch, twice a week.
 - Flow rate of each zone in gallons per minute.
 - Correct functioning and spray pattern of each sprinkler head
 - Rotor nozzles with matched application rates
 - Rain sensor placement, setting, and operation
 - Capability and functioning of a battery backup for the irrigation controller
 - Other observations as needed to provide recommendations in Item 4
4. The Proposer shall provide a short written report of irrigation system to the customer and to the Seminole County Environmental Services, Water Conservation Program on evaluation results to include the following information:
 - Number of zones
 - Recommendations for controller adjustments to conform with designated watering days and water conserving zone run times.
 - For each zone: original zone run time, flow rate, and amount of water used; recommended zone run time and estimated amount of water used; amount of water saved, and type of plant material.
 - Recommendations for sprinkler/irrigation system repair, maintenance, coverage, and appropriate match to vegetation, including but not limited to 1) shrubs and turf on different zones, 2) rotors and sprays on separate zones, and 3) nozzles in rotors with matched application rates.
 - Recommendations for irrigation system adjustments to improve coverage, minimize vegetation interference, and promote water conservation, ranging from simple repairs to renovations.
 - Recommendation for rain sensor addition, repair, replacement, setting, or relocation as appropriate.

- Recommendations to ensure controller battery backup functioning.
 - Other information or recommendations as appropriate (e.g. observation of plant diseases or pests)
5. Based on the customer's interest in water conserving irrigation and landscaping, the Proposer may recommend and schedule one free follow-up evaluation to discuss in more detail:
- 1) irrigation system renovation (e.g. separate zones for turf and beds),
 - 2) irrigation system changes (e.g. micro-irrigation) and/or
 - 3) water conserving landscaping changes.

A short summary report should be provided to the customer and to Seminole County Environmental Services, Water Conservation Program following a second evaluation.

Sub-Contractors shall not be utilized for this contract.

CLEAR WATER PRODUCTS & SERVICES INC.

CLIENT NAME Donald & Jennifer May
ADDRESS 9456 Loblolly Pine Court
CITY/ST/ZIP Orlando FL 32807
PHONE (407) 864-7858
CONTACT DATE(s)
SITE VISIT DATE 07/26/02 TIME 9:00 AM

P.O. BOX 19887
WINTER SPRINGS FL 32719-0087
407/327-2124

EVALUATION
COMPLETED BY Judy Benson

CURRENT SYSTEM CONDITIONS						
ZONE INFORMATION	1	2	3	4	5	6
NO FAULTS FOUND	X					
CLOGGED SPRAY		2				
ARC OR RADIUS ADJUST						
HEAD STRAIGHTENED						
HEAD MISSING or BROKEN						
HEAD or SEAL LEAK						
CHANGE 4" TO 5" SPRAY						
CHANGE TO 12" SPRAY						
RAISE HEAD			3			
LOWER HEAD						
INCORRECT NOZZLE			1			
RELOCATE or MOVE			4			
VALVE NOT OPENING/CLOSING						
BROKEN PIPING or FITTING			2			
LOW PRESSURE						
OTHER						

COMMENTS Fence added in back yard. rotors are outside fence and must be moved. Three rotors are to be raised for proper coverage. Repairs shown above must be completed. Add 4th zone to system to cover 2' wide strip of sod outside of fence. Most foliage is drought tolerant and coverage will be adjusted concentrating on sod. Timer to be adjusted for proper watering schedule and run times. Grass is cut too short by lawn services. Monthly or quarterly inspection of system is recommended.

CURRENT CONTROLLER SETTINGS	1	2	3	4	5	6
RUN TIME (mins.)	40	40	60			
FLOW RATE - GPM	20	19.5	18			
WATER USED (mins x gpm)	800	780	960	0	0	0
CURRENT WATER USE	2540	(gallons per watering cycle/day)				
PROPOSED CONTROLLER SETTINGS						
RUN TIME (mins.)	25	20	40	20		
FLOW RATE - GPM	20	19.5	25	9.7		
WATER USED (mins x gpm)	500	390	800	194	0	0
PROPOSED WATER USE	1684	(gallons per watering cycle/day)				
POTENTIAL WATER SAVINGS	856	(gallons per watering cycle/day)				
WEEKLY WATER SAVINGS	1312	NOTE: Watering 2 days per week (not 3 day) saves 125016 annually				
MONTHLY WATER SAVINGS	5510.4					
ANNUAL WATER SAVINGS	66124.8					
TOTAL ANNUAL WATER SAVINGS	194141	Savings 50.6% each year				

