



Clatsop County On-Call Services Application/Agreement

Name: _____ Contract#C
Address: _____
(County will fill in contract #)
City: _____ State: _____ Zip: _____
Phone: _____ Cell: _____ Fax: _____
Email: _____
Federal Tax ID #: _____ CCB #: _____

This Application is made by Contractor for placement on the Clatsop County on-call services List. Clatsop County maintains a list of qualified contractors to perform on-call services. County hires Contractors on a per job basis, with selection by Clatsop County of the prospective contractor whose qualifications will best serve the interests of the County; taking into account price as well as any other applicable factors such as, but not limited to, experience, availability, project understanding, contractor capacity and responsibility. By application to be on the County's on-call services list, Contractor agrees to the following conditions:

- 1. Insurance.** Refer to Attachment A.
- 2. Permits.** Contractor shall comply with all applicable laws and rules, and obtain and keep current during the term of this agreement, all necessary permits and licenses for the on-call services Contractor provides.
- 3. 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.
- 4. 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 District or 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.
- 5. Compliance.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279C.500 through 545, 279B.200, 279B.230, 279B.235 (Public Contracts and Purchasing) are incorporated herein.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

10. 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.

11. 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.

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

13. 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 the 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, the 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. The 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.

14. Ownership and Use of Documents. All documents, or other material submitted to the 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 Law.

15. Tax Compliance Certification. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this state during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

16. Date. For period beginning July 01, 2024 and ending June 30, 2025.

17. Prices. Prices shown on Attachment B.

FOR COUNTY:

CONTRACTOR:

(signature above)

(signature above)

Name: Don Bohn

Name:

Title: County Manager

Title:

Address:

City/State/Zip:

Date:

Date:

ATTACHMENT A INSURANCE

REQUIREMENTS

During the term of this Contract Contractor shall maintain in force at its own expense, each of the 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, each occurrence and \$2,000,000 aggregate 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.

ATTACHMENT B

Qualifications/Prices for Clatsop County On-Call Services

Company Name:

Address:

City:

State:

Zip:

Services to be provided:

1. EXPERIENCE IN FIELD: How many years of experience do you and/or your company has in the field?
(minimum requirement of three years)

2. PRIOR COUNTY EXPERIENCE: Please describe any prior experience working in Clatsop County buildings.

3. REFERENCES: Provide at least three references. Include the client name, address, telephone number and the name of a person who would serve as a reference about the work your company has done.

Client Name	Address	Telephone #	Reference
1 . N)	A)	T)	R)
2 . N)	A)	T)	R)
3 . N)	A)	T)	R)

4. PRICE QUOTE: Please provide rates. The price established by the agreement shall remain fixed for the contract period designated on agreement. **PAYMENT TERMS:** Net 30 days from approval of project and receipt of invoice.

Hourly and/or Square Foot Rate:

Overtime Rate:

Minimum Hours:

Other Charges: ***** Ego o gpw<

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5. INSURANCE-Mandatory; application will not be considered without insurance: Only Contractors with a current certificate of insurance on file with County will be called. In order to qualify, Contractor is responsible for making sure certificate is on file and current.

6. LICENSES-Mandatory; application will not be considered without proper licenses: Must have a valid Construction Contractor's Board registration or for landscaping services, a Landscaping License. In addition, trades must have all necessary licenses/certifications.

Licenses/Certifications:

Construction Contractor's Board Registration Number:

Other Licenses: