

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

MEETING DATE: December 1, 2010

AGENDA ITEM SUMMARY NO. H10-121- 2

- |   |  |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input type="checkbox"/> REGULAR                   |
| <input checked="" type="checkbox"/> CONSENT                 | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING        | <input type="checkbox"/> BOARD APPOINTMENT         |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING         | <input type="checkbox"/> WORKSHOP                  |

**SUBJECT: A WARD THE PROFESSIONAL SERVICES CONTRACT FOR ENVIRONMENTAL SEAGRASS AND WATER QUALITY MONITORING.**

**RECOMMENDATIONS/MOTION:** Staff recommends that City Council award Bid No. 285-10 to provide environmental seagrass and water quality monitoring in accordance with Florida Department of Environmental Resource Permit No.50-0254014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger & Stubbs Engineering, Inc. to Tetra Tech EC, Inc. of Boynton Beach, Florida the lowest responsive and responsible bidder, in the amount of \$66,0240.00;authorizing the Mayor and City Clerk to execute the proposed contract for professional services.

**INTER-DEPARTMENTAL APPROVAL REVIEW & DATE**

Asst. ♦City Manager <i>PRW 1/22/10</i>	Library
♦City Attorney <i>PHR 1/22/10</i>	Marina
♦City Clerk <i>CW 11/23/10</i>	Police
Community Development	Public Works
♦ Finance <i>11-19-2010</i>	♦Purchasing <i>11-19-2010</i>
Fire	Parks & Recreation
Human Resources	Utility District
Information Systems	Other

APPROVED BY CITY MANAGER: *Ruth C. Jones* DATE: 11-22-10

Originator: Purchasing <i>Buyer</i>	Costs: <u>\$66,024.00</u>	District Board Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions
User: City Manager	Current FY: <u>2011</u> Funding Source:	<input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
Advertised: Date: September 17 & 19, 2010 Paper: The Palm Beach Post Web: <u>www.rivierabch.com &amp; www.demandstar.com</u> Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	<input checked="" type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other  Budget Account Number: OTTED GRANT FUND 156	Attachments: 1. Resolution 2. Bid Tabulation 3. Resolution 32-07 4. Resolution 58-10 5. Resolution 98-10 6. Due Diligence Documentation 7. Contract for Professional Services

**BACKGROUND/SUMMARY**

An Invitation for Bid No.285-10 was advertised publicly on the City's website and the legal section of the Palm Beach Post on September 17 & 19, 2010 to solicit seal bids from licensed and qualified firms capable of providing various services in accordance with Florida Department of Environmental Protection's Environmental Resource Permit No.50-0254014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger & Stubbs Engineering, Inc. of Tallahassee, FL.

Bid proposals were publicly opened and announced on October 15, 2010 at 3:00 p.m. in the City Council Chambers, offers ranged from (\$66,024.00) to (\$249,200.70) (Please Refer to attached Bid Tabulation).

The lowest bid, \$66,024.00 was submitted by Tetra Tech EC, Inc. of Boynton Beach, Florida. Tetra Tech EC, Inc., a Licensed Geology Business, has been determined to be a responsible bidder. The contractor has solid references, a satisfactory credit/payment history and is in good standing with the State Department of Business and Professional Regulation.

Tetra Tech EC, Inc. has previously completed projects for the following governmental clients:

GOVERNMENTAL AGENCY	SERVICES PERFORMED	RATING	VALUE OF SERVICES
Biscayne National Park 9700 SW 328 Street Homestead, FL 33033	Coral Reef Restoration	Outstanding	\$85,000.00
Martin County 2401 SE Monterey Road Stuart, FL 34996	Public Boat Launch	Good	\$2,000,000.00

The work to be performed under this contract was authorized per Resolution No. 32-07 (see attached). This project will be substantially funded through a grant provided by the Florida Office of Tourism, Trade and Economic Development (\$1,653,538.00); with matching grant funds from Lockheed Martin (\$400,000) for design and agency permits; and Palm Beach County (\$400,000) for mitigation of environmental impacts to the Lake Worth Lagoon.

Previously, the board authorized the construction of the combined fishing pier/working dock and dredging in the amount of (\$1,018,530.63); per resolution 58-10 (see attached). On September 1, 2010, the board authorized RC-4 canal water quality improvement project in the amount of (\$340,300.00); per resolution 98-10 (see attached).

In conjunction with the following projects referenced above, the monitoring program is designed to examine the mitigation project's progress towards the goal of compensating for the loss of seagrass habitat at the proposed project site. The monitoring program is broken up into two components: 1) barge removal success criteria and monitoring and 2) water quality enhancement monitoring.

In conclusion, the monitoring program is the final component of the OTTED project grant fund and is a requirement of the Environmental Resource Permit No.50-0254014-003 issued by Florida Department of Environmental Protection Agency.

Grant Budget Summary

OTTED GRANT TOTAL: (Approved Resolution No.32-07)	\$1,653, 538.00
<u>PHASE I</u>	
COMBINED FISHING PIER/WORK DOCK & DREDGING: (Approved Resolution No.58-10)	-\$1,018,530.63)
PROJECT CONTINGENCY 18%: (Approved Resolution No.58-10)	-\$183,335.51)
<u>PHASE II</u>	
AVAILABLE REMAINING BALANCE:	<u>\$451,671.86</u>
RC-4 CANAL WATER QUALITY IMPROVEMENT PROJECT: (Recommend by Staff)	-\$340,300.00)
PROJECT CONTINGENCY 10%: (Recommend by Staff)	-\$34,030)
AVAILABLE/UNOBLIGATED (OTTED) GRANT FUND BALANCE:	<u>\$77,341.86</u>
<u>Phase III</u>	
AVAILABLE REMAINING BALANCE:	<u>\$77,341.86</u>
ENVIRONMENTAL SEAGRASS & WATER QUALITY MONITORING: (Recommend by Staff)	-\$66,024.00)
AVAILABLE/UNOBLIGATED (OTTED) GRANT FUND BALANCE:	<u>\$11,317.86</u>

Individual organizational responsibilities are detailed in a Tri-Party agreement between the City, Lockheed Martin and Palm Beach County which was previously approved by City Council on March 7, 2007. The Tri-Party agreement specifies that the City of Riviera Beach will be reimbursed for these professional monitoring services.

