

**CITY COUNCIL AGENDA STATEMENT**



**Meeting Date:** April 12, 2022  
**To:** Honorable Mayor and Council Members  
**From:** Brian Shea, Planning Director  
**Through:** George Garrett, City Manager

**Agenda Item:** **Resolution 2022-38**, Approving Change Order No. 1 To Contract Between The City And Tetra Tech, Inc. In The Current Amount Of \$59,400.00 For The Voluntary Home Buyout Program, Licensed Tenant Relocation (URA) Consultant Services; Increasing The Contract In An Amount Not To Exceed \$635,430; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

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**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.

The City of Marathon has an open contract with the firm Tetra Tech, Inc. (Resolution 2021-43) to administer this grant due to the complexity a CDBG-DR program. Under the CDBG-DR VHB grant, tenants within properties being purchased through the buyout must be relocated. The proposed change order is based upon the number of tenants in the existing application pool for the buyout.

**CONSISTENCY CHECKLIST:**

	<b>Yes</b>	<b>No</b>
1. Comprehensive Plan	_____	_X_
2. Other – 2010 Sewer Mandate	_____	_X_

**FISCAL NOTE:**

Grant administration fees for the home buyout program are reimbursable from the CDGB -DR VHB grant. This project is being cashflowed through the City’s Affordable Housing Fund while reimbursements are sought.

**RECOMMENDATION:**

Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2022-38**

**A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO CONTRACT BETWEEN THE CITY AND TETRA TECH, INC. IN THE CURRENT AMOUNT OF \$59,400.00 FOR THE VOLUNTARY HOME BUYOUT PROGRAM, LICENSED TENANT RELOCATION (URA) CONSULTANT SERVICES; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$635,430; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 has a standing Contract with the Tetra Tech Inc. (Resolution 2021-43); and

**WHEREAS**, the Contractor is current and is providing good service in consideration of the terms of the Contract; and

**WHEREAS**, City staff indicates that it is in the best interest of the City to amend the Contract for to include URA services as part of the scope,

**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 approves the of the Contract change order with Tetra Tech Inc.

**Section 5. 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 12TH DAY OF APRIL, 2022.**

**THE CITY OF MARATHON, FLORIDA**

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**John Bartus, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Steve Williams, City Attorney

## Project Budget – Contract Addendum

To the extent that the City of Marathon requests Tetra Tech’s assistance for URA services, the following positions and hourly rates apply. Moreover, additional labor categories have been added for Boundary/Land Surveyor. There is no change in the originally proposed total costs for Boundary/Land Surveyor services, only the addition of labor categories in which land surveyors can bill.

Below are the budgeted hours and cost by labor category for Tetra Tech’s work on the project and includes the rates for Tetra Tech to implement URA for the VHBP as well as additional labor rates for Boundary/Land Surveyor services (with no increase of total cost). The below estimated level of effort and associated costs shown in Exhibit 1 are based on available information 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. Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total shown in Exhibit 1, whichever option is chosen by the City, such as use fewer hours of one labor category and more hours of another labor category or categories.

Exhibit 1: Revised Hourly Rate Schedule

Position Description	Fully Loaded Hourly Rate*	Estimated Number of Hours	Estimated Total
Project Manager	\$150	1,650.00	\$247,500
SME	\$250	88.00	22,000.00
Case Manager	\$120	990.00	\$118,800
Senior Grants Technician	\$150	462.00	69,300.00
Land Survey Inspector/Field Crew	\$252	0	\$0
Land Survey Inspector/Auto Cad Drafting	\$150	0	\$0
Land Surveyor and Mapper	\$230	72.00	16,560.00
Demolition Specialist	\$175	88	15,400.00
Property Appraiser	\$140	121.00	16,940.00
Title Agent	\$240	132	31,680.00
Field Inspector	\$140	132.00	18,480.00
Principal Environmental Scientist	\$220	88.00	19,360.00

**PROJECT BUDGET**

Associate Environmental Scientist	\$150	96.00	14,400.00
Senior Environmental Scientist	\$170	11.00	1,870.00
Environmental Inspector	\$115	48.00	5,520.00
ER Inspector	\$120	11.00	1,320.00
Relocation Specialist	\$165	220	\$36,300
<b>Total</b>			<b>635,430.00</b>
*Rates are “fully loaded” including staffing travel, program printing and mailing costs			

**Assumptions**

- Estimated Budget:** The budget for grant management services in this contract are considered estimates and Tetra Tech reserves the right to adjust the budget, with City approval, during the course of program execution if scope parameters change.
- Project Sponsor:** City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- Work Location:** Office space will be provided by the City of Marathon when remote work is not being performed.
- Number of properties:** Tetra Tech will perform eligibility for up to 30 properties and up to 22 properties will be purchased by the City’s Voluntary Home Buyout Program (VHBP) program during the period of performance.
- Program Allocation:** Tetra Tech understands that \$5,450,000 in CDBG-DR funds will be utilized for this buyout program. Should the Florida Department of Economic Opportunity (DEO) reassign additional funds, we will work with the City to develop a supplemental scope of work and budget for the additional level of effort.
- Documentation:** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.

