

Irrigation Audit Phase 5

2018 Request for Quotes 18-01 (Q040)

Information Packet

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WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR QUOTES INFORMATION PACKET FOR Irrigation Evaluation Program Phase 5 (Q040) July 19 – August 20, 2018

The Withlacoochee Regional Water Supply Authority (Authority) requests quotes from responsive and responsible bidders for a WRWSA Irrigation Evaluation Program, Phase 5 — Irrigation System Evaluators. The selected respondent, hereinafter same as successful bidder or Contractor, will deliver the required goods/services and render the required goods/services to **3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461**. The terms respondent, successful bidder and Contractor will be used interchangeably throughout this RFQ.

Withlacoochee Regional Water Supply Authority will receive responses no later than 2:00 p.m., August 20, 2018. Firms desiring to provide these professional services to the Authority must submit six (6) paper copies, and six (6) electronic PDF copies of their RFQ in accordance with the requirements contained in the information packet. You may mail or deliver your responses to:

C. LuAnne Stout, WRWSA Administrative Assistant 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

Having a service office in the State of Florida is a prerequisite for submitting a quote. Each bidder must provide both the physical address (not just a P.O. Box Number) and the telephone number of their office or a service office located in Florida with their quote response. At the time of submitting a quote response, the Authority requires that the bidder be registered to do business in the State of Florida in accordance with Section 607.0505, Florida Statutes.

Award for this Quote cannot exceed:

One hundred twenty-five thousand eight hundred and forty dollars (\$125,000.00)

All technical questions relating to this quote should be submitted via email to: C. LuAnne Stout at Istout@wrwsa.org or fax to (352) 527-5797.

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PART I – GENERAL CONDITIONS

- 1.1 <u>CORRESPONDENCE.</u> Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 <u>CONTRACT/AWARD PERIOD.</u> The contract/award period will be up to twenty-four (24) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 19, 2018 to August 17, 2018.
- 1.4 <u>DELAYS, CHANGES AND ADDENDA.</u> The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 20, 2018 at 2:00 p.m.,** in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records thirty (30) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the thirty-day period.
- 2.6 CANCELLATION. The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.

- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.
- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 <u>FURNISHING SERVICES.</u> Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is <u>NO</u> guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors rates, as referenced on the Quote Response Form (Attachment 1).
- SUBCONTRACTORS. Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 1.21 herein.
- 1.14 <u>MATERIALS, APPLIANCES, EMPLOYEES.</u> Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
 - 1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

- 1.16 **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from and after the date of acceptance thereof by the Authority. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the Authority by the Contractor or by the Surety.
- 1.17 **TAXES.** The Authority is exempt from federal excise tax (exemption number 59-1961659) and state sales tax (exemption number 85-8012584919C-2). Costs on the Quote Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 1.18 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with Authority funds or developed in connection with the Agreement will be and will remain the property of the Authority.
- 1.19 **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the Authority, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement.
- 1.20 **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed under the Agreement.
- 1.21 **INSURANCE.** The Agreement resulting from this RFQ will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the Authority has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
 - 1.21.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:

- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.
- 1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insureds on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.
- 1.21.2 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	

Or

Combined Single Limit \$ 500,000

- 1.21.3 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 1.21.4 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the Authority of any change or cancellation of any of the required insurance coverage.
- Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

PART II – SCOPE AND SPECIFICATIONS

2.1 <u>INTENT.</u> The Authority is interested in entering into an agreement with a qualified contractor (or contractors) to implement portions of an outdoor water conservation irrigation evaluation project referred to as the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program Phase 5. The Contractor will provide residential participants with an inground irrigation system evaluation to determine efficiency and site-specific recommendations for appropriate modifications to enhance efficiency and maximize water savings. The Contractor will also implement certain recommendations for those participants that are selected for the "Enhanced" aspects of the program. This program is anticipated to be conducted in partnership with the Southwest Florida Water Management District (District) through their Cooperative

Funding Initiative. An Agreement between the District and the Authority is anticipated in early fiscal year 2018-19; if such an Agreement is not reached, this project may be cancelled.

- 2.2 <u>BACKGROUND.</u> This program is intended to be a multi-faceted educational, outreach and implementation project for single-family residential water customers of Citrus, Hernando and Marion county utilities, the North Sumter County Utility Dependent District and the Village Center Community Development District. The irrigation evaluation component of the project is anticipated to be completed between December 1, 2018 and September 30, 2020. The follow-up evaluation portion of the project will begin February 19, 2019 and be completed by December 31, 2020. The Authority reserves the right to modify these time schedules and may accelerate the time schedule if more than one contractor is selected.
- 2.3 PROJECT DESCRIPTION. The project is designed for single-family residential customers of potable water utilities to become knowledgeable about how their individual irrigation systems can be modified to maximize water savings through efficiency. Similar to past phases of the program, this phase will provide a base level of services (Core Program) to all participants. In addition to the Core Program, conservation coordinators from the participating utilities can request further site-specific options (Enhanced Program) for homeowners. The Core Program (all audits) include homeowner rain sensor and irrigation controller education, rain sensor test and repair or replacement when non-functioning, a catch-can audit of one zone, irrigation controller time adjustments, irrigation system zone-by-zone evaluation of efficiencies, irrigation controller battery replacement, and an audit report to the homeowner and the Authority. The Enhanced Program (added services if directed by participating utility) can include catch-can audits, sprinkler head replacement (for broken or mixed heads), capping unnecessary heads, replacement of rain sensors with a product that qualifies the existing irrigation controller as WaterSense labeled (for example adding a Solar Sync weather station to a Hunter Pro-C controller), replacement of non-weather-based controllers with WaterSense labeled controllers, adjustment of irrigation controller, replacement of an incorrect nozzle in a rotor or fixed spray, raising of a low irrigation head and straightening of a crooked irrigation head. The project will include the verification through inspection of the proper installation of efficiency devices by way of follow-up site visits for a sample of approximately 25 percent of the participants. The Contractor will evaluate residential irrigation systems according to established criteria and standards for the Project.

The Irrigation Evaluation Project is designed to create water savings by:

- a. Identifying inefficiencies and recommending modifications by performing irrigation system evaluations.
- b. Disseminating educational information to customers and providing site-specific recommendations to improve water efficiency in the landscape.
- c. Providing rain sensor devices to program participants that do not currently have an operating device.
- d. Implementing selected irrigation system efficiency recommendations for those customers that are selected to participate in the Enhanced Program.
- e. Follow up evaluations for an approximate 25 percent of each utility's participants to measure implementation of efficiency recommendations.
- 2.4 **PROJECT OBJECTIVES.** The Irrigation Evaluation Project proposes the following project

objectives to reduce outdoor water use of participants:

- a. Increase utility customer's awareness of water resource issues.
- b. Educate water customers on conservation methods associated with modifying irrigation systems and/or practices.
- c. Inform customers of their existing water consumption compared to national average
- d. Identify water and dollar savings through efficient irrigation practices.
- e. Promote efficient use of potable water in landscape maintenance.
- f. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
- g. Compare total water usage at each location for one year prior to the evaluation to one year post-evaluation water usage.
- h. Evaluate implementation of recommendations following the irrigation system evaluation for a sample of participants.