Accordingly, staff recommends City Council award Bid No. 285-10 to low responsive and responsible bidder, Tetra Tech EC, Inc.; of Boynton Beach, Florida to provide environmental seagrass and water quality monitoring.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 285-10 ENVIRONMENTAL SEAGRASS AND WATER QUALITY MONITORING TO TETRA TECH EC, INC. OF BOYNTON BEACH, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$66,024; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Council previously approved resolution no.32-07 which authorized the Tri-Party Agreement between the City of Riviera Beach, Lockheed Martin, Inc. and Palm Beach County as apart of the \$1.6 million State of Florida Economic Development Transportation Fund Grant; and

**WHEREAS**, the Tri-Party Agreement specifies that the City of Riviera Beach will be reimbursed for all costs associated with the dredging of the Lake Worth Lagoon and construction of a five hundred foot long sixteen foot wide pier and water taxi stop; and

**WHEREAS**, Council approved resolution no. 58-10 which authorized the construction of the combined fishing pier/working dock and dredging in the amount of \$1,018,530.63; and

**WHEREAS**, Council approved resolution no. 98-10 which authorized RC-4 canal water quality improvement project in the amount of \$340,300; and

**WHEREAS**, the environmental seagrass and water quality monitoring program is the third and final phase of the grant and is a requirement of the Environmental Resource Permit No.50-0254014-003 issued by Florida Department of Environmental Protection Agency; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for licensed and qualified firms capable of providing various monitoring services; and

**WHEREAS**, ten (10) companies responded to Invitation for Bid No. 285-10 and Tetra Tech EC, Inc. of Boynton Beach, Florida submitted the lowest responsive and responsible bid in the amount of \$66,024.

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

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 2**

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract to provide environmental seagrass and water quality monitoring to Tetra Tech EC, Inc. of Boynton Beach, Florida, and authorizes the Mayor and City Clerk to execute a professional services contract for same.

**SECTION 2.** The City Council authorizes the Interim Finance Director to make payment from the appropriate account.

**SECTION 3.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010**

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

D. PARDO \_\_\_\_\_

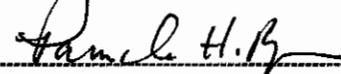
J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

C. THOMAS \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

BID #25-10  
ENVIRONMENTAL SEDIMENT AND WATER QUALITY MONITORING

DESCRIPTION	PBS&J 2001 NORTHWEST 187TH AVENUE MIAMI, FL 33172	WRS INFRASTRUCTURE & ENVIRONMENT, INC. 221 HOBBS STREET TAMPA, FL 33619	SCHEDA ECOLOGICAL ASSOCIATES, INC. 1486-E SKEES ROAD WEST PALM BEACH, FL 33411	ECOLOGICAL ASSOCIATES, INC. POST OFFICE BOX 485 JENSEN BEACH, FL 34858	TETRA TECH EC, INC. 1901 SOUTH CONGRESS AVENUE, SUITE 270 BOYATON BEACH, FL 33426
TOTAL COST TO PERFORM SEDIMENT MONITORING & PROVIDE REPORTS FOR MONTHLY MONITORING PER SECTION 4.1 OF THE MITIGATION PLAN & SPECIFIC CONDITION TWENTY THREE (23) & TWENTY FOUR (24) OF THE DLP PERMIT.	\$103,246.50	\$18,100.00	\$48,780.00	\$77,995.00	\$37,682.00
TOTAL COST TO DEVELOP WATER QUALITY SAMPLING FOR THE NUTRIENT MONITORING PLAN (NMP) WITH SPECIFIC CONDITION TWENTY SIX (26) OF THE DLP PERMIT.	\$10,784.00	\$9,475.00	\$9,470.00	\$4,660.00	\$616.00
TOTAL COST TO PERFORM NUTRIENT MONITORING BASED ON SEDIMENT AND WATER QUALITY MONITORING PLAN (NMP) STARTING WITHIN THIRTY DAYS OF THE INSTALLATION OF THE UMBEL.	\$135,160.20	\$22,285.00	\$17,280.00	INCLUDED WITH LINE 4	\$17,930.00
TOTAL COST TO PERFORM TEN (10) SAMPLING EVENTS FOR THE PRELIMINARY NUTRIENT MONITORING PLAN (NMP) OF THE MITIGATION PLAN.	INCLUDED WITH ITEM 3	\$52,450.00	\$10,800.00	\$22,455.00	\$9,796.00
TOTAL BASE BID	\$249,200.70	\$101,311.00	\$86,330.00	\$105,110.00	\$86,024.00
ADDENDUM ONE (1)	YES	YES	YES	YES	YES
ADDENDUM TWO (2)	YES	NO	YES	YES	YES
ADDENDUM THREE (3)	YES	NO	YES	NO	YES
REQUIRED FORMS	YES	YES	YES	YES	YES
BID BOND	YES	YES	YES	YES	YES
SCHEDULES 1 & 2	YES	YES	YES	YES/NO	YES
M/WBE %	25.00%	N/A	70.00%	0.00%	35.00%
COMMENTS:		*ADDENDUM TWO & THREE NOT ENCLOSED		*SCHEDULE TWO IS NOT ENCLOSED *ADDENDUM THREE NOT ENCLOSED	

