



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

4600002210-A01

SAP PO REFERENCE NO. _____

AMENDMENT NO. #01

TO AGREEMENT NO. 4600002210

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF NAPLES

This **AMENDMENT NO. 01**, is entered into on _____, to that **AGREEMENT** dated November 29, 2010, between "the Parties," the South Florida Water Management District (**DISTRICT**), and City of Naples (**CITY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the Parties; and

WHEREAS, the Governing Board of the **DISTRICT**, at its September 8, 2011 meeting, approved entering into this **AMENDMENT NO. 01** with the **CITY**; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to (i) extend the period of performance; (ii) revise the Statement of Work; (iii) increase the funding; and (iv) revise the Payment and Deliverable Schedule of the **AGREEMENT**;

NOW THEREFORE, the **DISTRICT** and the **CITY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The term of the **AGREEMENT** is hereby extended by one (1) year and the expiration date, as amended, is November 28, 2012. Regardless of the actual date of execution, this **AMENDMENT NO. 01** shall be effective as of November 29, 2011.
2. The monetary consideration for the **AGREEMENT** is hereby increased by an amount not-to-exceed Five Hundred Twenty Thousand Dollars and No Cents (\$520,000.00), for a total revised **AGREEMENT** amount not-to-exceed One Million One Hundred Twenty Thousand Dollars and No Cents (\$1,120,000.00).



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3. The Statement of Work, Exhibit "A" is hereby revised with the addition of Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 01**.
4. The Payment and Deliverable Schedule is also hereby revised with the addition of Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 01**.
5. All other terms and conditions of the **AGREEMENT** remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

EXHIBIT "A1"

STATEMENT OF WORK

WATER QUALITY AND FLOOD MITIGATION IMPROVEMENTS CITY OF NAPLES

A. INTRODUCTION

Naples Bay, located on the southwest coast of Florida in Collier County, is a relatively narrow and shallow body of water ranging in width from 75 to 1500 feet and depth of 1 to 23 feet. Salt water enters the Bay from the south through Gordon Pass and mixes with freshwater entering the north end from the Golden Gate Canal, Rock Creek, Haldeman Creek, and the Gordon River. While the Bay once drained about 20 square miles, it is now the receiving body from approximately 120 square miles due to the construction of the Golden Gate Canal system and its linkage to the Bay.

The Bay's historical watershed was comprised of swamps, marshes and sloughs that replenished aquifers, supported plant and animal life, and supplied water for a relatively low human population in the region. However, beginning in the mid-twentieth century, the watershed's landscape began to change from this natural setting to agriculture in the east, and, particularly in the western portion of the watershed, to highly urbanized land uses. The development of urban infrastructure in the form of roads, utilities, canals, and recreational facilities has resulted in the loss of many historic flow ways to the Bay and changes in both the quantity of water running off the land and the amount of pollutants being carried with that water into the Bay have occurred.

The Big Cypress Basin of the South Florida Water Management District budgeted funds to support local stormwater management system improvements in the Basin. Within the Naples Bay Watershed Initiative are several projects addressing important water restoration and management issues in Collier County. The goals of the Initiative are to:

- Construct stormwater treatment structures/facilities that improve polluted runoff,
- Reduce the amount of freshwater entering the Bay and, ultimately,
- Restore sea grasses, oyster reefs, and mangroves in the Bay.

Chronic flooding problems plague portions of the City and are a result of old and inadequate stormwater management infrastructure. Although improvements to infrastructure and development codes are being made, stormwater runoff carries pollutants into Naples Bay. This agreement provides funding to the City of Naples specifically for constructing improvements to the stormwater management system within Basin III. These improvements are aimed at mitigating flooding and improving the water quality of Naples Bay.

B. OBJECTIVES

The purpose of the City's Water Quality and Flood Mitigation Improvements is to attenuate flooding and the duration of water events through the use of increased retention and detention, and improve the stormwater collection features while decreasing the quantity and improving water quality of waters released to Naples Bay. This contract will continue the construction of drainage improvements in FY12 in Basin III and V. The improvements include:

- Restoring the existing stormwater conveyance system
- Installing water control structures
- Constructing additional swales and ex-filtration systems and
- Replacing the Naples Zoo Septic Tank System (Phase II)

C. SCOPE OF WORK

The scope of work for improvements throughout the City will elapse over many years and many phases; however the scope for this cooperative agreement will address the following:

1. Basin III Water Quality & Flood Mitigation Improvements

In 2007, Phase I of a multi phase improvement project was completed within Basin III of the City. The City received \$1.4 million in District grant funding towards this \$3.5 million project and the project was completed with great success. In FY 10/11, the City acquired a District permit for Phase II Improvements within Basin III. These improvements are focusing on mitigating flooding problems along Gulfshore Blvd, Broad Ave and 8th Street South. Also, in an effort to improve water quality prior to discharging into Naples Bay, a detention system has been constructed along Broad Ave South. The detention system will receive and detain stormwater flows, thereby removing pollutants and recharging the groundwater aquifer. In FY 11/12, the City has allocated \$1.2M for additional improvements along 8th Street South.

2. Basin V Water Quality & Flood Mitigation Improvements

Basin V is a 700+ acre drainage basin that includes the Naples Zoo and, also discharges into the Gordo River and Naples Bay. Most stormwater is untreated prior to discharge. The undersized and failing conveyance system is a significant cause of neighborhood flooding. In 2008 the City commissioned an engineering report that proposes specific infrastructure improvements that would improve water quality prior to discharge to Naples Bay while alleviating some of the most severe flooding in Basin V. The total cost of Phase I improvements within Basin V is estimated at \$3,350,000. In FY08/09, \$350,000 was budgeted in the City's Capital Improvement Program for project design and permitting. In FY09/10, \$1,500,000 has been budgeted in the City's CIP. Improvements include culvert upgrades and replacements, new inlet and pipe installations, the creation and restoration of swales and exfiltration systems, thereby creating new storage

capacity to retain more stormwater. In FY11/12, this work continues as the City budgets \$600,000 towards additional improvements.

D. WORK BREAKDOWN STRUCTURE

Project Management

The City shall be responsible for the satisfactory completion of this project and may retain a consultant to provide the professional services needed to complete the design, plans, specifications and permits, and to assist the City during construction. The City is responsible for project management, budget management and quality control. The City is responsible for reviewing and approving deliverables from the consultant and/or contractor to ensure that the project objectives are met.

Task 1: Notice to Proceed

Task 1 includes issuing a Notice to Proceed to a contractor for construction to begin within Basin III and/or Basin V.

Deliverables: One copy of the 100% Plans, Construction Bid Tabulation Form, and Notice To Proceed Letter.

Task 2: Construction Completion Septic Tank Replacement - Naples Zoo

Task 2 includes the removal of the septic tank system located in the proximity of the Gordon River and attaches the facilities to the City's sewer system.

Deliverables: Certification of construction completion and/or material acquisition and submittal of invoices.

Task 3: Construction Completion Basin III and/or Basin V

Task 3 includes the completion of the construction improvements and/or materials acquisition effort scheduled to be implemented in FY11/12.

Deliverables: Certification of construction completion and/or material acquisition and submittal of invoices.

Exhibit "B1"
PAYMENT AND DELIVERABLES SCHEDULE

This is a cost-share project with funding coming from the DISTRICT and the City of Naples. Total payment by the DISTRICT shall not exceed the amount of \$520,000 for this cooperative agreement. All invoices shall be accompanied by adequate documentation to demonstrate completion of each task in accordance with the Statement of Work requirements. All deliverables submitted hereunder are subject to review and acceptance by the DISTRICT. Acceptability of all work will be based on the judgment of the DISTRICT that the work is technically complete and accurate.

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

Tasks	Deliverables	Due Date	Estimated Total Cost	District Not-to-Exceed Payment*
Task #1 Basin III & V Water Quality & Flood Mitigation Improvements	Notice To Proceed	3 Months From contract execution	\$100,000	\$0
Task #2 Completion Septic Tank Replacement Naples Zoo	Certification of Construction Completion	09/15/2012	\$300,000	\$100,000
Task #3 Basin III & V Water Quality & Flood Mitigation Improvements	Certification of Construction &/or Acquired Material Completion	09/15/2012	\$1,700,000	\$420,000
Total SFWMD/BCB Share			\$2,100,000	\$520,000

*The DISTRICT shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the CITY are less than the not-to-exceed for a particular task, the CITY shall have the right to apply the unexpended balance towards a subsequent task. The CITY shall provide written notice of its decision to exercise this right. In no event shall the DISTRICT'S total obligation exceed \$520,000 as specified above for this cooperative agreement. The CITY is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.