2.5 **CONTRACTOR DUTIES.** At a minimum, the Contractor shall:

- a. Perform an irrigation evaluation for single-family homes located within the Withlacoochee Regional Water Supply Authority boundaries using potable water for irrigation. Customers that use wells for irrigation cannot participate in the program. Customer information will be provided to the contractor by the Authority.
- b. Provide customers with recommended modifications for improving the efficiency of their irrigation systems.
- c. Provide and install, or modify, rain sensor devices to program participants that currently do not have an operational or existing device.
- d. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
- e. Provide a follow-up meeting with approximately 25 percent of the participants of each utility to review the level of implementation related to the irrigation evaluation recommendations. Contractor may bill Authority for a follow-up visit per the Authority's "Project Budget" (found in the WRWSA Agreement with the Contractor in Exhibit 1) if a participant's irrigation system is found to be broken, inoperable or otherwise non-functional upon first visit.

2.6 **CONTRACTOR REQUIREMENTS.** Contractor's performance of the irrigation evaluation project shall include the following:

- a. Have a minimum of five (5) years of experience in the irrigation industry as a designer and installer of irrigation systems.
- b. Hold a Florida Irrigation Society (FIS) or Irrigation Association (IA) level Landscape Irrigation Auditors certification.
- c. Have a minimum of two (2) years supervisory experience and management on similar projects.
- d. Provide to the Authority a current list of employees participating in irrigation evaluation programs.
- e. Allow only employees and/or contractor employees who meet the conditions of Section 2.6.a. to conduct evaluations.

- f. Provide office space and a computer with Microsoft Word, Excel for at least 1 staff person.
- g. Have all applicable licenses and permits to perform the scope of services. Copies must be provided with the bid submission.
- h. Have company identification visible at all times including, but not limited to, an identification badge, while performing work for the Authority, and company identification displayed on vehicles(s).
- i. Commence work within thirty (30) days from the date of award of the Contract.

2.7 **CONTRACTOR RESPONSIBILITIES.** Contractor's performance of the irrigation evaluation project shall include the following:

- a. Receive applications for potential participants.
- b. Schedule participant appointments for irrigation evaluations during normal working hours, i.e., 8:00 a.m. 5:00 p.m.
- c. Contact applicants within 10 business days of receiving applications to schedule an appointment.
- d. Contact the Authority's Project Manager with names of appointments, dates, times, and locations prior to evaluations.
- e. Visit sites and inspect irrigation systems according to standards developed by the Florida Irrigation Society or Irrigation Association.
- f. Perform an irrigation system evaluation, which shall address, but not be limited to, each of the following:

1. Core Program

- a. Broken water lines
- b. Leaking or damaged sprinkler heads
- c. Matched precipitation rates
- d. Proper head spacing
- e. Operating pressure of each zone
- f. Shrub or turf interference
- g. Proper adjustment of all sprinklers to avoid watering non-porous surfaces
- h. Mix of rotor and spray heads in each zone
- i. Watering turf separate from plant beds
- j. Irrigation time of each zone
- k. Irrigation frequency of each zone
- I. Presence of back-flow prevention device(s)
- m. Dimension of turf area in square feet
- n. Distribute the outdoor water conservation information packets (provided by the Authority) to the program participants
- o. Catch-can test of one irrigation zone.
- p. Adjustment of irrigation controller

2. Enhanced Program

- a. Catch-can audits or entire irrigation system by zone
- b. Sprinkler head replacement (for broken or mixed heads)
- c. Capping unnecessary heads

- d. Replacement of rain sensors with a product that qualifies the existing irrigation controller as WaterSense labeled (for example adding a Solar Sync weather station to a Hunter Pro-C controller)
- e. Replacement of non-weather-based controllers with WaterSense labeled controllers
- f. Raising of a low irrigation head
- g. Straightening of a crooked irrigation head
- g. Prepare an evaluation report and distribute to project participant and to the Authority's Project Manager within 14 days of completing the evaluation. Two evaluation reports should be sent to the project participant via US mail, one for the participant and one to share with their contractor; the evaluation report to the Authority should be sent via electronic format. (The evaluation report format is included as Exhibits 2.a and b. and a sample cover letter is included as Exhibit 2.c.)
- h. Provide monthly invoices for completed irrigation evaluations and follow-ups to the Authority. Invoices shall include the following for each evaluation: utility name (e.g., Citrus County Utilities, Hernando County Utilities, Marion County Utilities, the North Sumter County Utility Dependent District or the Village Center Community Development District); date performed; participant name, street address including city and zip code; whether a rain sensor was installed; quantity of each component of the enhanced audit undertaken; and brand and model of Water Sense labeled weather station and/or irrigation controller installed. Invoices must be in a format acceptable to the Authority.

 Note: Payment of invoices will be made only for the addresses for which the Authority has a completed Irrigation Evaluation Report.
- **2.8. IRRIGATION REPORTS.** Based on the information gathered during the site visit, irrigation reports shall be provided in the format included in Exhibits 2.a. and b. and shall include, but not be limited to, the following items:
 - a. Recommendations to improve the efficiency of the irrigation system;
 - b. Recommended run time and irrigation frequency for each zone to prevent over-watering;
 - c. The amount of water the system currently utilizes (listed in gallons per cycle); and
 - d. For Enhanced Program participants, a summary of improvements implemented.
- **QUANTITY OF WORK**. The exact amount of evaluations to be performed is estimated and actual evaluations will be dependent upon several factors, including the number of water customers who volunteer to participate, project funding, and the selected Contractor's (or Contractors') costs. Accordingly, the Authority cannot guarantee a minimum quantity of work.
- **2.10. AUTHORITY REQUIREMENTS**. The Authority shall provide the Contractor with:
 - a. Water conservation educational packets;
 - b. Program participant names, addresses and telephone numbers; and
 - c. Sample copy of irrigation evaluation form in hard copy and electronic format.

PART III - QUOTE RESPONSE

- **3.1. BASIS FOR AWARD OF CONTRACT.** The Authority will award the contract to the lowest responsive, responsible bidder. The Authority does not bind itself to accept the minimum specifications stated in the RFQ but reserves the right to accept any quote that, in the judgment of the Authority, will best serve the needs and the interest of the Authority. The Authority reserves the right to delete line items as required to meet budget limitations. Responsive quotes must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the quote as non-responsive.
- **3.1.1 SATISFACTORY REFERENCES.** Quote references must be provided as required by Section 1.10.
- **3.1.2** ACKNOWLEDGMENT OF ADDENDA. A written acknowledgment of receipt of all written addenda to the RFQ must be submitted with the completed quote form. An Acknowledgment of Addenda form is provided as Attachment 3.
- **3.1.3** COMPLETION OF ALL QUOTE DOCUMENTS. All quote documents and forms included in this section must be completely and accurately filled out and submitted with the quote response. Failure to do so could result in rejection of the quote as non-responsive. The bidder must provide costs for all quote items.

