

E. Material Safety Data Sheet, MSDS. In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

F. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

G. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

H. ATTORNEYS FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

I. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.


J. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

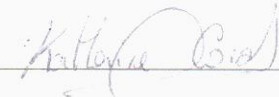
CITY OF PUNTA GORDA

CONTRACTOR: FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.

SIGNATURE:   
Howard Kunik, City Manager

SIGNATURE:   
Print Name Kyle A. Johnson

WITNESS: 

WITNESS: 

Address for giving notices:

Address for giving notices:

Procurement Division  
326 W. Marion Avenue  
Punta Gorda, FL 33950

1460 W McNab Road  
Fort Lauderdale, FL 33309

4/17/2012