



**Central Services**  
Finance and Court  
Services / Purchasing

City of Eugene  
100 West 10<sup>th</sup> Ave, Ste 400  
Eugene, Oregon 97401  
(541) 682-5055  
(541) 682-6233 FAX



**CITY OF EUGENE  
PRICE AGREEMENT  
#36000-05-001**

Commodity: **FLOOR COVERINGS**

RFB: 2005-200051

Date Issued: April 29, 2005

Contractor: **Rubenstein's Contract Carpet**  
P.O. Box 10637  
Eugene, OR 97440-2637

Contract Period:  
From: June 10, 2005  
To: June 9, 2006

Phone: (541) 484-1101  
Fax: (541) 341-3754

Payment Terms: Net 30 Days

- 1. Project** – The Project is generally described as:  
Work includes provision and installation of various floor coverings on an as needed basis in facility remodels and new construction.
- 2. Work to be Performed** - Contractor agrees to furnish all labor, material and equipment as required by the Invitation to Bid and according to the Scope of Work, Exhibit B.
- 3. Term** - The length of this contract is expected to be for one year effective upon issuance of this price agreement. At the conclusion of the contract period, the Contractor's performance will be evaluated. The City retains the option to extend the contract as specified below, upon review of prices, performance, service, and any other factors determined to affect the contract.
- 4. Renewal** - This contract may be renewed for four (4) additional one year periods upon mutual consent of contracting parties.
- 5. Term and Price Protection** - For all goods the bid price must be firm during the term of the contract. Contractor(s) may seek a unit price increase for the installation cost of floor coverings that is subject to the prevailing wage rate. The requested unit price increase shall be limited to and not exceed the percent increase in the prevailing wage rates as established and increased by The Oregon Bureau of Labor and Industry. One increase is

- a. If the Contractor does not complete work ordered on or before the specified completion date, Contractor shall pay the City, as fixed and agreed liquidated damages, the amount of 1/30<sup>th</sup> of the basic monthly rental charges for each City property not completed, for each calendar day between the completion date specified in the order and the date that accepts work as completed.
- b. If the delay is more than 30 calendar days, the City by written notice to Contractor, may terminate Contractor's right to complete installation and may, at the City's option, obtain substitute services. In this event, Contractor shall be liable for liquidated damages. Contractor also shall be liable for any additional costs associated with obtaining the substitute services.
- c. Exceptions: The contractor will not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of Contractor (Delays by subcontractors, including installers, do not qualify for this exception). Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the customer in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delay must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and its subcontractor, and without the fault or negligence of any of them, the Contractor will not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required schedule.

**23. Subcontracting** – Contractor shall not subcontract its work under this contract, in whole or in part, without City's prior approval, which may be withheld for any reason. Contractor shall require any approved contractor to agree, as to the portion subcontracted, to comply with all obligations of contractor specified in this agreement. Notwithstanding City's approval of a subcontractor, contractor shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend, and hold City harmless from all claims of its subcontractors.

**24. Other Agency Use** – Pursuant to ORS 279A.210 through ORS 279A.220, other government agencies may join together with the City of Eugene to add their requirements. Said agency/agencies shall have the power and authority to contract directly with the successful vendor(s) under the terms of this contract.

**25. Standard Terms and Conditions** – Current City of Eugene's Standard Contract Terms and Conditions are attached to and made part of this price agreement as Exhibit "A".

**26. Performance and Payment Bonds** – For projects which include labor and are greater than \$25,000, prior to the commencement of the Work, Contractor shall provide good and sufficient performance and payment bonds approved by City, each in an amount equal to the Contract Sum, for the faithful performance of the Work in all respects and indemnifying City for any claims or liens for labor, work, equipment or material provided by others in the performance of the Work.

**27. Termination and Suspension** - City may terminate this contract or suspend the Work at any time for any reason considered by City, in the exercise of its sole discretion, to be in the

entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

**32. Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: Terrence A. Green  
Rubenstein's Contract Carpet L.L.C.  
P.O. Box 10637  
Eugene, OR 97440-2637

City: Meredith Fox  
City of Eugene  
210 Cheshire  
Eugene OR 97401

or such other address as either party may provide to the other by notice given in accordance with this provision.

**33. Governing Law.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract.

**34. Effective Date.** The effective date of this contract shall be the latest date of signature by the parties.

**CITY OF EUGENE**

Signature: Carol K. Pomes

Name: Carol Pomes

Title: Purchasing Manager

Date: 6/8/05

**CONTRACTOR**

Signature: Terrence A. Green

Name: TERRENCE A. GREEN

Title: GENERAL MANAGER

Date: 6.8.05

Attachments: Exhibit A - City of Eugene Standard Contract Conditions  
Exhibit B - Scope of Work  
Exhibit C - Price List  
Exhibit D - Contractor's Bid Response