

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.

for

LABORATORY SERVICES FOR WATER ANALYSIS

THIS AGREEMENT is made and entered into this 27 day of Jan, 2020 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Florida-Spectrum Environmental Services, Inc. a Florida corporation authorized to transact business in the State of Florida with offices located at 1460 West McNab Road, Fort Lauderdale FL 33309 (the "Vendor") to provide laboratory services for water analysis as a Single-Source Vendor on an as needed basis.

Now therefore, in consideration of the mutual covenants hereinafter set forth, City and Vendor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, the Vendor documentation, and the price schedule (attached hereto as Attachment "A"), all addenda issued subsequent to execution of this Agreement and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control.

2. The Work

The Vendor shall perform all work for the City required by the contract documents and Attachment "A", as set forth below on an as needed basis:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation of

copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

3. Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Attachment "A" Price Schedule and as per the approved budget.

4. Contract Term

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

5. Contract Extension

The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Agreement is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Vendor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7. Payments

Payments will be made in accordance with Price Schedule outlined in Attachment "A." and in accordance with Chapter 218, Part VII, Local Government Prompt Payment Act, Florida Statutes. Payment shall be rendered ONLY upon the City's satisfaction of goods and services rendered. Vendor shall not commence work unless the City has given the Vendor written notice to proceed. The City's Visa Credit Card will be the method of payment for this service.

8. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Vendor for the work of the Agreement shall constitute specific consideration to Vendor for the indemnification to be provided under the Agreement. The Vendor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

9. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

10. Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent Vendor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

11. Termination

11.1 Termination for Cause: Immediate

In the event the Vendor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Vendor, terminate this contract effective immediately upon receipt of notice as provided in Section 16, "Notice," below. The notice for immediate termination shall state the date of termination and Vendor shall discontinue all work under this contract on that date. In the event of immediate termination, the City shall have all legal and equitable remedies available to it, and may hold the Vendor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

11.2 Termination for Cause: Time to Correct

In the event the Vendor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Vendor consistent with section 16, "Notice," below, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Vendor to correct the conditions to the satisfaction of the City. In the event the Vendor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided below. If Vendor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Vendor shall be liable for any and all damages arising from the default and breach of the contract.

11.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice to the Vendor as provided in Section 16, "Notice," below, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Vendor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Vendor shall discontinue all work on the appointed last day of service.

12. Anti-Discrimination

That Vendor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Vendor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status,

political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

13. **Gratuities and Kickbacks**

13.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

13.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to Vendor or higher tier subcontractor any person associated therewith, as an inducement of the award of a subcontract or order.

13.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

14. **Public Records**

Vendor shall keep such records and accounts and require any and all Vendors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Vendor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Vendor is a Vendor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Vendor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Vendor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the services, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Vendor keeps and maintains public records upon completion of the services, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Vendor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

15. Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor.

16. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Email: citymanager@coconutcreek.net
cityattorney@coconutcreek.net

With a copy to the City Attorney at the same address.

VENDOR

Katherine Coral, CFO
Florida-Spectrum Environmental Services, Inc.
1460 West McNab Road
Fort Lauderdale, FL 33309
Phone: 561-715-4426
Email: kkutil@flenviro.com
Website: www.flenviro.com

17. Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

18. Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida or in the United States District Court for the Southern District of Florida.

19. Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

20. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21. Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

22. Insurance Requirements

If the Vendor is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this contract, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

22.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

22.2 Commercial General Liability

Commercial General Liability insurance, that covers commercial general liability, premises-operations, explosion & collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent Vendors, and personal injury, with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage, and in the aggregate \$2,000,000.00. Policies must include cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

22.3 Professional Liability / Errors and Omissions Coverage

If the Vendor is to provide professional services under this Agreement, the Vendor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Vendor's operations or premises, any person directly or indirectly employed by the Vendor, and the Vendor's obligations under indemnification under this contract.

Vendor acknowledges that the City is relying on the competence of the Vendor. If it is determined during construction of the project that changes must be made due to Vendor's negligent errors and omissions, Vendor shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

22.4 Automobile Liability

Comprehensive or Business Automobile Liability Insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

22.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above. A waiver of subrogation in favor of the City applies to the general liability, business automobile liability, and workers' compensation policies.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance. All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Purchasing and Contracts Division
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

22.6 Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by Vendor with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

22.7 Insurance Company and Agent

All insurance policies herein required of the Vendor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the

State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

23. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Florida-Spectrum Environmental Services, Inc. signing by and through its Director, Katharine A. Kutil duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:




Karen M. Brooks, City Manager 1/27/2020
Date



Leslie Wallace May 1/27/2020
City Clerk Date

Approved as to form and legal sufficiency:



Terrill C. Pyburn, City Attorney 1/7/20
Date

[Vendor's Signature to Follow]

FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.

ATTEST:

Debra Johnson
(Corporate Secretary)

Katherine Coral
Signature of Katherine Coral, CFO

12/30/19
Date

Debra Johnson
Type/Print Name of Corporate Secy.

