PROFESSIONAL SERVICES AGREEMENT – ENGINEERING SERVICES

This Professional Services Agreement (this "Agreement") is made and entered into effective on _____, 202__ (the "Effective Date") between Tumalo Irrigation District ("TID"), an Oregon irrigation district, whose address is 64697 Cook Ave, Bend OR 97703, and _____ ("Contractor"), an _____, whose address is _____.

RECITAL:

TID desires to retain Contractor to serve as TID's District Engineer for various matters and/or projects as they arise. Contractor will perform the Services (as defined below) for and on behalf of TID in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Engineering Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following engineering services and/or projects for and on behalf of TID (collectively, the "Services"): (a) those certain engineering services described on the scope of services attached hereto as Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described on the attached Schedule 1.1; and (c) such other engineering and related services requested by TID's District Manager from time to time. Contractor will (w) consult with and advice TID on all matters concerning the Services reasonably requested by TID, (x) communicate all matters and information concerning the Services to the District Manager and perform the Services under the general direction of the District Manager, (y) devote such time and attention to the performance of the Services as TID deems necessary or appropriate, and (z) perform the Services to the best of Contractor's ability. Contractor acknowledges and agrees that TID may cause or direct other persons or contractors to provide services for and on behalf of TID that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 On-Call Process – Task Order. Subject to the terms and conditions contained in this Agreement and in addition to any other Services required under this Agreement, Contractor will perform certain task-based Services requested by TID from time to time as further described in Schedule 1.1. Upon TID's identification of any task-based Services, TID and Contractor will discuss the applicable task-based Services, including, without limitation, the anticipated fees and schedule for completing the task-based Services (the "Consultation"). After the Consultation, TID will provide Contractor written notice, which notice will be substantially in the form attached hereto as Exhibit A (each a "Task Order"), containing a description of the requested task-based Services, Contractor's performance obligations, the payment methodology for the requested task-based Services, and the schedule for completion of the task-based Services. Within five (5) days after TID's delivery of a Task Order, Contractor will provide TID written notice confirming whether Contractor will provide the task-based Services requested under the Task Order. If Contractor is willing to provide the requested task-based Services, Contractor will provide the requested task-based Services subject to and in accordance with this Agreement and the applicable Task Order. If Contractor is unable to provide the requested task-based Services, Contractor will not provide the task-based Services requested under the applicable Task Order. Each executed Task Order will become an attachment to this Agreement. Notwithstanding, TID may elect to solicit proposals from others for any project and/or task for which TID has consulted with Contractor under this Section 1.2.

1.3 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule(s) established under Section 1.2. Notwithstanding anything contained in this

Agreement to the contrary, TID's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, TID will pay Contractor at the rates and/or fees identified in Schedule 2.1 and/or each applicable Task Order. Contractor will submit monthly invoices to TID concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by TID. TID will pay the amount due under each Invoice within thirty (30) days after TID has reviewed and approved the Invoice. No compensation will be paid by TID for any portion of the Services not performed. TID's payment will be accepted by Contractor as full compensation for performing the Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by TID under this Agreement for the performance of the Services will not exceed the amount(s) TID and Contractor agree upon in each applicable Task Order and in no event will total compensation under this Agreement exceed Two Hundred and Fifty Thousand Dollars ($250,000.00).

2.2 No Benefits; No Reimbursement. TID will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. TID will not reimburse Contractor for any expenses Contractor incurs to perform the Services except as approved in a Task Order.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of TID. Contractor is not an employee of TID. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of TID to specify the desired results. This Agreement does not create an agency relationship between TID and Contractor and does not establish a joint venture or partnership between TID and Contractor. Contractor does not have the authority to bind TID or represent to any person that Contractor is an agent of TID. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. TID will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to TID as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized under _____ law, validly existing and in good standing, and otherwise authorized to conduct business in Oregon under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of

Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, with the care and skill ordinarily exercised by other professionals practicing under similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than $1,000,000 per occurrence, $2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than $1,000,000 per occurrence, $2,000,000 in the aggregate; (c) errors and omissions/professional liability insurance with limits of not less than $1,000,000 per occurrence, $2,000,000 in the aggregate; (e) employer liability insurance with limits of not less than $500,000 per occurrence and in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to TID, will list TID and each TID Representative (as defined below) as an additional insured (other than errors and omissions insurance), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of TID. If Contractor is unable to obtain a required insurance policy on an occurrence basis, Contractor may obtain such policy on a claims-made basis, at comparable levels of coverage, provided such policy have an extended reporting period, or tail coverage, for three (3) years following the completion of the Services. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to TID. Contractor's insurance will be primary and any insurance carried by TID will be excess and noncontributing. Contractor will furnish TID with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by TID. If Contractor fails to maintain insurance as required under this Agreement, TID will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon TID's demand.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, TID, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, Davis-Bacon requirements if applicable, and all applicable TID rules and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification.

4.5.1 To the fullest extent permitted by the Laws, Contractor shall defend, indemnify, and hold harmless TID and each present and future TID elected official, employee, officer, agent, and representative (collectively, "TID's Representatives") from, and against, all non-party claims, actions, proceedings, damages, liabilities, injuries, losses, demands, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, (collectively, "Claims") resulting from or arising out of, whether directly or indirectly, (1) Contractor's and/or the Contractor's members, managers, shareholders, principals, officers, agents, employees, directors, representatives, and/or contractors (individually and collectively, "Contractor's Representatives") breach of this Agreement, (2) death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, (3) any alleged violation or infringement of a non-party' intellectual property or contract rights by Contractor or Contractor's Representatives, (4) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and (5) any negligent or willful acts or omissions by Contractor or Contractor's Representatives other than professionally negligent acts, errors, or omissions. Notwithstanding the Contractor's defense obligations, the TID may assume its own defense and settlement of any claims at Contractor's expense. TID reserves all rights to pursue any claims it may have against the Contractor in the event TID assumes its own defense.

4.5.2 Contractor shall indemnify and hold harmless TID and TID's Representatives from and against all non-party Claims resulting from or related to the professionally negligent acts, errors, or omissions of Contractor or Contractor's Representatives including, without limitation, death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders caused in whole or in part by Contractor or Contractor's Representatives.

4.5.3 Contractor shall defend TID and TID's Representatives from and against all non-party Claims resulting from or related to the professionally negligent acts, errors, or omissions of the Contractor or Contractor's Representatives to the extent Contractor's liability or fault as determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and not to exceed the proportionate fault of the Contractor.

4.5.4 This Agreement shall not be construed to require any indemnification obligation, duty to defend, and/or insurance coverage prohibited by state law and any conflict with state law will yield to a construction requiring the greatest degree of indemnification, duty to defend, and/or insurance coverage permitted under state law.

4.5.5 Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the "Deliverables") to TID upon the earlier of TID's request or the termination of this Agreement. All copies of the materials provided to TID will become the property of TID who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. TID acknowledges that TID's modification and/or reuse of the Deliverables without Contractor's prior approval will be at TID's sole risk. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against TID), and Contractor will be liable to TID for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Contractor agrees to provide TID or any of TID' duly authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement and/or the Services for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all

books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the TID recorder of the order and complies with any applicable protective or similar order. Contractor will promptly notify the TID recorder of any unauthorized use, communication, or disclosure of any Confidential Information and will assist TID in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of TID's request or termination of this Agreement, Contractor will immediately return to TID all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by TID, Contractor will execute a written certification satisfactory to TID pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to TID in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by TID as confidential and/or any documentation, information, and/or materials relating to or concerning TID's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include TID's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until _____, 2028 unless sooner terminated or extended as provided in this Agreement. This Agreement may be extended for one (1) additional term of one year by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of TID and Contractor, and/or (b) TID may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by TID, Contractor must immediately discontinue performing any Services.

5.2 Termination for Cause. Either party may terminate this Agreement for cause in accordance with Sections 5.2.1 and 5.2.2 and/or if the other party fails to fulfill its obligations that are essential to the completion of the Services subject to the terms and conditions contained in this Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law and/or under this Agreement.

