



Clatsop County Public Works  
1100 Olney Avenue  
Astoria, Oregon 97103  
503-325-8631

- Instructions for Application for Excavator Hire List:
  - Complete Application for Excavator Hire List – Make sure to give complete information regarding make and model of excavator. Attach sheet with additional machines if necessary.
  - Return completed Application to Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon, 97103 by 2:00 p.m. on July 12, 2016. Original signatures are needed, so please do not fax or email agreement.
  - Submit Certificate of Insurance with Application. Coverage must include: **Commercial General Liability Insurance**. The policy shall include coverage for Explosion & Collapse and Underground Hazard.
  - Federal Tax I.D. number: \_\_\_\_\_
- Time of Completion:
  - The list that is compiled from this solicitation will be used for a period of one year beginning August 1, 2016. **You must reapply each year to stay on the list.**
- Call Out Procedure:
  - When Clatsop County is in need of excavator services, the County will use the current excavator hire agreement list to call contractors. The order of calling Contractor's will usually be based first on price and then on availability. Proficiency of the operator will also be a consideration.
  - Contractors who perform substandard work or do not show up after they have agreed to accept a County job may not be called for the remainder of the contract period.
  - Contractor will provide County with itemized invoices for work performed.
  - Contractors who are on the list can add additional equipment to their Application during the year by submitting additional information to the Public Works Department.



## Clatsop County Excavator Hire List Application/Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cel: \_\_\_\_\_ Fax: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_ CCB #: \_\_\_\_\_

This Application is made by Contractor for placement on the Clatsop County Public Works excavator hire list. Clatsop County maintains a list of qualified contractors to perform excavation services. County hires excavators on a per day or per job basis, with selection determined by price, location and availability. The conditions for placement on the excavator list are as follows:

- 1. Insurance.** Contractor shall purchase and maintain at Contractor's expense, Commercial General and Vehicle Liability insurance. Contractor's insurance will provide separate coverage for each of the required types of insurance at a minimum of \$500,000 for property damage and a minimum of \$1,000,000 per person for bodily injury for each occurrence, \$2,000,000 aggregate. In addition, all Contractor's insurance shall name County, its Commissioners, employees and agents, as an Additional Insured. A certificate of insurance acceptable to County shall be submitted to County at time of application. Only Contractors with a current certificate of insurance on file with County will be called. Contractor is responsible for making sure certificate on file is current.
- 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 excavation 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 279B.005 through 425 (Public Procurements) are incorporated herein to the extent applicable to purchase of services. Specifically, Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - e. Promptly, as due, make payment to any persons, co-partnership association or corporation furnishing medical, surgical and hospital care pursuant to ORS 279B.230.
  - f. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
  - g. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235; employees will be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and contractor will give notice of the project hours, in writing, to employees pursuant to ORS 279B.235.
- 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