BID #BS-18  
ENVIRONMENTAL SEOWMSS AND WATER QUALITY MONITORING

DESCRIPTION	SUTRON CORORATION 23856 WSTA PARKWAY, SUITE 14 WEST PALM BEACH, FL 33411	WATERFRONT PROPERTY SERVICES, LLC DBA GATOR DREDGING 8440 PINELLAS PARK, FL 33761	CSA INTERNATIONAL, INC. 8502 SW KAMA'S AVENUE STUART, FL 34997	CZR INCORPORATED 2151 ALTERNATE A1A SOUTH, SUITE 200 JUPITER, FL 33477	AQUAGENIX 851 WEST 13TH COURT RIVIERA BEACH, FL 33404
TOTAL COST TO PERFORM BEAGRASS MONITORING & PROVIDE REPORTS FOR SECTION 11 OF THE MITIGATION PLAN & SPECIFIC CONDITION TWENTY THREE (23) & TWENTY FOUR (24) OF THE B.E.P. PERMIT.	\$66,077.50	\$71,444.00	\$1,124.00	\$43,832.00	
TOTAL COST TO OWE/OF WATER QUALITY SAMPLING FOR THE NUTRIENT SAMPLING MONITORING PROGRAM WITH BEGRASS CONDITION TWENTY (20) (20) OF THE B.E.P. PERMIT.	\$9,000.00	\$3,500.00	\$25,589.00	\$7,767.00	
TOTAL COST TO PERFORM/PERMIT SAMPLING FOR THE NUTRIENT SAMPLING MONITORING PROGRAM (20) YEARS STARTING WITHIN THIRTY DAYS OF THE INSTALLATION OF THE NUBLE.	\$41,484.26	\$3,500.00	\$79,667.00	\$10,950.00	
TOTAL COST TO PERFORM TEN (10) YEARS OF NUBLE MONITORING AND YEARS IN ACCORDANCE WITH SECTION 12 OF THE MITIGATION PLAN.	\$62,252.46	\$27,007.00	INCLUDED IN LINE ITEM 3	\$11,001.00	
TOTAL BASE BID	\$178,814.22	\$105,451.00	\$106,380.00	\$76,550.00	
ADDENDUM ONE (1)	YES	YES	YES	YES	
ADDENDUM TWO (2)	YES	YES	YES	YES	
ADDENDUM THREE (3)	NO	YES	YES	YES	
REQUIRED FORMS	YES	YES	YES	YES	
BID BOND	YES	YES	YES	YES	
SCHEDULES 1 & 2	YES	YES	YES	YES	
M/WBE %	30.00%	20.00%	21.44%	90.00%	
COMMENTS:	*ADDENDUM THREE (3) NOT ENCLOSED				*NO BID

RESOLUTION NO. 32-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TRI-PARTY AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, LOCKHEED MARTIN, INC., AND PALM BEACH COUNTY AS A PART OF THE \$1.6 MILLION STATE OF FLORIDA ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT TO DREDGE THE LAKE WORTH LAGOON AND BUILD A FIVE HUNDRED FOOT LONG AND SIXTEEN FOOT WIDE PIER WITH A FISHING PIER AND WATER TAXI STOP TO BE SHARED BY LOCKHEED MARTIN AND PROVIDING FOR \$400,000 CONTRIBUTION BY LOCKHEED MARTIN, INC., AND PROVIDING FOR UP TO A \$400,000 CONTRIBUTION FROM PALM BEACH COUNTY WITH THE PUBLIC WITH ACCESS PROVIDED THROUGH THE PALM BEACH COUNTY OWNED MOROSO PARK, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Riviera Beach City Council accepted the One million six hundred and fifty three thousand five hundred and thirty eight dollar (\$1,653,538) State of Florida Economic Development Transportation Fund Grant on February 2,2006; and

**WHEREAS**, the Economic Development Transportation Fund Grant requires a Tri-Party agreement; and

**WHEREAS**, the Tri-Party Agreement specifies that the City of Riviera Beach will be reimbursed for all costs associated with the dredging of the Lake Worth Lagoon and construction of a five hundred foot long and sixteen foot wide pier with a fishing pier and water taxi stop; and

**WHEREAS**, Lockheed Martin, Inc., has committed to contribute Four hundred thousand dollars (\$400,000) to the project; and

**WHEREAS**, Palm Beach County has committed up to Four hundred thousand dollars (\$400,000) to cover the costs of mitigation and provide a project contingency fund; and

**WHEREAS**, public access will be provided through Moroso Park owned and operated by Palm Beach County.

RESOLUTION NO. 32-07

-2-

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riviera Beach, Palm Beach County, Florida that:

SECTION 1. The Mayor and City Clerk are hereby authorized to execute a Tri-Party Agreement by and between the City of Riviera Beach, Lockheed Martin, Inc., and Palm Beach County as part of the \$1.6 Million State of Florida Economic Development Transportation Grant to dredge the Lake Worth Lagoon and construct a fishing pier and water taxi stop.

SECTION 2. The City Manager and Interim Finance Director are authorized to take all administrative actions necessary to implement the grant.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

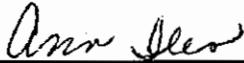
PASSED and APPROVED this 7 day of March  
2007.

RESOLUTION NO. 32-07

-3-

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

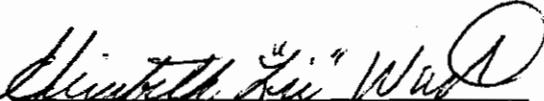
  
ANN ILES  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: Wade  
SECONDED BY: Duncombe

A. ILES                    AYE  
V. LEE                    AYE  
N. DUNCOMBE           AYE  
E. WADE                 AYE  
J. JACKSON              AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2-27-2007

[PDW:qpc:11606.021401]

RESOLUTION NO. 58-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 263-10 FOR THE CONSTRUCTION OF A COMBINED FISHING PIER/WORKING DOCK TO FERREIRA CONSTRUCTION CO., INC. OF STUART, FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$1,018,530.63; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bid was publicly solicited for qualified contractors to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of a combined fishing pier/working dock and related dredging; and

**WHEREAS**, nine (9) companies responded to Invitation for Bid No. 263-10 and Ferreira Construction Co., Inc. of Stuart, Florida submitted the lowest responsive and responsible bid in the amount of \$1,018,530.63.

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

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract to complete the construction of a combined fishing pier/working dock and related dredging to Ferreira Construction Co., Inc of Stuart, Florida, and authorizes the Mayor and City Clerk to execute a construction services contract for same.

**SECTION 2.** The City Council authorizes the Finance Director to make payment from the appropriate account.

**SECTION 3.** The City Manager is authorized to approve change orders in an amount not to exceed 18% of the contract award amount.

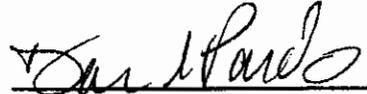
**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED THIS 2 DAY OF JUNE, 2010.**

RESOLUTION NO. 58-10  
PAGE 2

APPROVED:

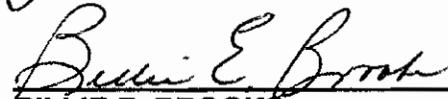
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

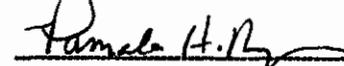
  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

D. PARDO Aye  
J. DAVIS Aye  
B. BROOKS Aye  
C. THOMAS Aye  
S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/25/10

RESOLUTION NO. 98-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 266-10 RC-4 CANAL WATER QUALITY IMPROVEMENT PROJECT TO JOHNSON-DAVIS, INC. OF LANTANA, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$340,300; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Council previously approved resolution no.32-07 which authorized the Tri-Party Agreement between the City of Riviera Beach, Lockheed Martin, Inc. and Palm Beach County as apart of the \$1.6 million State of Florida Economic Development Transportation Fund Grant; and

**WHEREAS**, the Tri-Party Agreement specifies that the City of Riviera Beach will be reimbursed for all costs associated with the dredging of the Lake Worth Lagoon and construction of a five hundred foot long sixteen foot wide pier and water taxi stop; and

**WHEREAS**, Council approved resolution no.58-10 which authorized the construction of the combined fishing pier/working dock and dredging in the amount of \$1,018,530.63; and

**WHEREAS**, RC-4 canal water quality improvement project is the second phase of the grant and is a requirement of the Environmental Resource Permit No.50-0254014-003 issued by Florida Department of Environmental Protection Agency; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for qualified contractors to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of rc-4 canal water quality improvement project; and

**WHEREAS**, eight (8) companies responded to Invitation for Bid No. 266-10 and Johnson-Davis, Inc. of Lantana, Florida submitted the lowest responsive and responsible bid in the amount of \$340,300.

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

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract to complete the construction of RC-4 canal water quality improvement project to Johnson-Davis, Inc of Lantana, Florida, and authorizes the Mayor and City Clerk to execute a construction services for same.

**SECTION 2.** The City Council authorizes the Finance Director to make payment from the appropriate account.

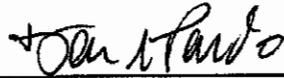
**SECTION 3.** The City Manager is authorized to approve change orders in an amount not to exceed 10% of the contract award amount.

**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 98-10  
PAGE 2

APPROVED:

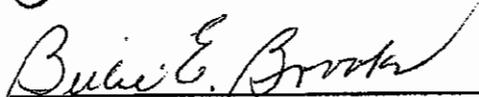
  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

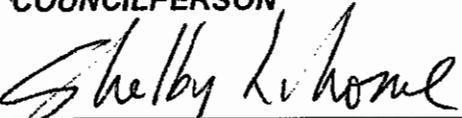
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

D. PARDO AYE

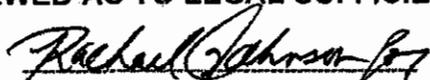
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE:

## Credit eValuator Report

<p><b>Tetra Tech EC, Inc.</b>                  1000 The American Rd Ste 1                  Morris Plains, NJ 7950                  Phone: 973 630-8000                  D-U-N-S Number: 12-897-4271</p>	<p style="text-align: right;"><b>Report as of : November 18, 2010 **</b></p> <div style="display: flex; align-items: center;"> <p>Want the most <b>up-to-date</b> information? <b>Upgrade</b> to Auto-Refresh and keep this report current for a year.</p> </div>
---	---

**Need more in-depth information and analysis?**  
**Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

[>Learn more](#)

**How much credit should you extend this business?**  
**Upgrade to the Credit eValuator Plus and receive a Credit Limit Recommendation and Payment Trend information on this company**

[Learn More](#)

**▶ Upgrade Now**

**\*\*Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.**

### Risk Summary

<p><b>Lower Risk      Higher Risk</b></p> <p><b>Risk of Late Payment</b></p> <p>Risk of late payment is based on the following prioritized factors in addition to other information in D&amp;B's files:</p> <ul style="list-style-type: none"> <li>● No factors available</li> </ul> <p>Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.</p>	<p><b>Unchanged</b></p> <p><b>Payment Performance Trend</b></p> <p>The payment performance trend for this company is Unchanged. The most recent payment information in D&amp;B's files is:</p> <ul style="list-style-type: none"> <li>● Payments currently: 17 days beyond terms.</li> <li>● Payments 3 months ago: 17 days beyond terms.</li> <li>● Industry average: 6 days beyond terms.</li> </ul> <p><small>*Note: Payments to suppliers are averaged weighted by dollar amounts.</small></p>
--	--

### Company Profile

<b>Chief Executive:</b>	Donald Rogers , Chb-Ceo	<b>Line of business:</b>
<b>Type of business:</b>	Corporation	Business Consulting, Nec
<b>Years in business:</b>	7	
<b>Employees total:</b>	1,057	

### Legal Filings and Other Important Information

<b>Bankruptcies:</b>	None
<b>Judgments:</b>	None
<b>Liens:</b>	6 Open / 0 Closed
<b>Liens Amounts:</b>	\$6,211 Open / \$0 Closed
<b>Suits:</b>	1 Open / 0 Closed
<b>Suits Amounts:</b>	None
<b>Negative Payment Experiences:</b>	2
<b>Negative Payment Experience Amount:</b>	\$1,100
<b>Payments Placed for Collection:</b>	None

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted.

**Need more in-depth information and analysis? Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

This report is prepared and provided under contract for the exclusive use of Pamela DALEY, City of Riviera Beach.

This report may not be reproduced in whole or in part by any means of reproduction.



[Home](#)     
 [Contact Us](#)     
 [E-Filing Services](#)     
 [Document Searches](#)     
 [Forms](#)     
 [Help](#)

[Previous on List](#)   
 [Next on List](#)   
 [Return To List](#)

[Events](#)                     
 [Name History](#)

## Detail by Entity Name

### Foreign Profit Corporation

TETRA TECH EC, INC.

