



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ALTERNATIVE WATER SUPPLY FY2014
FUNDING PROGRAM**

PO Number 9500005820
Reference on all Invoices

<p>Recipient: City of Naples</p> <p>Recipient's Project Manager: Mr. Robert Middleton, Utilities Director</p> <p>Address: 380 Riverside Circle Naples, FL 34102-6796</p> <p>Telephone No: (239) 213-4714</p> <p>Fax No: (239) 213-4714</p>	<p>Agreement Number: 4600002927</p> <p>Governing Board Approval Date: September 12, 2013</p> <p>District Funding Amount: \$600,000.00</p> <p>Contract Term: October 1, 2013 – September 30, 2014*</p> <p>*All deliverables are due by June 30, 2014</p>
<p>SFWMD Project Manager: Max Guerra</p> <p>Telephone No.: (239) 597-1505 x 7612</p> <p>E-mail Address: mguerra@sfwmd.gov</p> <p>Fax No.: (239) 263-8166</p> <p>Contract Specialist: Sharman Rose</p> <p>Telephone No.: (561) 682-2167</p> <p>Fax No.: (561) 682-5624</p> <p>Address: 3301 Gun Club Road West Palm Beach, FL 33406</p>	
<p>Insurance: Not Applicable</p>	
<p>Federal Employer Identification Number:</p>	
<p>Project Title: FY2014 AWS – BCB Project Description: City of Naples - Aquifer Storage and Recovery (ASR) Well #3</p>	

This **Agreement** is entered into between “the Parties,” the South Florida Water Management **District**, the “**District**”, and the undersigned party, hereinafter referred to as the “**Recipient**.” The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Statement of Work,” attached hereto as Exhibit “A”, hereinafter referred to as the “Project”, and made a part of this **Agreement**.
- 1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Payment and Deliverable Schedule
Exhibit C	Status Report
Exhibit D	Final Project Summary Report

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall be the dates noted on the first page of this **Agreement**.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall reimburse the **Recipient** the funding amount as specified on page one of this **Agreement**. Such amount is not to exceed the specified amount and therefore, no additional consideration shall be authorized. The **Recipient** shall provide *at least* sixty percent (60%) or more of the Project’s construction cost, unless a different amount is authorized pursuant to s. 373.707(8)(e), Florida Statutes. The **Recipient** acknowledges that the **District** may authorize an amount less than forty percent (40%); and, if current fiscal year construction costs decrease the approved funding *may* be decreased. The approved funding is a percentage, up to forty percent (40%) based on the estimated current fiscal year project construction cost. For FY14, payment(s) will be made by the **District** for work authorized and completed between October 1, 2013 and June 30, 2014. The **District** will not

reimburse the **Recipient** for FY14 work that commences prior to the start date of the **Agreement** or for work completed after June 30, 2014.

- 3.2 The **Recipient** assumes sole responsibility for all work which is performed pursuant to Exhibit "A". By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees *not* to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the construction activities described in Exhibit "A".
- 3.4 The **Recipient** agrees to reimburse the **District** funds provided through this **Agreement** for facilities (i.e. test/production wells, etc.) that do not become an operational component of the overall alternative water supply facility within the timeframe established in the proposal. Notwithstanding anything in this **Agreement** to the contrary, this paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution.

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Summary Schedule of Tasks and Deliverables", attached hereto as Exhibit "B". The **Recipient** shall provide a completed Project Status Report attached hereto as Exhibit "C" within ten (10) business days of the following due dates December 31, 2013 and March 31, 2014. In addition, on or before June 30, 2014, the **Recipient** shall provide a completed Project Summary Final Report, attached hereto as Exhibit "D" and the Final Reimbursement Request Package. Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all construction has been completed in accordance with Exhibit "A" of this **Agreement**.
- 4.2 The **Recipient's** invoice(s) shall reference the **District's Agreement** Number and Purchase Order Number and shall be sent to the following address:

South Florida Water Management District
ATTN: Accounts Payable
PO Box 24682
West Palm Beach, FL 33416-4682

The **Recipient** shall not submit an invoice to any other address at the **District**. In order to expedite the invoice review and approval process, the **Recipient** shall also submit a copy of each reimbursement request package to the **District's Project Manager(s)**. The **Recipient's** reimbursement request package shall contain the backup documentation required (e.g., the request shall include but is not limited to a copy of **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number), signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the

Recipient), tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**) and, vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete. The **Recipient** shall submit the final reimbursement request package and Exhibit "D" on or before June 30, 2014. Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

- 4.3. Upon completion of the Project, any data that was generated during the performance of the Project shall be submitted to the **District** upon request.

