

**SOUTH FORK JOHN DAY WATERSHED COUNCIL
CONTRACTING POLICY**



ADOPTED, _____

COUNCIL CHAIR: PRINT

COUNCIL CHAIR: SIGNATURE

1. Purpose of Contracting Policy

A. It is the policy of the South Fork John Day River Watershed Council (SFJDWC or Council) in adopting the Contracting Policy to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

- (1) Promoting impartial and open competition;
- (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
- (3) Taking full advantage of evolving procurement methods that suit the contracting needs of Council as they emerge.

2. General Authority. The SFJDWC Coordinator shall be the Purchasing Manager for the SFJDWC and is hereby authorized to award all SFJDWC contracts for which there is an appropriation. Without limiting the generality of the foregoing, the Purchasing Manager shall adopt public contracting rules for the award of personal services contracts and concession agreements and shall hear all solicitation and award protests.

3. Independent Contractor. It is the express intention of the parties that Contractor performs the Services as an Independent Contractor. Nothing in this Agreement will or may in any way be construed to constitute Contractor or Contractor's agents, employees, or contractors as an agent, employee, or representative of SFJDWC or Council. Without limiting the foregoing in any regard, Contractor is not authorized to bind Company to any liability or obligation or to represent that Contractor has any authority on behalf of SFJDWC or Council. Contractor must furnish (or reimburse SFJDWC or Council for) all tools and materials necessary to perform the Services, and will incur all expenses associated with performance. Contractor is obligated to report as income all compensation received by Contractor under this Agreement.

4. Standards for Contracting Rules. When adopting public contracting rules, the Purchasing Manager shall establish practices and procedures that:

- (1) Do not encourage favoritism or substantially diminish competition;
- (2) Allow SFJDWC to take advantage of the cost-saving benefits of alternative contracting methods and practices;
- (3) Give preference to goods and services that have been manufactured or produced in the State of Oregon if price, fitness, availability and quality are otherwise equal; and
- (4) Give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from non-recycled products.

5. Advertising. Exercising its total discretion, the Council will advertise by any means appropriate; electronically, newspaper, or directly, in order to obtain competitive bids.

6. Definitions. The following terms used in these regulations shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the SFJDWC until the contract is executed and delivered by SFJDWC.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the SFJDWC, and under which the concessionaire makes payments to the SFJDWC based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the SFJDWC Board of Directors.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by the SFJDWC Coordinator, which prohibits a potential contractor from competing for the SFJDWC public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by the SFJDWC under which the SFJDWC relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy savings performance contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data;

public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the SFJDWC.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, archeologists, hydrologist, artists, designers, computer programmers, performers, consultants and property managers. The Council Coordinator shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the SFJDWC of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the SFJDWC. "Public improvement" does not include:

- (1) Projects for which no funds of the Council are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
- (2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Purchasing Manager means

The SFJDWC Coordinator or designee appointed by the SFJDWC Board of Directors to exercise the authority of the Purchasing Manager under these public contracting regulations. Solicitation Agent and Contracting Officer are at times used interchangeably with Purchasing Manager.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the SFJDWC with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the SFJDWC requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation, the SFJDWC Coordinator or person designated by the SFJDWC Coordinator to conduct the solicitation and make an award.

Solicitation documents means all informational materials issued by the SFJDWC for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

- (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;

- (2) A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- (3) A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- (4) Qualified legally to contract with the SFJDWC;
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and
- (6) Not been debarred by the SFJDWC, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

7. Contractor Hiring, Contract Review and Management

The Council's Board of Directors is responsible for retaining and managing independent contractors and consultants. This includes approving contractor contracts, work plans and payments. Furthermore, the Council's Board of Directors will, as necessary, complete contract reviews.

A. Retaining Contractors without Conflict of Interest and under \$25,000

For contracts with estimated project budgets under \$25,000 with no conflict of interest Board of Directors may select and award contracts by majority vote in collaboration with Council Coordinator. . Council Coordinator will be asked to price local qualified contractors to secure reasonable rates. These contracts will be reported at the following Council meeting. The Council is not obligated to hire the lowest bidder. The Council will rely heavily on technical expertise of project designer/engineer to recommend contractors for a project; however, the Council is not obligated to hire recommended contractors. The Council can also decide to complete bid solicitations for projects under \$25,000, but is not required to do so.

