This Agreement is between the City of Veneta ("City") and XXXXXXXXXXXXXXXX ("Contractor").

Recitals

1. City is in need of services to remodel an existing workspace (including the construction of two desk areas with countertop, open shelving above), and to build and install cabinetry in the lobby area.

2. City requested quotes from local service providers, and on XXXXXXXX the City accepted a proposal dated XXXXXXXXX attached as Exhibit A.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement, unless otherwise terminated in accordance with Section 6.8, below, will be valid for a term beginning XXXXXXXXXXXXX and to be completed by XXXXXXXXXXXXX.

2. Contractor’s Obligation. Contractor will provide the following services as described in this agreement and in the solicitation documents Exhibit B for an amount not to exceed $XXXXXXX.XX

   a) Construct and install cabinet with 6 drawers, 3 cubbies, and laminate top.
   b) Construct and install cabinet with 3 drawers and full length laminate top.
   c) Construct two built in work counters with drawers and laminate tops.
   d) Construct and install two shelving units with adjustable shelves.
   e) Construct stand-alone rolling cart with drawers and hinged work top.

3. Compensation.

3.1 Compensation will be paid, up to a maximum not to exceed amount of $XXXXXXX.XX in accordance with the fee schedule set forth in Contractor’s proposal. Contractor will obtain City written approval prior to exceeding this maximum amount. Payment will be made within thirty (30) days of receipt of the invoice for the services rendered.

3.2 Invoicing. On or before the 30th day of each month, Contractor will provide an invoice to the City for actual services provided and calculated in accordance with Paragraph 3 above. Upon request, Contractor will provide the City with supporting documents and records supporting the invoiced services.
3.3 Payments. City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal, Internal Revenue Service, and state of Oregon Department of Revenue regulations.

4. Public Property. The City shall make all provisions for Contractor to enter upon public property as necessary to perform the duties under this Agreement.

5. Access to Records. Contractor shall maintain, and City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts of a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.


6.1 Modification or Amendment. No amendment to this Agreement shall be valid, unless in writing and signed by the parties.

6.2 Independent Contractor Status. Contractor is an independent contractor and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Agreement.

6.2.1 Contractor is not currently employed by City, and will not be under the direct control of City.

6.2.2 Contractor will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

6.2.3 Contractor is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

6.2.4 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

6.3 Insurance. Contractor shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, which shall protect the Contractor from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:
6.3.1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $250,000.

6.3.2. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

6.4 No Continuing Waiver. The waiver of either party of any breach of this Agreement shall not operate nor be construed to be a waiver of any subsequent breach.

6.5 Indemnification. Contractor agrees to defend, indemnify and hold City harmless from and against all claims and demands for loss or damage arising out of or in any way connected with the Contractor, its employees, officers or agents, subcontractor(s), their employees, officers or agents, intentional or negligent acts, errors or omissions in the performance of this contract.

6.6 Subcontracts and Assignment. Contractor has disclosed initial intent to hire subcontractor named in quote submittal documents. Contractor shall not further subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers’ Compensation.

6.7 Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

6.8 Termination. Either party may terminate this Agreement upon 30 days’ prior written notice to the other party provided in accordance with the Notice provision in Section 6.11, below.

6.9 Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lane County Circuit Court, upon the request of either party.
submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration as such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator’s decision shall be binding upon the parties.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, Contractor shall continue to perform work under this Agreement pending resolution of the dispute, and City shall make payments as required by this Agreement for undisputed portions of work.

6.10 Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney’s fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

6.11 Notice. Any notice provided pursuant to the terms of this Agreement may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.

6.12 Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon.

6.13 ORS Chapter 279B. The requirements contained in ORS Chapter 279B, applicable to Public Service Contracts, are incorporated in this Agreement, and attached as Exhibit C.

6.14 Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

6.15 Entire Agreement. This agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder. This agreement may not be altered except in writing signed by both parties.
DATED this ____ day of __________, 2018  

CITY:  
City of Veneta  
P.O. Box 458  
Veneta, OR 97487  

By: Ric Ingham  
Its: City Administrator  

DATED this, ____ day of ____________, 2018  

CONTRACTOR:  

By:  
Its: President
EXHIBIT C
ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(6) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq. ORS 279B.235(3).

(7) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(8) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
(10) The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms. Public Contracting Rule 137-049-0200(1)(b)(A).

(11) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(12) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.

(13) Contractor may not assign this contract, delegate its duties, or subcontract these services without prior written approval from Contracting Agency. Public Contracting Rule 137-047-0260(2)(f).