New Well Construction Projects: For projects involving construction of new wells, the **Recipient** shall:

1. Submit design of well construction and testing programs to the **District** for review and comment prior to implementation. The **Recipient** shall integrate the **District's** comments into the final testing plan where feasible.
2. Submit all pertinent well information collected during well construction and testing (i.e., depths, cuttings descriptions, geophysical logs, aquifer test data, etc.), as available. Submissions shall be provided electronically as specified by the **District**.
3. If the final location of the well(s) varies from the original location specified in the Consumptive Use or other permit or permit applications, the **Recipient** shall provide the **District Project Manager(s)** with written proof that the appropriate permitting agency contact is aware of and agrees with the changes.

The data shall be archived in the **District's** permanent database and available to the public. Please contact Emily Richardson (561) 682-6824, Emily.Richardson@sfwmd.gov, for instructions on submitting data.

- 4.4 The **Recipient** shall provide to the **District** regular project status reports (Exhibit "C") quarterly by December 31, 2013; March 31, 2014 and Project Summary Final Report on June 30, 2014. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. Exhibit "C" shall be submitted to the **District's Project Manager(s)** via e-mail within ten (10) business days of the specified due date. In the event actual construction costs are less than the not-to-exceed amount for a particular task stated in Exhibit "B", the **Recipient** will have the right to apply the unexpended balance toward another task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In no event, shall the **District's** total obligation exceed the amount specified in Exhibit "B" for this Cooperative **Agreement**; however, an actual construction cost less than an

estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

ARTICLE 5 – CONTRACT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the **District Project Manager(s)** for attempted resolution or action. The **District Project Manager(s)** shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands or other communications regarding this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both the **District's Project Manager(s)** and the Contract Specialist noted on the first page of this **Agreement** by certified mail, return receipt requested.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's Agreement** Number and Purchase Order Number.

ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring the **Recipient** to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with Chapter 40E-7, Part II of the Florida Administrative Code, "Material Breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The **District's** Governing Board will consider the factors detailed in Chapter 40E-7, Part II of the Florida Administrative Code in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this

Agreement may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

- 6.3 In the event a dispute arises, which the **Project Managers**' cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient's** project proposal are found to be false or if the **Recipient** fails to complete the construction and performance of all work items described in Exhibit A, Statement of Work.

ARTICLE 7 – RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
 - B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.

D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.

7.2 Whenever the **District's** contribution includes state or federal appropriated funds, the **Recipient** shall, in addition to the inspection and audit rights set forth in Article 7.1 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. The **Recipient** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **District**, as completed per fiscal year

B. Examination of Records: The **District** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **Recipient's** financial and non-financial records to the extent necessary to monitor the **Recipient's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

ARTICLE 8 – STANDARDS OF COMPLIANCE

8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.

8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.

8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the

Recipient assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

- 8.4 Pursuant to Section 216.347 of the Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.
- 8.5. The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary. The **Recipient** agrees to comply with the terms and conditions of all permits.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the **District's** Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.
- 8.8 A **Recipient** who operates a public water supply utility shall, by February 1, 2014 adopt a rate structure that will promote the conservation of water and promote the use of water from alternative water supplies and shall provide the **District** with a copy of such adopted rate structure on or before May 31, 2014.
- 8.9 **Recipient** of funds for a reuse project shall provide a status report by May 31, 2014 addressing the following issues: (1) accounting of reclaimed water usage and method used (meters, etc.); (2) all rates and charges for reclaimed water; (3) the status of implementing public education programs to inform the public about water issues, water conservation and the importance and proper use of reclaimed water; and (4) providing the **District** with the location of each reuse facility owned by the **Recipient**.
- 8.10 This paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution. After construction is completed on the Project, the **Recipient** shall continuously operate the Project as described in the Project proposal and consistent with the application water use permit(s). In the event the Project is not operated or completed in accordance with these requirements, the **Recipient**, if requested by the **District**, agrees to

reimburse the amount of funding the **District** provided to this project. This amount may be prorated based on the number of years the completed project is operated using an assumed project life of 20 years. Furthermore, the **District** may cease funding for this Project and any future Projects proposed by the **Recipient**. All other provisions of this contract shall terminate on June 30, 2014.

- 8.11 **Recipient** shall implement a public education program to inform the public about the environmental and other public benefits of the Alternative Water Supply project and shall provide the **District** with a copy of such public education program on or before June 30, 2014.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

- 9.1 For value received, which is hereby acknowledged, the **Recipient** shall, subject to the limits permitted in Florida Statute 768.28, defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action. Pursuant to section 768.28, Florida Statutes, nothing herein shall require the **Recipient** to be liable for intentional or reckless acts or for actions committed in bad faith or malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, nothing contained here shall constitute a waiver by the **Recipient** of its sovereign immunity or the provisions of F.S. 768.28.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the

District shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third party beneficiary or otherwise.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit “A” of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit “A” Statement of Work
 - (c) Project Information Document
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.
- 11.6 This **Agreement** states that all publicity/outreach media will be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award will require prior **District** approval.

11.7 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: Dorothy A. Bradshaw
Dorothy A. Bradshaw, Procurement Bureau Chief

Date: 10/28/13 *em*

SFWMD Procurement Approved:

By: [Signature] Date: 10/23/13

Attest:
Patricia L. Rambosk
Patricia L. Rambosk, City Clerk
Date: 9/23/13

Recipient's Legal Name: **CITY OF NAPLES**

By Authorized Official: [Signature]

Printed Name: John F. Sorey III

Title: Mayor

Date: _____

Approved as to form and legality

By Robert D. Pritt
Robert D. Pritt, City Attorney

EXHIBIT "A"
STATEMENT OF WORK

City of Naples
Aquifer Storage and Recovery (ASR) Well Program FY2014
ASR Well #3

A. INTRODUCTION/BACKGROUND

The City of Naples (City and/or Recipient) potable water supply is groundwater from the Lower Tamiami Aquifer, located in East Golden Gate, and the surficial aquifer system along Goodlette Frank Road. The use of this water supply is authorized by the SFWMD under Water Use Permit # 11-00017-W. The demands on these groundwater supplies continue to increase, particularly in Golden Gate Estates, as development increases within the City's utility service area.

In 2007 the City undertook a comprehensive analysis of the 20-year projected water demand and the available alternative water supplies with a desire to achieve the following goals:

1. Insure a long-term water supply for customers within the City's utility service area.
2. Reduce consumption of potable water from the surficial and Lower Tamiami Aquifer by at least 25%.
3. Eliminate discharge of treated effluent into the Naples Bay (Naples Bay Initiative to improve water quality).
4. Reduce the discharge of fresh water into the Naples Bay.
5. Distribute 100% of reclaimed water through the irrigation system.

Following extensive analysis of alternative water supplies, the Naples City Council approved the Integrated Water Resources Plan (IWRP) in October, 2008. The IWRP was developed to address the above stated goals and to identify water needs, water supply options and funding requirements during a twenty year planning period. The selected alternative allows an increase in the water supply without additional wells in the surficial and Lower Tamiami Aquifer. New brackish wells from the Lower Hawthorne Aquifer may be required in the very long term, although the selected strategy is to avoid construction of additional wells and treatment facilities.

B. OBJECTIVES

The first five-year component of the IWRP is to:

1. Apply and acquire a permit from the South Florida Water Management District to withdraw 10 mgd of surface water from the Golden Gate Canal (*completed*).

2. Develop exploratory Aquifer Storage and Recovery (ASR), evaluate storage capability below the Underground Supply of Drinking Water (USDW), cycle test, place in service, and drill a total of four (4) ASR wells at the City's WWTP location (*ASR Wells 1 and 2 completed*).
3. Construct an intake structure at the Golden Gate Canal and a transmission line to the City's 48-acre property on Riverside Circle (*completed*).
4. Mix surface water from the Golden Gate Canal with treated effluent water and distribute through the existing and future reclaimed water system for irrigation.
5. Store treated effluent and surface water in an ASR well field within the boundaries of public property during the rainy season.
6. Withdraw water from the ASR well field during the peak dry season and distribute through the irrigation water system.
7. Store or distribute 100% of treated effluent water and eliminate discharge into the Naples Bay.
8. Expand existing reclaimed water distribution system to areas of the city with the highest water usage to eliminate use of potable water for irrigation (*in construction*).

The City of Naples requested grant funding from the Big Cypress Basin Board to continue the implementation of the IWRP, specifically grant funding to offset construction of ASR Well 3 in FY2014. In 2010, FDEP issued a Class V permit to the City of Naples to construct a wellfield with four (4) ASR wells at the City's wastewater treatment plant located at Riverside Circle. The Class V permit allows for cycle testing of the wells.

ASR Well 1 and 2 have been completed, drilled to 1,500 feet, with positive indications of an acceptable storage zone below the USDW at 1,080 feet. These ASR wells are the first of its kind within the Big Cypress Basin. The City is currently performing the cycle test number 3 for ASR Wells 1 and 2 with favorable results.

C. SCOPE OF WORK

The funding provided in this agreement is to continue the construction of an ASR wellfield at the Riverside Circle location, which includes the installation and testing of four (4) ASR wells, three (3) monitoring wells, and the evaluation of potential storage zones below the USDW. The scope of work for this phase includes the following:

- Construction ASR Well #3
- Installation of Yard Piping
- Construction of a Monitoring Well for ASR Well 3

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below.

Task 1: Recipient shall submit to the District Project Manager an electronic submittal of the final project bid amount and/or vendor estimates and NTP for tasks to be completed in FY14.

