

**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-31**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT NO. 1 TO FWC CONTRACT NO. 07091 WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION; CHANGING THE SCOPE OF WORK FOR THE 33RD STREET BOAT RAMP HURRICANE RECOVERY RESTROOM REPAIR, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Fish and Wildlife Conservation Commission (the “FWC”) administers the Florida Boating Improvement Program (FBIP) to enhance boating access and other boating-related activities; and

WHEREAS, the City of Marathon (the “City”) submitted a grant application to the FWC for funds to apply towards the repair of the 33rd Street Boat Ramp; and

WHEREAS, the FWC awarded the City a grant of \$200,000 to apply towards the repair of the 33rd Street Boat Ramp.

WHEREAS, the City requested and the FWC have agreed to modify the contract scope of work for the repair of the restroom.

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

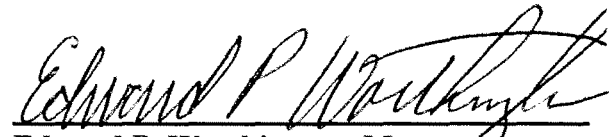
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves Amendment No. 1 to FWC Contract Number 07091 between the City and the Florida Fish and Wildlife Conservation Commission that is attached as Exhibit “A” hereto. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Amendment and the City Manager is authorized to execute said the Contract on behalf of the City.

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 26th day of February 2008.

THE CITY OF MARATHON, FLORIDA


Edward P. Worthington, Mayor

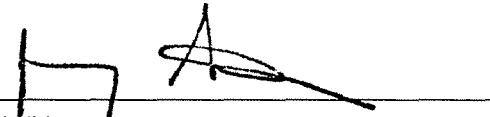
AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier
City Clerk

(City Seal)

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


City Attorney

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), and the CITY OF MARATHON ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated November 21, 2007, and hereinafter referred to as the "ORIGINAL AGREEMENT."

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:


Attachment A, Scope of Work, of the ORIGINAL AGREEMENT is hereby replaced in its entirety with Attachment A-1, Revised Scope of Work.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF MARATHON

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**



Mayor, or designee




For Executive Director, or designee

2-27-08

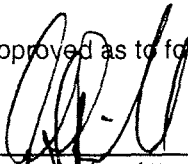
Date

7 Nov. 2008

Date

Approved as to form and legality:


Grantee Attorney

Approved as to form and legality:


Commission Attorney

REVISED SCOPE OF WORK**33rd Street Boat Ramp Hurricane Recovery****INTRODUCTION**

The purpose of the project is to increase and enhance boating access in the City of Marathon by replacing the existing boat ramp on 33rd Street with a new, wider ramp, repairing the existing concrete dock and installing a new wooden dock, repairing the seawall, repairing the parking lot, and refurbishing the existing restroom. After incorporating in 1999, the City of Marathon acquired the 33rd Street Boat Ramp from Monroe County. When acquired, the 33rd Street Boat Ramp was in poor shape. Subsequently, Hurricane Wilma did additional damage to the boat ramp and surrounding area. The facilities damaged by the hurricane included the boat ramp, the boarding docks, the seawall, the parking lot, and the bathroom. The boat ramp contains potholes and lacks proper traction to load and unload boats safely. A wooden boarding dock was destroyed by Hurricane Wilma, and a cement boarding dock was severely damaged. There is currently no area to tie off a boat. The seawall has been completely washed away in two places and contains holes in several other locations creating safety hazards. Cracks, crevices, and potholes have developed in the parking lot because of Hurricane Wilma. Also, the lack of an adequate number of parking spaces creates congestion and corresponding safety hazards.

Repairing the damage at the 33rd Street Boat Ramp caused by Hurricane Wilma will restore full capability to Marathon's largest public boat ramp, energize Marathon public boating, and remove safety hazards. The new two lane boat ramp will have the proper traction and be in good order to support safe boat loading and removal. The replaced wooden boarding dock and repaired cement dock will not contain tripping hazards and will alleviate congestion at the boat ramp entrance by providing a place to tie off boats when parking or retrieving trailers. The new seawall will protect the boat ramp area against the erosion affects of future storms and not contain tripping hazards. The additional parking spaces in the new parking lot will help alleviate parking lot congestion.

This project shall consist of two phases: Phase I – Project Construction, and Phase II – Project Management. During Phase I, the City of Marathon (GRANTEE) shall complete the tasks in this scope of work. During Phase II, the GRANTEE and the Florida Fish and Wildlife Conservation Commission (COMMISSION) shall cooperate in the ongoing and continuous management of the Project for the term of the Agreement.

TASKS

During Phase I of the project, the GRANTEE shall be responsible for completion of the following tasks:

Task 1 – Boat Ramp

Remove existing boat ramp located on Gulf side of 33rd Street in Marathon and replace with a new two-lane, concrete boat ramp

Task 2 – Boarding Docks

- A. Repair existing concrete boarding dock at 33rd Street boat ramp in Marathon
- B. Construct and install new wooden boarding dock at 33rd Street boat ramp in Marathon

Task 3 – Seawall

Repair holes in existing seawall and replace or rebuild any sections of the seawall that have been washed away

Task 4 – Restroom

Repair and renovate existing restroom to include the following:

- A. Replace and paint all soffit and fascia boards. Replace rotted wood as needed.
- B. Remove and replace all fixtures with ADA compliant units meeting current code requirements. Repair or replace all plumbing piping and appurtenances as needed.
- C. Replace doors and door frames with new code compliant units. Supply with weatherproof, heavy-duty stainless steel locking hardware with deadbolts.
- D. Secure the existing hand rail around the concrete ramp.
- E. Paint all interior and exterior walls and ceilings.
- F. Repair or replace, and paint, all stall dividers and bulkheads.
- G. Paint concrete floor with non-skid paint.
- H. Replace all building screening with stainless steel screening.
- I. Remove abandoned electrical service piping and patch roof.

Task 5 - Parking

Re-grade, pave, and stripe parking lot to provide a minimum of 14 boat trailer parking spaces and 5 vehicle parking spaces

Task 6 – Acknowledgement Sign

The GRANTEE, at its expense, shall purchase, erect and maintain a permanent sign, not less than four (4) feet by six (6) feet in size, displaying the COMMISSION's official logo identifying the COMMISSION as a funding source for the Project.

REPORTS

A. Monthly Activity Reports

The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of Phase I of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the form provided by the COMMISSION and due to the COMMISSION's Program Administrator by the 15th of each month until the *Certification of Completion* is submitted.

B. Photographs

During Phase I, the GRANTEE shall provide progress and final photographs of any construction project documenting satisfactory progress and completion prior to requesting payment from the COMMISSION. Final photographs shall be submitted with the *Certification of Completion* form.

C. Certification of Completion

Upon completion of Phase I, the engineer, architect or other appropriate professional for the GRANTEE shall sign a *Certification of Completion* form, provided by the COMMISSION, that certifies Phase I of the Project was completed in accordance with the prepared plans and specifications.

INVOICES AND PAYMENTS

For satisfactory completion of the above services, the COMMISSION agrees to pay the GRANTEE on a cost reimbursement basis an amount not to exceed \$200,000. The GRANTEE shall submit a request for reimbursement, accompanied by the required reports, no later than 30 days following completion of Phase I. The request for reimbursement shall include the following: an invoice in a form similar to Attachment D, Sample Invoice Form; a signed Certification of Completion form, Attachment C; final photographs; required documents as described in Attachment E, Comptroller Contract Payment Requirements.