### Filing Information

**Document Number** F03000000854  
**FEI/EIN Number** 251902191  
**Date Filed** 02/19/2003  
**State** DE  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 02/03/2005  
**Event Effective Date** NONE

### Principal Address

3475 E. FOOTHILL BLVD.  
PASADENA CA 91107

### Mailing Address

3475 E. FOOTHILL BLVD.  
PASADENA CA 91107

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND RD.  
PLANTATION FL 33324 US

### Officer/Director Detail

#### **Name & Address**

Title SRVP

JAMES, LEONARD  
1000 THE AMERICAN ROAD  
MORRIS PLAINS NJ 07950

Title V

CZLAPINSKI, RICHARD E  
1901 S. CONGRESS AVE., SUITE 270  
BOYNTON BEACH FL 33426

Title VS

LEMMON, RICHARD A  
3475 E. FOOTHILL BLVD.  
PASADENA CA 91107

Title T

KING, DAVID W  
3475 E. FOOTHILL BLVD.  
PASADENA CA 91107

Title PCEO

ROGERS, DONALD I JR.  
1000 THE AMERICAN RD  
MORRIS PLAINS NJ 07950

Title V

FITZGERALD, KEVIN M  
1000 THE AMERICAN ROAD  
MORRIS PLAINS NJ 07950

**Annual Reports**

**Report Year Filed Date**

2008 11/14/2008  
2009 01/09/2009  
2010 01/06/2010

**Document Images**

- [01/06/2010 -- ANNUAL REPORT](#)
- [01/09/2009 -- ANNUAL REPORT](#)
- [11/14/2008 -- ANNUAL REPORT](#)
- [01/22/2008 -- ANNUAL REPORT](#)
- [01/31/2007 -- ANNUAL REPORT](#)
- [06/26/2006 -- ANNUAL REPORT](#)
- [02/27/2006 -- ANNUAL REPORT](#)
- [02/03/2005 -- Name Change](#)
- [02/03/2005 -- Name Change](#)
- [01/31/2005 -- ANNUAL REPORT](#)
- [03/01/2004 -- ANNUAL REPORT](#)
- [02/19/2003 -- Foreign Profit](#)

**Note: This is not official record. See documents if question or conflict.**

[Previous on List](#)   [Next on List](#)   [Return To List](#)

Entity Name Search

[Events](#)   [Name History](#)

| [Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright © and Privacy Policies  
State of Florida, Department of State



[Home](#)    
 [Contact Us](#)    
 [E-Filing Services](#)    
 [Document Searches](#)    
 [Forms](#)    
 [Help](#)

[Previous List](#)    
 [Next List](#)

Fictitious Name Search

## Fictitious Name List

Fictitious Name	Address	City	State	County	Status
<a href="#">TETRA TECH HAI</a>	3475 E. FOOTHILL BLVD	PASADENA	CA	MULTIPLE	A
<a href="#">TETRA TECH MPS</a>	3475 E. FOOTHILL BLVD.	PASADENA	CA	ALACHUA	C
<a href="#">TETRA TECH MPS</a>	670 NORTH ROSEMEAD BLVD.	PASADENA	CA	BROWARD	E
<a href="#">TETRA TECH RTW</a>	3475 E. FOOTHILL BLVD	PASADENA	CA	MULTIPLE	C
<a href="#">TETRATECH SOLUTIONS</a>	1715 E. FOWLER AVE PMB 127	TAMPA	FL	HILLSBOROUGH	E
<a href="#">TETRA TECH TECHNICAL SUPPORT SERVICES</a>	3475 E. FOOTHILL BLVD.	PASADENA	CA	MULTIPLE	A
<a href="#">TETRA TECH WHS</a>	3475 EAST FOOTHILL BLVD.	PASADENA	CA	MULTIPLE	A
<a href="#">TETRA TECH WHS</a>	670 NORTH ROSEMEAD BLVD	PASADENA	CA	MULTIPLE	C
<a href="#">TETRA TECH WIRELESS</a>	670 NORTH ROSEMEAD BLVD.	PASADENA	CA	MULTIPLE	E
<a href="#">T &amp; E TRUCKING</a>	1027 MONTEGO BAY DR SOUTH	JACKSONVILLE	FL	MULTIPLE	A
<a href="#">TETSUBO ENTERPRISES LLC</a>	40028 PINE CANAL TRAIL	LADY LAKE	FL	MULTIPLE	A
<a href="#">TETUAN RESTAURANT</a>	5808 NW 109TH AVENUE	MIAMI	FL	MIAMI-DADE	E
<a href="#">TETUAOTERANGI PRODUCTIONS</a>	6238 MORNING MIST LN.	ORLANDO	FL	MULTIPLE	E
<a href="#">TETWORX DATA SOLUTIONS</a>	17400 DELAWARE	FORT MYERS	FL	MULTIPLE	A
<a href="#">T &amp; E UNLIMITED</a>	P.O. BOX 2442	SANFORD	FL	SEMINOLE	E
<a href="#">TEVA BATANI, P.A.</a>	7512 DR. PHILLIPS BLVD.	ORLANDO	FL	ORANGE	A
<a href="#">TEVA'S AUTO DETAILING</a>	7318 LAKE MARSHA DR	ORLANDO	FL	ORANGE	A
<a href="#">TEVA'S PRESSURE CLEANING</a>	7318 LAKE MARSHA DRIVE	ORLANDO	FL	ORANGE	C
<a href="#">TEVEBAUGH &amp; ASSOCIATES</a>	2020 HWY A1A	INDIAN HARBOUR BEACH	FL	BREVARD	A
<a href="#">TEVENDO.COM</a>	5770 NW 72 AVE.	MIAMI	FL	MIAMI-DADE	E

[Previous List](#)    
 [Next List](#)

Fictitious Name Search

[Home](#) | 
 [Contact us](#) | 
 [Document Searches](#) | 
 [E-Filing Services](#) | 
 [Forms](#) | 
 [Help](#)

Copyright © and Privacy Policies  
 State of Florida, Department of State

## Credit eValuator Report

<p><b>Tetra Tech EC, Inc.</b>                  1901 S CONGREFL AVE STE 270                  BOYNTON BEACH, FL 33426                  Phone: NONE                  D-U-N-S Number: 61-298-2780</p>	<p style="text-align: right;"><b>Report as of : November 18, 2010 **</b></p> <div style="display: flex; align-items: center;"> <p>Want the most <b>up-to-date</b> information? <b>Upgrade</b> to Auto-Refresh and keep this report current for a year.</p> </div>
---	---

**Need more in-depth information and analysis?**  
**Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

[>Learn more](#)

**How much credit should you extend this business?**  
**Upgrade to the Credit eValuator Plus and receive a Credit Limit Recommendation and Payment Trend information on this company**

[Learn More](#)
▶ Upgrade Now

**D&B has limited data on this business, and insufficient information to determine a Risk of Late Payment for this business. We are providing you the information we have at no charge.**

**This company will be stored in the View My Reports/Alerts page. D&B will alert you of additional information collected from the company and through external sources.**

\*\*Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

### Risk Summary

<p>- Unavailable -</p> <div style="text-align: center; font-size: 2em; margin: 10px 0;"> </div> <p>Unchanged</p> <p><b>Risk of Late Payment</b></p> <p>Risk of late payment is based on the following prioritized factors in addition to other information in D&amp;B's files:</p> <ul style="list-style-type: none"> <li>● No factors available</li> </ul> <p>Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.</p>	<p><b>Payment Performance Trend</b></p> <p>The payment performance trend for this company is Unchanged. The most recent payment information in D&amp;B's files is:</p> <ul style="list-style-type: none"> <li>● Payments currently: on terms.</li> <li>● Payments 3 months ago: on terms.</li> <li>● Industry average: 2 days beyond terms.</li> </ul> <p><small>*Note: Payments to suppliers are</small></p>
---	---

averaged weighted by dollar amounts.