Due Date: Upon contract execution

Task 2: Exhibit “C” - Quarterly Status Report: Recipient shall submit to the District Project Manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: December 31, 2013

Task 3: Exhibit “C” - Quarterly Status Report: Recipient shall submit to the District Project Manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2014

Task 4.1: Construction of ASR Well 3: Recipient shall construct ASR Well 3. The construction will be based on the specifications and data collected from the previous installation of ASR Well 1 and ASR Well 2. This well will be constructed according to Class V Injection Well standards. The construction will begin in October 2013 and will be completed by June 2013. The construction also includes the installation of a shallow monitoring well. The information related to ASR Well 3 will be summarized in a well completion report and submitted to the regulatory agencies as part of the Class V permit.

Due Date: June 30, 2014

Task 4.2: Installation of Yard Piping: Upon completion of ASR Exploratory Well 3, **Recipient** shall install the necessary piping in order to connect the well to the ASR network and allow for cycle testing.

Due Date: June 30, 2014

Task 4.3: Construction of a Monitoring Well for ASR Well 3: Recipient shall install a monitoring well that is required in the storage zone and within the upper drinking water supply to collect data during cycle testing of ASR well 3.

Due Date: June 30, 2014

Task 5: Reimbursement Request and Project Summary Report: Recipient shall submit to the District Project Manager the final reimbursement request package and Project Summary Report (Exhibit “D”)

Due Date: June 30, 2014

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

City of Naples
Aquifer Storage and Recovery (ASR) Well Program FY 2014
ASR Well #3

- The schedule set forth below is from October 1, 2013 to June 30, 2014.
- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager(s). Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request package for payment and Exhibit "D" on or before June 30, 2014. All reimbursement request packages shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A", the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices (pay applications), and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A", the SOW.
- The **District** shall only be obligated to pay for documented actual FY2014 construction⁴ costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager(s). If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In *no event* shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein *shall not exceed* the amount of \$600,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year 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.

Task No.	Deliverable(s)	Invoice Date ¹	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY14	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2013	N/A
3	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2014	N/A
4	4.1 Construction of ASR Well 3 4.2 Installation of Yard Piping 4.3 Construction of Monitoring Well for ASR Well 3	Upon Task Completion	N/A	N/A
5	Reimbursement Request Package Project Summary Report (Exhibit "D")	June 30, 2014	June 30, 2014	\$600,000
Total District Funding				\$600,000
Current Fiscal Year(s) Construction Cost				\$1,914,000
Total Project Construction Cost				\$1,914,000

¹ If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before June 30, 2014 for reimbursement.

² If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District** Project Manager(s).

³ Exhibit "C" Quarterly Status Reports are due within ten (10) business days of the due date.

⁴ Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager(s) to request one.

Exhibit "C"

Alternative Water Supply Program FY2014 Quarterly Status Report

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District Project Manager(s). Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Quarter 1 2 3 Date: _____

Name of Person Completing Form _____

Contract Number 4600002927 Proposal Number _____

Entity Name: City of Naples

Project Title: Aquifer Storage and Recovery (ASR) Well Program FY2014

ASR Well #3

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

On Schedule

Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information

	Date	Amount
Bid Document		
Final Contract (with Vendor)		
Total Expended to Date		
Change Order(s)		

Exhibit "C"
Alternative Water Supply Program FY2014
Status Report

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit "B" of the contract:

Task No.	Exhibit "B" Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY14		Upon contract execution	
2	Exhibit "C" – Status Report		12/31/13	
3	Exhibit "C" – Status Report		03/31/14	
4	4.1 Construction of ASR Well 3 4.2 Installation of Yard Piping 4.3 Construction of Monitoring Well for ASR Well #3		Upon Task Completion	
5	Final Reimbursement Request Package & Exhibit "D" Project Summary Report		6/30/14	

* Note that all tasks have to be completed and invoiced by June 30, 2014.



Exhibit "D"

**Alternative Water Supply FY2014
Final Project Summary Report**

LWC-X – Aquifer Storage and Recovery (ASR)
Well Program FY14- ASR Well 3
Project Title

Mr. Robert Middleton
Entity Project Manager

4600002927 / 950000xxxx
SFWMD Contract/Purchase Order Number

City of Naples
Entity Project Owner

Describe Project constructed: _____

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish
Reclaimed				

Cost for this Phase (Phase refers to the current FY work)		
	Proposed (this FY)	Actual (this FY)
Total Construction Cost – This Phase	\$2,000,000.00	\$
Funding Breakdown for this Phase		
District funding this phase	\$600,000.00	\$
Local funds	\$	\$
Other funding source		
From:	\$	\$
TOTAL	\$	

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between October 1, 2013 and June 30, 2014.

To the best of my knowledge, the above information is correct.

Chief Financial Officer

Entity Project Manager