Attachments: Forms required with quote submission:

- Attachment 1 Quote Response Form
- Attachment 2 Mandatory Reference Information Form
- Attachment 3 Acknowledgment of Addenda Form

Exhibits:

- Exhibit 1 Sample Agreement between Authority and Contractor
- Exhibit 2a Sample Core Irrigation Evaluation Report Form
- Exhibit 2b Sample Enhanced Irrigation Evaluation Report Form
- Exhibit 2c Sample Participant Letter

QUOTE RESPONSE FORM FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q040) – RFQ 18-01

The undersigned bidder has carefully read this Request for Quote (RFQ) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFQ and certifies that the person(s) signing this quote is (are) authorized to bind the bidder. Bidder agrees that if Bidder is awarded this RFQ, Bidder will provide the materials or services as stipulated in the specification of this RFQ 18-01. Bidder further agrees to furnish and to deliver as indicated, with all transportation charges prepaid, and for the prices quoted thereon as follows: 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461.

Administering Irrigation Evaluation Program, per specifications

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\$

(The quoted cost for each item should include all services detailed in the specification, with no additional charges including travel.)

QUOTE RESPONSE FORM FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q040) – RFQ 18-01

Labor only. Part expense to be reimbursed at cost.

(1)

Authorized Signature: ______ Date: ______

MANDATORY REFERENCE INFORMATION FORM FOR WRWSA IRRIGATION EVALUATION PROJECT (Q040) – QUOTE NUMBER RFQ 18-01

(Must be Returned with Quote Response)

<u>List a minimum of 3 business references of similar scope of work:</u> References must be from firms representing your services of at least the same size and scope that we are requesting. Please insure all phone number and contacts are correct as to the performance of your company.

1.	Business Name:	
	Contact Person:	
	Address:	
	Phone No:	
	Service Performed:	
2.	Business Name:	
	Contact Person:	
	Address:	
	Phone No:	
	Service Performed:	
	,	
3.	Business Name:	
	Contact Person:	
	Address:	
	Phone No:	
	Service Performed:	
4.	Business Name:	
	Contact Person:	
	Address:	
	Phone No:	
	Service Performed:	
	,	

ACKNOWLEDGMENT OF ADDENDA FORM FOR WRWSA IRRIGATION EVALUATION PROJECT (Q040) – QUOTE NUMBER RFQ 18-01

(Must be Returned with Quote Response)

Addendum No.	Signature
Addendum No.	Signature
Company Name:	
Name and Title:	
Mailing Address:	
Telephone Number:	

AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROJECT (Q040) PHASE 5

This Agreement is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, *Florida Statutes*, hereinafter referred to as the "Authority" whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and

.

WITNESSETH:

WHEREAS, the Authority desires to engage the Contractor to perform the scope of work (Exhibit A), hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources, and agrees to provide the desired services to the Authority; and

Whereas, the Authority and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the Authority to the Contractor for services rendered.

NOW, THEREFORE, the Authority and the Contractor, in consideration of the mutual terms, covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Independent Contractor

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement.

Section 2. Project Manager and Notices

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid or by nationally recognized overnight courier, to the addresses set forth in the

introductory paragraph of this Agreement; or, electronically to the parties' email addresses as set forth below:

a.	Project Manager for the Authority:	Richard S. Owen
	Address:	Withlacoochee Regional Water Supply Authority
		3600 W. Sovereign Path, Suite 228
		Lecanto, Florida 34461
	Email:	richardowen@wrwsa.org
b.	Project Manager for the Contractor:	
	Address:	
	Email:	

Any changes to the above representatives or addresses must be provided to the other party in writing.

Section 3. Scope of Work

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit "A" of Agreement No._____ [to be provided upon execution], the Agreement between the SWFWMD and WRWSA (Project Q040). Any changes to the Project Plan and associated costs must be mutually agreed to in a formal written amendment approved by the Authority and the Contractor prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

Section 4. Compensation

Compensation for Work performed by the Contractor shall be payable as follows:

A. For satisfactory completion of the Project, the Authority agrees to pay the Contractor an amount not to exceed \$125,000.00 (or a lesser amount based upon the amount of work assigned to the Contractor). Payment will be made to the Contractor in accordance with the Project Budget contained in Exhibit "A" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Itemized invoices will be submitted monthly by the Contractor to the Authority electronically at lstout@wrwsa.org or to the following address:

LuAnne Stout, Administrative Assistant Withlacoochee Regional Water Supply Authority 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461

- B. All invoices must include the following information at a minimum in an Excel file format as specified by the Authority Project Manager:
 - (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
 - (2) Contractor's invoice number and date of invoice;
 - (3) Dates of service;
 - (4) Contractor's Project Manager;
 - (5) Authority's Project Manager; and
 - (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including utility name (e.g., Citrus County Utilities, Hernando County Utilities, Marion County Utilities, the North Sumter County Utility Dependent District or the Village Center Community Development District); date performed; participant name, street address including city and zip code; whether a rain sensor was installed; quantity of each component of the enhanced audit undertaken; and brand and model of Water Sense labeled weather station and/or irrigation controller installed. An invoice that does not conform with this paragraph will not be considered a proper invoice.
- C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this
invoice, are directly related to the performance under the Withlacoochee
Regional Water Supply Authority Regional Irrigation Evaluation Project
Phase 5 Agreement between the Withlacoochee Regional Water Supply
Authority and, are allowable, allocable, properly
documented, and are in accordance with the approved project budget."

- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority's performance and payment pursuant to this Agreement are contingent upon the Authority's Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

SECTION 5. Contract Period

This Agreement will be effective upon execution by all parties and will remain in effect through December 31, 2020, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

Section 6. Project Records and Documents

The Contractor, upon request, will permit the Authority to examine or audit all Project related records and documents during or following completion of the Project. The Contractor will maintain all such records and documents for at least three (3) years following completion of the Project. Each party will allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S.

Section 7. Ownership of Documents and Other Materials

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with Authority funds or developed in connection with this Agreement will be and will remain the property of the Authority.

Section 8. Reports

The Contractor will provide the Authority with any and all reports, models, studies, maps or other documents resulting from the Project. One (1) electronic set of any report must be submitted to the Authority as the Record copy.

Section 9. Indemnification

The Contractor shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 10 herein.

Section 10. Insurance Requirement

A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.

- 1. <u>Workers Compensation</u>. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 2. <u>Commercial or Comprehensive General Liability</u>. Coverage must include:
 - a. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured to the extent of the Authority's interests arising from this Agreement.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
- 3. <u>Comprehensive Automobile Liability</u>. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. Bodily Injury Liability per Person \$100,000 Bodily Injury Liability per Occurrence \$300,000 Property Damage Liability \$100,000

Or

Combined Single Limit \$500,000

- b. Vehicle liability insurance shall include owned Vehicle, hired and Non-Owned Vehicles.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
- B. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with

WRWSA Irrigation Evaluation Program (Q040) Contractor Agreement

financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- C. All the policies of insurance so required of Contractor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- D. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- E. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- F. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- G. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- H. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

- I. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- J. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

Section 11. Termination without Cause

This Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10^{th}) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

In the event the Agreement should be terminated by the Authority or Contractor, or the term of the Agreement expires, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

- 1. Section 4(B.6) and Section 6, regarding Audits:
- 2. Section 6, regarding Project Documents and Data;
- 3. Section 10, regarding Professional Liability Insurance; and
- 4. Section 9, regarding Indemnification.

Section 12. Default

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executor contract. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or

against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. If after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

Section 13. Release of Information

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing advance notice or copies to the Authority's Project Manager.

Section 14. Assignment

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority. If the Contractor assigns its rights or delegates its obligations under this Agreement without the Authority's prior written consent, the Authority is entitled to terminate this Agreement. If the Authority terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the Authority's claim for damages.

Section 15. Law Compliance

The Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

Section 16. Venue and Applicable Law

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie in the County of Citrus.

Section 17. Remedies

Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorneys' fees and costs and attorneys' fee and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the Authority will not be limited by the above but may avail itself of any and all remedies under Florida law for any

breach of this Agreement. The Authority's waiver of any of the Contractor's obligations will not be construed as the Authority's waiver of any other obligations of the Contractor.

Section 18. Attorney Fees

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, F.S.

Section 19. Subcontractors

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 10 herein.

Section 20. Disadvantaged Business Enterprises

The Authority expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the Authority under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Agreement, to the extent the Contractor maintains such information.

Section 21. Third Party Beneficiaries

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

Section 22. Public Entity Crimes

Pursuant to Subsections 287.133(2) and (3), F.S., 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

Section 23. Discrimination

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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. By signing this Agreement, Contractor warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on this list occurs.

Section 24. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statues, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at (352) 527-5795, RichardOwen@WRWSA.org, Lecanto Government Building, 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

- 1. Keep and maintain public records required by the public agency in order to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

- copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Section 25. Dispute Resolution

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

Section 26. Controlling Law

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

Section 27. Extent of Agreement

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

Section 28. Agreement Documents

The documents, which comprise the Agreement between the Authority and Contractor, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference:

- A. Project Budget, attached hereto as Exhibit "A";
- B. Contractor's Statement of Qualifications, attached hereto as Exhibit "B";
- C. Certificate of Insurance, attached hereto as Exhibit "C";
- D. Any written amendments, modifications, work orders or addenda to the Agreement; and
- E. General Conditions contained with the Request for Quotes.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:	WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY	
BY:		
	Richard S. Owen, AICP Executive Director	Date
WITNESSES:		
	1	Date
BY:		
	Name Company title	
	Title	
PREPARED BY:		
Larry Haag		
General Counsel for		
Withlacoochee Regional Water Supp	oly Authority	

EXHIBIT A PROJECT BUDGET

EXHIBIT "A" Agreement Between the WRWSA and

PROJECT BUDGET (1)

. 10320. 50501.	
Item	Cost
Core evaluations (xx evaluations @ \$xxx.xx each, inclusive of	
labor and program administration)	\$xxx.xx
Rain sensor replacement (xx rain sensors @ \$xxx.xx each)	\$xxx.xx
Enhanced evaluations (xx evaluations @ \$xxx.xx each,	
inclusive of labor and program administration)	\$xxx.xx
Catch-can audits	\$xxx.xx
Sprinkler head replacement	\$xxx.xx
Capping unnecessary heads	\$xxx.xx
Replacement of rain sensors or weather stations	\$xxx.xx
Replacement of controllers with WaterSense approved controllers	\$xxx.xx
Adjustment of irrigation controller based on the catch can test	\$xxx.xx
Follow-up evaluations (follow-ups @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Total Budget	\$xxx.xx
(1) Based on RFQ 18-01 Quote Response Form	

EXHIBIT B Statement of Qualifications

EXHIBIT C Certificate of Insurance (signature copy to be attached)

EXHIBIT D Amendments, Modifications, Work Orders, or Addenda

(as needed)

Exhibit E. Part I – General Conditions from the Q040 Request for Quotes

PART I - GENERAL CONDITIONS

(Any changes to quote document would cause this section to be changed)

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to twenty-four (24) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 19, 2018 to August 17, 2018.
- 1.4 **DELAYS. CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 20, 2018 at 2:00 p.m.,** in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records thirty (30) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the thirty-day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.

- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.
- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 **FURNISHING SERVICES.** Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is <u>NO</u> guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors hourly rate, as referenced on the Quote Response Form (Attachment 1).
- 1.13 SUBCONTRACTORS. Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained herein.
- 1.14 MATERIALS, APPLIANCES, EMPLOYEES. Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
 - 1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

WRWSA Irrigation Evaluation Program (Q040) Contractor Agreement

SAMPLE AGREEMENT

- 1.16 **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from and after the date of acceptance thereof by the Authority. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the Authority by the Contractor or by the Surety.
- 1.17 **TAXES.** The Authority is exempt from federal excise tax (exemption number 59-1961659) and state sales tax (exemption number 85-8012584919C-2). Costs on the Quote Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 1.18 **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with Authority funds or developed in connection with the Agreement will be and will remain the property of the Authority.
- 1.19 **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the Authority, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement.
- 1.20 **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed under the Agreement.
- 1.21 **INSURANCE.** The Agreement resulting from this RFQ will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the Authority has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
 - 1.21.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:

SAMPLE AGREEMENT

- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.
- 1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insureds on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.
- 1.21.2 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	
Combined Single Limit	\$ 500,000

- 1.21.3 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 1.21.4 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the Authority of any change or cancellation of any of the required insurance coverage.
- 1.22 **RESPONSIVE/RESPONSIBLE.** The Authority shall evaluate eligible responsive responses. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

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Exhibit 2.a.

Sample Residential Core Irrigation Evaluation Report

Residential Landscape/Irrigation Evaluation Report

Evaluator:

Date: xx/xx/xxxx

Resident Name: Ms. Jane Doe Address: The Villages, FL 32162

E-mail: None

Report Overview:

On xx, xx, xxxx a site inspection was conducted for the irrigation system at the above referenced residence in The Villages, Florida. The irrigation system is connected to the drinking (potable) water supply.

