



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

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Executive Director

May 4, 2018

Elizabeth Wong
City of North Port
Department of Public Works
1100 North Chamberlain Boulevard
North Port, Florida 34286

Subject: City of North Port BMP Alternative Analysis
Project No. (N682)
Agreement No. 16CF0000171

Dear Ms. Wong:

Enclosed is one fully executed original of the agreement between the Southwest Florida Water Management District (District) and the City of North Port, for the subject project.

Please accept this letter as your written Notice to Proceed.

If you have any questions, please contact me at the Brooksville office, extension 4147 or the Contract Manager, Jezabel Pagan Garcia at the Tampa office, extension 2128.

Sincerely,

Georgia S. Hudson
Procurement Specialist II
Procurement
Finance Bureau

Enclosures (1)

cc: Jezabel Pagan Garcia
S. Tarokh, PAB
Records (Contract File)

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF NORTH PORT
FOR
CITY OF NORTH PORT BMP ALTERNATIVES ANALYSIS (N682)

This SECOND AMENDMENT entered into and effective the 30th day of April, 2018 by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF NORTH PORT, a municipal corporation of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2015, as amended July 25, 2017, (Agreement No. 16CF0000171), hereinafter referred to as the "Existing Agreement," for developing an Alternatives Analysis study to generate feasible solutions to reduce flooding in the area near the Myakkahatchee Creek I-75 and the Jockey Club area, hereinafter referred to as the PROJECT," and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period and modify the Project Schedule.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Contract Period Paragraph is hereby amended to extend the expiration date of April 30, 2018 to April 30, 2019.
2. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

TASK DESCRIPTION	START	FINISH
Consultant Selection	6/3/2016	10/13/2016
Project Development	10/14/2016	11/29/2016
Selection of BMP Alternatives Based on Cost-Benefit Analysis	11/30/2016	8/25/2017
Draft Deliverable of BMP Alternatives Analysis	8/26/2017	6/29/2018
Final Deliverable of BMP Alternatives Analysis, Conceptual Drawings and Cost Estimates	6/30/2018	4/30/2019

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

3. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this SECOND Amendment on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: Jennette M. Seachrist 5-3-18
Jennette M. Seachrist, P.E. Date
Director, Resource Management Division

CITY OF NORTH PORT

By: Peter D. Lear 4-24-18
Peter D. Lear, CPA, CGMA Date
City Manager

ATTEST:

By: Patsy C. Adkins 4/24/18
Patsy Adkins, MMC Date
City Clerk

Approved as to form and correctness:

By: Amber L. Slayton 4/24/18
Amber L. Slayton Date
City Attorney

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