B. Retaining Contractors with Conflict of Interest or for over \$25,000

Contracts with estimated project budgets over \$25,000 require a bid solicitation process approved by the Board of Directors. Retaining a contractor requires approval by majority of the Board of Directors in collaboration with Council Coordinator. These contracts will be reported at the following Council meeting.

If there is a conflict of interest, Board of Directors will review bid(s) and award contract by majority vote with the conflicted director abstaining from the vote.

Potential Conflict of Interest

If a landowner, or relative of a landowner or Council member, is interested in competing for a contract the following will be required:

- Individual typically provides the services professionally.
- Individual has training, licensing and insurance to provide service.
- Priority will be given when:
- Individual provides a discounted rate (the discount will be tracked as in-kind contribution) and/or donates time or materials.

Modifying Contracts or Extending Services

Board of Directors can modify contracts or extend services of existing approved contractors without a bid solicitation.

8. Insurance. Any Contractor retained by the Council must provide proof of insurance in the form attached as Appendix A. Unless this requirement is waived in writing by the Council, acting in its discretion.

APPENDIX A: INSURANCE REQUIREMENTS

INSURANCE: _____ (“SUBCONTRACTOR”) AGREES TO CARRY INSURANCE EQUAL TO OR GREATER THAN THAT LISTED BELOW AND NAME WATERSHED COUNCIL. AS AN “ADDITIONAL INSURED” WHERE INDICATED.

COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY

- \$1,000,000. EACH OCCURRENCE
- \$2,000,000. GENERAL AGGREGATE
- \$2,000,000. PRODUCTS/COMPLETED OPERATIONS AGGREGATE
- \$1,000,000 PERSONAL & ADVERTISING INJURY
- \$100,000 DAMAGE TO RENTED PREMISES (ECOS HAS HIGHER LIMIT)
- \$5,000 MEDICAL EXPENSE
- \$1,000,000 AUTO LIABILITY

WATERSHED COUNCIL MUST BE NAMED AS AN ADDITIONAL INSURED. THIS INSURANCE IS REQUIRED TO BE PRIMARY AND NON-CONTRIBUTORY AND INCLUDE A WAIVER OF SUBROGATION. THE ADDITIONAL INSURED ENDORSEMENT MUST INCLUDE PRODUCTS AND COMPLETED OPERATIONS; ISO CG 20 10 OR ITS EQUIVALENT AND ISO CG 20 37 OR ITS EQUIVALENT. PLEASE ATTACH A COPY OF THE ENDORSEMENT TO THE CERTIFICATE OF INSURANCE
INSURANCE MUST BE MAINTAINED CONTINUOUSLY

WORKERS COMPENSATION

- \$500,000 EMPLOYER LIABILITY
- COMPLIES WITH ALL APPLICABLE WORKERS COMPENSATION LAWS OF THE STATE OF OREGON
- CERTIFICATE OF INSURANCE ONLY
- WORKERS COMPENSATION MUST CONTAIN A WAIVER OF SUBROGATION

IN WITNESS WHEREOF, _____ “and “SUBCONTRACTOR” have executed this agreement, effective the date of the last authorized signature.

BY: _____, INC.
(COMPANY NAME)

BY: _____
SUBCONTRACTOR (COMPANY NAME)

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
SUBCONTRACTOR (AUTHORIZED SIGNATURE)

DATE: _____ DATE: _____

Appendix "B"

Example Bid Solicitation

SOUTH FORK JOHN DAY RIVER WATERSHED COUNCIL

INSTRUCTIONS TO BIDDERS

General Instructions

A. Bid Procedure

(1) Bid Submission

Sealed bids will be received by the USFJDWC until (____*p.m.*) Prevailing Local Time, on *Day, Month, Year,* for the purpose of: (Project Name)

Mail or Hand Deliver (1) complete copy to:

Amy Stiner
USFJDWC
P.O. Box 522
Mt. Vernon, OR 97865

Bids received after the date and time stated above will not be considered.

(2) Bid Response Procedures

The response must be made on the provided "Bid Response Form". The signature of the bidder supporting the bid must appear in the space provided on page two (2) of the "Invitation for Bid" and the completed bid must be submitted in its entirety. Any deviations from these conditions may be considered sufficient justification to reject the bid.

Bid forms must be filled out in ink or other permanent means. All erasures and corrections must be initialed in ink. A legal authorized representative for the contractor must properly sign all Bids.

Telephone and Facsimile bids will not be accepted.

(3) Pre-Bid Conference

A mandatory pre-bid conference and site tour will be held on **(Date), at (Time),** Prevailing Local Time. Participants will meet at _____. **Attendance for the meeting is mandatory.** If you have any questions please contact Amy Stiner, (541-792-0435).

(4) Clarification of Specifications

Any clarifications or protests to the specifications should be detailed in official correspondence to the Purchasing/Contracting Manager and be received five (5) days or more prior to the bid opening date. It shall be the sole responsibility of the bidder to understand all of the provisions of the bid invitation and contract specifications.

(5) Clarification of Bid Responses

The Purchasing/Contracting Manager reserves the right to obtain clarification of any point in the firm's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a

bidder to respond to such a request for additional information or clarifications may result in rejection of that firm's bid.

(6) Alteration of Bids

Bids may not be completed, amended or clarified on the face of the bid after the official bid opening.

(7) Time Bid Valid

All bids must be firm for 30 calendar days from the closing date of the bid.

(8) Bid Award

The USFJDWC reserves the right to award the entire Project to one Contractor, or divide the project and award to multiple contractors.

(9) Certification For Debarment and Suspensions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspensions, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copy of Certification attached, see Attachment "A".

THE RIGHT IS EXPRESSLY RESERVED TO REJECT ANY AND ALL BIDS.

The undersigned proposes to furnish the services or goods herein mentioned at the price indicated, all in accordance with the specifications and provisions as herein set forth, attached hereto and made a part hereof.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same goods or services, and is in all respects fair and without collusion or fraud.

By: _____
(Signature of Authorized Bidder)

Please Print: _____
(Legal Name of Firm or Corporation)

Address: _____

Title: _____

Date: _____

Phone #: _____

SOUTH FORK JOHN DAY RIVER WATERSHED COUNCIL

BID RESPONSE FORM

(Project Name)

Bid Opening: (Date)

(List Bid Items and Total Amount)

Please list years of experience: _____

Please list at least 2 references, include phone numbers:

Company Name: _____

Name (please print): _____ Signature: _____

Title: _____

Mailing Address: _____

Date: _____

BID DOCUMENT

PROJECT DESCRIPTION

SCOPE OF WORK & SPECIFICATIONS

1. Descriptions of work:

a. **Contractor will:**

b. **USFJDBC Will:**

2. Work Site Location:

3. Planning:

4. Permitting:

5. Project Oversight:

6. Trash Removal:

Contractor is responsible for removing any temporary facilities or trash resulting from the work.

7. Services and Materials Provided by Contractor:

Attachment "A"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency (or by a State or Tribal Agency);
- (b) Have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local, or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local, or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local, or Tribal) terminated for cause or default.

*South Fork John Day River Watershed Council Contracting Policy
Adopted MM/DD/YYYY*

I understand that a false statement on this certification may be grounds for rejection of this proposal or terminated of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Primary participant understands that these certification requirements extend down to all lower tiered transactions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Attachment "B"
Statement of "No Bid"

Title: Project name

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of USFJWC procurements, you must return this Statement of "No Bid." Persons or businesses that fail to respond with a bid or this Statement of "No Bid" to three (3) consecutive solicitations may be removed from the USFJWC mailing list.

If you elect not to submit a bid/proposal, please indicate the reason below and return this form to Amy Stiner, at the mailing address above.

