

- 28. Approve Amendment #1 and Second Renewal to RFP-4197-03/PWM – Irrigation System Evaluation with Clear Water Products and Services, Inc., (NTE \$100,000 per yr.).**

RFP-4197-03/PWM provides services to conduct irrigation audits for residential properties as described in the scope of services. Amendment #1 will increase the Not to Exceed amount of the agreement to \$100,000 per year and allow for the second renewal.

This is a budgeted project and funds are available in account number 087804.530340. Environmental Services/Water and Sewer and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the County Manager to execute the amendment as prepared by the County Attorney's Office.

**FIRST AMENDMENT AND SECOND RENEWAL TO CONSULTANT SERVICES AGREEMENT
(RFP-4197-03/PWM) IRRIGATION SYSTEM EVALUATION**

THIS FIRST AMENDMENT AND SECOND RENEWAL is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 4th day of September, 2003 between **CLEAR WATER PRODUCTS AND SERVICES, INC.**, whose mailing address is P.O. Box 196087, Winter Springs, Florida 32719-6087, hereinafter referred to as "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 referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on September 4, 2003 for irrigation system evaluations for residential properties in Seminole County; and

WHEREAS, the parties desire to amend and extend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. FIXED FEE 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 TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) per evaluation, not to exceed a total of ONE HUNDRED THOUSAND AND NO/100 DOLLARS

(\$100,000.00) per year. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fees 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.

2. The Agreement is hereby renewed for the six (6) month term from September 4, 2004 through March 4, 2005, unless terminated sooner as provided for in said Agreement.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

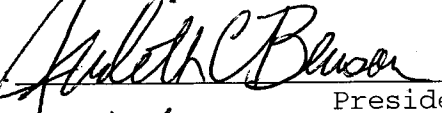
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


Secretary

(CORPORATE SEAL)

CLEAR WATER PRODUCTS AND
SERVICES, INC.

By: 
President

Date: 6/8/04

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

For the use and reliance
of Seminole County only.

Date: _____

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.



County Attorney

AC/lpk

6/2/04

1am-2renew-rfp-4197