### Company Profile

**Chief Executive:**  
**Years in business:**

Richard Czapinski, Prin

**Line of business:**  
Commercial Physical  
Research

### Legal Filings and Other Important Information

**Bankruptcies:** None  
**Judgments:** None  
**Liens:** None  
**Suits:** None

**Negative Payment Experiences:** None  
**Payments Placed for Collection:** None

**Need more in-depth information and analysis? Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

This report is prepared and provided under contract for the exclusive use of Pamela DALEY, City of Riviera Beach.

This report may not be reproduced in whole or in part by any means of reproduction.

10:46:28 AM 11/18/2010

**Data Contained In Search Results Is Current As Of 11/18/2010 10:47 AM.****Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Geology Business	<a href="#">HARTMAN &amp; ASSOCIATES INC DBA TETRA TECH HAI</a>	Primary	GB61 GB	Current, Active 07/31/2012
<b>Main Address*:</b> 201 E PINE STREET SUITE 1000 ORLANDO, FL 328012723				
Certificate of Authorization	<a href="#">HARTMAN &amp; ASSOCIATES, INC. D/B/A TETRA TECH HAI</a>	Primary	5814 Cert of Auth	Current, Active 02/28/2011
<b>Main Address*:</b> 201 E PINE ST, STE 1000 ORLANDO, FL 32801				
Certified General Contractor	<a href="#">TETRA TECH EC INC</a>	DBA	CGC062759 Cert General	Current, Active 08/31/2012
<b>Main Address*:</b> 19803 NORTH CREEK PARKWAY BOTHELL, WA 98011				
Construction Business Information	<a href="#">TETRA TECH EC INC</a>	Primary	QB27277 Business Info	Current 08/31/2011
<b>License Location Address*:</b> TECHNOLOGY PARK NORCROSS, GA 30092				
<b>Main Address*:</b> 19803 N CREEK PKWY BOTHELL, WA 98011				
Construction Financial Officer	<a href="#">TETRA TECH EC INC</a>	DBA	FRO1912 Fin Officer	Current
<b>Main Address*:</b> 1000 THE AMERICAN ROAD MORRIS PLAINS, NJ 07950				
Geology Business	<a href="#">TETRA TECH EC INC</a>	Primary	GB427 GB	Current 07/31/2012
<b>License Location Address*:</b> 759 SOUTH FEDERAL HIGHWAY STE 100 STUART, FL 34994-2936				
<b>Main Address*:</b> ATTN: KAREN SORAKUBO BOTHELL, WA 98011				
<b>Mailing Address*:</b> 19803 NORTH CREEK PKWY BOTHELL, WA 98011				
Certificate of Authorization	<a href="#">TETRA TECH EC, INC.</a>	Primary	9645 Cert of Auth	Current, Active 02/28/2011
<b>Main Address*:</b> 19803 NORTH CREEK PARKWAY BOTHELL, WA 98011				
Geology Business	<a href="#">TETRA TECH EM INC</a>	Primary	GB205 GB	Current, Active 07/31/2012
<b>Main Address*:</b> 3475 E FOOTHILL BLVD PASADENA, CA 91107				
Certificate of Authorization	<a href="#">TETRA TECH EM INC.</a>	Primary	7014 Cert of Auth	Null and Void, Active 02/28/2007
<b>Main Address*:</b> 3475 EAST. FOOTHILL BLVD. PASADENA, CA 91107				

Landscape  
Architect Business

TETRA TECH INC

Primary

LC26000213  
Landscape  
Bus

Null and Void,  
11/30/2007

**Main Address\*:** 201 EAST PINE STREET SUITE 1000 ORLANDO, FL 32801

Page 1 of 2



**\* denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

| [Terms of Use](#) | | [Privacy Statement](#) |

10:50:41 AM 11/18/2010

**Licensee Details**

**Licensee Information**

Name: **TETRA TECH EC INC (Primary Name)**  
 (DBA Name)

Main Address: **ATTN: KAREN SORAKUBO**  
**19803 NORTH CREEK PKWY**  
**BOTHELL Washington 98011**

County: **OUT OF STATE**

License Mailing: **19803 NORTH CREEK PKWY**  
**BOTHELL WA 98011**

County: **UNKNOWN**

LicenseLocation: **759 SOUTH FEDERAL HIGHWAY STE 100**  
**STUART FL 34994-2936**

County: **MARTIN**

**License Information**

License Type: **Geology Business**

Rank: **GB**

License Number: **GB427**

Status: **Current**

Licensure Date: **07/22/2003**

Expires: **07/31/2012**

**Special Qualifications      Qualification Effective**

[View Related License Information](#)

[View License Complaint](#)

| [Terms of Use](#) | | [Privacy Statement](#) |

10:51:01 AM 11/18/2010

**Complaint Details**

Displayed is a listing of public complaints regarding the person or entity selected. The only complaints that appear on this screen are public complaints against persons or entities that currently are licensed by the Department of Business and Professional Regulation. Such data includes complaints for which probable cause has been determined or where the subject of the complaint has waived his/her right to confidentiality. However, the department is precluded from disclosing any complaints which are confidential pursuant to Section 455.225(10), Florida Statutes. If you would like to file a new complaint it can be [filed here](#).

Complaints filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, the complaint forms and all information submitted to the Division are public records under the provisions of Chapter 119, Florida Statutes, Florida's Public Record Law. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file. The Division does not represent your private interests. Any action taken by the Division will be on behalf of the State of Florida.

Complaints created by or filed with the Division of Alcoholic Beverages and Tobacco become public upon the completion of the investigation. However, only those complaints created or filed since August 21, 2002, are available through this site. To ascertain the existence of public complaints pertaining to violations of alcohol and tobacco laws prior to that date, please submit a public records request by contacting us via phone at 850.487.1395 or via mail at Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, 1940 North Monroe Street, Tallahassee, Florida 32399-1020.

