

**CITY OF WILSONVILLE
MASTER GOODS AND SERVICES CONTRACT
ON-CALL ARBORIST SERVICES**

This On-Call Arborist Services Master Goods and Services Contract (“Contract”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ [corporation/LLC] (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires on-call arborist services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require; and

WHEREAS, this Contract is a permissive cooperative procurement pursuant to ORS 279A.215 (i.e., other contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this contract).

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

The City is periodically in need of a variety of arborist services, some of which may be on short notice. Contractor agrees to be available and to perform periodic on-call services, as more particularly described in the general Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services” or “Work”). Each time a Service is ordered, Contractor will be provided with an on-call Task Order to complete and sign, the form of which is attached hereto as **Exhibit B**. All Services contemplated under this Contract will be on projects directly funded by the City of Wilsonville and where no federal funds are involved. Each Task Order will be sequentially numbered and signed by both parties. No Services will begin until both parties have signed the Task Order.

Section 2. Term

The term of this Contract shall be from the Effective Date until June 30, 2026 (the “Term”). The Term may be extended, at the City’s option, for the periods July 1, 2026 to June 30, 2027, and July 1, 2027 to June 30, 2028. More than one Contractor will be awarded an on-call contract to perform Services needed and there is no guarantee of any minimum amount of work or compensation under this Contract.

Section 3. Rates/Services Scope

3.1. The maximum compensation amount (“Compensation Amount”) for On-Call Services for the Term and for each subsequent renewal is solely at the discretion of the City of Wilsonville. Each Task Order under this Contract may not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). On-Call Services will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit C**. If Contractor charges for travel time, the amount charged for travel time or any mileage charged for travel time shall only be paid as set forth on **Exhibit C**. Otherwise, the Rates on **Exhibit C** are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT). The Rate Schedule may be renegotiated no more than once per calendar year. If the City and Contractor cannot agree on the Rate Schedule for the next year, this Contract will terminate.

3.2. Contractor will be paid for a Service upon satisfactory completion of the corresponding Task Order and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

3.3. The Budgeted Amount is for all On-Call Services performed under this Contract and those contracts the City may have with other on-call Contractors, if any.

Section 4. Project Managers

The City’s Project Manager is Brie Galareaux. Contractor’s Project Manager is _____. Contractor shall only take direction from the Project Manager unless otherwise stated in the Task Order.

Section 5. Project Information

No information, news, or press releases related to the Scope of Work, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 6. Duty to Inform

If, at any time during the performance of this Contract or any future phase of this Contract for which Contractor has been retained, Contractor becomes aware of actual or potential problems, faults, or defects in the Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor must give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 7. Subcontractors and Assignments

7.1. Except as identified as named subcontractors and for which Rate Schedules are provided in advance and approved by the City Project Manager for a specific Task Order, Contractor shall not subcontract with others for any of the Services prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Contractor are not subject to additional reimbursement by the City.

7.2. The City has the right to enter into other contracts for the project, to be coordinated with this Contract. Contractor must cooperate with the City and other firms, engineers or subcontractors on the project so that all portions of the project may be completed in the least possible time and within normal working hours.

Section 8. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Contract is at Contractor's sole risk. All damages or loss to Services, equipment, or materials incurred during the performance of the Services shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Contractor's Services so such Services meet the requirements of the project. Contractor hereby

represents that no subcontractors will be used on the Services unless first preapproved, in writing, by the City.

Section 9. Contractor Responsibilities

9.1. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract, as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

9.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Some Task Orders may be issued in conjunction with a public works project, subject to ORS 279C.800 to 279C.870, to which the Bureau of Labor and Industries (BOLI) prevailing wage requirements apply. In such cases where the Services being performed include labor (performed either by Contractor's own employees or any subcontractor) that is subject to payment of prevailing wages, Contractor must adhere to the requirements of ORS 279C.838 and 279C.840, when applicable. Information on Oregon BOLI wage requirements for this project, if applicable, are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled "Prevailing Wage Rates for Public Works Contracts," effective January 5, 2025, and all subsequent amendments, and can currently be found at the following website address, which will be subject to update quarterly: <http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. If and when applicable, Contractor and any subcontractor shall file a certificate of wage rate as required by ORS 279C.845. Contractor may be liable to covered workers for failure to pay the required prevailing wage, including fringe benefits, under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract. Contractor must make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor must pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees are Contractor's responsibility. Unless otherwise expressly set forth on **Exhibit C** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Contractor's Compensation Amount is based.

9.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

9.4. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this

provision will be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor must comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Services: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Services provided for in this Contract.

9.6. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.7. With certain exceptions listed below, Contractor must not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person must be paid at least time and a half for:

9.7.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.7.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.7.3. All Services performed on the days specified in ORS 279B.020(1)(b) for public contracts.

9.8. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Services on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.9. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and must comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.11. In the performance of this Contract, Contractor must comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in its bid document, not caused by Contractor and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.12. Contractor will be liable for any fine imposed against Contractor, the City, or the Services as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

9.13. Contractor must maintain and provide proof of a statutory public works bond, when applicable, to be determined based on the Task Order.

9.14. Contractor will work cooperatively with other Contractors who may be working on the same project and other Contractors working on other on-call services for the City.

Section 10. Contract Requirements Applicable to All Task Orders

10.1. All Services must comply in every respect with City and State building code requirements, City of Wilsonville Public Works Standards, and all applicable Oregon laws.

10.2. Contractor must have and maintain all licenses as may be necessary or required for the performance of the Services.

