

**GRANULATED ACTIVATED CARBON 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 [CDSS NAME], [CDSS LEGAL IDENTITY], hereinafter called "GACFOCSS," 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: GRANULATED ACTIVATED CARBON FILTER ODOR CONTROL SYSTEM Bid File No. 3442 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, GACFOCSS 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 GACFOCSS' 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: GACFOCSS 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, GACFOCSS 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. GACFOCSS' obligations under the preceding