A visual inspection as well as a more in-depth review of the irrigation system was conducted. The findings are outlined below as well as recommendation for addressing the system issues and setting of watering durations.

Turf Area

5,800 Sf

Checklist:

Item	Location	Functioning?
Time clock	Garage wall of the residence	Program A, Zones 1-7 Program Running Days: Tues & Sat. @ 1am Zones #1 & #6 running 25 minutes Zones #2 thru #4 running 20 minutes Zone #5 running 29 minutes Zone #7 running 36 minutes
Rain sensor	North Side	No, new wired sensor installed and working properly
Backflow Preventer	Side yard	Yes

Evaluation:

	Observation	Action	Addressed by Homeowner
Area			

Contractor Page 2 xx/xx/xxxx

General	The overall turf maintenance can be reduced as large turf areas are difficult to maintain	Recommend reducing the turf areas by installing Florida Friendly Landscape materials that are suited for the site conditions.	
	The zone efficiency can be improved as several zones are irrigating turf and landscape beds on the same zone	Recommend separating the turf and landscape beds as each have different water requirements or capping/turning off heads and zones as noted below to improved efficiency	
	Spray Heads in the landscape beds are being blocked by plant material	Recommend capping heads and making adjustments as noted below to improve the irrigation coverage	
	Spray pattern coverage can be improved as several different manufacturers heads are installed on the zones	Recommend using all of the same manufacturers equipment within the zones to improve the system efficiency	

Zone #1 Rotor Zone Front Yard Turf Areas (See attached site plan)	Spray pattern coverage can be improved as Rotor Head R5 is partially blocked by plantings	Recommend trimming plantings and or raising/moving the head to improve the irrigation coverage for the turf areas	
	Zone is operating at approximately 12 Gallons Per Minute (GPM)	No action	
Zone #2 Spray Zone Side/Rear Yard Landscape Beds & Turf Areas (See attached site plan)	Water can be conserved as fixed Spray Head #2 is broken off and leaking	Recommend replacing the head with a similar fixed Spray Head (Rainbird 1800 series or Hunter Pro-Spray) to conserve water	
	Water can be conserved as fixed Spray Head #3 is leaking	Recommend replacing the head with a similar fixed Spray Head (Rainbird 1800 series or Hunter Pro-Spray) to conserve water	
	Zone is operating at 15 Gallons Per Minute (GPM)	No Action	

Zone #3	Water can be conserved	Recommend capping the head	
overspraying onto the		to conserve water	
Rear Yard Turf Areas & Landscape Beds	residence and irrigating an area with no plantings		
(See attached site plan)			
	Spray pattern coverage can be improved as Spray Heads #6 thru #10 are blocked by plantings	Recommend trimming plantings and or raising/moving the heads to improve the irrigation coverage for the turf areas	
	Spray pattern coverage can be improved for the turf areas as Spray Head #12 is not covering the entire turf areas	Recommend adjusting the spray pattern to improve the irrigation coverage for the turf areas	
	Zone is operating at 12 Gallons Per Minute (GPM)	No Action	
Zone #4	Water can be conserved	Recommend reducing the flow	
Spray Zone	as Spray Heads #14 thru #16 are irrigating mature	on the heads or turning the zone off to conserve water	
Side/ Rear Yard Landscape Beds	plantings and or areas with no plantings	Zone on to conserve water	
(See attached site plan)			
	Zone is operating at 7Gallons Per Minute (GPM)	No Action	

Zone #5 Rotor Zone Side Yard Turf Areas (See attached site plan)	Water can be conserved as Rotor Head R6 is leaking	Recommend replacing the head with a similar large turf Rotor Head (Rainbird 5000 series or Hunter PGP) to conserve water	
	Zone is operating at 11 Gallons Per Minute (GPM)	No action	
Zone #6 Rotor Zone Side Yard Turf Areas (See attached site plan)	Zone is operating at 16 Gallons Per Minute (GPM)	No action	
Zone #7 Rotor Zone Side Yard Turf Areas (See attached site plan)	Water can be conserved as Rotor Head R14 is overspraying mature plantings	Recommend adjusting the spray pattern to only irrigate the turf areas	
	Water can be conserved as Rotor Head R15 is leaking	Recommend replacing the head with a similar large turf Rotor Head (Rainbird 5000 series or Hunter PGP) to conserve water	
	Spray pattern coverage can be improved as Rotor Head R18 is partially blocked by plantings	Recommend trimming plantings and or raising/moving the head to improve the irrigation coverage for the turf areas	

Zone is operating at 14 Gallons Per Minute (GPM)	No action	
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A catch can test was performed on Zone #1 to determine the system spray uniformity and also determine appropriate run times for the scheduled waterings in order to achieve a 1/2" to 3/4" application rate. .

Zone #1 is running at 12 gallons per minute and according to the catch can test, is operating at 62% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying .9" of water per hour. The lawn is in good condition. If the recommendations above are made to the system with the spray uniformity improved to 70% with application rate increased to .70" per hour, it is recommended that the zone runtime be set at 50 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) and root depth it is recommended that the runtime be completed in one application.

Irrigation Schedules:

The Watering schedule below (Left Side) reflects the information recorded from the irrigation controller at the time of the inspection by the irrigation evaluator called (Pre-inspection zone runtimes and water usage). The water schedule below (Right Side) reflects recommended changes to the watering times and frequency based on the evaluation inspection called (Post-inspection zone runtimes and water usage). These modifications can create significant water savings in many cases.

The suggested runtimes reflect the fact that Spray Heads deliver more water than rotor sprinklers during a given time period and that turf grasses typically require more frequent irrigation than most plants and shrubs. Following the Post Inspection suggested runtimes will allow for deeper development of turf grass roots, greater soil moisture retention and help promote a more drought resistant turf. Overwatering allows water to travel beyond the root zone, while under-watering may cause shallow roots that will dry out quickly.

Plant type	Pre-inspection zone runtimes And water usage	Plant type	Post-inspection suggested runtimes And water usage
	Program A (2 application times per week)		Program A (1 application time per week)
Turf	Zone 1 (Rotor) - 25 mins = 300 Gal	Turf	Zone 1 (Rotor) - 50 mins = 300 Gal
Mixed	Zone 2 (Spray) - 20 mins = 300 Gal	Mixed	Zone 2 (Spray) - 30 mins = 450 Gal
Mixed	Zone 3 (Spray) - 20 mins = 240 Gal	Mixed	Zone 3 (Spray) - 30 mins = 360 Gal

Contractor Page 7 xx/xx/xxxx

Plants	Zone 4 (Spray) – 20 mins = 140 Gal	Plants	Zone 4 (Spray) – 0 mins = 0 Gal
Turf	Zone 5 (Rotor) – 29 mins = 315 Gal	Turf	Zone 5 (Rotor) – 29 mins = 464 Gal
Turf	Zone 6 (Rotor) – 25 mins = 400 Gal	Turf	Zone 6 (Rotor) – 25 mins = 900 Gal
Turf	Zone 7 (Rotor) – 36 mins = 504 Gal	Turf	Zone 7 (Rotor) – 36 mins = 504 Gal
	Current Total Water Usage (per application) = 2,199 Gallons per application X 7 applications per week = 4,398 Gallons per week		Total Water Usage (per application) after run time modifications = 2,978 Gallons per week

^{*}Plant type has three terms: Turf Only, Plants/Shrubs only and Mixed (combination of Both)

- a. Consider placing these charts next to your controller.
- b. Consider skipping your watering day when there is significant rainfall 1/2 half inch or more).

When watering your lawn and landscape please observe the local water use restrictions.

Please check for any changes to the current watering restrictions at: http://swfwmd.state.fl.us/conservation/restrictions/swfwmd.php Additionally, seasonal adjustments may also be used to further reduce water use during the winter months (December, January and February) when root growth is minimal thus requiring much less water. By watering every other week during the winter months an additional 17,868 gallons could be saved. The controller also has a seasonal adjustment capability that can also be used to adjust runtimes of all zones by increasing or reducing the percentage of application time; during the rainy season or in winter months when plant materials are not in a growth cycle, the controller's seasonal adjustment can be set at 60% to 80% of the current application rate to conserve water.

Also note: additional water savings can occur by repairing leaks, removing heads, capping heads and changing nozzles on heads as noted above.

The chart below reflects how much water is currently used compared to the Post-evaluation water use with adhering to the recommendations noted above.

Estimate of existing water usage ¹ Post-evaluation water use ²	Projected annual gallons saved ²	Projected Annual Gallons Saved w/ Skip a Week ²
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Contractor Page 8 xx/xx/xxxx

4,398 GAL/CYCLE/WEEK	2,978 GAL/CYCLE	1,420 GAL/CYCLE	2,978 GAL/CYCLE
228,696 GAL/YEAR	154,856 GAL/YEAR	73,840 GAL/YEAR	91,708 GAL/YEAR (40% Annual Savings)

Based on 2 days a week watering with 1 application per day

Not only is it important to follow these recommendations because it will help conserve the water supply in the Coastal Rivers and Withlacoochee river Basins, it may also help to lower your current utility bill.

For system repairs: Contact a licensed irrigation contractor for a professional installation, particularly if the system involved additional equipment or major modifications. For a listing of qualified contractors in your area, call the Florida Irrigation Society at 1-727-209-1595 or visit their website: http://www.fisstate.org/. or refer to the yellow pages of the phone directory. For do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

Thanks again for participating in the Withlacoochee Regional Water Supply Authority's Irrigation Evaluation program. We hope this information will benefit you. There are various recommendations and suggested changes made in this report.

Please contact WRWSA Contracted Admin. Assistant LuAnne Stout (352-527-5795) if you have any questions or comments.

Urban runoff has been identified as the primary source of pollutant loading to surface waters in Florida and is regulated by local, state and federal regulations. Runoff in residential areas is contaminated with fertilizers, bacteria from pet waste, sediment, as well as oil and other automotive fluids from vehicles in driveways and streets. Your efforts in eliminating runoff from excessive irrigation helps reduce the amount of these pollutants which will be transported to local waters. By following the recommendations in this audit report not only will you be conserving water by irrigating more efficiently you will also be reducing your impact on the environment!

See attached Irrigation Layout Plan for irrigation equipment locations on the property,

²Based on 1 day a week watering with 1 application per day

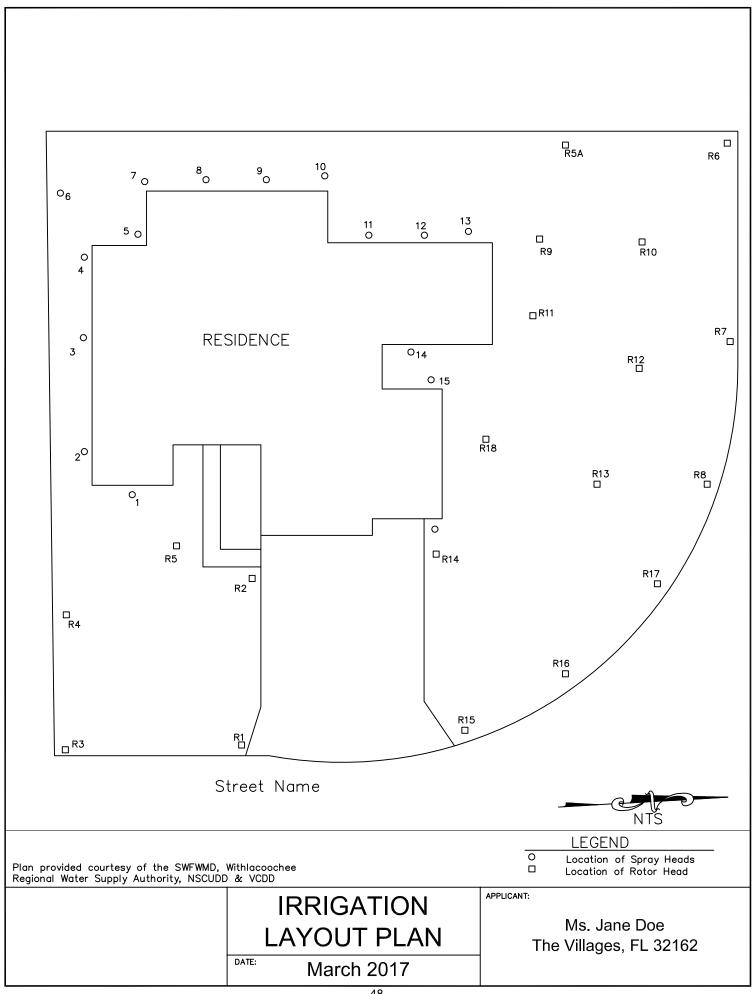


Exhibit 2.b

Sample Residential Enhanced Irrigation Evaluation Report

Residential Landscape/Irrigation Evaluation Report

Evaluator:

Date: xx/xx/xxxx

Resident Name: Mr. John Doe

Address: Homosassa, FL 34446

E-mail: None

Report Overview:

On xx, xx, xxxx, a site inspection was conducted for the irrigation system at the above referenced residence in Homosassa, Florida. The irrigation system is connected to the potable (drinking) water supply.

A visual inspection as well as a more in-depth review of the irrigation system was conducted. The findings are outlined below as well as recommendations for addressing the system issues and setting of watering durations.

