

CONTRACTOR AGREEMENT- SAMPLE

THIS AGREEMENT, made on the ____th day of _____, 20__, by and between the CITY OF OSHKOSH, party of the first part, hereinafter referred to as CITY, and Contractor Name., address hereinafter referred to as the CONTRACTOR,

WITNESSETH:

That the City and the Contractor, for the consideration hereinafter named, enter into the following Agreement. The CITY'S Bid Specifications and Insurance requirements are attached hereto and incorporated into this Agreement. The Contractor's proposal is also attached hereto and reflects the agreement of the parties except where it conflicts with the CITY'S terms within this agreement, in which case the CITY'S Bid Specifications, Insurance requirements, and other terms of this agreement shall prevail.

ARTICLE I. PROJECT MANAGER

A. Assignment of Project Manager. The Contractor shall assign the following individual to manage the project described in this contract:

(Contractor Project Manager Name & Title)

B. Changes in Project Manager. The City shall have the right to approve or disapprove of any proposed change from the individual named above as Project Manager. The City shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change.

ARTICLE II. CITY REPRESENTATIVE

The City shall assign the following individual to manage the project described in this contract:

(City Project Manager Name & Title)

ARTICLE III. SCOPE OF WORK

The Contractor shall provide services described in the CITY'S Bid Specifications dated _____, attached hereto as Exhibit A, and the Contractor's "Project Bid Proposal Form" dated _____, attached hereto as Exhibit B. Both Exhibit A and B are incorporated into this Agreement. If anything in the Contractor's proposal conflicts with the CITY'S Bid Specifications or with this agreement, the CITY'S Bid Specifications and the provisions in this agreement shall govern.

The Contractor may provide additional products and/or services if such

products/services are requested in writing by the Authorized Representative of the City.

ARTICLE IV. CITY RESPONSIBILITIES

The City shall furnish, at the Contractor's request, such information as is needed by the Contractor to aid in the progress of the project, providing it is reasonably obtainable from City records.

To prevent any unreasonable delay in the Contractor's work the City will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

ARTICLE V. TIME OF COMPLETION

The work to be performed under this contract shall be commenced and the work completed by _____.

ARTICLE VI. PAYMENT

A. The Contract Sum.

The City shall pay to the Contractor for the performance of the contract the sum of \$_____, adjusted by any changes hereafter mutually agreed upon in writing by the parties hereto.

Fee schedules shall be firm for the duration of this Agreement.

B. Method of Payment. The Contractor shall submit itemized monthly statements for services. The City shall pay the Contractor within 30 calendar days after receipt of such statement. If any statement amount is disputed, the City may withhold payment of such amount and shall provide to Contractor a statement as to the reason(s) for withholding payment.

C. Additional Costs. Costs for additional services to be negotiated and set forth in a written amendment to this agreement executed by both parties prior to proceeding with the work covered under the subject amendment.

ARTICLE VII. CONTRACTOR TO HOLD CITY HARMLESS

The Contractor covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be caused by or result from the intentional or negligent acts of the Contractor, his agents or assigns, his employees or his subcontractors related however remotely to the performance of this Contract or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the City all sums including court costs, attorney fees and punitive damages which the City may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the City's written demand for indemnification or refund.

ARTICLE VIII. INSURANCE

The Contractor shall provide insurance for this project that includes the City of Oshkosh as an additional insured. The specific coverage required for this project is identified in the CITY'S Bid Specifications dated _____, attached hereto as Exhibit A and fully incorporated into this Agreement. The Contractor is responsible for meeting all insurance requirements. The CITY does not waive this requirement due to its inaction or delayed action in the event that the Contractor's actual insurance coverage varies from the Insurance required.

ARTICLE IX. TERMINATION

A. For Cause.

If the Contractor shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to the Contractor. In this event, the Contractor shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience.

The City may terminate this contract at any time by giving written notice to the Contractor no later than 10 calendar days before the termination date. If the City terminates under this paragraph, then the Contractor shall be entitled to compensation for any satisfactory work performed to the date of termination.

This document and any specified attachments contain all terms and conditions of the Agreement and any alteration thereto shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

In the Presence of:

CONTRACTOR /CONSULTANT

By:_____

(Seal of Contractor
if a Corporation.)

(Specify Title)

By:_____

(Specify Title)

CITY OF OSHKOSH

(Witness) By: _____
Mark A. Rohloff, City Manager

(Witness) And: _____
Pamela R. Ubrig, City Clerk

APPROVED:

City Attorney I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

City Comptroller