

CONTRACT FOR SERVICES

Tillamook County (COUNTY) and **Clair Company, Inc.** (CONTRACTOR).

The parties agree as follows:

EFFECTIVE DATE AND TERMINATION DATE: This Agreement shall be effective on April 1, 2022 and shall expire on December 31, 2022.

STATEMENT OF WORK: CONTRACTOR's work will be limited to the projects described below when requested by COUNTY. Work on any additional projects will require written authorization from the County. CONTRACTOR will be working on the following projects on call as needed by:

1. Structural, Mechanical, Electrical, Plumbing and Medical Gas, Manufactured Home, Park and Camp, inspections and damage assessment services on call as needed by COUNTY.
2. Perform on call Commercial Electrical Inspections when requested by COUNTY
3. Perform Commercial Structural, Fire & Life Safety, and Mechanical plan review utilizing the State adopted building codes, Reviews will be completed within 10 business days of receipt of complete detailed plans.
4. Perform residential plan review utilizing the State adopted building codes, performed off-site on an as needed basis. Reviews will be completed within 7 business days of receipt.
5. CONTRACTOR shall work directly with the applicant, contractor, design, architect or engineer to resolve any issues or non-compliance written letters for plan review deficiencies will be sent to COUNTY for use on COUNTY letterhead and distribution by COUNTY upon request.
6. Any correspondence or correction notices and letters sent to any persons by CONTRACTOR shall be copied to the COUNTY Assistant Building Official or Community Development Director in the Assistant Building Officials absence.
7. Administrative assistance as requested.

PAYMENT FOR WORK: COUNTY shall pay CONTRACTOR:

- A. Mileage/Vehicle expenses are to be reimbursed to CONTRACTOR at a daily rate for travel to and from the COUNTY Office at a daily flat rate of \$80.00 per day worked in the COUNTY for all services per CONTRACTOR employee requested.
- B. A flat fee of 75% of the plan review fee and fire and life safety review fees for all requested plan review services. CONTRACTOR will include up to one re-review of permits/plans not approved on the initial plan review. Any additional reviews or revised plan revisions will be charge at the hourly rate of \$90.00 per hour.
- C. All costs for shipping of plans and permit documents will be billed to the COUNTY at actual shipping costs only and only when review is requested by COUNTY.
- D. A not-to-exceed amount of \$100,000.

PAYMENTS: Payments shall be made within 30 days of receipt of the bill. In the event that a dispute arises regarding CONTRACTOR's billing, COUNTY shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Contractors shall provide any necessary documentation to support its billing to COUNTY.

COUNTY shall pay for additional services to include: Preconstruction meetings and any other meetings requested by the COUNTY where applicable. The COUNTY shall pay actual mileage at the government rate plus \$90.00 per hour while travelling to and attending these additional services **only when requested** and approved by the COUNTY.

COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to public contracts and the work to be performed under this Agreement.

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CONFIDENTIAL INFORMATION: During the course of this Agreement CONTRACTOR may have access to confidential information of COUNTY and may participate in confidential discussions with COUNTY. CONTRACTOR shall not disclose confidential COUNTY information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of COUNTY.

INDEPENDENT CONTRACTOR: CONTRACTOR, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, CONTRACTOR agrees they will be solely responsible for payment of Federal or State taxes as required as a result of this Agreement; they are not entitled to any benefits generally granted to COUNTY employees; CONTRACTOR is solely liable for any Worker's Compensation coverage under this Agreement. CONTRACTOR is not carrying out a function on behalf of COUNTY, and COUNTY does not have the right of direction or control of manner in which CONTRACTOR delivers services under this Agreement or exercise any control over the activities of CONTRACTOR. CONTRACTOR is not an officer, employee, or agent of COUNTY as those terms are used in ORS 30.265 and not intended to entitle the CONTRACTOR nor any of its Agents to any benefits generally granted to COUNTY employees. COUNTY is not, by virtue of this Agreement, a partner or joint venture with CONTRACTOR. In connection with activities carried out under this Agreement and shall have obligation with respect to CONTRACTOR's debts or any other liabilities of each and every nature. CONTRACTOR is an agent of the COUNTY for the purpose of building code enforcement.

IDEMNIFICATION HOLD HARMLESS: CONTRACTOR shall defend, save, hold harmless and indemnify the COUNTY and its officers, directors, agents, employees, and volunteers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of CONTRACTOR.

DELEGATION, SUBCONTRACTS AND ASSIGNMENTS: CONTRACTOR shall not delegate or subcontract any of the work required by this Agreement or assign or transfer any of its interest in this Agreement, without the prior written consent of the COUNTY.

TERMINATION: This Agreement may be terminated at any time by mutual consent of both parties. COUNTY or CONTRACTOR may terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered mail or in person.

OWNERSHIP OF WORK: All work of CONTRACTOR that results from this Agreement (the "Work Product") is the exclusive property of COUNTY. COUNTY and CONTRACTOR intend that such Work product be deemed "work made for hire" of which COUNTY shall be deemed author. COUNTY Shall have final administrative authority and oversight of the building program, permit fees, and administrative responsibility for discretionary decision making, appeals and compliance with Oregon Building Codes Division rules applicable to program administration.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with laws of the State of Oregon, Tillamook, County.

INSURANCE: CONTRACTOR shall have Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, naming the COUNTY of TILLAMOOK, its officers, agents, and employees as an additional insured.

Professional services, if provided, under this Agreement, also required Professional, Errors/Omissions coverage with the minimum limits of \$1,000,000 per occurrence.

Services under this Agreement which include use of vehicles to deliver scope of services require Automobile coverage with a minimum combined single-limit of \$500,000.

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All contractors must comply with Worker's Compensation insurance requirements under ORS 656.017, requiring CONTRACTOR and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employers' Liability insurance with coverage limits of not less than \$500,000 must be included.

Insurance certificates meeting insurance requirements will be submitted upon request prior to commencement of services under this Agreement.

CONTRACTOR DATA AND SIGNATURE

Contractor Mailing Address (remit payment and notices):

**Clair Company, Inc.
525 NW Second Street
Corvallis, OR 97330**

Federal Tax Id:

Business Designation: Corporation-for Profit

I have read this Agreement. I understand this Agreement and agree to be bound by its terms.

Clair Company Inc.

Signature:

Title:

Name: **David Flemings, C.B.O., Code Services Manager**

Date:

TILLAMOOK COUNTY, Oregon

Name: David Yamamoto (please print name) Date: August 17, 2022

Signature: _____ Title: Chair, Board of Commissioners