IRRIGATION SYSTEM EVALUATION



**Seminole County
Environmental Services
Department 407/665-2121**

A FREE water conservation effort provided by:

and

**Clear Water Products
& Services, Inc.
407/327-2124**

INFO RECEIVED (from Seminole Co) _____

CLIENT NAME _____

ADDRESS _____

CITY/ST/ZIP _____

EVALUATION DATE _____ TIME _____

ON-SITE ARRIVAL _____ DEPART _____

CONTACT DATE(s) _____

PHONE _____

SUBDIVISION _____

METER CODE _____ ACCT # _____

TIMER LOCATION: Indoor _____ Outdoor _____

EVALUATED BY: _____

EXISTING SYSTEM COMPONENTS												
WATER SOURCE	Meter: House _____ Irrigation _____ Well _____ [Single Source: Yes _____ No _____ Unknown _____] Idle Yes _____ No _____											
BACKFLOW PREVENTION	Yes _____ No _____ Mfr/Model _____ S/N _____											
RAIN SENSOR	Yes _____ No _____ OPERATIONAL Yes _____ No _____ Unknown _____											
CURRENT CONTROLLER SETTINGS												
WATERING DAYS (red)	Su M Tu W Th F Sa Su M Tu W Th F Sa											
PROGRAM (A, B, C)	_____											
START TIME(s)	_____											
BATTERY BACK-UP	Yes _____ No _____ OPERATIONAL Yes _____ No _____ Unknown _____											
CURRENT ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12
RUN TIME (mins.)												
TURF / FOLIAGE / MIXED												
SPRAY / ROTOR / MIXED												
ESTIMATED GPM												
ESTIMATED TOTAL WATER USED												
COMMENTS /NOTES												

RECOMMENDED ZONE SETTINGS	1	2	3	4	5	6	7	8	9	10	11	12
SUGGESTED RUN TIME (mins.)												
ESTIMATED TOTAL WATER USED												
ESTIMATED WATER SAVINGS												
OTHER RECOMMENDATIONS												
(ODD ADDRESS) (EVEN ADDRESS) (COMMERCIAL/NO ADDRESS)												
WATERING DAYS	Wed/Sat _____			Thur/Sun _____			Tues/Fri _____			BATTERY OK _____ REPLACE _____ N/A _____		
START TIME(S)	_____			_____			_____			RAIN SENSOR OK _____ REPAIR _____ INSTALL _____		
COMMENTS and SUGGESTIONS												

CLEAR WATER PRODUCTS & SERVICES, INC.

QUOTATION

P. O. BOX 196087
WINTER SPRINGS, FL 32719-6087

PHONE: 407/327-2124
FAX: 407/327-2118

QUOTED TO: Diane R. Reed
Seminole County
1101 E. 1st Street, Room 3208
Sanford FL 32771
407/665-7128 dreed@seminolecountyfl.gov

QUOTE NUMBER	Q02899-IA
QUOTE DATE	03/22/2005
QUOTE EXPIRES	04/21/2005
SALES REP	Judy Benson

NOTES/COMMENTS:

RFP-4243-05/DRR
Irrigation Evaluations -2005

*Protecting you and your property with
1 Million Dollars of General Liability Insurance
Florida Irrigation Specialist #0000222
Florida Water Well Contractor #2790
Over 50 Years of Combined Experience*

QUANTITY		UNIT PRICE	AMOUNT
*	<p>Irrigation Evaluations for Seminole County residences, contacts provided by Seminole County. Evaluations to be completed per description as noted in Scope of Work provided in RFP-4243-05/DRR.</p> <p>Approximate number of evaluations per contract: 1000</p> <p>No sub-contractors to be utilized for this contract. Contractor to designate a minimum of one (1) employee for completion of contract.</p> <p>Contract is to consist of a 5-year term.</p> <p><u>NOTE: Quoted price/amount is per each evaluation completed</u></p> <p>Payment terms: Net 30 Days <u>A WOMAN-OWNED BUSINESS ENTERPRISE</u></p>	* \$225.00	*
Questions concerning this quotation? Call Us! 407/327-2124			QUOTED AMOUNT
MAKE ALL PAYMENTS TO: CLEAR WATER PRODUCTS P. O. BOX 196087 WINTER SPRINGS FL 32719-6087			\$225.00

**WE ACCEPT
VISA & MASTERCARD**

Look for us on the internet:
www.ClearWaterPSI.com

THANK YOU FOR THE OPPORTUNITY