

REQUEST FOR PROPOSALS

15. **Approve Amendment #3 to RFP-4243-05/DRR – Irrigation System Evaluations – 2005 Agreement for Seminole County to Clear Water Products & Services of Winter Springs, FL (Rate Decrease, Term Increase; Not to Exceed amount of \$150,000.00 per year).**

RFP-4243-05/DRR provides for irrigation system evaluations for residential properties. The St. John's River Water Management District (SJRWMD) requires all utilities to reduce water consumption by the year 2020. The Irrigation Audit Program was started 3 years ago as a directive from SJRWMD. A review of the data from those years has shown that the Irrigation Audit Program has been very successful in reducing both water consumption and county residents' water bills. Approximately 9.9 million gallons of water per year have been conserved as a result of 117 audits, and a statistical analysis suggests that each audit produces at least a 13.4% reduction in use, which equals 60,000 gallons per residence per year.

While the County is expanding residential reclaimed availability to some service areas, it will not be available in all areas. The Irrigation Audit Program will benefit the entire county, regardless of the availability of reclaimed water. The potable water conservation study conducted by Reiss Environmental has shown that the Irrigation Audit Program represents the greatest offset for the least amount of cost to the county. The current contract rate is \$225.00 per Residential Evaluation and the Contractor requested a rate increased due to a number of factors, including increased fuel costs, extended mileage and travel time, increased time on-site. Because of this rate increase request, staff decided to renegotiate the terms of the contract. The current contractor's performance has been superb.

Staff desires to expand this program which enables the County to negotiate more favorable rates based upon a larger number of residential homes and increasing the term to a total of six years (additional three (3) years). The negotiated rate per residential home is \$207.50, which is well within a fair and reasonable rate when compared to other agencies programs. The estimated annual usage and Not to Exceed Amount is \$150,000.00 per year.

Environmental Services/Water-Wastewater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the request and authorize the County Manager to execute the amendment.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT (RFP-4243-05/DRR)
IRRIGATION SYSTEM EVALUATION**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 13th day of May, 2005, as amended on July 21, 2005 and on April 12, 2006, between **CLEAR WATER PRODUCTS & SERVICES**, 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 May 13, 2005, as amended on July 21, 2005 and on April 12, 2006, for irrigation system evaluation consulting services in Seminole County; and

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

WHEREAS, Section 18 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 2 of the Agreement is hereby amended to read as follows:

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 term of one (1) year. At the option of the parties this Agreement may be renewed for five (5) additional terms of one (1) year

each.

2. Section 3 of the Agreement is hereby amended to read as follows:

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 ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated Fee stated above. The CONSULTANT shall be paid at the rate of TWO HUNDRED SEVEN AND 50/100 DOLLARS (\$207.50) per residence, EIGHTY AND NO/100 DOLLARS (\$80.00) per service call to install or repair a rain sensor for irrigation evaluation clients when installation or repair is not done during evaluation appointment, and FIFTY-FIVE AND NO/100 DOLLARS (\$55.00) to repair or install a rain sensor when the repair or installation is done during an evaluation appointment. The CONSULTANT shall evaluate a minimum of five hundred (500) homes in Seminole County per year.

(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.

3. The County Manager is hereby authorized to execute this Amendment on behalf of the County.

4. 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.

CLEAR WATER PRODUCTS & SERVICES

Witness

Print Name

Witness

Print Name

By: _____
JUDITH C. BENSON, President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
CYNTHIA A. COTO, County Manager

Date: _____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/ljp/lpk
10/11/06 10/12/06
rfp-4243 3am



**CLEAR WATER
PRODUCTS &
SERVICES, INC.**

P. O. Box 196087
Winter Springs, FL 32719-6087

Phone: 407/302-4455
www.clearwaterpsi.com

Water That Hits The Spot!

