



COUNCIL AGENDA STATEMENT

Meeting Date: June 8, 2021
To: Honorable Mayor and Council Members
From: George Garrett, City Manager

Agenda Item: **Resolution 2021-43** Approving A Contract With The Firm Of Tetra Tech, Inc. (Contractor) To Manage The City’s Agreements With The Florida Department Of Economic Opportunity (DEO) With Which The City Has Two CDBG-DR Grants (I0094 & I019); Said Grants To Be The Subject Of The Contractor’s Management Responsibility; Providing For Management Responsibilities Under This Contract; Providing For An Approximate Termination Date; And Providing For An Effective Date Of This Resolution

BACKGROUND & JUSTIFICATION:

The City of Marathon accepted and approved Agreement I0094 between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Voluntary Home Buyout program (CDBG-DR VHB) as reflected in Resolution 2020-026. Similarly, the City of Marathon accepted and approved another Agreement between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Infrastructure Repair program (CDBG-DR IR) as reflected in Resolution 2020-081.

The attached contract is the result of a Request For Proposals, a review, and ranking of said proposals resulting in a unanimous recommendation to approve a contract with the firm of Tetra Tech Inc. The complexity of managing a CDBG-DR grant warrants the hiring of such a firm with broad experience in the CDBG-DR programs, particularly when such responsibilities under the grant extend from accepting applications for home buy-out to acquiring property.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	XXX	___
2. Other	___	___
3. Not applicable	___	___

FISCAL NOTE:

Grant administration fees for the home buyout program are reimbursable from the CDGB -DR VHB grant. The grant administration fees for the CDBG-DR IR grant for wastewater infrastructure improvements will be funded from the Wastewater Utility Budget.

RECOMMENDATION:

Approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-43**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH THE FIRM OF TETRA TECH, INC. (CONTRACTOR) TO MANAGE THE CITY'S AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) WITH WHICH THE CITY HAS TWO CDBG-DR GRANTS (I0094 & I019); SAID GRANTS TO BE THE SUBJECT OF THE CONTRACTOR'S MANAGEMENT RESPONSIBILITY; PROVIDING FOR MANAGEMENT RESPONSIBILITIES UNDER THIS CONTRACT; PROVIDING FOR AN APPROXIMATE TERMINATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the City of Marathon accepted and approved Agreement I0094 between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Voluntary Home Buyout program (CDBG-DR VHB) as reflected in Resolution 2020-026; and

WHEREAS, the City of Marathon accepted and approved another Agreement between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Infrastructure Repair program (CDBG-DR IR) as reflected in Resolution 2020-081; and

WHEREAS, the attached contract is the result of a Request For Proposals, a review, and ranking of said proposals resulting in a unanimous recommendation to approve a contract with the firm of Tetra Tech Inc.; and

WHEREAS, the complexity of managing a CDBG-DR grant warrants the hiring of such a firm with broad experience in the CDBG-DR programs, particularly when such responsibilities under the grant extend from accepting applications for home buy-out to acquiring property; and

WHEREAS, the attached contract to manage the City's CDBG-DR grant contracts with DEO is in the best interest of the City and can be reimbursed through the grant itself,

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 hereby approves the Contract between the City and the firm of Tetra Tech, Inc. for the purposes of managing and carrying out the CDBG-DR VHB & IR Program attached as Exhibit "A."

Section 3. The City Clerk shall forward a certified copy of this Resolution to Tetra Tech, Inc. and to the Department of Economic Opportunity.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF JUNE, 2021.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

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:

Steve Williams, City Attorney

**SECTION 00500
GRANTS MANAGEMENT CONTRACT**

**Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019**

This Contract (the “Contract”) is dated as of the 11th day of May 2021 by and between the City of Marathon (hereinafter called the “CITY”) and Tetra Tech, Inc. (hereinafter called “CONTRACTOR”) located at: 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following:

- Grant Administration
 - The CONTRACTOR will provide professional services for grant administration. The CONTRACTOR is familiar with the Florida Keys, has a solid reputation in grant administration, and a detailed knowledge of both the CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the CONTRACTOR is qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits
- Inspection Services –CDBG-DR/ Florida Building Code
 - The CONTRACTOR will provide professional services for property inspections to confirm storm damage and/or to complete a duplication of benefits inspection of the buyout property, as needed. The CONTRACTOR is intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The CONTRACTOR has certifications in construction estimating.
- Survey Work
 - The CONTRACTOR will provide professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City’s legal staff and consultants.
- Real Estate Property Appraiser Work
 - The CONTRACTOR will provide professional residential appraisal services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine

the precise value of Applicant properties and to provide such information to the City's legal staff and consultants.

- Environmental Review
 - The CONTRACTOR will provide professional environmental HUD services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase 1 assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
- Legal
 - The CONTRACTOR will provide professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
- Demolition
 - The CONTRACTOR will provide professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

1.1 CITY'S REPRESENTATIVE it is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Brian Shea, Director of Planning, 9805 Overseas Highway, Marathon Florida 33050.

ARTICLE 2. TERM

2.1 Contract Term. The Work shall be substantially completed within eighteen (18) months after the date specified in the associated City Resolution approving this Contract (May 11, 2021), and fully completed and ready for final payment in accordance with the Contract Documents by December 31, 2022("Final Completion"). The contract term may be adjusted upon mutual agreement by the parties.

2.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

ARTICLE 3. CONTRACT PRICE

3.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

3.1.1 For all Hourly Work, an amount equal to the sum of the established hourly rate times the number of hours completed for each separately identified item indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities (hours) are not guaranteed, and determination of actual quantities and classification are to be made by the CITY'S REPRESENTATIVE as provided in the Contract Documents.

3.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

4.1 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

4.1.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

4.1.2 No progress payment shall be made until **CONTRACTOR** delivers to **CITY** complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the CITY.

4.2 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

4.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

4.3 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for

Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

4.4 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original final releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

ARTICLE 5. INSURANCE/INDEMNIFICATION.

5.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

5.2 Indemnification. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

5.3 To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

5.4 This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

As the CITY to enters into this Contract, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the representative sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work, including the City's Grant Agreement with DEO I0094 and DEO I019.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

6.5 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.7 The CONTRACTOR warrants the following:

6.7.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

6.7.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

6.7.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

6.7.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

7.1.1 Change Orders.

7.1.2 Exhibits to this Contract.

7.1.3 Supplementary Conditions.

7.1.4 General Conditions.

7.1.5 Any federal, state, county or city permits for the Project

7.1.6 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed. Such documents shall include specifically, ATTACHMENTS A through W of the:

City of Marathon Bid Package for

FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-CONTRACTUAL NEEDS
UNDER CDBG-DR VHB DEO GRANT AGREEMENT I0094 AND CDBG-DR IR DEO GRANT
AGREEMENT IO19

7.1.7 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

7.1.8 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

7.1.9 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

7.1.10 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

7.1.11 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 8. MISCELLANEOUS.

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

8.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

8.5 **Remedies.** If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

8.6 **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

8.6.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

8.6.2 The “CONTRACTOR” as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

8.6.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

8.6.4 Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

8.6.5 The CONTRACTOR consents to the City’s enforcement of the CONTRACTOR’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney’s fees incurred by the City.

8.6.6 The CONTRACTOR’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

8.6.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

8.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

8.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

8.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Tetra Tech, Inc.

Betty Kamara, Contracts Manager

2301 Lucien Way, Suite 120

Maitland, FL 32751

407-803-2551 | TDR.Contracts@tetrattech.com

FOR CITY: George Garrett, City Manager
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO:

Steve Williams, City Attorney
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305-289-4103
Fax: 305-289-4123

8.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

8.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

8.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the ____ day of _____, 20 ____, and by _____ (Contractor), signing by and through its _____, duly authorized to execute same.

CONTRACTOR

WITNESS

By: _____
By: TETRA TECH, INC.

Authorized Representative, Tetra Tech, Inc.

By _____
(Signature and Title)
(Corporate Seal)

(Type Name/Title signed above)

____ day of _____, 20 ____.

CITY

ATTEST

CITY OF MARATHON, FLORIDA

City Clerk

Mayor

____ day of _____, 20 ____.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: _____
City Attorney

(In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____ and that _____, who signed the Bid with the City of Marathon, Monroe County, Florida for _____, is _____ of said Corporation with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

EXHIBIT "A"
BID

See Attached. Estimate costs shown in the following page do not reflect costs associated with the administration of DEO I019 and do not reflect actual expenditures in the administration of either grant and therefore are just that, estimates, and not a commitment on the part of the CITY for the amount estimated.

