

**AGREEMENT BETWEEN CITY OF GAINESVILLE
AND ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.**

Continuing Contract for Remediation Services

THIS AGREEMENT is made and entered into this ____ day of _____ 2014, by and between the **CITY OF GAINESVILLE PUBLIC WORKS DEPARTMENT**, ("**CITY**"), a Florida municipal corporation, 405 NW 39th Avenue, Gainesville, FL 32609, and **ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.**, ("**ECT**"), 3701 NW 98th Street, Gainesville, FL 32606, collectively as **PARTY** or **PARTIES** respectively.

WHEREAS, CITY requires recurring remediation services for the Depot Park project for a not to exceed amount of \$159,070.71; and

WHEREAS, City of Gainesville d/b/a Gainesville Regional Utilities ("GRU") procured a continuing contract for said services with ECT; and

WHEREAS, CITY previously entered into an agreement with ECT for said services dated December 20, 2011, First Amendment dated March 15, 2012 and Second Amendment dated September 30, 2012; and

WHEREAS, CITY desires to enter into an agreement with ECT for said services under the provisions of GRU Contract No. 2008-167; and

WHEREAS, the Florida legislature amended Chapter 119, Public Records, Florida Statutes to require that each public agency contract for services include a provision that requires the contractor to comply with public records law.

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the parties agree as follows:

1. ECT shall provide remediation services under the provisions of GRU Contract No. 2008-167, Attachment A to this Agreement, herein incorporated by reference.
2. The term of the Agreement shall begin on the date first written above and will continue through June 30, 2014 and through any negotiated extensions.
3. CITY shall pay ECT in accordance with the pricing contained in the GRU Agreement and negotiated pricing as described in Attachment B, ECT's proposal letter of March 10, 2014. Payment of any amount due on this Agreement shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.
4. The parties further acknowledge and agree:
 - 4.1 This Agreement is based on GRU Contract No. 2008-167 which covers commercial terms, general and special conditions, technical specifications, governing law and insurance, except that the requirement for a project specific insurance policy shall not be applicable to this Agreement. Copies of insurance certificates and notices as they relate to this Agreement shall be sent to City of Gainesville, Public Works Department, 405 NW 39th Avenue, Gainesville, Florida, 32609.

- 4.2 Notification to CITY shall be made to Public Works Department, Administrative Services Division, at the address enumerated in 4.1 above.
- 4.3 The PARTIES agree that all references to "GRU" in Attachment "A" shall be replaced with "CITY".
- 5. Florida has a very broad public records law. By entering into this Agreement with the CITY, ECT acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, ECT shall:
 - 5.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;
 - 5.2 Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by law;
 - 5.3 Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - 5.4 Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of ECT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the Agreement between the CITY and ECT. The CITY may pursue all remedies for breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

CITY OF GAINESVILLE

By: _____

By: _____

WITNESS:

WITNESS:

Approved as to Form and Legality:

By: _____