5.2.1 Termination by TID. Notwithstanding anything contained in this Agreement to the contrary, TID may terminate this Agreement in whole or in part, if Contractor fails to: (a) perform the Services within the time specified in this Agreement or a Task Order or by TID approved extension; (b) make adequate progress so as to endanger satisfactory performance of the Services; (c) fulfill Contractor's obligations under this

Agreement that are essential to the completion of the Services; (d) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with TID and/or that otherwise reflects adversely on the reputation or operations of TID; (e) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with TID; (f) continuous or repeated problems occur in connection with the performance of the Services; and/or (g) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by TID in its sole discretion. Upon receipt of the notice of termination, Contractor must immediately discontinue all Services affected unless the notice directs otherwise. TID agrees to make just and equitable compensation to Contractor for satisfactory Services completed up through the date Contractor received the termination notice; provided, however, compensation will not include anticipated profit on non-performed Services. Subject to Section 4.5, TID agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this Section 5.2.1. If, after finalization of the termination action, TID determines, in TID's sole discretion, that Contractor was not in default of this Agreement, the rights and obligations of the parties will be the same as if TID issued the termination for convenience under Section 5.1(b). If Contractor breaches or otherwise fails to perform any Contractor representations, warranties, covenants, and/or obligations under this Agreement, TID may, in addition to any other remedy provided to TID under this Agreement, pursue all remedies available to TID at law and/or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

5.2.2 Termination by Contractor. Contractor may terminate this Agreement in whole or in part, if TID: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; and/or (c) suspends the Services for more than one hundred eighty (180) days due to reasons beyond the control of Contractor. Upon receipt of a notice of termination from Contractor, TID agrees to cooperate with Contractor for the purpose of terminating this Agreement or portion thereof, by mutual consent. If TID and Contractor cannot reach mutual agreement on the termination settlement under this Section 5.2.2, Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon TID's breach of this Agreement. In the event of termination due to TID breach, Contractor may invoice TID to receive full payment for all Services performed or furnished in accordance with this Agreement and all justified reimbursable expenses, if any, incurred by Contractor through the effective date of termination. TID agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this Section 5.2.2.

5.3 Consequences of Termination. Upon termination of this Agreement, TID will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to any TID obligations under Section 5.2. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by TID will not constitute a waiver or termination of any rights, claims, and/or causes of action TID may have against Contractor. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to TID all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without TID's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), TID and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by TID and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

TID:
Tumalo Irrigation District,
an Oregon irrigation district

_____
By:
Its:

Federal Tax Id. No.: _____

CONTRACTOR:
_____,
an _____

_____
By:
Its:

Federal Tax Id. No.:_____

Schedule 1.1
Scope of Services

Contractor will perform the Services on an as-need basis subject to and in accordance with the terms and conditions contained in this Agreement. Contractor will be available as necessary for consultation. TID does not guaranty any minimum hours of service or schedule. Subject to the terms and conditions contained in this Agreement, Contractor will provide engineering and related services for and on behalf of TID, including, without limitation, the following:

A. Basic Engineering Services. TID may require general engineering services from Contractor for day-to-day issues, projects, and/or tasks, including, without limitation, the following: (a) attend TID board meetings as requested; (b) coordinate and work with TID staff; (c) review plans and specifications for TID facilities; (d) troubleshoot TID facilities and make recommendations for improvements; (e) provide planning for TID facilities; (f) respond to all manner of general civil engineering requests at the TID; and/or (g) prepare standards and guidelines.

B. Task-Based Services. Subject to the terms and conditions contained in this Agreement, including, without limitation, Section 1.2, TID may direct Contractor to undertake and perform specific projects for TID that have a defined scope of work, are relatively larger in scale, and/or for any other reason TID desires to assign the work on a task-basis to Contractor.

Schedule 2.1
Schedule of Compensation

[attached]

Exhibit A
Template Task Order

(attached)