Turf Area

21,500 Sf

John-Doe-Irrigation-Report

Exhibit 2.b.2

Sample Residential Enhanced Irrigation Evaluation Report

Checklist:

Item	Location	Functioning?	
Time clock Garage wall of the		New Hunter X-Core controller installed	
residence (Mechanical	`	Program A, Zones 1-7	
	Controller)	Program Running Days: Thursday @ 12am	
		Zones #1 thru #7 running 40 minutes	
Rain sensor	North side of the residence	No, new wireless solar sync sensor installed and working properly	
Backflow Preventer	Side yard	Yes	

Evaluation:

Area	Observation	Action	Addressed by Homeowner
General	Watering efficiency can be improved in the landscape beds to minimize overwatering of open mulch areas and existing mature plant material	Recommend reducing the zone time, the flow on each head, capping or moving heads and as an alternative solution converting these areas to low volume irrigation and include appropriate filtration, pressure reducers and flush valves to reduce overwatering and system inefficiencies	

	The overall turf maintenance can be reduced as large turf areas are difficult to maintain	Recommend reducing the turf areas by installing Florida Friendly Landscape materials that are suited for the site conditions. Also, recommend installing low volume irrigation for the planting beds to reduce the overall water demand of the landscape	
	Zones are irrigating turf and landscape beds within the same zone	It is not recommended to irrigate turf and landscape beds within the same zone as each have different water requirements. Recommend separating the landscape beds and turf/lawn areas into separate zones	
Zone #1 Spray Zone Side Yard Turf Area (See attached site plan)	Water was conserved as Spray Heads #5 & #6 were leaking	Heads were replaced at the time of the inspection to conserve water	
	Water was conserved as Spray Head #4 was overspraying onto the residence	Head was adjusted to reduce overspray and to conserve water	

	Future damage to Spray Head #1 can be prevented as the head is mounted to high	Recommend lowering the head to prevent damage from mowing equipment	
	Water can be conserved as Spray Heads #5 & #6 were leaking	Heads and nozzles were replaced at the time of the inspection to conserve water	
	Zone is operating at 23 Gallons Per Minute (GPM)	No action	
Zone #2 Spray Zone Rear Yard Turf Areas (See attached site plan)	Water can be conserved as Spray Heads #13 & #16 were leaking	Spray Head #16 was replaced at the time of the inspection to conserve water. Recommend replacing Spray Head #13 with a 4" tall Rainbird 1800 series or Hunter Pro-Spray to conserve water	
	Zone is operating at 22 Gallons Per Minute (GPM)	No action	
Zone #3 Spray Zone Front Yard Turf Area (See attached site plan)	Water can be conserved as Spray Head #20 was too high & leaking	Head was lowered and head and nozzle was replaced at the time of the inspection to conserve water	
	Zone is operating at 20 Gallons Per Minute (GPM)	No action	

Zone #4 Spray Zone Rear Yard Turf Areas & Landscape Beds (See attached site plan)	Water can be conserved as Spray Heads #28, #29, #30 & #31 were leaking	Recommend replacing Spray Heads 4" tall Rainbird 1800 series or Hunter Pro-Spray heads to conserve water. Note Spray Head #28 is impacted by the root system of the adjacent pine tree.	
	Zone is operating at 24 Gallons Per Minute (GPM)	No action	
Zone #5 Spray Zone Front/Side Yard Turf Area & Landscape Beds (See attached site plan)	Water was conserved as Spray Heads #33 & #38 were leaking	Spray Head #33 was lowered, and replaced with a new nozzle at the time of the inspection to conserve water. Spray Head #38 was replaced at the time of the inspection to conserve water	
	Zone is operating at 24 Gallons Per Minute (GPM)	No action	
Zone #6 Spray Zone Front Yard Turf Area & Landscape Beds (See attached site plan)	Water was conserved as Spray Heads #39, #40, #41, #44 & #49 were overspraying and irrigating mature plantings	Heads were adjusted or/turned off/capped at the time of the inspection to conserve water	

Exhibit 2.b.2

Sample Residential Enhanced Irrigation Evaluation Report

	Water was conserved as Spray Head #50 was leaking	Head was replaced at the time of the inspection to conserve water	
	Zone is operating at 26 Gallons Per Minute (GPM)	No action	
Zone #7 Spray Zone Front Yard Turf Area (See attached site plan)	Water can be conserved as Spray Heads #55 & #57 were leaking	Heads were replaced at the time of the inspection to conserve water	
	Zone is operating at 24 Gallons Per Minute (GPM)	No action	

A catch can test was performed on Zone #3 to determine the system spray uniformity and also determine appropriate run times for the scheduled waterings in order to achieve a 1/2" to 3/4" application rate. .

Zone #3 is running at 20 gallons per minute and according to the catch can test, is operating at 71% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying 1.7" of water per hour. The lawn is in good condition. If the recommendations above are made to the system with the spray uniformity improved to 70% with application rate increased to .70" per hour, it is recommended that the zone runtime be set at 25-30 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) and root depth it is recommended that the runtime be completed in one application.

Irrigation Schedules:

The Watering schedule below (Left Side) reflects the information recorded from the irrigation controller at the time of the inspection by the irrigation evaluator called (Pre-inspection zone runtimes and water usage). The water schedule below (Right Side) reflects recommended changes to the watering times and frequency based on the evaluation inspection called (Post-inspection zone runtimes and water usage). These modifications can create significant water savings in many cases.

The suggested runtimes reflect the fact that Spray Heads deliver more water than Rotor Heads during a given time period and that turf grasses typically require more frequent irrigation than most plants and shrubs. Following the Post Inspection suggested runtimes will

allow for deeper development of turf grass roots, greater soil moisture retention and help promote a more drought resistant turf. Overwatering allows water to travel beyond the root zone, while under-watering may cause shallow roots that will dry out quickly.

Plant type	Pre-inspection zone runtimes And water usage	Plant type	Post-inspection suggested runtimes And water usage
	Program A (1 application times per week)		Program A (1 application time per week)
Turf	Zone 1 (Spray) - 40 mins = 920 Gal	Turf	Zone 1 (Spray) - 30 mins = 690 Gal
Turf	Zone 2 (Spray) - 40 mins = 880 Gal	Turf	Zone 2 (Spray) - 30 mins = 660 Gal
Turf	Zone 3 (Spray) - 40 mins = 800 Gal	Turf	Zone 3 (Spray) - 30 mins = 600 Gal
Turf	Zone 4 (Spray) - 40 mins = 960 Gal	Turf	Zone 4 (Spray) - 30 mins = 720 Gal
Turf	Zone 5 (Spray) - 40 mins = 960 Gal	Turf	Zone 5 (Spray) - 30 mins = 720 Gal
Mixed	Zone 6 (Spray) - 40 mins = 1,040 Gal	Mixed	Zone 6 (Spray) - 30 mins = 780 Gal
Turf	Zone 7 (Spray) - 40 mins = 960 Gal	Turf	Zone 7 (Spray) - 30 mins = 720 Gal
	Current Water Usage (per application) = 6,520 Gallons per week		Current Water Usage (per application) = 4,890 Gallons per week

Plant type has three terms: Turf Only, Plants/Shrubs only and Mixed (combination of both)

- a. Consider placing these charts next to your controller.
- b. Consider skipping your watering day when there is significant rainfall 1/2 half inch or more).

