

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-170**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND THE WEILER ENGINEERING CORPORATION, FOR WASTEWATER ENGINEERING CONSULTING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES, IN THE AMOUNT OF \$2,742,606 FOR STORMWATER ENGINEERING CONSULTING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES**

**WHEREAS**, on July 25, 2005, the City entered into an Agreement (the "Agreement") with Weiler Engineering Corporation ("Weiler"), whereby Weiler would provide the City with engineering consulting, design and construction management services in connection with wastewater projects in the City; and

**WHEREAS**, the City wishes to address stormwater issues as well and desires to obtain State Revolving Fund loans for such purpose; and

**WHEREAS**, it is necessary to coordinate the wastewater engineering with the stormwater engineering, and thereby enable one construction project for both systems; and

**WHEREAS**, the City can benefit from significant savings in time and money by combining the engineering consulting, design and construction management services contracts for wastewater and stormwater; and

**WHEREAS**, the City and Weiler have agreed to amend the Agreement to add the engineering consulting, design and construction management services for the stormwater projects and the additional contract amount of \$2,742,606, all as reflected in Change Order No. 1.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

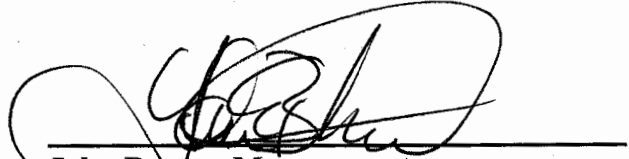
**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Council approves Change Order No. 1 to the Agreement between the City and Weiler, a copy of which is attached hereto as Exhibit "A".

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 13<sup>th</sup> day of December, 2005.

**THE CITY OF MARATHON, FLORIDA**

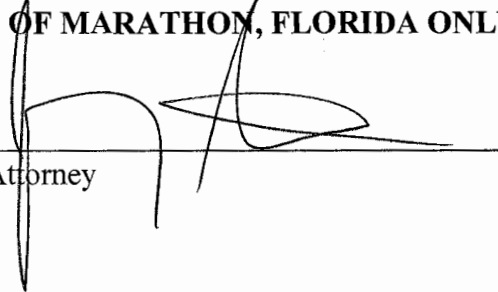
  
\_\_\_\_\_  
**John Bartus, Mayor**

AYES: Bull, Mearns, Miller, Pinkus, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Cindy L. Ecklund  
City Clerk  
  
(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

**CHANGE ORDER**

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**TO: City of Marathon**

**PROJECT: Wastewater Engineering Consulting, Design & Construction  
Management Services**

**ENGINEER: Weiler Engineering**

**DATE: \_\_\_\_\_ December 13, 2005**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to Weiler for all costs, expenses, overhead, and profit, and any damages of every kind that Weiler may incur in connection with the above referenced changes in the Design Work or any other effect on any of the Construction Management Work under this Agreement. Weiler acknowledges and agrees that (a) the Guaranteed Maximum Price of \$7,232,751 under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Design Work will be [unchanged] [changed] by this Change Order. Weiler expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

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CITY OF MARATHON  
a Florida municipal corporation

By: Michael H. Puto

Name: MICHAEL H. PUTO

Title: CITY MANAGER

WEILER ENGINEERING CORP.

By: R. Jeff Weiler

Name: R. Jeff Weiler

Title: President

**ADDENDUM TO MARATHON SEWER EXPANSION**  
**– SCOPE OF SERVICES – BASIC SERVICES - EXHIBIT A**  
**– TO PROVIDE ANALYSIS AND DESIGN SERVICES FOR STORMWATER**  
**IMPROVEMENTS THROUGHOUT THE CITY IN CONJUNCTION WITH THE SANITARY**  
**SEWER EXPANSION DESIGN AND CONSTRUCTION.**

Weiler Engineering "Engineer" is currently contracted by the City to evaluate and prepare the necessary designs, specifications, reports and applications to construct wastewater facilities throughout the City and to provide services during construction of the facilities. The City Staff and the Engineer agree that it is prudent and economically advantageous to complete the design and permitting and the construction of the necessary stormwater management improvements concurrently. It is our general understanding that the City wishes to combine the existing Contract for Professional Services referenced above for Engineer to assist the City to prepare a comprehensive study and analysis, design and permits and provide services during construction to incorporate improvements to the stormwater management system (s) throughout the City within and adjacent to the areas outlined as Service Areas 1 – 8 in the original agreement.

