



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600003328-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600003328

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF NAPLES

This **AMENDMENT NO. 01**, is entered into on OCT 11 2016, to that **AGREEMENT** dated December 19, 2015, 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 extend the period of performance, 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:

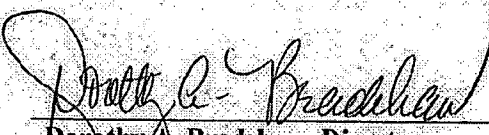
1. The term of the **AGREEMENT** is hereby extended by ninety (90) days and the expiration date, as amended, is January 28, 2017. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the Parties.
2. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
3. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 01**.
4. All other terms and conditions of the **AGREEMENT** remain unchanged.




SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT


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, Director
Administrative Services Division

 **SFWMD PROCUREMENT APPROVED**
By: 
DATE: 9/15/16

CITY OF NAPLES

By: 
Title: MAYOR

Approved as to form and legality

By: 
Robert D. Pritt, City Attorney

EXHIBIT "B1"
DELIVERABLES AND PAYMENT SCHEDULE

City of Naples
Aquifer Storage and Recovery (ASR) Well 4

The schedule set forth below is from the date of execution to December 2, 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.

Total payment by the **DISTRICT** for all work completed herein shall not exceed the amount of \$400,000 or 20% of actual expenditures for the project, whichever is less.

Task	Deliverable(s)	Due Date	CITY Share (80%)	DISTRICT Not-To- Exceed Share (20%)	Estimated Project Cost (100%)
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	January 13, 2016	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	March 4, 2016	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 2, 2016	N/A	N/A	N/A
4	Complete construction of an ASR well per design plans, project specifications, and applicable permits.	November 4, 2016	\$1,600,000	\$400,000	\$2,000,000
	Certification of Completion Reimbursement Request Package				
5	Final Well Construction and Testing Report certified by a P.G. and all hydrogeologic data Final Reimbursement Request Package Exhibit "D" – Final Project Summary Report	December 2, 2016	N/A	N/A	N/A
Total			\$1,600,000	\$400,000	\$2,000,000