We do not offer this product/service or an equivalent

Our schedule would not permit us to perform

Insufficient time to respond to solicitation

Unable to meet specifications

Specifications not clear

Unable to meet bond and/or insurance requirements

Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)

Subcontractor (submitted bid to General Contractor)

Other (please explain) _____

REMARKS:

COMPANY: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

Guidelines

Appendix I

Contract Requirements

Appendix II

Project Specifications

Appendix "C"

Contract Example

CONTRACT AGREEMENT

The South Fork John Day River Watershed Council (SFJDWC or Council) and (contractor name) (CONTRACTOR) agree as follows:

1. Term of Contract.

The Term of this contract shall be from _____ to _____.

2. Performance of Services.

During the term of this contract, the CONTRACTOR shall provide the service described in Appendix "A" attached hereto and incorporated by reference. Throughout the term of this contract and in the course of performing the services, the CONTRACTOR is and shall be an independent contractor, free from control and/or direction over the performance of such services by the COUNCIL. Further, the CONTRACTOR shall in no sense be considered an employee or agency of the COUNCIL, nor shall CONTRACTOR, its servants, agents, employees or subcontractors be entitled to, or eligible to participate in any benefit(s), privilege(s), or plan(s) given or extended by the COUNCIL to its employees.

3. Project Coordinator.

The COUNCIL will name a Project Coordinator in Appendix "A" who will serve as the COUNCIL'S contract administrator for this contract. During the term of this contract, the Project Coordinator will have the following responsibilities and/or authorities:

- (A) Approval of the CONTRACTOR'S invoice(s) for payment;
- (B) Monitor the CONTRACTOR'S compliance with the terms of the contract;
- (C) Notify the Council immediately of any breach of contract on the part of the CONTRACTOR and/or the COUNCIL;
- (D) Approval of minor contract modifications and changes which do not affect the contract price or substantially alter the scope of services.

4. Payment.

The COUNCIL agrees to pay the CONTRACTOR for service(s) rendered in accordance with the terms and conditions specified in Appendix "A" attached to this instrument. This contract carries no additional cost or expenses reimbursement and payment(s) are based solely upon the rate(s) noted in Appendix "A".

5. Benefits and Taxes.

- (A) The CONTRACTOR is not eligible for any Federal Social Security, State Worker's Compensation, or Unemployment Insurance benefits from the COUNCIL by virtue of payment(s) received from the COUNCIL except as a self-employed individual.
- (B) The CONTRACTOR is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payment(s) received from the COUNCIL, if any, and all employer taxes, charges and/or obligations on behalf of servants, agents or employees of the CONTRACTOR.

6. Reporting Requirements

The CONTRACTOR shall furnish reports to the COUNCIL at the intervals designated in Appendix "A".

7. Contractor's Representation.

The intent of this contract is to secure for the COUNCIL, the service(s) specified in Appendix "A" and to preclude the CONTRACTOR from engaging in similar service(s) during the term of this contract which would be averse to the interest(s) of the Council. The CONTRACTOR therefore represents that he/she has no outstanding obligations to other organizations, and will not enter into any other obligations or agreements during the term of this contract, which, in the sole opinion of the COUNCIL, would conflict with the interests of the COUNCIL.

8. Modification Options.

This contract may be modified by concurrence of both parties; and all such modifications must be documented. This instrument, including any attached appendix(s) and/or modification(s) contains the entire and only agreement made between the COUNCIL and the CONTRACTOR.

9. Termination.

- (A) The COUNCIL shall have the right and the power to terminate the whole or any part of this contract upon the occurrence of any of the following:
 - (1) Failure of the CONTRACTOR to perform the services listed in Appendix "A" within the specified time period; and/or failure to correct such nonperformance within ten (10) calendar days of notification of "failure to perform".
 - (2) Failure of the CONTRACTOR to perform any of the other provisions of this contract, or failure to progress so as to endanger performance of the contract.