The project drainage improvements consist of modifying the existing drainage facilities and adding facilities to improve the drainage characteristics within each service area consisting of single or multiple drainage basins. The specific locations for adding new ditches, regrading ditches, replacing side drains, adding stormwater discharge wells and trench drains, replacing cross drains, etc. will be determined during the study process. The project drainage improvements will be designed and permitted within the existing rights-of-way. Engineer will provide services during construction concurrent with the construction of the wastewater facilities to assure compliance with the design and regulatory requirements.

Services will generally include those outlined in the current agreement:

- A1.01 Study and Report Phase - Planning*
- A1.02 Preliminary Design Phase*
- A1.03 Final Design Phase*
- A1.04 Bidding or Negotiating Phase*
- A1.05 Construction Phase*
- A1.06 Post-Construction Phase*

as applicable and supplemented as follows:

The survey currently under way for the Wastewater project will be supplemented as necessary to evaluate the drainage characteristics including overland runoff from upland properties of each service area.

Geotechnical evaluation will be supplemented as necessary to determine the drainage characteristics of each service area.

The ENGINEER will prepare an area-wide drainage study that encompasses the project area and all runoff from upland properties tributary to the project. The study will include the following:

- (a) A hydraulic model that will address water quantity and quality provisions and estimated peak flows, maximum stage, and time stages for all reaches within the project area and specific basins for the 25 year, 50 year, and 100 year storm events. The study will

address a comparison of pre-existing, post-development and future development flows and examine options to improve existing drainage.

- (b) An examination of the existing stormwater management facilities for each basin.
- (c) The drainage study will identify problem areas and drainage solutions for each of the service areas.
- (d) Assist City Staff to prepare a Facilities Plan adequate for submittal to State and Federal agencies for consideration for Grants and Loans and assist City Staff with monitoring and reporting requirements.

The ENGINEER will coordinate permitting requirements with SFWMD, the City, the FDOT and the COUNTY. The ENGINEER will hold coordination meetings with the City, County, FDOT and SFWMD for this task.

The ENGINEER will incorporate the drainage design with the design of the wastewater collection and transmission system into the construction drawings indicating the improvements necessary to better convey, treat and attenuate runoff from the Service areas. Construction documents will include:

- (a) Key sheets
- (b) General Notes
- (c) Existing conditions sheets
- (d) Drainage basin sheets
- (e) Plan / Profile sheets for drainage improvements along each street within the project area
- (f) Detail sheets
- (g) A construction cost estimate for the proposed work.
- (h) Quantities, bidding documents and specifications.

The ENGINEER will prepare all requisite stormwater permit applications for one conceptual permit, in accordance with applicable requirements set forth by the South Florida Water Management District and requirements for the management and storage of surface water and/or individual permits, if necessary, for each service area. Upon securing City approval, the ENGINEER will make direct submissions to said agency and will perform subsequent required evaluations, coordination, and follow-up services. The City will review the permit applications, as necessary, and the ENGINEER will administer the agency review process. Services required of the ENGINEER for the SFWMD permit application will include preparation of exhibits, drawings, sketches, and other design information and data, in order to satisfy minimum requirements of said agency. All necessary operational, construction and environmental permit applications (SFWMD) will be prepared, processed, and ready for submittal in full by the ENGINEER, and will be submitted to respective state, local, and City governing authorities for review. All necessary permit drawings, and supporting technical and non-technical data will be prepared by the ENGINEER and will accompany each permit application.

During construction, Engineer shall provide services to assist the City to assure that the improvements are constructed in accordance with the Construction Plans and regulatory requirements. These services will be performed concurrently during construction of the wastewater facilities.