

RESOLUTION NO. 2012-83

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A WATER CONSERVATION COST SHARE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FOR A FLORIDA WATER STARSM OUTDOOR BEST MANAGEMENT PRACTICE RETROFIT STUDY, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY AND RECOGNIZING AND APPROPRIATING THE \$130,000 WITHIN THE FISCAL YEAR 2012 UTILITY SERVICES BUDGET.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, the St. Johns River Water Management District ("the District") has submitted a proposed Cost Share Agreement for the County to execute; and

WHEREAS, the parties have agreed to jointly fund the Florida Water StarSM Outdoor Best Management Practice Retrofit Study ("the Project") to benefit the water resources in accordance with the Cost Share Agreement; and

WHEREAS, the Cost Share Agreement between the County, and the District establishes the rights, duties, and responsibilities of both the County and the District with respect to conducting the Scope of Work noted in the Agreement; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Cost Share Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Cost Share Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Cost Share Agreement between St. Johns County, Florida, and the St. Johns River Water Management District, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Cost Share Agreement on behalf of St. Johns County, and recognizes and appropriates the \$130,000 within the FY 2012 Utility Services Fund.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

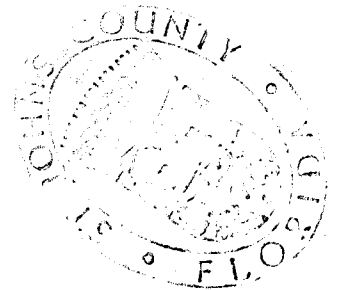
Attest:

Pam Halterman
Deputy Clerk

By:

Mark P. Miner
Mark P. Miner, Chair

RENDITION DATE 3/22/12



**AGENCY SERVICES AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND ST. JOHNS COUNTY**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and ST. JOHNS COUNTY ("Agency"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Agency agrees to furnish and deliver all materials and perform all labor required for an Outdoor Best Management Practice Retrofit Study ("the Work"). Agency shall complete the Work in conformity with this Agreement, which includes the Statement of Work and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. The parties hereby agree to the following terms and conditions.

1. **TERM.** The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2014 ("Completion Date"). Agency shall not commence Work until all required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
2. **COMMENCEMENT OF WORK.**

Agency shall commence the Work:

- Within fifteen (15) days after the Effective Date; or
- Upon the issuance of a Notice to Proceed by the District; or
- Within fourteen (14) days of issuance of a Work Order by the District; or
- On _____ (insert specific date).

This date shall be known as the "Commencement Date." Agency shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Agency shall not commence the Work until any required submittals are received and approved.

3. **DELIVERABLES.**

- (a) The Work is specified in the Statement of Work, Attachment A. Agency shall deliver all products and deliverables as stated therein. Agency is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Agency shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Agency shall provide and pay for all materials, labor, and other facilities and equipment necessary for

performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

- (b) If not otherwise addressed in the Statement of Work, upon written request, Agency shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Agency has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

5. **FUNDING OF AGREEMENT**

For satisfactory performance of the Work, the District agrees to pay Agency a sum not to exceed \$130,000.00 (the "Total Compensation").

6. **PAYMENT OF INVOICES**

- (a) Agency shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Agency shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Agency shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Agency shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Agency must request approval for**

delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number, if applicable; (4) Agency's name and address (include remit address, if necessary); (5) Agency's invoice number and date of invoice; (6) District Project Manager or Work Order Manager, if applicable; (7) Agency's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within forty-five (45) days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order (if applicable) includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Agency and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Agency to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Payments.** The District shall pay Agency one hundred percent (100%) of each approved invoice.
7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Agency a written statement accepting all deliverables. Acceptance of the final payment shall constitute a release in full of all claims against the District arising from or by reason of the Work, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
8. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.
9. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or

(3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Agency and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

10. **PROJECT MANAGEMENT AND PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Carol G. Brown, P.E., Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4816
E-mail: cgbrown@sjrwmd.com

AGENCY

Neal Shinkre, P.E., MBA, Project Manager
St. Johns County Utility Department
1205 SR 16, P.O. Box 3006,
St. Augustine, Florida 32085
(904) 209-2709
E-mail: nshinkre@sjcfl.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement.