When watering your lawn and landscape please observe the local water use restrictions.

Please check for any changes to the current watering restrictions at: http://swfwmd.state.fl.us/conservation/restrictions/swfwmd.php

Additionally, seasonal adjustments may also be used to further reduce water use during the winter months (December, January and February) when root growth is minimal thus requiring much less water. By watering every other week during the winter months an additional 29,340 gallons could be saved. Also by using the controller's seasonal adjustment capability, the controller can be used to adjust runtimes of all zones by increasing or reducing the percentage of application time; during the rainy season or in winter months when plant materials are not in a growth cycle, the controller's seasonal adjustment can be set at 60% to 80% of the current application rate to conserve water.

Also note: additional water savings can occur by repairing leaks, removing heads, capping heads and changing nozzles on heads as noted above.

The chart below reflects how much water is currently used compared to the Post-evaluation water use with adhering to the recommendations noted above.

Estimate of existing water usage ¹ Post-evaluation water use ¹		Projected annual gallons saved ¹	Projected Annual Gallons Saved w/ Skip a Week ¹
6,520 GAL/CYCLE/WEEK	4,890 GAL/CYCLE	1,630 GAL/CYCLE	4,890 GAL/CYCLE
339,040 GAL/YEAR	254,280 GAL/YEAR	84,760 GAL/YEAR	114,100 GAL/YEAR (34% Annual Savings)

¹Based on 1 day a week watering with 1 application per day

Not only is it important to follow these recommendations because it will help conserve the water supply in the Coastal Rivers and Withlacoochee river Basins, it may also help to lower your current utility bill.

For system repairs: Contact a licensed irrigation contractor for a professional installation, particularly if the system involved additional equipment or major modifications. For a listing of qualified contractors in your area, call the Florida Irrigation Society at 1-800-441-5341 or visit their website: http://www.fisstate.org/. or refer to the yellow pages of the phone directory. For do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

Contractor Page xx/xx/xxxx

Thanks again for participating in the Withlacoochee Regional Water Supply Authority's Irrigation Evaluation program. We hope this information will benefit you. There are various recommendations and suggested changes made in this report.

Please contact WRWSA Contracted Admin. Assistant LuAnne Stout (352-527-5795) if you have any questions or comments.

Urban runoff has been identified as the primary source of pollutant loading to surface waters in Florida and is regulated by local, state and federal regulations. Runoff in residential areas is contaminated with fertilizers, bacteria from pet waste, sediment, as well as oil and other automotive fluids from vehicles in driveways and streets. Your efforts in eliminating runoff from excessive irrigation helps reduce the amount of these pollutants which will be transported to local waters. By following the recommendations in this audit report not only will you be conserving water by irrigating more efficiently you will also be reducing your impact on the environment!

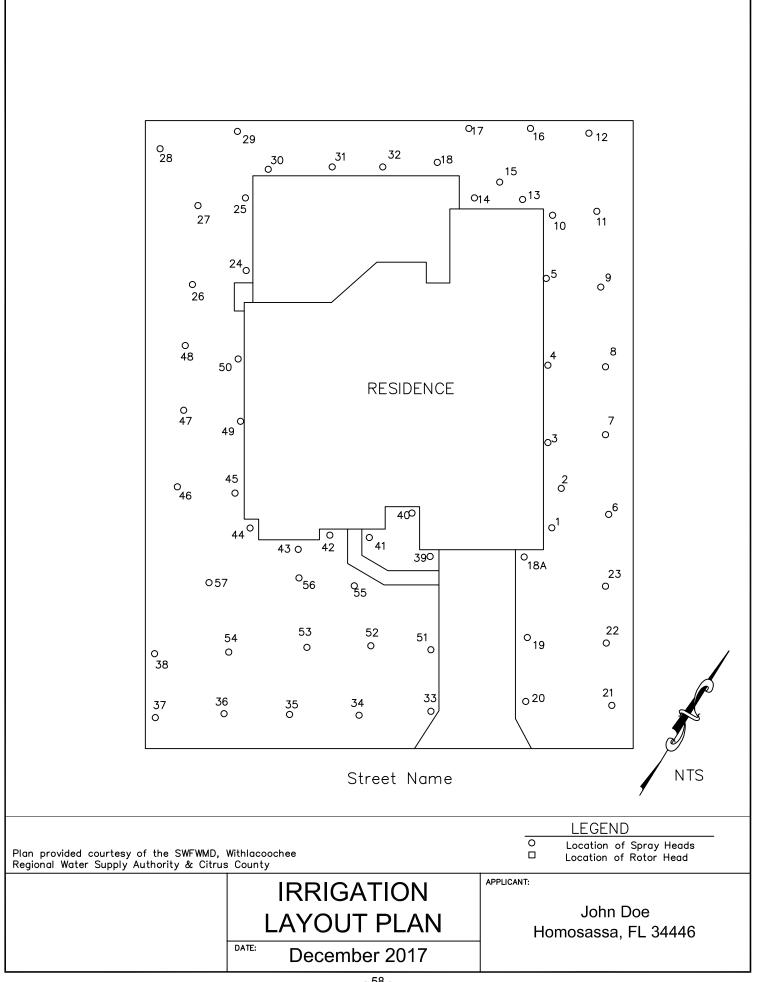
See attached Irrigation Layout Plan for irrigation equipment locations on the property.

Insert Local Utility Logo Here



Southwest Florida Water Management District Water Matters.org • 1-800-423-1476

Contractor Page xx/xx/xxxx



SAMPLE LETTER TO PARTICIPANTS

DATE

Name Address City, State, Zip Code

Subject: Withlacoochee Regional Water Supply Authority (WRWSA)

Irrigation Evaluation Program

Dear Name:

Thank you for participating in the WRWSA Irrigation Evaluation Program. Our goal is to assist you in enhancing your landscape while conserving water. This program has been designed to evaluate the efficiency of your irrigation system and to provide you with guidance on irrigation system management. (Irrigation Contractor/Company Name goes here) conducted the irrigation system evaluation, with funding and technical assistance from the WRWSA, your water utility, and the Southwest Florida Water Management District.

Listed in this report are various recommendations, water use and water savings information that may help improve the efficiency of your irrigation system.

We hope the evaluation was helpful and that you will carefully consider making the recommended changes to help conserve water, protect our natural resources and save money. If you have any questions regarding this evaluation report, please contact (Name of Contractor and contact information) or LuAnne Stout at 352-527-5795 or lstout@wrwsa.org.

Sincerel	ly,
----------	-----

Signed

Enclosures