

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2010-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) GRANT AGREEMENT #4600001918-A01 FOR STORMWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEM FUNDING IN THE AMOUNT OF \$300,000, AMENDING THE SCOPE OF WORK TO INCLUDE SERVICE AREA 5 WITH NO DOLLAR AMOUNT CHANGE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Florida Water Management District (“SFWMD”) desires to provide financial assistance to the City of Marathon (“City”) for stormwater collection, treatment, and disposal systems in Service Areas 3 and 5; and

**WHEREAS**, the City and the SFWMD entered into Grant Agreement #4600001918 to provide funding for the Service Area 3 stormwater collection, treatment and disposal system (“Grant Agreement”); and

**WHEREAS**, the City and the SFWMD desire to amend the Grant Agreement to revise the scope of work and the payment and deliverables schedule to include stormwater improvements in Service Area 5 (“First Amendment”).

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

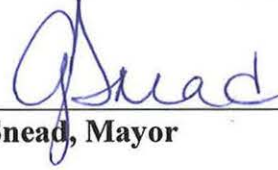
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The First Amendment to Grant Agreement regarding stormwater improvements in Service Area 5, attached hereto as “Exhibit A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the First Amendment on behalf of the City and expend budgeted funds.

**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 JULY, 2010.**

**THE CITY OF MARATHON, FLORIDA**



**Ginger Snead, Mayor**

AYES:           Cinque, Keating, Ramsay, Worthington, Snead  
NOES:           None  
ABSENT:       None  
ABSTAIN:      None

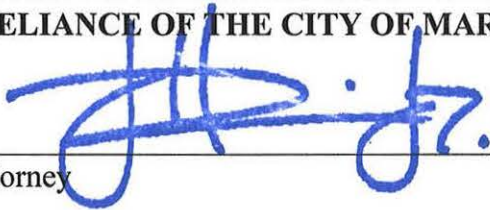
**ATTEST:**



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



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

4600001918-A01

**AMENDMENT NO. 01**

**TO AGREEMENT NO. 4600001918**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF MARATHON**

THIS **AMENDMENT NO. 01**, entered into on JUL 28 2010, to that **AGREEMENT** dated December 09, 2009 between "the Parties" the South Florida Water Management District (**DISTRICT**) and the City of Marathon (**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 revise the Statement of Work and the Payment and Deliverables Schedule;

**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 Statement of Work, Exhibit "A" is hereby deleted in its entirety and replaced by Exhibit "A1", attached hereto and made a part of the **AGREEMENT**.
2. The Payment and Deliverable Schedule, Exhibit "B" is also hereby deleted in its entirety and replaced by Exhibit "B1", attached hereto and made a part of the **AGREEMENT**.
3. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.

4. This **AMENDMENT NO. 01** and shall be effective upon the date of execution by the Parties.
5. All other terms and conditions of the **AGREEMENT**, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

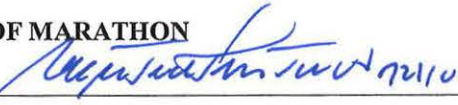
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By:   
Jessica J. Flathmann, Director of Procurement *Jm*

**SFWMD** PROCUREMENT APPROVED

By:   
Date: 6/29/2010

**CITY OF MARATHON**

By:   
Title: City Manager

## EXHIBIT "A1"

### STATEMENT OF WORK

#### City of Marathon Stormwater Project – FY 2010

##### 1.0 INTRODUCTION AND BACKGROUND

The Florida Keys are comprised of a chain of more than 800 individual islands located at the southern tip of Florida, extending from Soldier Key at the northeastern point, to the Dry Tortugas at the southwestern point. The more developed islands are connected by U.S. Highway 1, a 110-mile stretch of roadway from Key Largo to Key West. A significant portion of the waters adjacent to the islands has been designated as Outstanding Florida Waters, and includes the 2,800-square nautical mile Florida Keys National Marine Sanctuary (FKNMS) the second largest in the United States. The ecosystem and coral reefs within the Keys are complex and dynamic systems and one of earth's most precious resources. Nevertheless, wastewater and stormwater practices in the islands have placed the marine ecosystem under stress. Ongoing research has determined that continued discharge of nutrients into the nearshore waters (attributable to improperly treated wastewater and to stormwater runoff) is a major direct cause of the degradation of the Keys' nearshore and coastal waters. The unique geological and hydrological characteristics of the Keys, as well as the protected status of the waters surrounding the islands, mandate the need to construct facilities to treat and dispose of wastewater and stormwater to help restore the health and economic vitality of the Keys' marine community.

