(Project Name)  (Agency)  , Contract No.

CONTRACT

THIS CONTRACT, made and entered into, in duplicate, this

Enter date

by and between the Insert Local Public Agency Name, by and through its governing body or authority to enter into this Contract (“Agency"), and Insert Contractor Name and form of business, a(an) (Oregon) corporation/partnership/joint venture, authorized to do business in the State of Oregon (“Contractor”).

WITNESSETH:

 That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Specifications, the Special Provisions and other required provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer, and according to such directions as may from time to time be made or given by the Engineer or Agency under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

 That the applicable plans, the applicable Specifications, the Special Provisions and other required provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

 That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the State. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

 In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable plans, Specifications, Special Provisions, other required provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer and to his satisfaction, and, on Federal‑Aid Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal‑Aid Road Act and all amendments thereto, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable Specifications or Special Provisions.

(Project Name) (Agency) , Contract No.

 IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

Agency

 Date

Contractor

 Address:

 (Oregon Contractors Board (Expiration Date)

 Registration Number)

#  By

 Authorized Official Signature Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 By

 Authorized Official Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

## CERTIFICATION OF WORKERS’ COMPENSATION COVERAGE

Agency:

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers’ Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. 🞏 “Carrier-Insured Employer” (State Accident Insurance Fund Corp. or other

 authorized insurer)

 Insurance Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ID/Policy Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 🞏 “Self-Insured Employer” (Certified by the Workers’ Compensation Division)

 ID number as assigned by the

 Workers’ Compensation Division\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 🞏 I am an independent contractor and will perform all work under this contract

 without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it

will immediately notify the Agency of said cancellation or change and will obtain alternate coverage.

 Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Contractor’s Signature)

### REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers’ Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers’ Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.