

CONTRACT BETWEEN CURRY COUNTY AND

[NAME OF CONTRACTOR]

This contract is made and entered into by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and _____ (Contractor).

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services of Curry County Engineer as outlined in Exhibit "A" that is attached hereto and incorporated by reference. Scope of work also includes all provisions of procurement documents unless expressly stated.

Contractor shall perform work to specifications that meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for \$ [Agreed-upon amount] per schedule in Exhibit A [Sometimes a schedule of hourly rates for personnel and equipment].

4. Commencement Date

Contractor shall begin work on the project on _____ [DATE] _____. Work will be on-going subject to termination set forth herein.

5. Termination

County shall have the right to terminate this contract in its entirety at its convenience. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. Contractor shall be entitled to payment for work done up to the date of termination.

County may terminate for non-appropriation of funds.

Contractor may terminate with 30 days' written notice for any reason or no reason.

Notice under this section by either party may be in writing or email.

6. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

C. Contractor certifies that it qualifies as an independent contractor under ORS chapter 670, ORS 670.600 and all state administrative rules.

7. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

8. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$2,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

9. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017; which requires it to provide workers' compensation coverage for all of its subject workers.

9. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

10. Severability

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

11. Applicable Laws; Incorporation of Statutory Terms

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County. Any action to enforce this contract shall be brought in Curry County Circuit Court, or Federal District Court of Oregon.

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.220 and 279B.235 that are incorporated by reference into this agreement.

12. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

13. Integration Clause

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

14. Certificate of Understanding

THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signature Page to Follow]

CONTRACTOR

By (signature)

Date

Printed Name

Street

City

State

Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Christopher Paasch, Chair

Date

Court Boice, Vice Chair

Date

Sue Gold, Commissioner

Date

Approved as to Form:

John R. HuttI, Curry County Legal Counsel