11. **PROGRESS REPORTING; FAILURE TO COMPLETE WORK**

- (a) **Progress Reports.** Agency shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Agency, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Agency on a frequency to be determined by the District. In such event, Agency shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (c) **Failure To Complete Work.** Should Agency fail to complete the Work, Agency shall refund to the District all of the funds provided to Agency pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Agency has failed to complete the Work due to circumstances that are beyond Agency's control, or due to a good faith determination that the Work is no longer environmentally or economically feasible. In such

event, the District may excuse Agency from the obligation to return funds provided hereunder. If the Work has not been completed within 30 days after the Completion Date, Agency shall provide the District with notice regarding its intention as to completion of the Work. The parties shall discuss the status of the Work and may mutually agree to revise the Completion Date or the scope of the Work. Failure to complete the Work within 90 days after the Completion Date shall be deemed to constitute failure to complete the Work for the purposes of this provision. This paragraph shall survive the termination or expiration of this Agreement.

12. **DELAYS.** Agency shall not be compensated for delays in the Work caused by Agency's inefficiency, rework made necessary by Agency's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten (10) days after the onset of a delay, Agency shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing delay for the same cause, only one notice of delay is necessary. If the delay is due to causes beyond Agency's control, as determined by the District in its sole judgment and discretion, the District may grant a time extension in the form of a written amendment signed by both parties.
13. **AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form, Attachment B, to authorize minor changes in the Work that are not inconsistent with the purpose of the Work and both parties agree in writing do not affect the Total Compensation or the Completion Date.
14. **TERMINATION**
 - (a) **Termination for Default.** If Agency materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Agency written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Agency shall have thirty (30) days to cure the breach. If Agency fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Agency shall refund to the District all funds provided to Agency pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Work Proposal.
 - (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Agency. Upon receipt of notice, Agency shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Agency shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Work for which reimbursement would otherwise be sought. In the event of such termination, Agency shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS
(In Alphabetical Order)

15. **ASSIGNMENT AND SUBCONTRACTS.** Agency shall not sublet, assign, or transfer any Work, involving more than twenty percent (20%) of the total cost of the Work, or assign any monies due or to become due hereunder, without the District's prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Agency is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Agency is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
16. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the District or its duly authorized representatives shall have access to examine any of Agency's books and other records involving transactions related to this Agreement. Agency shall preserve all such records for a period of not less than three (3) years. Agency shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Agency will provide proper facilities for access to and inspection of all required records.
17. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
18. **DISPUTE RESOLUTION.**
 - (a) **During the course of work.** In the event any dispute arises during the course of the Work, Agency shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Agency is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Agency shall proceed with the Work in accordance with said determination. This shall not waive Agency's position regarding the matter in dispute.**
 - (b) **Invoices.** In the event the District rejects an invoice as improper, and the Agency declines to modify the invoice, the Agency must notify the District in writing within ten (10) calendar days of receipt of notice of rejection that the Agency will not modify the invoice and state the reason(s) therefore. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Agency's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or

related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. **INTEREST IN THE BUSINESS OF AGENCY; NON-LOBBYING.** Agency certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Agency to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to section 216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
21. **INDEPENDENT CONTRACTOR.** Agency is an independent contractor. Neither Agency nor Agency's employees are employees or agents of the District. Agency controls and directs the means and methods by which the Work is accomplished. Agency is solely responsible for compliance with all labor and tax laws pertaining to Agency, its officers, agents, and employees.
22. **PERMITS.** Agency shall obtain any and all governmental permits necessary to implement the Work. Any Work not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for payment.
23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
24. **PUBLIC RECORDS.** Records of Agency that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Agency receives a public records request, Agency shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
25. **ROYALTIES AND PATENTS.** Agency certifies that the Work does not, to the best of its information and belief, infringe on any patent rights. Agency shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Agency has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

ST. JOHNS COUNTY

By: _____
Hans G. Tanzler III, Executive Director (or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Attachment A: Statement of Work
Attachment B: District's Supplemental Instructions (sample)

Agency services - general
Last Updated: 1-31-11

**ATTACHMENT A - STATEMENT OF WORK
WATER CONSERVATION PROGRAM
ST. JOHNS COUNTY
OUTDOOR BEST MANAGEMENT PRACTICE RETROFIT STUDY**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Water Conservation and Demand Management Program (the Program) in FY2008-2009 as a program to develop and implement innovative water conservation initiatives and to develop and analyze metrics to demonstrate the effectiveness of water conservation planned or implemented by the District.

On October 11, 2011 the District's Governing Board approved \$130,000 of funding for the St. Johns County (Agency) for an Outdoor Best Management Practice (BMP) Retrofit Study.

II. OBJECTIVES

The objective of this contract is to provide funding to the Agency to evaluate outdoor BMP implementation effectiveness by retrofitting landscape irrigation systems of at least thirty (30) existing homes using predetermined BMP's compatible with Florida Water StarSM criteria. The Agency shall also provide the District with two (2) years of pre and post-retrofit water use data for every residence chosen and shall gather information regarding the rate of passive replacement for indoor use.

III. SCOPE OF WORK

The Agency shall complete this project by performing the tasks in the Task Identification section of this Statement of Work.

IV. TASK IDENTIFICATION

Task 1 – Identification of Project Participants

The Agency shall utilize the District's water conservation Linear Programming (LP) tool to identify at least thirty (30) existing homes that have high volume water use. Additional homes shall be identified for participation depending on the availability of funds. The Agency shall contact the potential participants and provide information on this project. Once the homeowners have agreed to participate in this study, an initial audit shall be conducted. The audit will include, but is not limited to the following information: age of home, number of years current residents have lived in the home, number of current residents, number of bathrooms, flow rates of toilets, showerheads and faucets. This data shall be collected by a certified indoor water conservation auditor with close collaboration with District staff in order to meet the needs of assumption refinements in the tool.

Task 2 – Implementation of Retrofit

The Agency shall conduct a basic outdoor audit on all participants in this study that will include an irrigation controller schedule check, adjustment run times on controller if needed and minor system adjustments to the existing irrigation systems. Irrigation contractors hired to complete any work must hold a valid certification from the Irrigation Association, to include, Certified Irrigation Contractor, Certified Landscape Irrigation Auditor or Certified Irrigation Designer. All participants will also have their rain sensor checked and replaced as needed in compliance with *Florida Statutes* (F.S.) Chapter 373.62. After reviewing the data collected in the basic audit, the participants will be divided into three groups: A, B and C. Group A participants will not receive

any additional retrofits. Group B will have nozzles checked and replaced as needed to match precipitation and for uniform head brands. Leaks in the system will also be fixed. Group C will include the retrofits in Group B and also include some movement of sprinkler heads to maximize spacing in the turf. Zone alteration may be included for this group if deemed necessary.

Task 3 – Data Analysis and Report Preparation

The Agency shall analyze data collected in Task 2 and prepare a report that includes the results of this analysis to include details of the work performed on each landscape and the cost of the work. The Agency shall provide quarterly reports to the District’s Project Manager that include updates on the progress of the project. The specific requirements for the delivery of the account level water use data is in Section V.

V. TIME FRAMES AND DELIVERABLES

The project shall be completed no later than September 30, 2014. All work shall be completed in accordance with tasks described. The Agency shall submit quarterly reports to the District’s Project Manager detailing the progress of each Task.

The Agency shall deliver a minimum of two (2) years of monthly account level water use data recorded prior to the implementation of this project and two (2) years of monthly account level water use data recorded after the implementation of this project for all affected connections. All account level consumption data delivered shall be joined to parcels through the use of a unique ID. At a minimum, the consumption table must include a unique ID, water use type, consumption amount for the month in gallons and the consumption month for each affected connection. Account level consumption data shall be delivered to the District’s Project Manager annually, with the new consumption data appended to the consumption table each year. All data collected in association with Work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

The required account level billing data deliverable must be joined with the county appraiser data available from the District. This can be coordinated with the District’s Project Manager or performed by the Agency.

VI. BUDGET/COST SCHEDULE

The Agency shall perform this work for a not-to-exceed amount of \$130,000. The Agency shall invoice the District quarterly based on labor and materials used for this project and provide appropriate receipts and documentation. The Agency's in-kind labor services shall be calculated based upon the base salary times a 1.5 fixed multiplier. The Agency shall provide documentation that shall include employee hourly rates, and days and hours worked on the project.

Estimated Cost Schedule for Tasks 1-3

Task 1	Identification of Project Participants	\$15,000
Task 2	Implementation of Retrofit	\$90,000
Task 3	Data Analysis and Report Preparation	\$25,000
	Total Project Cost:	\$130,000

ATTACHMENT B — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management