



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600002927-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600002927

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF NAPLES

This **AMENDMENT NO. 01**, is entered into on JUN 24 2014, to that **AGREEMENT** dated October 1, 2013, 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 Parties wish to amend the **AGREEMENT** in order to, revise the Statement of Work, and 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. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the Parties.
2. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
3. The monetary consideration for the **AGREEMENT** is hereby reduced in the amount of One Hundred Six Thousand Six Hundred Dollars and No Cents (\$106,600.00), for a total revised **AGREEMENT** amount of not-to-exceed Four Hundred Ninety Three Thousand Four Hundred Dollars and No Cents (\$493,400.00).



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

- 4. The Statement of Work, attached as Exhibit "A" to the **AGREEMENT**, is hereby deleted in its entirety and replaced by Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 01**.
- 5. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 01**.
- 6. 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.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

SFWMD PROCUREMENT APPROVED
BY: *[Signature]*
DATE: 5/12/14 *sm*

CITY OF NAPLES

By: *[Signature]*
Title: Mayor

Approved as to form and legality
By *[Signature]*
Robert D. Pritt, City Attorney

Attest:
[Signature]
Jessica R. Rosenberg, Deputy City Clerk

EXHIBIT "A1"
STATEMENT OF WORK

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

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 South Florida Water Management District (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 20-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 SFWMD 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*).

In 2010, FDEP issued a Class V permit to the City 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 scope of work for this phase includes the following:

- 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 August 2014. 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.
- Installation of Yard Piping. Upon completion of ASR Exploratory Well #3, install the necessary piping in order to connect the well to the ASR network and allow for cycle testing.
- Construct a Monitoring Well for ASR Well #3. Installation of 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.

D. WORK BREAKDOWN STRUCTURE

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

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

Due Date: Upon Contract Execution

Task 2: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the 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 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: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the 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: June 30, 2014

Task 5: Recipient shall construct ASR Well #3/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 6: Recipient shall install yard piping/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 7: Recipient shall construct a monitoring well for ASR Well #3/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 8: Final Reimbursement Request and Project Summary Report (Exhibit "D1"): **Recipient** shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D1").

Due Date: August 29, 2014

EXHIBIT "B1"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

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

- The schedule set forth below is October 1, 2013 to September 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 "D1" on or before August 29, 2014 for reimbursement. All reimbursement request packages shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A1", 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, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A1", the SOW.
- The **District** shall only be obligated to pay for documented actual FY2014 construction 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. 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 \$493,400.00. 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	Exhibit "C1" – Quarterly Status Report ³	N/A	June 30, 2014	N/A
5	Construction of ASR Well #3	Upon Task Completion	N/A	\$400,100
6	Installation of Yard Piping	Upon Task Completion	N/A	\$14,600
7	Construction of Monitoring Well for ASR Well #3	Upon Task Completion	N/A	\$78,700
8	a) Final Reimbursement Request (if applicable) b) Project Summary Report (Exhibit "D")	August 29, 2014	August 29, 2014	N/A
Total District Funding				\$493,400
Current Fiscal Year Construction Cost				\$1,233,310
Total Project Construction Cost				\$1,233,310

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 August 29, 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.

³ Exhibit "C" Quarterly Status Reports are due within ten (10) 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 to request one.