The City of Marathon incorporated in 1999 and assumed responsibility for serving its citizens and protecting the environment. To comply with the requirements of Chapter 99-395, Laws of Florida, which requires that wastewater treatment systems in Monroe County be upgraded to advanced treatment levels by July 1, 2010, the City began to design and build a wastewater system to serve the entire City. It was realized early on that addressing the stormwater needs of the City in conjunction with the wastewater project would result in significant savings in construction costs. Consequently, the City adopted a stormwater facilities plan that provides for stormwater collection, treatment disposal in the public rights of way.

##### 2.0 OBJECTIVES

The Marathon Stormwater Project originated from recognition of the need reduce flooding in the public right of way and to reduce runoff of untreated stormwater into the coastal waters within the City of Marathon in order to restore the health and economic vitality of its nearshore waters. The goal of this project is the collection and treatment of stormwater to reduce nuisance flooding in the streets and reduce or eliminate discharges through surface runoff and through existing stormwater outfalls. The purpose of work is to implement the most cost-effective, environmentally sound, and most efficiently maintained and operated program for the management of existing and future stormwater pollutants that act, or will act, to deteriorate the Keys' water quality in the Marathon area.

### **3.0 SCOPE OF WORK**

The Fiscal Year 2010 Stormwater scope of work in Marathon includes work being performed in Service Area 3 and 5. This work includes installation of stormwater collection, treatment and disposal systems in drainage basins in these Service Areas. Service Area 3 incorporates the area from 11<sup>th</sup> Street to 37<sup>th</sup> Street in the City of Marathon, excluding Boot Key and Service Area 5 consists of the expansion of the existing Little Venice advanced wastewater treatment plant and construction of a vacuum collection system from 60th Street through Vaca Cut.

#### **Service Area 3**

The scope of work in Service Area 3 includes the installation of 13 stormwater inlet structures associated with drainage swales that will carry stormwater from adjacent roadways and properties to the inlet structures. The inlet structure will be equipped with baffles and traps to remove floatable and settleable pollutants from the collected stormwater. The inlet grates are set at elevations above the bottom of the swales to maximize the dry retention area for additional treatment.

The scope of work in Area 3 also includes the construction of stormwater disposal systems. Depending on the results of hydraulic modeling, the treated stormwater will be discharged to either exfiltration trenches or to shallow injection wells. There is 183 linear feet of Type B trench with 18" HDPE piping used to carry stormwater from the inlet structures to the disposal systems

There will be approximately 622 linear feet of Type A exfiltration trenches consisting of 18" perforated HDPE pipe and associated fittings installed in trenches that are filled with granular media contained within filter fabric. The trenches are 7 feet deep and 5 feet wide, providing a large surface area for exfiltration of the treated stormwater.

In some areas, hydraulic models showed that very long exfiltration trenches would be needed. In these cases, it was found that construction of shallow injection wells provided a more cost-effective means of disposal. The wells are 12 inches in diameter and are drilled to a minimum depth of 90 feet with PVC casings to 60 feet below surface. Each well is fitted with a concrete well control structure that includes baffles and a control weir to maximize treatment. The scope of work in Service Area 3 includes the installation of 6 injection wells and 1 well control structure.

#### **Service Area 5**

The scope of work in Service Area 5 includes the installation of 21 stormwater inlet structures associated with drainage swales. There is 1,222 linear feet of Type A trench with 18" perforated HDPE piping, and 947 Linear feet of Type B trench with 18" perforated HDPE piping all used for exfiltration trenches.

### **4.0 WORK BREAKDOWN STRUCTURE**

#### **Project Management**

The City and its Engineer are responsible for project management, budget management and quality control. The City and its Engineer are responsible for reviewing and approving deliverables from the consultant to ensure that the projects objectives are met.

**EXHIBIT "B1"**  
**PAYMENT AND DELIVERABLE SCHEDULE**

Total payment by the District to the City shall not exceed the amount of **\$300,000.00**. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the City within the not-to-exceed amounts specified below. The City is responsible for reviewing and approving deliverables to ensure that contractual requirements are met.

<b>Contractor</b>	<b>Task</b>	<b>Deliverable(s)</b>	<b>Est. Due Date</b>	<b>District Not-To-Exceed Est. Payment</b>	<b>Total Project Cost Estimate*</b>
Conquest Engineering Group	Install inlet structures, exfiltration trenches, injection wells, and well control structures in Service Area 3	Construction progress reports, Certified construction pay applications, Well completion reports	6/30/10	\$153,477.40	\$306,954.80
Lanzo Construction Corporation	Install inlet Structures, and trench drains for Service Area 5	Construction progress reports, Certified construction pay applications, Well completion reports	4/30/10	\$146,522.60	\$313,430.00
<b>TOTAL</b>				<b>\$300,000.00</b>	<b>\$620,384.80</b>

- District funds in an amount not to exceed \$300,000 will be applied toward the first \$600,000 of the estimated total of \$620,384.80 in construction costs for the stormwater portion of the Service Area 3 and 5 projects.