

ORIGINAL



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
2015 - 2016 ALTERNATIVE WATER SUPPLY
FUNDING PROGRAM**

PO Number 950006627
Reference on all invoices

Recipient: City of Naples	Agreement Number: 4600003310
Recipient's Project Manager: Robert Middleton, Utilities Director	Governing Board Approval Date: October 8, 2015
Address: 380 Riverside Circle Naples, FL 34102-6796	District Funding Amount: \$680,000
Telephone No.: (239) 213-4714	Effective Date: Last Date of Execution by the Parties
Fax No.: (239) 213-4799	Expiration Date: December 7, 2016*
*All deliverables are due by October 31, 2015	
SFWMD Project Manager: Joseph Schmidt	
Telephone No.: (239) 863-7615 X7615	
E-mail Address: jdschmidt@sfwmd.gov	
Fax No.: (239) 263-8166	
Contract Specialist: Sharman Rose	
Telephone No.: (561) 682-2167	
Fax No.: (561) 682-5624	
Address: 3301 Gun Club Road West Palm Beach, FL 33406	
Insurance: Not Applicable	
Federal Employer Identification Number: 59-6000382	
Project Title: FY2016 AWS – Project # BCB-1	
Description: Reclaimed Water System Expansions, Phase 4	

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 pay the **Recipient** the funding amount as specified on page one of this **Agreement**. Reimbursement shall not 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, 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 FY16, payment will be made by the **District** for work authorized and completed between ~~October 8, 2015~~ last date of execution and October 31, 2016. The **District** will not reimburse the **Recipient** for FY15 work that commences prior to the start date of the **Agreement** or for work completed after October 31, 2016.



- 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 February 2, 2016; June 2, 2016; and August 31, 2016. In addition, on or before ~~August 31, 2015~~ October 31, 2016, 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 **Invoice Requirements.** **Recipient** shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the **Recipient's** legal name as authorized to do business with the State of Florida; District's **Agreement** Number and Purchase Order (PO) Number as specified on the cover/signature page of the **Agreement**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **Recipient** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **Recipient's** name and the PO number; and 3) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **Recipient** must provide the above to the following address:



**South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682**

Recipient must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **Agreement** in order to receive prompt payment by the District as described in Section 218.70, F.S. **Recipient's** failure 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.

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**. 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 and Exhibit "D" on or before October 31, 2016. 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 February 2, 2016; June 2, 2016; and August 31, 2016. 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** 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. 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 June 1, 2016 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 August 31, 2016.
- 8.9 **Recipient** of funds for a reuse project shall provide a status report by October 31, 2016 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**.
- 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 August 31, 2015.

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.

- 9.2 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** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this **AGREEMENT** and any signatory hereon shall be considered for all purposes as original.
- 11.8 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: NOV 07 2015

Jan

SFWMD Procurement Approved:

By: *SA Roe* Date: 9/13/15

Attest
Patricia L. Rambosk
Patricia L. Rambosk, City Clerk
Date: 9/17/15

CITY OF NAPLES

By Authorized Official: *John F. Sorey III*

Printed Name: John F. Sorey III

Title: Mayor

Date: 9/17/15

Approved as to form and legality

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

EXHIBIT "A"
STATEMENT OF WORK

City of Naples
Reclaimed Water System Expansion Phase 4

A. INTRODUCTION / BACKGROUND

The South Florida Water Management District (**DISTRICT**) has allocated funding in Fiscal Year 2016 for flood protection, water quality improvement, natural system restoration, and alternative water supply projects which meet objectives of the Big Cypress Basin Strategic Plan. The City of Naples (**CITY**) is expanding its existing reclaimed water distribution system and integral aquifer storage and recovery (**ASR**) wellfield. Effluent from the **CITY**'s Water Reclamation Facility (**WRF**), surface water from the Golden Gate Canal, and a combination of both from the **CITY**'s **ASR** wells is provided to customers, where available, for irrigation purposes.

Groundwater from the surficial aquifer system (water-table and lower Tamiami) is the primary source of potable water for the **CITY**. Use of this traditional water supply is authorized by the **DISTRICT** via Water Use Permit #11-00017-W. In 2007, the **CITY** undertook a comprehensive analysis of the 20-year projected water demand and available alternative water supplies. In order to ensure a long-term water supply, reduce consumption of potable water by at least 25%, eliminate the discharge of freshwater and effluent from the **CITY**'s **WRF** to Naples Bay, as well as distribute 100% of reclaimed water; the **CITY** approved an Integrated Water Resources Plan (**IWRP**). Most of the initial components proposed in the **IWRP** have been completed to date. Construction of the Golden Gate Canal pump station and transmission mains to the **CITY**'s **WRF** concluded in 2012, three of four proposed **ASR** wells were installed through 2014 and are currently undergoing cycle testing in accordance with the Florida Department of Environmental Protection Class V permit, and three of five construction phases (1, 2 and 3) to expand the existing reclaimed water distribution system were completed through 2015. Expansion of the **ASR** wellfield will also proceed in 2016.

