

**Small Procurement Contract  
Event Site Vendor Dock Repairs**

1. This Contract is entered into between the Port of Hood River ("Port") and \_\_\_\_\_("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A. The Port of Hood River shall pay a "Not to Exceed" amount of \$\_\_\_\_\_
2. This Contract shall be in effect from the date at which every party has signed this Contract through completion and following acceptance of the work by the Port of Hood River. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

<b>Contractor:</b>	<b>Port of Hood River</b>
Signed:	Signed:
Address;	
Phone;	

**Small Procurement Contract  
Exhibit A**

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**SCOPE OF WORK: Deliverables/ Specifications;**

- I. The Contractor shall remove rotted beams and temp support the dock while replacing the northern most beam from end to end in accordance with the plans and specifications. The Contractor shall remove approximately 15ft of the N/E most beam in accordance with the plans and specifications. The Contractor shall haul the removed beams away to a Port approved contractor secured location.
- II. The Contractor shall replace the northern most beam running east and west and approximately 15ft of beam running north and south in the north east corner of the dock in accordance with the plans and specifications. Beams were preordered and obtained and payed for by others and will be on site when the work begins. All hardware shall be provided by the contractor as part of their quote package and considered incidental to the project.
- III. The Contractor shall remove and store the fencing on site on site.
- IV. The Contractor shall cut back approximately 3ft of decking asphalt and decking wood material and haul away to a Port approved Contractor secured location.
- V. The Contractor shall reinstall the fencing in accordance with the plans and specifications. Any hardware, lumber, equipment, labor required for reinstallation shall be provided by the contractor as part of his bid package and considered incidental to the project.

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**VI. DELIVERABLES AND TIMEFRAME: Work shall be completed by April 1, 2021.**

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**VII. CONSIDERATION: Contractor shall be paid \$ \_\_\_\_\_ at the completion of the work.**

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**VIII. BILLING AND PAYMENT PROCEDURE:**

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.