

SAMPLE PRODUCT REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractors Name], [Legal Identity] (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions", "Special Conditions" and "Technical Specifications" for the following: [Title] (Bid File No. [Number]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the estimated monetary consideration of [\$[Dollar Amount], as set forth in the Bid Proposal, Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

[Signatures follow on the next page.]

SB1383 Procurement Requirement for Recovered Organic Waste Products

Bid File No. 12600921

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

[CONTRACTOR NAME],
[Legal Identity]

By: _____
[Name],
[Title]

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

By: _____
BRANDON M. COLLET Date
Senior Deputy City Attorney

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

CONTRACTOR:
[Contractor Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]