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

- Instructions for Application for Hauling Hire List:

  - Federal Tax I.D. number: _____

  - Complete Application for Hauling Hire List and return completed application to Clatsop County Transportation & Development, 1100 Olney Avenue, Astoria, Oregon, 97103 by 2:00 p.m. on July 12, 2016. Original signatures are needed, so please do not fax agreement.

  - Submit Certificate of Insurance with Application. **Commercial General Liability** and Vehicle Insurance are required.

  - Your ODOT Motor Carrier Type of Operation must have "1A" – Intrastate for Hire.

  - The price the County paid for hauling will be determined after the closing date of the solicitation, based on an average of prices. Each size category of vehicle will have a price per hour that will be paid to all haulers. List your trucks (or attach a sheet) and proposed price per hour:
    Truck Size: _____ Proposed price per hour: _____
    Truck Size: _____ Proposed price per hour: _____
    Truck Size: _____ Proposed price per hour: _____
    Truck Size: _____ Proposed price per hour: _____

- 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 rock hauling services, the County will use the current Hauling Hire List to call contractors for availability.

  - 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.

  - Contractors will provide County with accurate itemized invoices and copies of County rock tickets showing stopping and starting times, lunch periods, number of loads and project location for all materials hauled. Weight tickets may be required.

Clatsop County Hauling Hire List Application/Agreement

Name:_____

Address: _____

Phone: _____ Cel:_____ Fax: _____

ODOT Motor Carrier Permit #: _____

This Application is made by Contractor for placement on the Clatsop County Public Works hire list. Clatsop County maintains a list of qualified contractors to perform hauling services. County hires haulers on a per day or per job basis, with selection determined by price, location and availability. By application to be on the County's hauling list, Contractor agrees to the following conditions:

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 each occurrence and $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 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. Worker's Compensation. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of $100,000.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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 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).

17. Price. The price the County paid for hauling will be determined after the closing date of the solicitation, based on an average of prices. Each size category of vehicle will have a price per hour that will be paid to all haulers.

18. Material. Material hauled under this contract is the property of County and may only hauled to designated locations.

19. Date. For period beginning August 1, 2016 and ending July 31, 2017.

FOR COUNTY:	**FOR CONTRACTOR:**
_____	_____
Signature Date	Signature Date
_____	_____
Title	Title