B. OBJECTIVES

The project objectives for Phase 4 of the Reclaimed Water System Expansion are to increase the availability of reclaimed water within the **CITY** as well as offset the demand of traditional water sources by approximately 0.26 million gallons per day (**MGD**).

C. SCOPE OF WORK

The **CITY** shall construct a reclaimed water system, which generally consists of the following:

- 12,000 linear feet of mains, associated valves, and appurtenances along Mooring Line Drive west of Crayton Road to Gulf Shore Boulevard and along Gulf Shore Boulevard to Central Avenue

The **CITY** will be responsible for satisfactory completion of the scope of work and may retain consultants, contractors, and/or vendors to provide the professional and construction services required. The **CITY** will also be responsible for project management, budget management, quality control, and public outreach.

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure is presented below.

Task 1:

- Submit design plans, project specifications, bid amount documentation, and Notice to Proceed (NTP) to the **DISTRICT** project manager(s).

Tasks 2 – 4:

- Submit quarterly status reports (Exhibit “C”) to the **DISTRICT** Project Manager(s) which provide a narrative of construction activities completed to date, a discussion of project status, an explanation of conflicts or issues, if any, which may affect construction progress or project performance, and a description of other pertinent information attached to the quarterly status reports such as project oversight/management documentation, results from applicable inspections or field tests, addendums or revisions to design plans or project specifications, and relevant project correspondence.
- Complete 80% of reclaimed water system construction per design plans, project specifications, and applicable permits.
- Submit a Reimbursement Request to the **DISTRICT** Project Manager(s) which includes supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

Task 5:

- Complete 100% of reclaimed water system construction per design plans, project specifications, and applicable permits.
- Submit a Certification of Completion to the **DISTRICT** Project Manager(s).
- Submit a Reimbursement Request to the **DISTRICT** Project Manager(s) which includes supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

EXHIBIT "B"
DELIVERABLES AND PAYMENT SCHEDULE

City of Naples
Reclaimed Water System Expansion Phase 4

The schedule set forth below is from the last date of execution by the parties to October 31, 2016

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** Project Manager(s) that the work is technically complete and accurate.

The **CITY** shall submit a Reimbursement Request Package upon completion of each Task in accordance with the schedule set forth below and payment shall be made following receipt and acceptance of the Reimbursement Request Package by the **DISTRICT** Project Manager(s).

Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" and shall include, but not be limited to, a copy of the **CITY**'s invoice and other documentation supporting payment.

The **DISTRICT**'s payment is a reimbursement of actual expenditures and is therefore subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitations specified below. In the event that actual expenditures are less than expected for a particular Task, the **CITY** may apply the unexpended balance towards another Task consistent with the funding limitation percentage specified below. The **CITY** should provide prior written notice to the **DISTRICT** Project Manager(s) of its decision to apply the unexpended balance toward another Task. Actual expenditures less than the estimated project cost will result in a reduced final payment per the funding limitation percentage specified below. The **CITY** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

The total **DISTRICT** contribution for all work completed herein shall not exceed the amount of \$680,000 or 23% of actual expenditures for the project, whichever is less.

Task	Deliverable(s)	Due Date	CITY Share (77%)	DISTRICT Not-To-Exceed Share (23%)	Estimated Project Cost (100%)
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	October 30, 2015	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	February 2, 2016	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 2, 2016	N/A	N/A	N/A
4*	Exhibit "C" - Quarterly Status Report	August 31, 2016	\$1,847,200	\$544,000	\$2,391,200
	Complete 80% of reclaimed water system construction per design plans, project specifications, and applicable permits.				
	Reimbursement Request Package				
5	Complete 100% of reclaimed water system construction per design plans, project specifications, and applicable permits.	October 31, 2016	\$461,800	\$136,000	\$597,800
	Certification of Completion				
	Reimbursement Request Package				
	Exhibit "D" – Final Project Summary Report				
Total			\$2,309,000	\$680,000	\$2,989,000



11/17/2016

*Partial billing may be submitted by the CITY as long as adequate supporting documentation provides evidence for the amount of work completed.

EXHIBIT "C"
QUARTERLY STATUS REPORT

City of Naples
Reclaimed Water System Expansion Phase 4

Date of Report:

Name / Title of Person Completing Report:

1.) Narrative of construction activities completed to date:

2.) Discussion of overall Project status:

3.) Explanation of conflicts or issues, if any, which may affect construction progress or Project performance:

4.) Description of other pertinent information attached to this Report:



Exhibit "D"

**FY2016 Alternative Water Supply
Final Project Summary Report**

BCB-1 City of Naples Reclaimed Water System
Expansion Ph 4
Project Title

Robert Middleton, Utilities Director
Entity Project Manager

4600003310
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	0.26			

Cost for this Phase (Phase refers to the current FY work)		
	Proposed (this FY)	Actual (this FY)
Total Construction Cost – This Phase	\$2,989,000	\$
Funding Breakdown for this Phase		
District funding this phase	\$680,000	\$
Local funds	\$2,309,000	\$
Other funding source		
From:	\$	\$
TOTAL	2,989,000	

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between last date of execution by the parties and October 31, 2016.

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

Chief Financial Officer

Project Manager