- (3) Unauthorized disclosure of information.
- (4) Without cause, upon thirty (30) calendar days written notice.
- (B) The CONTRACTOR shall have the right and power to terminate the whole or any part of this contract upon the occurrence of any of the following:
 - (1) Failure of the COUNCIL to make payment for the CONTRACTOR'S services in accordance with the provisions specified in Appendix "A" under payment terms.
 - (2) Without cause, upon thirty (30) calendar days written notice.
- (C) The rights and remedies of the COUNCIL provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under the terms of the contract.

10. Liquidated Damages

Liquidated damages for delay shall be assessed against the CONTRACTOR for failure to perform all of the services listed in Appendix "A", page 1, within the specified time period if the delay is caused by the CONTRACTOR, CONTRACTOR'S employees and agents, or any person or entity for whose acts the CONTRACTOR may be responsible. Liquidated damages will be charged at the rate of \$50.00 per day for every day the CONTRACTOR exceeds the specified date for the completion of the contract.

CONTRACTOR'S Acknowledgment _____

11. Public Domain Information

In carrying out this project, CONTRACTOR will not access any private property without first obtaining verbal or written consent from the landowner of the private property. All monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.410 to 192.505.

12. Compliance with Law.

CONTRACTOR, its subcontractors, servants, agents and employees shall comply with all applicable laws, rules and regulations in the performance of the contract.

13. Records Retention.

The CONTRACTOR agrees to provide access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions to the Federal Grantor Agency, the Comptroller General of the United States and of their duly authorized representatives and

the COUNCIL for a period of not less than three (3) years from the termination and/or completion of this contract.

14. Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in said suit or action or appeal there from.

15. Notices.

Any notice required or permitted under this contract shall be given when actually delivered or when deposited in the United States mail as certified mail addressed to the parties as indicated below their signatures, or to any such other address as may be specified from time to time by either of the parties to the other in writing.

16. Indemnity Agreement.

CONTRACTOR shall indemnify, defend, save, hold harmless, AND HOLD THE SFJDWC from any claim, suits, actions, losses, damages, liabilities, costs and expenses of any nature, arising out of or related to any activity of the CONTRACTOR pursuant to this contract, to the fullest extent allowed by applicable law. This provision shall survive any termination of the contract pursuant to paragraph nine hereof.

17. Documents.

Attached hereto and made a part of this contract are the following documents: (Appendix "A, B, and C").

IN WITNESS whereof, the said parties have hereunto set their hands the day and year as follows.

Dated this _____ day of _____, 20__.

COUNCIL:

THE SOUTH FORK JOHN DAY
RIVER WATERSHED COUNCIL

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

Social Security number or Employer

Identification number (for 1099).

By: _____

Address:

Title: Authorized Contracting Officer

Appendix “A”

Project: _____

Term of Contract: From: _____ To: _____.

Project Coordinator: _____

Payment Terms:

(1) The basic CONTRACTOR’S fee to be paid by the COUNCIL will be

\$_____ per Contract.

(2) Any indirect costs associated with the CONTRACTOR’S performance of the service(s) are included in the basic CONTRACTOR’S fee specified in part (1) above.

(3) Additional financial reimbursement shall be made as follows: (list, or insert none).

The total amount of the money expended for all fees and expenses contained in this paragraph during the term of the contract shall not exceed **\$_____ per Contract.**

The COUNCIL shall have no obligation or responsibility to the CONTRACTOR for fees and expenses incurred by the CONTRACTOR in excess of this amount.

(4) The COUNCIL will make payment(s) to the CONTRACTOR for services rendered which the Project Coordinator has approved. Such approved payments will be made within thirty (30) calendar days of receipt of the CONTRACTOR’S approved invoice(s).

Payment Schedule:

Service	Date	Amount

Services to be provided:

Appendix "B"

SCOPE OF WORK & SPECIFICATIONS

1. Descriptions of work:

a. Contractor will:

b. SFJDWC Will:

2. Work Site Location:

3. Planning:

4. Permitting:

5. Project Oversight:

6. Trash Removal:

7. Services and Materials Provided by Contractor:

Appendix C

Project Specifications & Guidelines

Project Map