Fee Schedule

The proposed estimated budget of **\$576,030.00** for consulting services is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the City and Tetra Tech. Exhibit 7-1 outlines the anticipated labor categories, hourly rates, and estimated hours for each labor category for the consulting services.

Exhibit 7-1: Estimated Cost Breakdown by Labor Category for Consulting Services [1] [2]

Labor Category	Estimated Hours	Hourly Rate	Estimated Total
Project Manager	1584	\$150.00	\$237,600.00
SME	88	\$250.00	\$22,000.00
Case Manager	880	\$120.00	\$105,600.00
Senior Grants Technician	462	\$150.00	\$69,300.00
Land Survey Inspector	72	\$230.00	\$16,560.00
Demolition Specialist	88	\$175.00	\$15,400.00
Property Appraiser	121	\$140.00	\$16,940.00
Title Agent	132	\$240.00	\$31,680.00
Field Inspector	132	\$140.00	\$18,480.00
Principal Environmental Scientist	88	\$220.00	\$19,360.00
Associate Environmental Scientist	96	\$150.00	\$14,400.00
Senior Environmental Scientist	11	\$170.00	\$1,870.00
Environmental Inspector	48	\$115.00	\$5,520.00
ER Inspector	11	\$120.00	\$1,320.00
Estimated Total for Consulting Services			\$576,030.00

[1] The above estimated level of effort and associated costs are based on available information and assumptions at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. If, during the performance of this work, it is determined additional funding is required in order to complete the project, Tetra Tech and the City will mutually agree on a new/revised estimated cost.

[2] Tetra Tech may in its discretion, use fewer hours of one labor category and more hours of another labor category or categories, so long as Tetra Tech does not exceed the estimated project budget.

For demolition services, the rates listed in Exhibit 7-2 shall apply.

Exhibit 7-2: Rate Schedule for Demolition Services [3][4][5]

Category	Hourly Rate
Large Excavator	\$175
Small Excavator	\$125
Backhoe	\$150
Skid Steer	\$120
Dump Truck	\$100
Large Loader	\$175
Large Air Compressor w/air jack hammer	\$100
Labor Price (non-operator)	\$45

[3] The hourly rates are burdened to include overhead, profit, labor (operator) and standard expenses. Cost for mobilization and demobilization are not absorbed in the hourly rates and shall be billed to the City separately.

[4] Upon request by the City and after an inspection is completed per property, a proposed cost estimate with a detailed scope shall be provided to the City for demolition services.

[5] Additional categories and rates may be added upon mutual agreement of the Parties.

Assumptions

This scope of services and cost are based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The City personnel will be readily available to provide support, grant timely access to data, provide input to the project requirements, and participate in meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five (5) business days of the request from Tetra Tech. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project tasks may be delayed.
- **Work Location/Meeting Space.** Tetra Tech will perform work both on-site at City offices and remotely during the performance period in. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the City and Tetra Tech.
- **Other Assistance Needed.** The budget presented is limited to the scope of work included in the Tetra Tech's proposal. Should the City request additional assistance on activities related to grant management support, it should be requested through a contract amendment process. To the extent that the City requests additional consulting support beyond this scope and budget, Tetra Tech will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the City for approval.
- **Project Schedule.** Tetra Tech will work with the City on a project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Level of Effort.** No more than 20 properties will be purchased under this project, no more than 30 properties require eligibility/intake services. The total project funds for the City's CDBG-DR Voluntary Home Buyout Program is \$5M
- **Grant Administration.** Grant administration costs do not include URA services
- **Land Survey.** Properties under this project are under 6,000 sq ft +/- in an improved platted subdivision with a known established survey control network in place. The properties are not irregular in shape and are typically rectangular with 4 property corners to establish. Waterfront properties included in this category are typically on an improved canal and include a seawall rather than a natural shoreline to be located. These properties are either vacant of improvements or have straightforward improvements on the property.
- **Closing and Legal Fees.** Buyout properties under this project will have pre-storm and current fair market value at less than \$1M.
- **Building Inspection.** Cost for building inspection services shall include the effort to inspect property for storm damage and/or complete a DOB inspection, if required by the program.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the resulting Contract by reference or incorporated as an exhibit in its entirety.

