

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between City, a political subdivision of the State of Mississippi hereinafter referred to as the “City”, represented by its Governing Body, and Tetra Tech hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DEBRIS MONITORING SERVICES, and

WHEREAS, City, after soliciting Request for Qualifications for such services pursuant to City Request for Qualifications for DEBRIS MONITORING SERVICES, November 2020 (hereinafter Request for Qualifications or RFQ), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Qualifications, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the City with DEBRIS MONITORING SERVICES, as requested and more specifically outlined in the Request for Qualifications, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Qualifications.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for 90 days, unless cancelled or terminated as provided herein. This Contract may be extended for an additional 30 days, prior to the contract expiration and upon a mutual written agreement by the City and the Contractor. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the City.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a Consultant which has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of City.

In addition to all other legal remedies available to the City, City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the RFQ, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City.

7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and the approval of said invoices by the Governing Body of the City.

8. Permits/Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Qualifications throughout the term of this contract.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor, or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Mississippi shall govern this Agreement.

13. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

14. Documents Comprising Contract. The Contract shall include this Agreement for DEBRIS MONITORING SERVICES, as well as the following documents, which are incorporated herein by reference:

- a. City's Request for Qualifications and all of its addenda and attachments issued on November, 2020; and
- b. Contractor's Certificate of Insurance required in Section C of the Request for Qualifications; and
- c. Contractor's SUBMITTAL.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the

conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DEBRIS MONITORING SERVICES as of the day and year first written above.

CITY, MISSISSIPPI
by and through its Governing Body

Mayor Nancy Depreo

ATTEST:

(Seal)

Jeannie Klein
City Clerk

CONTRACTOR

By:_____

[Corporate Seal]

ATTEST:

By:_____
(Attesting Witness' name/title)