

**WASCO COUNTY SOIL AND WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is between Wasco County Soil and Water Conservation District, hereinafter called District, and [____], hereinafter called Consultant. This contract is for the Community Wildfire Defense Grant (CWDG) Project, specifically Project # [____] as defined in the Scope of Work.

This contract shall become effective concurrent with the date of the last signature. This is known as the contract execution date. No services shall be performed prior to the contract execution date. The contract shall expire, unless otherwise terminated or extended, on [_____].

Generally, the work consists of piling and burning slash along priority roadways within the CWDG footprint. The work is specifically defined in EXHIBIT A, Scope of Work.

District agrees to pay Consultant for accomplishment of the work, a sum not to exceed [_____] which shall include all allowable expenses. Consultant progress payments shall be made according to the schedule identified in EXHIBIT D, Consultant Compensation.

The following exhibits are made part of this Contract by reference and/or attachment.

- EXHIBIT A: Scope of Work
- EXHIBIT B: Insurance
- EXHIBIT C: Critical Date Schedule
- EXHIBIT D: Consultant Compensation

THIS CONTRACT, which includes attached paragraphs 1-12 and all attached Exhibits and the District's solicitation, constitutes the entire agreement between the parties. The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this contract. There are no understandings, agreements, or representations, oral or written, regarding this contract except as specified or referenced herein. Consultant, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

Approved by Consultant

Name/Title	Date

Approved by District

Name/Title	Date

1. Effective Date and Duration

The Consultant shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. The Consultant and the District shall mutually agree upon a schedule for the performance of the Consultant's services, allowing time for the District's review and approval of submissions. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured. All work shall be completed, and deliverables provided not later than contract expiration.

2. Access to Records

For not less than three (3) years after contract expiration, the District and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of this contract is involved in litigation, Consultant shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Full access will be provided to the District in preparation for and during litigation.

3. Funds Available and Authorized

District reasonably believes at the time of entering into this contract sufficient funds are available and authorized for expenditure to finance costs of this contract within the District's current appropriation or expenditure limitation.

4. Indemnity and Insurance

a. Indemnity - Claims for Other than Professional Liability

Consultant shall defend, save, and hold harmless the District, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Consultant or its sub-Consultants, agents, or employees under this contract.

b. Indemnity - Claims for Professional Liability

Consultant shall indemnify and hold harmless the District, their officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Consultant or its sub-Consultants, agents or employees to the extent such claims are caused by the Consultant or its Sub-Consultants in performance of professional services under this Contract.

c. Consultant shall provide certificates of insurance as required in EXHIBIT B.

5. Employment Status

a. Consultant is not an officer, employee, or agent of the State or District as those terms are used in ORS 30.265.

b. Consultant is not a contributing member of the Public Employees Retirement System and will be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this contract. Consultant will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or Workers' Compensation, except as a self-employed individual. If this payment is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

6. Successors & Assignments

a. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

b. After the original contract is executed, the Consultant shall not enter into any new sub-Consultant agreements for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the District.

7. Compliance with Applicable Law

a. Consultant agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this contract. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the District and the Consultant arising out of or related to this contract shall be brought and maintained solely and exclusively in the Circuit Court of Wasco County in The Dalles, Oregon. Provided, if any litigation arising under this contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon. Consultant hereby consents to the personal jurisdiction of all courts within the State of Oregon.

b. Consultant shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

8. Tax Compliance

By signature on this contract, Consultant hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon law. For the purpose of this certification, "Oregon Tax Laws" are ORS chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Home Owners and Renters Property Tax Relief Program under ORS 310.630 to 310,690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

9. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

10. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

11. Waiver

The failure of the District to enforce any provision of this contract shall not constitute a waiver by the District of that or any other provision.

12. Termination

a. This contract may be terminated by written, mutual consent of the parties. In addition, this contract may be terminated by the District by written notice to the Consultant specifying the termination date of the contract. This right to terminate shall be exercised in good faith, for any reasonable cause, including but not limited to: insufficient District funding; new or modified federal or state laws, regulations, or guidelines; denial, revocation, or other loss or invalidation of any license or certificate required to be held by Consultant; Consultant's death or other inability to perform or complete the scope of work set forth in EXHIBIT A.

- b. Consultant's timely and accurate performance is of the essence of this contract. District, by delivering written notice of default, may immediately terminate this contract, in whole or in part, if the Consultant:
- (1) fails to provide the services called for in EXHIBIT A within the times specified or allowed under this contract; or
 - (2) fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from District, does not correct such failures within seven (7) calendar days, or such other period as District may authorize.
- c. Upon receiving a notice of termination, and except as otherwise directed in writing by the District, Consultant shall immediately cease all activities related to the Work.
- d. As directed by the District, Consultant shall upon termination, deliver to the District all project documents, information, and other property that, if the contract had been completed, would be required to be furnished to the District. By Consultant's signature on this contract, Consultant allows District to use said documents for their intended use, without restriction.
- e. The rights and remedies of the District provided in the above clause related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

EXHIBIT A: Example Scope of Work – CWDG Project

Project Description

This project involves establishing defensible space and creating a fuel break within a designated CWDG project area. Work will occur along identified roadway segments and adjacent lands, following site-specific prescriptions developed through the CWDG prioritization process and landowner participation. Activities include vegetation clearing, slash management, coordination with relevant partners, and adherence to all applicable regulations.

Scope of Work

- **Coordinate with relevant partners** involved in the CWDG program to confirm project boundaries, access, and safety considerations.
- **Mobilize equipment and personnel** necessary to complete vegetation management and related tasks.
- **Vegetation management** clear, trim, and remove vegetation (trees, brush, and other fuels) within the prescribed project footprint, following the site-specific prescription to reduce wildfire hazards.
- **Pile trees and slash** in accordance with the project prescription to facilitate later burning or disposal.
- **Conduct pile burning** when authorized and in coordination with appropriate partners, following all safety and regulatory requirements.
- **Move rocks or other obstacles** as needed to maintain safe access for project equipment and emergency vehicles, ensuring relocated materials do not create new hazards.
- **Follow all landowner prescriptions** and requirements established through the CWDG program and participating partners.
- **Demobilize equipment and personnel** upon completion of work.
- **Submit a final report and invoice** to the SWCD, including itemized receipts and a detailed description of work completed.

EXHIBIT B: INSURANCE PROVISIONS

During the term of this contract, Consultant shall maintain in force at its own expense, each insurance noted below:

1. Required of Consultants with one or more workers, as defined by ORS 656.027. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
2. General Liability insurance of not less than \$1,000,000 each occurrence with a combined single limit of not less than \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the State of Oregon, the District, and their divisions, officers, and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this contract;
3. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable;
4. There shall be no cancellation, material change, reduction or limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant's insurer(s) to the District;
5. As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the District prior to its issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Consultant shall be financially responsible for all pertinent deductibles, self-insurance retention, and/or self-insurance.

EXHIBIT C: CRITICAL DATE SCHEDULE

These dates are established to ensure compliance with grant timelines. Progress reviews will be conducted at the indicated points however, the dates are subject to negotiation during contract development.

Pre-Construction Meeting	[_____]
Mobilization, work begins	[_____]
Project Complete, construction inspection (Est)	[_____]
Invoice to SWCD	[_____]

EXHIBIT D: CONSULTANT COMPENSATION SCHEDULE

Billing Date*	Progress	Billing Amount
Monthly	In accordance with Exhibit C	TBD, NTE [_____]

*Payment terms Net 30. Invoices shall be itemized and include performance dates of the work completed (start & end).