Katherine Coral
Type/Print Name of CFO

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

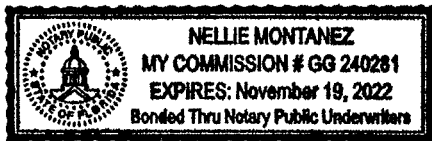
STATE OF FLORIDA:

COUNTY OF Broward: :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Katherine Coral, of Florida Spectrum Env. Svs a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 30th day of December, 2019.

Nellie Montanez
Signature of Notary Public
State of Florida at Large



Nellie Montanez
Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"

LABORATORY SERVICES FOR WATER ANALYSIS

PRICE SCHEDULE

(Standard NELAP compliant Laboratory Analysis Report Formats.)

Parameter and Test Method	Matrix	Quantity	Unit Price	Extended Price
Laboratory Services				
Total Coliform	Waters	1	\$ 20.00	\$ 20.00
THMs	Waters	1	\$ 45.00	\$ 45.00
HAAs	Waters	1	\$105.00	\$105.00
Lead	Waters	1	\$ 10.00	\$ 10.00
Copper	Waters	1	\$ 10.00	\$ 10.00
Nitrate	Waters	1	\$ 10.00	\$ 10.00
Alkalinity	Waters	1	\$ 10.00	\$ 10.00
Calcium	Waters	1	\$ 10.00	\$ 10.00
pH	Waters	1	\$ 6.00	\$ 6.00
Specific Conductivity	Waters	1	\$ 9.00	\$ 9.00

Expedited Analytical Services: Rush Turnaround Fees			
Same day <10 Hours TAT: 200% surcharge		200%	No Charge
24 Hours TAT: 100% surcharge		100%	
48 Hours TAT: 75% surcharge		75%	
72 Hours TAT: 50% surcharge		50%	

Field Sampling Services	
Sampling labor, estimated, per man hour, portal to portal	\$75.00 per/hour
Extended Discount Price off the List Price for all Drinking Water samples	50%
Other Services	
Percent solid charge (If results are needed in dry weight)	\$10.00 per/sample
UCMR5 (Unregulated Contaminant Monitoring Rule)	To be negotiated
Custom report formats, electronic deliverables, special reports, compound lists and/or reporting limits	Will be quoted per event
Requests for samples to be placed on hold will be charged a storage fee per container per day the samples are stored	\$1.00
QA/QC Summary Report including Blank, LCS Recovery, MSPK-DUP, % Recovery & RPD-Precision, Surrogates, Completeness, Acceptance Criteria as per published EPA, Methodologies, QC Physical File Numbers (Please Note on the Chain of Custody form)	15% surcharge will apply if needed

Note: Prices include appropriate containers, chemical preservatives, use of coolers, container labels, and chain-of-custody forms. City is responsible for sample transportation unless the laboratory performs the sampling or other arrangements have been made.

TERM CONTRACT SPECIFICATIONS

LABORATORY SERVICES FOR WATER ANALYSIS

1. Purpose and Intent

The sole purpose and intent of this Single-Source is to a secure firm pricing and establish a term contract for standard FDEP/NELAP/NELAC compliant laboratory analysis, report formats, field sampling services, and expedited analytical services for the City of Coconut Creek on an as needed basis. All work completed by the Lab shall be performed in a professional manner in accordance with FDEP/NELAP/NELAC standards and protocols and all applicable city, state, federal and safety regulations.

2. Collection of Samples by City

Samples will be collected by City personnel and delivered to the Lab unless otherwise instructed by the City Contract Administrator.

3. Collection of Samples by Vendor

Vendor shall collect samples as instructed by the City Contract Administrator. Sample collection sites shall be anywhere within the boundaries of the City of Coconut Creek Water Distribution system.

4. Lab Reports

All lab reports shall be produced in FDEP format and communicated electronically to the City Water Lead Operator, Supervisor and Environmental Engineering Specialist or designee along with a printed copy.

5. Additional Items/Duties

The City may require additional items/duties of a similar nature, but not specifically listed in the Agreement. The Vendor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Agreement. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other Vendors, or to cancel the contract upon giving the Vendor thirty (30) days written notice.

6. City's Responsibilities

- Order services on an as needed basis
- Provide access to work area, and equipment if applicable

7. Vendor's Responsibilities

- Be bound by all terms, conditions, and requirements of this Agreement
- Provide service during normal working hours, Monday through Friday, 7:00 a.m. to 6:00 p.m.
- Be responsible for all travel and associated expenses to and from Vendor's facility
- Provide emergency call-out service, unscheduled service, as required
- Provide the designated City Contract Administrator with a written estimate containing the following, but not limited to, a scope of work, estimated number of hours to complete work, and an estimated time of completion for each job
- Shall provide all labor, expertise, licenses, and certifications, facilities, equipment, tools, vehicles, and insurance
- Coordinate scheduling of work with the designated City Contract Administrator

8. City Acceptance

Payment shall be rendered ONLY upon the City's acceptance of completed services. Acceptance is defined as the work completed and signed off by the designated City Contract Administrator.