



COUNCIL AGENDA STATEMENT

Meeting Date: August 9, 2022
To: Honorable Mayor and Councilmembers
From: Maria Covelli, Grants Coordinator
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-87**, Providing acceptance of change order No. between Tetra Tech and City of Marathon for addition of Demolition Costs Not to Exceed \$487,540.00 to the Contract Agreement, CDBG-DR Voluntary Home Buyout Program; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The Florida Department of Economic Opportunity (DEO) awarded the City a \$5,000,000 grant for the Purpose of Implementing the CDBG0DR Home Buyout Program in order to reduce flood risk in future hurricane events.

The City of Marathon contracted with Tetra Tech to administer the CDBG-DR Voluntary Home Buyout Program.

Tetra Tech provided a quotation to meet demolition requirements for the CDBG-DR Voluntary Home Buyout Program.

ATTACHMENTS

Original Resolution and Grant Contract
Amendment Two

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u> X </u>	_____
2. Other: CDBF-DR grant requirement	<u> X </u>	_____

FISCAL NOTE:

Funding for this is included in the FY22 Adopted and FY23 Proposed CDBG Fund Budgets.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-87**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CHANGE ORDER FOR CONTRACT BETWEEN THE CITY AND TETRA TECH FOR THE VOLUNTARY HOME BUYOUT PROGRAM, DEMOLITION SERVICES; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$487,540.00; 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 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 to include required Demolition 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 are incorporated herein

Section 2. The City Council approves of the Contract change order with Tetra Tech, Inc.

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 9TH DAY OF AUGUST 2022.**

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

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



Proposed Rates for Contract Period of Agreement Extension & Demolition, Removal and Disposal Services under Tetra Tech Contract 2021-RFP-01 for CDBG DR Grants Management Services

July 1, 2022

Submitted to:

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City of Marathon
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Submitted by:

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Change Order 2: Demolition, Removal and Disposal Services

SCOPE

1. Tetra Tech and its subcontractor(s), hereinafter referred to as the Demolition Subcontractor, will provide demolition, removal, and disposal services for the City of Marathon's CDBG-DR Voluntary Home Buyout Program.
2. There are projected to be up to 12 properties in need of demolition services.
3. Demolition, Removal, and Disposal services will be provided for homes and associated residential structures purchased by the City of Marathon under the Voluntary Home Buyout Program (VHBP).
4. Services to be performed in a manner consistent with City, State and Federal laws, codes, regulations, and environmental standards.
5. These parcels may contain intact residences, partial, or damaged residences to be demolished located in the City of Marathon within the Florida Keys.
6. Each property site will be evaluated to determine demolition, removal, and disposal cost based upon the site visit. A written quotation for the job defining the Scope of Work (SOW) will be issued for a specific address or group of addresses and will include the estimated cost based upon the agreed upon rates for the services to be performed.
7. Asbestos testing results and conditions will be provided as required by property.
8. The Demolition Subcontractor will assist the City with demolition services and provide oversight of the demolition process by:
 - Scheduling acquired properties for demolition contractor services
 - Coordinating utility disconnects and abandonment (as necessary)
 - Coordinating with local nonprofit and volunteer organizations prior to demolition to allow them access to the property to identify and remove items that could be usefully repurposed (optional)
 - Obtaining copies of necessary City permits for case file documentation
 - Demolishing buyout structure and cleanup of property lot to remove debris
 - Grading and seeding of lots to restore buyout properties to greenspace
 - Conducting four inspections following available HUD disaster recovery demolition checklist and/or the City's provided checklists and photographing the property at the milestones listed below:
 - Inspection 1: Vacancy Inspection of the property
 - Inspection 2: Pre-Demolition Inspection
 - Inspection 3: Post-Demolition Inspection
 - Inspection 4: Post-Lot Clearing and Restoration Inspection

COST PROPOSAL

Demolition costs will be categorized in an individual SOW, issued for each property address. The SOW will include a description of activities to be performed at each address with a cost proposal based upon the unit rates listed below. Costs outside of direct demolition construction activities, related to demolition site inspections, non-profit coordination, case file documentation, and assigning/scheduling the demolition will be billed at an hourly rate.

The fee for the demolition construction services under this contract amendment will be based on the actual square footage (or appropriate unit of measurement indicated below) of each property multiplied by billing Unit Rate as set forth in Exhibit 1 below. The unit rates include applicable overhead, profit, and non-labor expenses. The proposed Not-to-Exceed amounts are 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.