**PROJECT BUDGET**

7. **Key Personnel:** Availability of City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
8. **Project Schedule:** Tetra Tech will work with the City to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed. If Tetra Tech’s project schedule is delayed or the effort of work is increased due to circumstances outside of Tetra Tech’s control, such as delays in the tasks performed by City procured contractors or City departments, Tetra Tech will notify the City if Tetra Tech’s level of effort needs to be increased.
9. **Duration of Work:** The period of performance in the Contract may be extended upon approval by both parties. To the extent the term is required to be extended due to reasons beyond the Tetra Tech Team’s control; such unforeseen circumstances may result in an increase in the project timeline and/or budget.
10. **Contract Services Within Period of Performance:** Tetra Tech will work with the City on tasks and provide technical services provided contract scope, including contract scope amendments, through the period of performance currently identified in the Contract.
11. **Additional Services:** Pursuant to Article 3 of the RFP, if additional services are requested, Tetra Tech will respond with a fee proposal to perform the requested services.



## Proposed Rates for Licensed Tenant Relocation (URA) Consultant Services under Tetra Tech Contract 2021-RFP-01 for CDBG DR Grants Management Services

**March 14, 2022**

***Submitted to:***

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City of Marathon  
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Phone: (305) 289-4109

***Submitted by:***

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**City of Marathon, Florida  
Tetra Tech, Inc.**

**Proposal for Licensed Tenant Relocation (URA) Consultant Services  
under Contract 2021-RFP-01 for CDBG DR Grants Management Services  
03/24/2022**

**I. SCOPE OF SERVICES**

1. Tetra Tech and its subcontractor(s), hereinafter referred to as the Relocation Consultant, will assist The City of Marathon with the relocation of, and payment of benefits to, tenants eligible under Federal law for such benefits in conjunction with an acquisition project under CDBG-DR.
2. Tetra Tech believes that there are up to 10 tenants eligible for these benefits.
3. The properties will be acquired using voluntary acquisition under the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Act of 1970 (referred to as the Uniform Act), as amended by Regulations at 49 CFR. Part 24 and Florida Statutes. Relocation work and assistance will be performed as per U.S. Department of Housing & Urban Development (HUD) standards.
4. The Relocation Consultant will review eligibility for relocation benefits and provide The City of Marathon with an estimate of the total relocation costs required for each property. The review eligibility scope for URA is listed as follows:
  - a. Obtain information from each tenant and calculate the relocation benefit.
  - b. Work with the client to identify comparable units in the community and adjacent communities if none are available in the community.
  - c. Work with the tenant to coordinate moving and determine the moving compensation.
  - d. Inform the City of each cost related to Relocation and moving with a minimum of four (4) weeks' notice to provide funds necessary.
  - e. Create the external and internal URA forms required to be in compliance with HUD regulations.
5. The Relocation Consultant will approve vouchers for payment for eligible relocation costs by separate vendors and recommend payment to the City of Marathon, if necessary.
6. The Relocation Consultant will comply with regulatory requirements relating to Uniform Relocation Assistance, issuance of notices, calculation of benefits, and documentation.
7. The Relocation Consultant will confer with City representatives on a regular basis to keep them informed of progress, as requested.
8. An electronic file on work under this agreement will be prepared and delivered to the City of Marathon Grants Coordinator at the completion of the project.
9. Additional compensation on an hourly rate may be considered for unusual circumstances if the budget Not-to-Exceed allows and the work is within scope parameters under the City and Tetra Tech's current MSA Contract.

**II. ESTIMATED COST**

The proposed estimated budget of **\$59,400.00** in Exhibit 1 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. The fee for the services under this proposal will be based on the actual

hours of services furnished multiplied by Tetra Tech’s billing hourly rate. Table 1 below outlines the anticipated staff positions and level of effort.

**Table 1: Estimated Cost Breakdown [1][2][3]**

<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Total</b>
Case Manager	\$120.00	110	\$13,200.00
URA Specialist	\$165.00	220	\$36,300.00
Project Manager	\$150.00	66	\$9,900.00
<b>Estimated Total</b>			<b>\$59,400.00</b>

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost as the fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the total estimated amount without written approval by the City: (i) Use fewer hours of one labor category and more hours of another labor category or categories; and (ii) use fewer hours within one deliverable and more hours within another deliverable.

[3] The hourly rates are fully burdened to include overhead, profit, and standard expenses.

### III. PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project are managed through a standard change order control process.

1. **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
2. **Records Management.** Tetra Tech assumes the City is responsible for developing and operating a records management system for record retention outside of the currently operating RecoveryTrac system. Tetra Tech will upload URA tenant documentation into the case file in RecoveryTrac or the existing OneDrive folder for the City’s VHBP for record keeping.
3. **Access to Materials.** Documentation pertinent to the execution of this project should be made available for review in electronic format within five 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.
4. **Access to Key Personnel.** Availability of City of Marathon key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
5. **Period of Performance.** The Period of Performance for this task will go through December 31, 2022. If the Period of Performance is required to be extended due to reasons beyond the Tetra Tech Team’s control, such unforeseen circumstances may result in an increase in the project timeline and budget.
6. **Scope.**
  - Tetra Tech assumes no more than ten (10) tenants that require URA assistance. If additional tenants are identified, Tetra Tech will work with the City to confirm any scope and pricing changes required to process the additional tenants.
  - Tetra Tech assumes no more than 3 certified mailing per tenant. Any certified mail over this, for reason’s outside of Tetra Tech’s control, may result in a scope change and/or price increase.

7. **Withdrawn or Ineligible Tenants.** In the case in which a tenant may become ineligible for URA after initial contact, such as if a Tenant moves out of the buyout dwelling and therefore forfeits their rights to financial assistance under URA, Tetra Tech will bill the City for the work up to the point that Tetra Tech worked with the Tenant, as well as any labor incurred to create the Tenant closeout file for City HUD compliance.
8. **Payment Plan.** The City will be invoiced monthly. Invoice payment terms are net 30 days.
9. **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 amendment by reference or incorporated as an exhibit in its entirety.