

**CITY OF WILSONVILLE
MASTER PROFESSIONAL SERVICES AGREEMENT
ON-CALL CIVIL ENGINEERING AND RELATED SERVICES**

This On-Call Civil Engineering and Related Services Master Professional Services Agreement (“Agreement”) 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 “Consultant”).

RECITALS

WHEREAS, the City requires on-call civil engineering and related services which Consultant is capable of providing, under terms and conditions hereinafter described; and

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

WHEREAS, Consultant 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 Services

The City is periodically in need of a variety of civil engineering and related consulting services, some of which may be on short notice. Consultant agrees to be available and to perform periodic on-call services, as more particularly described in the general Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein (respectively, the “Services” and the “Scope of Services”). Each time a Service is ordered, Consultant 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 Agreement 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 work will begin until both parties have signed the Task Order.

Section 2. Term

The term of this Agreement 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 Consultant 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 Agreement.

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, or the sum of multiple Task Orders for the same project, is limited to a maximum value of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), irrespective of whether these Services are performed in the initial or subsequent Term renewal. On-Call Services will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit C**. If Consultant 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 Consultant cannot agree on the Rate Schedule for the next year, this Agreement will terminate.

3.2. Consultant 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 Consultant as promptly as is reasonably possible.

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

Section 4. Project Managers

The City’s Project Manager is Zach Weigel. Consultant’s Project Manager is _____. Consultant 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 Services, 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 Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant 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 Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 7. Subconsultants and Assignments

7.1. Except as identified as named subconsultants and for which Rate Schedules are provided in advance and approved by the City Project Manager for a specific Task Order, Consultant must not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant'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 Agreement 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 Consultant are not subject to additional reimbursement by the City.

7.2. The City has the right to enter into other agreements for the project, to be coordinated with this Agreement. Consultant 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. Consultant must furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 8. Consultant Is Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Agreement is at Consultant's sole risk. All damages or loss to Services, equipment, or materials incurred during the performance of the Services shall be at Consultant's sole risk. Consultant 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 Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant'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 Consultant's

Services so such Services meet the requirements of the project. Consultant hereby represents that no subconsultants will be used on the Services unless first preapproved, in writing, by the City.

Section 9. Consultant Responsibilities

9.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant 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 Consultant. If Consultant 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 Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

9.2. Consultant 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 Consultant's own employees or any subcontractor or subconsultant) that is subject to payment of prevailing wages, Consultant 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, Consultant and any subconsultant or subcontractor shall file a certificate of wage rate as required by ORS 279C.845. Consultant may be liable to covered workers for failure to pay the required prevailing wage, including fringe benefits, under ORS 279C.840(5). Consultant must include a contract provision in compliance with this paragraph in every subcontract. Consultant must make all required workers compensation and medical care payments on time. Consultant 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. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant 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 Consultant'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 Consultant's Compensation Amount is based.

9.3. No person shall be discriminated against by Consultant or any subconsultant in the performance of this Agreement 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 Agreement, in whole or in part, by the City. Consultant must comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Services.

Consultant must have a City or Metro business license. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement 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.

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

9.5. Consultant 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 Consultant, of all sums which Consultant 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.

9.6. With certain exceptions listed below, Consultant 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:

9.6.1. 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

9.6.2. 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

9.6.3. All Services performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

9.7. Consultant 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 Agreement, 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.

9.8. The hourly rate of wage to be paid by any Consultant 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.

9.9. Consultant, and all employers working under the Agreement, are subject employers under the Oregon Workers Compensation Law and must comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Agreement, Consultant 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 Agreement, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Consultant encounters a condition not referred to in its bid document, not caused by Consultant 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 Consultant shall have all the rights and obligations set forth in ORS 279C.525.

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

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

9.13. Consultant will work cooperatively with other consultants who may be working on the same project and other consultants 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. Consultant 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 Consultant to contact the City's Project Manager and request clarification before proceeding.

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

Section 11. Indemnity

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, 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 Consultant's negligent acts, omissions,

errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of any subcontractor or subconsultant hired by Consultant; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. 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 Consultant 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 Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, 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 Consultant's negligent performance of this Agreement, 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), Consultant 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 Consultant.

11.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant'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 Consultant's failure to perform in accordance with the applicable standard of care of this Agreement or within the prescribed timeframe.

Section 12. Insurance

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

12.1.1. Commercial General Liability Insurance. Consultant must obtain, at Consultant's expense, and keep in effect during the Term of this Agreement, 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 Agreement 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 Agreement.

12.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **\$2,000,000** per claim. Consultant must maintain this insurance for damages that result from the errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

12.1.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant 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. Consultant and all employers providing work, labor, or materials under this Agreement 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. Consultants 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 Consultant 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 Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant'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 Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the Term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant 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. Consultant is responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Consultant for which Consultant 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, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 13. Early Termination; Default

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

13.2. This Agreement may also be terminated if Consultant breaches this Agreement 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 Agreement in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, 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, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant 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 Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

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

Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, Sections 9.11, 10.4, 11, 17, and 18 will survive the expiration of the Term or termination of this Contract under **Section 13**. Consultant shall surrender to the City items of work, or portions thereof, for which Consultant 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 Consultant. 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 Consultant's control. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant'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 Agreement shall not be enforceable or binding unless reduced to writing and signed by both the City and Consultant.

Section 17. Notices

Any notice required or permitted under this Agreement 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: Zach Weigel, City Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: _____
 Attn: _____

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, along with each executed Task Order between the City and Consultant, 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 Agreement are incorporated into and shall constitute part

of this Agreement. In case of conflict among these or any other documents, the provisions of this Agreement 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 Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Consultant may not assign this Agreement, 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 Agreement, Consultant 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 Agreement 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 agreements are hereby incorporated by reference and shall become a part of this Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

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

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

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 Agreement, 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 Agreement 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 Agreement, 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 Agreement.

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. 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 Agreement 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 Agreement 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 Agreement, the City and Consultant acknowledge that this Agreement 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 Agreement, 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 Agreement, all documents attached to this Agreement, and all contract documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

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

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

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

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

MPSA-2025-XXX

GENERAL SCOPE OF SERVICES

Consultant has been selected as qualified to provide the following On-Call Civil Engineering and Related Services in the following general categories:

1. Category X.X: [Category Title from RFP Attachment A]
2. Category X.X: [Category Title from RFP Attachment A]
3. etc.

The general Scope of Services for ***On Call Civil Engineering and Related Services for Agreement MPSA–2025-XXX*** includes any combination of the activities described herein and applies only to work directed and contracted for by City of Wilsonville personnel and performed on applicable City of Wilsonville projects. “Services” or “Work” on Wilsonville’s projects may include a combination of field and office activities, as generally listed below:

1. Engineering and project management services associated with assigned Task Orders.
2. Technical engineering assistance, reviews, designs, calculations, and evaluations, as identified on individual Task Orders.
3. Field activities and services, including construction observation and oversight, as identified on individual Task Orders and as directed by the City Project Manager.
4. Administrative services associated with accumulating, reviewing, organizing, copying, filing (electronic), and transmitting documentation and other records and deliverables associated with the performance of individual Task Orders.
5. Any additional project closeout services or post-closeout services necessary, as identified on individual Task Orders.

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 Agreement terms and the Rate Schedule attached as **Exhibit C**, unless modified, in writing, by a specific Task Order. The Agreement and this general Scope of Services 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 consultants.

Task Order:

In general, detailed instructions for the specific Services to be provided by the Consultant 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 Consultant 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 Agreement.

For all Services or work performed, the Consultant 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, spreadsheets, calculations, computer output files, drawings, and/or other files shall be identified in individual Task Orders.

Exhibit B
MPSA-2025-XXX
TASK ORDER # _____

On-Call Civil Engineering and Related Services
(No Federal Funds)

DATE: _____

City Reference #: _____

This Task Order is executed pursuant to a Master Professional Services Agreement for **On-Call Civil Engineering and Related Services** ("Agreement"), by and between XXXXXXX (Consultant) and the City of Wilsonville (City), dated _____, 2025. All Terms and Conditions of the Agreement 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 Services

Consultant shall perform all of the Tasks as attached hereto as Exhibit 1 on a Time and Materials Not-to-Exceed basis, according to Consultant's Rate Schedule attached to the Agreement 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.

Consultant

City of Wilsonville

Signature

Signature

Printed Name and Title

Printed Name and Title

Exhibit C
MPSA-2025-XXX
RATE SCHEDULE

[Placeholder]