

## PURCHASE AGREEMENT

Contractor	[Name]
Consideration	[\$CONTRACT PRICE]
Effective Date	July 1, 2025
Completion Date	June 30, 2026
Project/Goods	Project No. 2025-007 – Annual Water Treatment Chemicals

This PURCHASE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and [Contractor], for Contractor's provision of [goods] to the City.

**WHEREAS**, the City requires the procurement of certain goods described in the solicitation for Project No. 2024-007, attached to and made part of this Agreement; and

**WHEREAS**, Contractor desires to provide such goods pursuant to the compensation and conditions set forth herein.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

### A. Contractor's Duties

1. Goods. Contractor agrees to sell to City the following goods (**Goods**) subject to the terms and conditions provided in Exhibit A and this Agreement:

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2. Warranty. Contractor agrees and warrants the Goods are of the quality described in Exhibit A and fit for the purposes intended by the City. Contractor further agrees and warrants it will not make any alterations whatsoever to the Goods without the City's prior written consent.
3. Incidental Services. Contractor agrees, at its expense, to furnish the Goods to the City consistent with the terms and conditions provided in Exhibit A, including all incidental transportation, labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, and equipment required or necessary to deliver the Goods to the City (together, **Work**).
4. Insurance and Indemnity.
  - a. With respect to any Work, Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$2,000,000.



- b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
  - c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
  - d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement.
5. Payments.
- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
  - b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
  - c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
  - d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
  - e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.



## B. City's Duties

### 1. Compensation.

- a. The City agrees to compensate Contractor for the Goods in an amount not to exceed \$[contract price]. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are a condition precedent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's delivery of the Goods (subject to the City's acceptance) and an invoice detailing completion (subject to the City's approval). Payment shall be made only for Goods actually delivered and accepted as of the invoice date.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Goods (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Goods or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

2. Acceptance and Rejection. The City agrees to accept delivered Goods after it has had a reasonable opportunity to inspect them for conformity with the specifications described in Exhibit A. In all cases, the City agrees to timely inform Contractor whether the Goods are (a) conforming to the City's expectations and thus accepted, (b) nonconforming to the City's expectations but nevertheless accepted, or (c) nonconforming to the City's expectations and rejected. The Parties agree the City has the right to reject any Goods for nonconformity upon the City's reasonable determination the Goods do not conform to the specifications described in Exhibit A or are otherwise expired or damaged. If rejected, Contractor agrees to cure the nonconformity at Contractor's sole cost within 14 days of the City's notification of the non-conformity. The City reserves all rights afforded buyers under the provisions of applicable law, including the Uniform Commercial Code.

## C. Special Conditions

1. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2024-007 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.



2. Drug Testing. Upon City's request, Contractor agrees to demonstrate to the City Manager it has an employee drug testing program in place before it commences performance of this Agreement.

#### **D. General Conditions**

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement and its attachments contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
8. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the



Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

9. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* Public Works Director  
City of The Dalles  
1215 West 1<sup>st</sup> Street  
The Dalles, OR 97058

*To Contractor:* [Title]  
[Contractor]  
[Address]  
[Address]

**IN WITNESS WHEREOF**, the Parties duly execute this **PURCHASE AGREEMENT** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF THE DALLES**

**CONTRACTOR**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
[Name], [Title]

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney

