

BIOTRICKLING FILTER ODOR CONTROL SYSTEM PURCHASE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and [BFOCSS NAME], [BFOCSS LEGAL IDENTITY], hereinafter called "BFOCSS", as follows:

1. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: FOR BIOTRICKLING FILTER ODOR CONTROL SYSTEM (Bid File No. 3443) copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Bid Proposal, BFOCSS promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. The City accepts BFOCSS' 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: BFOCSS shall indemnify, hold harmless and defend the 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 the City, BFOCSS 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. BFOCSS' obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or

volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

This section shall survive termination or expiration of this Contract.

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

[BFOCSS NAME],
[BFOCSS LEGAL IDENTITY]

CITY OF FRESNO,
a municipal corporation

By: _____

By: _____

(Type or print Written Signature.)

GARY WATAHIRA
Purchasing Manager,
General Services Department

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

Dated: _____

Dated: _____

ATTEST:
CITY CLERK
YVONNE SPENCE, CMC

By: _____

By: _____
Deputy

(Type or Print Written Signature.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

Dated: _____

By: _____
Brandon M. Collet Date
Senior Deputy