Additional search mechanisms are available to ascertain the existence of any public records pertaining to the unlicensed activity of the person or entity about which you are inquiring.

[Search for Public Records Pertaining to Unlicensed Complaints Here](#)

**Name:**

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline	Discipline Date
No Complaint Information found.							

[Terms of Use](#) | [Privacy Statement](#) |

10:52:09 AM 11/18/2010

**Licensee Details**

**Licensee Information**

Name: **Tetra Tech EC, Inc. (Primary Name)**  
**(DBA Name)**  
Main Address: **19803 NORTH CREEK PARKWAY**  
**BOTHELL Washington 98011**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Certificate of Authorization**  
Rank: **Cert of Auth**  
License Number: **9645**  
Status: **Current,Active**  
Licensure Date: **05/15/2003**  
Expires: **02/28/2011**

**Special Qualifications      Qualification Effective**

[View Related License Information](#)

[View License Complaint](#)

| [Terms of Use](#) | | [Privacy Statement](#) |



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT

November 18, 2010

Kevin Landry  
Martin County  
2401 SE Monterey Road  
Stuart, FL 34996

Dear Kevin Landry:

John Moulton, Florida Operations Manager of Tetra Tech EC, Inc. submitted a Bid for Environmental Sea-grass and Water Quality Monitoring; your name was given as a reference. Please complete this form and fax or email to Pierre Wilson at 561-842-5105 or pwilson@rivierabch.com.

I would appreciate your response to the following questions:

1. How long ago were services rendered? ONGOING
2. What was the nature of the project and value? PUBLIC BOAT LAUNCH \$2 MILL
3. What was the end result:
 

Job completed on Time?	<input checked="" type="radio"/> Yes	No
Job completed at or under budget?	<input checked="" type="radio"/> Yes	No
Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	No
4. How would you rate the overall competence of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
5. How would you rate the overall performance of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - a. Strengths GOOD WORKING RELATIONSHIP  
W/ REGULATORY AGENCIES
  - b. Weaknesses \_\_\_\_\_
7. If you had another project for which they were qualified, would you rehire them?  
Yes  No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT

November 18, 2010

Amanda Bourque  
Biscayne National Park  
9700 SW 328 Street  
Homestead, FL 33033

Dear Amanda Bourque:

John Moulton, Florida Operations Manager of Tetra Tech EC, Inc. submitted a Bid for Environmental Sea-grass and Water Quality Monitoring; your name was given as a reference. Please complete this form and fax or email to Pierre Wilson at 561-842-5105 or [pwilson@rivierabch.com](mailto:pwilson@rivierabch.com).

I would appreciate your response to the following questions:

- How long ago were services rendered? I am currently working with TTEC on a project
- What was the nature of the project and value? Coral reef restoration, \$85,000
- What was the end result:
 

Job completed on Time?	Yes	No	Not yet completed but on schedule and multiple other projects have been completed on time (as weather permits). All projects to date completed at or under budget unless we (NPS) requested a cost increase. Superior equipment.
Job completed at or under budget?	Yes	No	
Quality of equipment acceptable?	Yes	No	
- How would you rate the overall competence of this company? (Check one.)  
 Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
- How would you rate the overall performance of this company? (Check one.)  
 Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
- Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - Strengths Competent, efficient, pleasant, extremely hard-working
  - Weaknesses none apparent
- If you had another project for which they were qualified, would you rehire them?  
 Yes  No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.

**CITY OF RIVIERA BEACH  
CONTRACT FOR PROFESSIONAL ENVIRONMENTAL & WATER QUALITY  
MONITORING SERVICES**

This Contract is made as of this \_\_\_\_\_ day of December, 2010, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and TETRA TECH EC, INC. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the FIRM, whose Federal I.D. number is 25-1902191.

In consideration of the mutual promises contained herein, the CITY and the FIRM agree as follows:

**ARTICLE 1 - SERVICES**

The FIRM'S responsibility under this Contract is to provide professional monitoring services in the area of **Environmental Seagrass and Water Quality Monitoring**, as more specifically set forth in this contract, the Invitation for Bid, to wit Bid No. 285-10, hereinafter the "Bid", the Addenda and in accordance with Florida Department of Environmental Protection's Environmental Resource Permit No.50-2544014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger and Stubbs Engineering, Inc as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liasion during the performance of this Contract shall be Benjamin Guy, Purchasing Director, telephone number 561-845-4180.

**ARTICLE 2 - SCHEDULE**

The FIRM shall commence services upon execution of this contract and continue for a period of five (5) years.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO FIRM**

- A. Generally - The CITY agrees to compensate the FIRM sixty six thousand twenty four dollars (\$66,024) as indicated in Bid Proposal Sheet set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not

limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone calls, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the FIRM for any travel costs incurred as a direct result of the FIRM providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the FIRM pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the FIRM will clearly state "final invoice" on the FIRM'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the FIRM and the CITY shall have no obligations for any other costs or expenses thereafter.

#### **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the FIRM shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the FIRM'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside FIRMS.

The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the FIRM upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the FIRM; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the FIRM. Unless the FIRM is in breach of this Contract, the FIRM shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the FIRM shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the FIRM'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The FIRM warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The FIRM agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the FIRM. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the FIRM'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The FIRM is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the FIRM shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the FIRM shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The FIRM shall be responsible for the performance of all subcontractors.

#### **ARTICLE 8 - M/WBE PARTICIPATION**

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. Proposers are hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the FIRM. The FIRM shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the FIRM authorized to use the CITY'S Tax Exemption Number in securing such materials.

The FIRM shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

## **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY, the FIRM shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the FIRM has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the FIRM of its liability and obligations under this Contract.
- B. The FIRM shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The FIRM shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the FIRM from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the FIRM or by anyone directly or indirectly employed by or contracting with the FIRM.
- D. The FIRM shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the FIRM from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the FIRM or by anyone, directly or indirectly, employed by the FIRM.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the FIRM shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by section 725.08, Florida Statutes, the FIRM shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the FIRM, its agents, officers, or employees in the performance of services under this Contract.

The FIRM further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the FIRM not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The FIRM shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the FIRM each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the FIRM shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the FIRM.