10.3. If there are any questions regarding the Services to be done, it will be the responsibility of Contractor to contact the City's Project Manager and request clarification before proceeding.

10.4. In the event of accidental property damage, it will be Contractor's responsibility to return the property to its original condition, at no cost to the City.

Section 11. Indemnity

11.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, reimburse, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor hired by Contractor; all costs incident to Contractor's hiring of assistants or employees; or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other Services performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

11.2. Standard of Care. In the performance of the Services, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Services not meeting this standard without additional compensation. Contractor's re-performance of any Services, even if done at the City's request, will not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 12. Insurance

12.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the Term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Services hereunder. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor must provide at least the following minimum limits and coverages at all times during performance of this Contract:

12.1.1. Commercial General Liability Insurance. Contractor must obtain, at Contractor's expense, and keep in effect during the Term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall

be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence; and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract. All of the foregoing coverages must be carried and maintained at all times during this Contract.

12.1.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$1,000,000** per claim. Contractor must maintain this insurance for damages that result from the errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

12.1.3. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

12.1.4. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law must comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

12.1.5. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-

Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the Term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

12.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor is responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Contractor for which Contractor has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 13. Early Termination; Default

13.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Contractor will be paid to complete any Services in process and, thereafter, this Contract shall be deemed terminated.

13.2. This Contract may also be terminated if Contractor breaches this Contract and fails to immediately cure the breach within ten (10) days of receipt of written notice of the breach from the City.

13.3. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension

must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

13.4. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, Sections 9.12, 10.4, 11, 17, and 18 will survive the expiration of the Term or termination of this Contract under **Section 13**. Contractor shall surrender to the City items of work, or portions thereof, for which Contractor has received payment or the City has made payment.

Section 15. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Contractor's control. Should the City suspend, delay, or interrupt the Services and the suspension is not within Contractor's control, then the City shall extend the time of completion by the length of the delay.

Section 16. Contract Modification

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 17. Notices

Any notice required or permitted under this Contract must be in writing and must be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:	City of Wilsonville
	Attn: Brie Galareaux
	29799 SW Town Center Loop East
	Wilsonville, OR 97070

To Contractor:

Attn: _____

Section 18. Miscellaneous Provisions

18.1. Integration. This Contract, including all exhibits attached hereto, along with each executed Task Order between the City and Contractor, is deemed to be the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. Further, the recitals to this Contract are incorporated into and shall constitute part of this Contract. In case of conflict among these or any other documents, the provisions of this Contract will control, and the terms most favorable to the City, within the City's sole discretion, will apply.

18.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

18.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Contract, Contractor must adhere to all applicable federal, state, and local laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements.

18.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

18.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it is expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Contract, all documents attached to this Contract, and all contract documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

18.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

By: _____

Name: _____

As Its: _____

EIN/Tax I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

Exhibit A

MGSK-2025-XXX

GENERAL SCOPE OF WORK

Contractor has been selected as qualified to provide On-Call Arborist Services. The general Scope of Work for ***On Call Arborist Services for Contract MGSK-2025-XXX*** includes any combination of the activities described herein and applies only to services directed and contracted for by City of Wilsonville personnel and performed on applicable City of Wilsonville projects.

All Services shall be performed by persons qualified and experienced in the particular work task to be conducted and shall be performed by, or under the direction of, an appropriate licensed or certified professional in the State of Oregon.

All Services shall be performed and invoiced on a Time and Materials basis according to the Contract terms and the Rate Schedule attached as **Exhibit C**, unless modified, in writing, by a specific Task Order. The Contract and this general Scope of Work do not guarantee any particular level of work and do not preclude the City from separately contracting for the same or similar services with other contractors.

Task Order:

In general, detailed instructions for the specific Services to be provided by the Contractor will be documented by the City in the form of a sequentially numbered Task Order (see **Exhibit B**), which must be signed by both parties before the Services commence. The Task Order will be created through negotiations with the Contractor and will include a Task-specific schedule and a Task-specific Not-to-Exceed cost. Additions or deletions to a Task Order that are identified subsequent to execution of the Task Order will be processed as set forth in the Contract.

For all Services performed, the Contractor shall submit a hard copy written summary to the Project Manager, documenting the specific technical details of the activities conducted. Other hard copy and electronic deliverables, such as Technical Memoranda, computer output files, drawings, and/or other files shall be identified in individual Task Orders.

Exhibit B
MGSK-2025-XXX
TASK ORDER # _____
On-Call Arborist Services
(No Federal Funds)

DATE: _____

City Reference #: _____

This Task Order is executed pursuant to a Master Goods and Services Contract for **On-Call Arborist Services** ("Agreement"), by and between _____ (Contractor) and the City of Wilsonville (City), dated _____, 20____. All Terms and Conditions of the Contract shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified below:

(Describe any exception, if any, or indicate Not Applicable)

Scope of Work

Contractor shall perform all of the Tasks as attached hereto as Exhibit 1 on a Time and Materials Not-to-Exceed basis, according to Contractor's Rate Schedule attached to the Contract and the Task-Specific cost proposal, attached hereto. The Total Task Order Not-to-Exceed Price is \$_____. Per Oregon Public Contracting law, the value of services under this Task Order, plus any previous or continuing services for the same project, shall not exceed \$250,000.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20____. All Services shall be completed by said date, unless extended by the parties, in writing.

Contractor

City of Wilsonville

Signature

Signature

Printed Name and Title

Printed Name and Title

Exhibit C
MGSK-2025-XXX
RATE SCHEDULE

[Placeholder]