



**CLATSOP COUNTY**  
800 Exchange Street, Suite 310  
Astoria, Oregon 97103  
(503) 325-8565

Contract No. \_\_\_\_\_

### Clatsop County Contract for Construction

This Contract is by and between **Clatsop County (COUNTY)** and \_\_\_\_\_ **(CONTRACTOR)**. Whereas County has need of the services which Contractor has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$\_\_\_\_\_ to be paid to Contractor by County, Contractor agrees to perform between date of execution and \_\_\_\_\_, inclusive, the following specific construction services:

**A. The Work:** See Exhibit "A" – *attached hereto and by reference made a part hereof*

**B. Date of Commencement and Completion:** Date of Execution and

**C. Payment Terms:**

Time and materials at Contractor's standard public rate, payment due 30 days from receipt of invoice upon completion of the work.

**D. Performance Bond and Payment Bond:** (Both are required if the Work is a public improvement) Retainage shall be 5% in accord with ORS 279C.555

**E. Miscellaneous:**

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

3. **Compliance.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279C.500 through 545 (Public Contracts and Purchasing) are incorporated herein.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall

in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

7. **Worker's Compensation.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, it shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of County.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and use of Documents.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.



**ATTACHMENT B  
INSURANCE REQUIREMENTS**

During the term of this Contract Contractor shall maintain in force at its own expense, each insurance noted below:

1.  **Required by Clatsop County of contractors with one or more workers, as defined by ORS 656.027.**  
**Workers' Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
  
2.  **Required by County**     **Not required by County.**  
**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.
  
3.  **Required by County**     **Not required by County.**  
**Commercial General Liability** insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Clatsop County and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.
  
4.  **Required by County**     **Not required by County.**  
**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than (Oregon Financial Responsibility Law ORS 806.060),  \$200,000, \$500,000,  \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
  
5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Clatsop County;
  
6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Clatsop County prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.