#### **ARTICLE 14 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the

State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

### **ARTICLE 15 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 16 - CONFLICT OF INTEREST**

The FIRM represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The FIRM further represents that no person having any such conflicting interest shall be employed for said performance.

The FIRM shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the FIRM'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FIRM may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the FIRM. The CITY agrees to notify the FIRM of its opinion by certified mail within thirty (30) days of receipt of notification by the FIRM. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FIRM, the CITY shall so state in the notification and the FIRM shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the FIRM under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/agreement.

## **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the FIRM or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the FIRM'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the FIRM'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the FIRM is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other FIRM employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the FIRM'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

## **ARTICLE 18 - INDEBTEDNESS**

The FIRM shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The FIRM shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the FIRM and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data

developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the FIRM shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The FIRM is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the FIRM'S sole direction, supervision, and control. The FIRM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FIRM'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The FIRM does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

#### **ARTICLE 21 - CONTINGENT FEES**

The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

The FIRM shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the FIRM'S place of business.

### **ARTICLE 23 - NONDISCRIMINATION**

The FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, FIRM shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

### **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The FIRM shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the FIRM certifies that it, its affiliates, suppliers, subcontractors and FIRMS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

**ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FIRM of the CITY'S notification of a contemplated change, the FIRM shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the FIRM'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the FIRM shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the FIRM shall not commence work on any such change until such written amendment is signed by the FIRM and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**City of Riviera Beach**

**Benjamin Guy, Director of Purchasing**

**2391 Avenue L**

**Riviera Beach, FL 33404**

and if sent to the FIRM shall be mailed to:

**John Moulton III, Florida Operations Manager**

**1901 S, Congress Avenue, Suite 270**

**Boynton Beach, FL 33426**

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the FIRM agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

**ARTICLE 31 – PROTECTION OF WORK AND PROPERTY**

The FIRM shall continuously maintain adequate protection of all work from damage, and shall protect the CITY’S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY’S property shall be under the charge and care of the FIRM and the FIRM shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the FIRM shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

**ARTICLE 32 – TIME**

Time is of the essence in all respects under this Contract.

**ARTICLE 33 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and

do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 34 - WAIVER**

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

#### **ARTICLE 35 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 36 - MATERIALITY**

All provisions of the Contract shall be deemed material, in the event FIRM fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

#### **ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY**

FIRM has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, John Moulton III, Florida Operations Manager, hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 38 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

#### **ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Exhibit "A" and Exhibit "B". The FIRM agrees to be bound by all the terms and conditions set forth in this Contract and Bid No.285-10. To the extent that there exists a conflict between this Contract and Bid No.285-10, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 40 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 42 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 43 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the FIRM;
- b. The filing of any judgment lien against the assets of the FIRM related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the FIRM; or
- c. The filing of a petition by or against the FIRM for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the FIRM or the FIRM'S property; or an assignment by the FIRM for the benefit of creditors; or the taking possession of the property of the FIRM by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the FIRM; or if a temporary or permanent receiver or trustee shall be appointed for the FIRM or for the FIRM'S property and such

temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The FIRM shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the FIRM'S receipt of notice of any such default.

#### **ARTICLE 44 - WAIVER OF SUBROGATION**

The FIRM hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the FIRM shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the FIRM enter into such an agreement on a pre-loss basis.

#### **ARTICLE 45 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**CONTRACT WITH THE CITY OF RIVIERA BEACH**

**IN WITNESS WHEREOF**, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

FIRM: TETRA TECH EC, INC.

BY: \_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

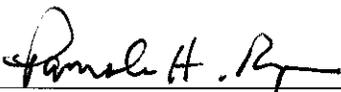
BY: \_\_\_\_\_  
JOHN MOULTON III  
FLORIDA OPERATIONS MANAGER

ATTEST:

BY: \_\_\_\_\_  
CARRIE E. WARD, MMC,  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:  \_\_\_\_\_  
PAMALA H. RYAN,  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 11/22/10

# EXHIBIT "B"

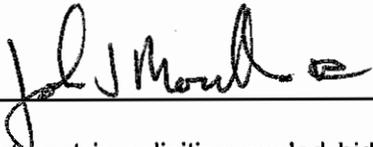
## BID COST PROPOSAL SHEET (To Be Completed By the Bidder)

### INVITATION FOR BID (IFB) # 285-10 ENVIRONMENTAL SEAGRASS AND WATER QUALITY MONITORING

Company: TETRA TECH EC, INC.

Address: 1901 S. CONGRESS AVE, STE 270, BOYNTON BEACH, FL. 33426

Contact: JOHN MOULTON

Signature of Authorized Officers: 

The City of Riviera Beach Purchasing Department is soliciting sealed bids from licensed and qualified firms capable of providing the following services listed below in accordance with Florida Department of Environmental Protection's Environmental Resource Permit No.50-0254014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger & Stubbs Engineering, Inc of Tallahassee, FL.

- 1) TOTAL COST TO PERFORM SEAGRASS MONITORING AND PROVIDE REPORTS FOR FIVE (5) YEARS IN ACCORDANCE WITH SECTION 4.1 OF THE MITIGATION PLAN AND SPECIFIC CONDITION TWENTY THREE (23) & TWENTY FOUR (24) OF THE D.E.P PERMIT. \$ 37,682.00
  
- 2) TOTAL COST TO DEVELOP WATER QUALITY SAMPLING PLAN FOR THE NUTRIENT SEPERATING BAFFLE BOX IN ACCORDANCE WITH SPECIFIC CONDITION TWENTY-SIX (26) OF THE D.E.P PERMIT. \$ 616.00
  
- 3) TOTAL COST TO PERFORM NUTRIENT SEPERATING BAFFLE BOX SEDIMENT AND DEBRIS ANALYSIS FOR A PERIOD OF FIVE (5) YEARS, STARTING WITHIN THRITY DAYS (30) OF THE INSTALLATION OF THE NSSB. \$ 17,930.00
  
- 4) TOTAL COST TO PERFORM TEN (10) SAMPLING EVENTS FOR THE FIRST FIVE (5) YEARS IN ACCORDANCE WITH SECTION 4.2 OF THE MITIGATION PLAN. \$ 9,796.00
  
- 5) TOTAL BASE BID \$ 66,024.00