

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

Bid #6613

(SAMPLE)
AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND

AGREEMENT entered into this _____ day of _____, 2013, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "**CITY**") and _____ located at _____.

W I T N E S S E T H:

WHEREAS, the **CITY** did advertise for Request for *Bids #6613* entitled Construction of Taxi Cab Waiting Room at the Portland International Jetport.

WHEREAS, the **CONTRACTOR** did under date of _____ submit a Bid for such work; and

WHEREAS, after due consideration of all the Bids, the **CITY** did award the Bid to the **CONTRACTOR**;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment, and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Bid issued to the Contractors under date of April 18, 2013 by the Assistant Purchasing Manager of the City of Portland, and also in accordance with **CONTRACTOR's** Proposal.

A copy of said Request for Bid and **CONTRACTOR's** Proposal are attached to this Agreement and made a part hereof. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the attachments hereto, all Work provided hereunder shall be warranted by

CONTRACTOR for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.

3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Automobile coverage, Professional Liability and General Public Liability insurance coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Worker's Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.
4. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
5. Prior to any payment, **CONTRACTOR** shall supply **CITY** with a waiver of lien - material and labor guaranteeing one hundred percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject to this Contract by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to **CITY** to indemnify it against any lien and as substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR's** expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **CITY's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.
6. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** Contract to the **CONTRACTOR**. The **CONTRACTOR** agrees to complete the entire work within _____ days from the Notice to Proceed. The time set for such completion may be extended only by written consent of the Jetport Facilities & Engineering Manager, or designee.

7. For the performance of all terms and conditions of this Agreement, **CITY** will pay **CONTRACTOR** \$ _____ in full payment for **CONTRACTOR's** performance.
8. Payment for such Work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the **CITY**.
9. The **CITY** may terminate this Agreement for cause by written notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
10. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay **CONTRACTOR** for all Work performed and all materials purchased to this Agreement prior to receipt of said Notice.
11. Out of concern for the public, **CITY** employees and **CONTRACTOR's** employees, all work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark Rees, its City Manager, thereunto duly authorized, and **CONTRACTOR** has caused this Agreement to be signed and sealed by _____ its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Mark Rees
City Manager

WITNESS:

CONTRACTOR

By: _____
Printed Name: _____
Its: _____

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Budget Office