Friday, October 13, 2006

Seminole County
Purchasing & Contracts Division
1101 East 1st Street
Sanford FL 32771

ATTN: Ray Hooper

RE: Confirmation of Negotiations
RFP-4243-05/DRR

Mr. Hooper;

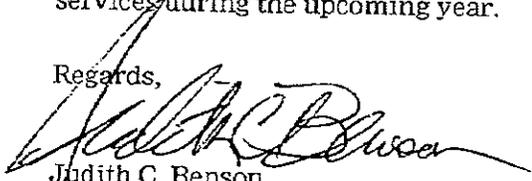
Please consider this as a confirmation of our discussions pertaining to services provided by my company to Seminole County.

1. Price for each evaluation is to be invoiced at \$207.50, guaranteed by Seminole County to complete a minimum of 500 residential irrigation evaluations. Should this minimum quantity not be attained, Seminole County will submit payment to the contractor (Clear Water PSI) for the balance of funds.
2. The terms of the contract will be amended with an extension to May 12, 2011. It is understood that annual renewals will be exercised by staff personnel.
3. The 1st amendment to Contract RFP-4243-05/DRR pertaining to the rain sensor program is to be included in the final negotiated contract and funds to provide such services will be added to the estimated annual cost of the contract.

These conditions have been discussed verbally and are to the best of my knowledge to be applied to the new contract terms and conditions.

Please feel free to contact me with any questions. I look forward to continuing to provide our services during the upcoming year.

Regards,



Judith C. Benson

Water Treatment & Conditioning Water Well Sprinklers
Installation, Repair & Service

CLEAR WATER PRODUCTS & SERVICES, INC. QUOTATION

P. O. BOX 196087 PHONE: 407/302-4455
 WINTER SPRINGS, FL 32719-6087 FAX: 407/302-4422

QUOTED TO: Bill Johnson, Peter Maley & Liz Block
 Seminole County
 Purchasing & Contracts Division
 1101 E First Street, Room 3208
 Sanford FL 32771-1466

QUOTE NUMBER	Q03021-IA-A2
QUOTE DATE	07/25/2005
QUOTE EXPIRES	08/24/2005
SALES REP	Judy Benson

NOTES/COMMENTS: Proposal to amend Contract #RFP-4243-05/DRR	<i>Protecting you and your property with</i>
	<i>1 Million Dollars of General Liability Insurance</i>
	<i>Florida Irrigation Specialist #0000222</i>
	<i>Florida Water Well Contractor #2790</i>
	<i>Over 50 Years of Combined Experience</i>

QUANTITY		UNIT PRICE	AMOUNT
	Services to install, repair or replace (1) automatic rain sensor for water conservation due to irrigation. Installations to include proper mounting, wiring and adjustment of rain sensors in residential applications as required by Florida Statute 373.62 and Seminole County LDC30.1231(c). Services to be provided to irrigation evaluation clients as noted in RFP-4243-05/DRR		
*	Service call to install/repair or replace rain sensor for Irrigation Evaluation clients. Pricing includes service call fee for individual trip when unable to install during evaluation appointment.	80.00	*
*	Install/repair or replace rain sensor for Irrigation Evaluation clients during evaluation appointment. Discounted pricing due to installation completed during evaluation appointment (no trip charge).	55.00	*
	* NOTE: Quantities and total extended amount to be determined during the course of the contract.		
	Estimated budget required is \$15,000.		
	<i>PAYMENT TERMS: NET 30 DAYS</i> <i>A WOMAN-OWNED BUSINESS ENTERPRISE</i>		

Signature is client's acceptance of the quotation as noted above and terms & conditions as noted on reverse (or separate) page. Services to be performed only after customer gives written consent.
 Client agrees to pay invoices within terms. **Customer Signature**

Questions concerning this quotation?
 Call Us! 407/302-4455

MAKE ALL PAYMENTS TO:
 CLEAR WATER PRODUCTS
 P. O. BOX 196087
 WINTER SPRINGS FL 32719-6087

QUOTED AMOUNT

WE ACCEPT
VISA & MASTERCARD
 3% FEE WILL BE APPLIED

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

THANK YOU FOR THE OPPORTUNITY