Exhibit 1: Demolition Unit Rate Cost Breakdown
(Includes project labor, materials, and travel expenses)

Task	Rate	Category	Estimated Sq. Ft. Total	Estimated Total Cost
Manufactured/Mobile Home Demolition per Sq Foot	\$13.68	1	4000	\$54,720.00
Concrete Block System (CBS) Demolition per Sq Foot	\$13.44	2	4000	\$53,760.00
Frame/Stick Demolition per Sq Foot	\$14.33	3	2500	\$35,825.00
Stand Alone Rates Below (As Needed)	Rate	Unit of Measure	Estimated Total Units	Estimated Total Cost
Remediation, Abatement, and Clearance of asbestos	\$13.75	Sq. Ft.	3000	\$41,250.00
Removal/Disposal Septic Systems	\$3,750.00	Each	10	\$37,500.00
Removal/Disposal in- water structures	\$62.50	Structure Sq. Ft.	10	\$625.00
Backfill (if needed and if not included in Demolition rates above)	\$62.50	Tons	5	\$312.50
Bahia Sod	\$18.75	Sq. Yard	1000	\$18,750.00
Electric	\$1,250.00	Each	5	\$6,250.00
Propane	\$1,250.00	Each	5	\$6,250.00
Wells	\$937.50	Each	5	\$4,687.50
Water	\$375.00	Each	5	\$1,875.00
Sewer	\$1,875.00	Each	5	\$9,375.00
Vegetation/Tree removal	\$75.00	Cubic Yard	5	\$375.00
Asbestos Bulk Sample Analysis	\$31.25	Each	600	\$18,750.00
Analysis by Point Count	\$50.00	Each	10	\$500.00
Estimated Total				\$290, 805.00

Exhibit 2: Demolition Hourly Rate Cost Breakdown
(Includes project labor, materials, and travel expenses)

Position Description	Hourly Rate	Estimated # of Hours	Estimated Total
Case Manager	\$120.00	66	\$7,920.00
SME	\$250.00	11	\$2,750.00
Project Manager	\$150.00	33	\$4,950.00
Field/Demo Inspector	\$175.00	33	\$5,775.00
Environmental Inspector	\$115.00	33	\$3,795.00
Sr. Grants Technician	\$150.00	11	\$1,650.00
Asbestos Inspector	\$218.75	220	\$48,125.00
Drafting Technician	\$75.00	33	\$2,475.00
Project Engineer	\$175.00	110	\$19,250.00
Asbestos Consultant	\$225.00	33	\$7,425.00
Estimated Total		583	\$104,115.00

Exhibit 3: Total Demolition Costs
(Includes project labor, materials, and travel expenses)

Task	Estimated Units	Total Estimated Cost
Hourly Rate: Demolition Services	583 Hours	\$104,115.00
Unit Rate: Demolition, Removal and Disposal	12 Units	\$290,805.00
Change Order 2: Estimated Total:		\$394,920.00

This estimate is valid for 45 days from the date of the proposal. To the extent, the proposed scope and budget do not meet the City’s needs; Tetra Tech is willing to negotiate a revised scope and budget.

Change Order 2: Contract Period of Agreement Extension Request

To be able to support the City through the end of the VHBP grant, Tetra tech is requesting an extension to Tetra Tech Contract 2021-RFP-01 for CDBG DR Grants Management Services Period of Performance in the form of amendment to Contract 105S0217 with the City of Marathon.

We request that the Period of Agreement be amended to end 24 months after execution by the City of Marathon on May 11, 2021. The current deadline within Attachment A-Scope of Work to Agreement No.: 105S0217 is December 31st, 2022. The new deadline, if approved will be May 31st, 2023.

There are no changes to the existing Scope of Work. Tetra Tech will continue to perform Grants Management Services through the new Period of Agreement.

Exhibit 4: Contract Period of Agreement Extension Hourly Rate Breakdown
(Includes project labor, materials, and travel expenses)

Position Description	Hourly Rate	Estimated # of Hours	Estimated Total
Case Manager	\$120.00	396	\$47,520.00
SME	\$250.00	22	\$5,500.00
Project Manager	\$150.00	220	\$33,000.00
Sr. Grants Technician	\$150.00	44	\$6,600.00
Estimated Total		682	\$92,620.00

Exhibit 5: Total Demolition, Removal and Disposal Services & Contract Period of Agreement Extension Costs
(Includes project labor, materials, and travel expenses)

Task	Estimated Hours	Total Estimated Cost
Change Order 2: Demolition, Removal and Disposal Services	583	\$394,920.00
Change Order 2: Contract Period of Agreement Extension Grant Management Services	682	\$92,620.00
Estimated Total:	1265	\$487,540.00

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.

General Assumptions

- 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 for review in electronic format within five (5) business days of the request. Availability of the appropriate documentation 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 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. The work location of everyone 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 for the scope of work included in the Tetra Tech 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 12 properties will be purchased under this project, no more than 30 properties require eligibility/intake services through the end of the grant. The total project funds for the City's CDBG-DR Voluntary Home Buyout Program are \$5M.
- Cost Estimates – The proposed cost estimates are based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort and quantities required to perform the services and may be subject to change upon agreement between the City and Tetra Tech.
- Grant Administration – Grant administration costs do not include URA services. (URA costs were added by amendment approved 4/12/2022).
- 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.

For questions concerning this proposal, please contact the representatives listed below.

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