



# **REQUEST FOR PROPOSALS**

## **GOODS AND SERVICES**

### **On-Call Arborist Services**

**ADVERTISEMENT DATE: FRIDAY, MAY 30, 2025**

**Address Proposals to:**

City of Wilsonville

Attn: Brie Galareaux

29799 SW Town Center Loop East

Wilsonville, OR 97070

[bgalareaux@wilsonvilleoregon.gov](mailto:bgalareaux@wilsonvilleoregon.gov)

**PROPOSALS DUE: TUESDAY, JUNE 24, AT 2:00 P.M., PACIFIC TIME**

Proposals must be sealed in an opaque envelope that shows the name and address of the Proposer and is plainly marked: "Request for Proposals – On-Call Arborist Services." Proposals shall be sent to the attention of Brie Galareaux, Associate Engineer.

Proposers must submit three (3) hard copy sets of the Proposal and one (1) electronic copy on a USB drive. Electronically mailed or faxed Proposals will not be accepted.

The City of Wilsonville reserves the right to reject any or all Proposals.

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# Request for Proposals

The City of Wilsonville, Oregon (the “City”) is requesting Proposals in order to select qualified contractors to provide professional arborist services to the City for On-Call Arborist Services, on an as-required basis. The City intends to perform a selection process consistent with OAR 137-047-0270, and execute an On-Call Master Goods and Services Contract (“Service Contract”) with each of the selected contractors. Interested contractors (“Proposers”) are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to be less than \$250,000. Each Service Contract will be valid through the end of the City’s 2025/2026 fiscal year, ending June 30, 2026, and an option is provided to renew the Service Contract for up to two additional fiscal years.

## I. PROJECT DESCRIPTION

The City has a robust Capital Improvement Program (CIP) associated with the infrastructure of the City – e.g., facilities, sanitary sewer, stormwater, water, fiber, parks, and street systems. Projects often require natural resource assessment, tree inventories, and urban forestry services to comply with state and federal law, as well as the City’s commitment to preserving trees and maintaining thoughtfully planned open spaces. This solicitation and the Service Contract that will result are specifically targeted to smaller, short-term projects within the overall CIP Program that are not using any federal or state monies. For larger design projects and major studies with Service Fees expected to exceed \$250,000, or that will use state or federal monies, the City conducts project-specific competitive procurements in accordance with OAR 137-047-0255 or OAR 137-047-0260. Being selected or not selected on this RFP will not affect any firms’ ability to propose on other work for which the City issues a separate, project-specific RFP.

## II. MINIMUM QUALIFICATIONS

To be considered for award of the Service Contract for this Project, Proposers must demonstrate the following minimum criteria as part of their Proposal:

1. Proposer’s project team shall include an International Society of Arboriculture Certified Arborist.
2. Proposer shall demonstrate a minimum of five (5) years’ experience providing professional services under the same corporate name, or for recently created or incorporated firms, a minimum of ten years of relevant professional experience for the principal owner of the firm.
3. Proposer shall meet the Insurance and Insurance Endorsement requirements currently required by the City (see attached draft Service Contract).
4. Proposer shall meet the Representations and Certifications in **Attachment A** to the RFP.
5. Proposer shall have the ability to execute a Service Contract with the City.

6. Proposers with a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate, will not be considered.

### III. RFP DOCUMENTS

Request for Proposal (RFP) documents can be downloaded on or after May 30, 2025, via [www.wilsonvilleoregon.gov](http://www.wilsonvilleoregon.gov) (from Home page, select the “Business” tab, select “Bids & Proposals”, then select the project link). RFP documents are also available at [www.questcdn.com](http://www.questcdn.com), input #9716861. For assistance with free registration or downloading, contact Quest CDN customer service at (952) 233-1632.

### IV. PROJECT MANAGER

The City’s Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Brie Galareaux  
Associate Engineer  
Wilsonville Engineering Division

*Contact at:*  
(503) 570-1569  
[bgalareaux@wilsonvilleoregon.gov](mailto:bgalareaux@wilsonvilleoregon.gov)

### V. PRE-PROPOSAL MEETING

There will be no pre-submittal meeting or site visit scheduled for this RFP.

### VI. RFP QUESTIONS

Proposers shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville  
Attn: Brie Galareaux  
29799 SW Town Center Loop East  
Wilsonville OR 97070  
OR  
[bgalareaux@wilsonvilleoregon.gov](mailto:bgalareaux@wilsonvilleoregon.gov)

All questions shall include “On-Call Arborist Services – RFP Questions” in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m., Pacific Time, on Tuesday, June 10, 2025**. Questions and answers will be provided by email to all firms on the RFP holders list. Additionally, responses will be posted on the City’s website by June 18, 2025 to share clarifying information with all potential Proposers.

Access to the City’s Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until 5:00 p.m., Pacific Time, on Tuesday, June 10, 2025. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after 5:00 p.m., Pacific Time, on Tuesday, June 10, 2025 will not be addressed.

For the sake of fairness, and to avoid the appearance of undue influence, Proposers are *not* to contact any City staff, City official, or Committee member other than the Project Manager

concerning this RFP. Contact with any other City staff, City official, or Committee member concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

## VII. PROPOSAL SUBMISSION

Proposers shall submit three (3) hard copies of their written Proposal and one (1) electronic copy on a USB drive, sealed in an opaque envelope that shows the name and address of the Proposer and is plainly marked “Request for Proposals – On-Call Arborist Services.” Proposals shall be addressed and submitted to the following location by **Tuesday, June 24, 2025, at 2:00 p.m., Pacific Time.**

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

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

## VIII. SCHEDULE

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change if additional time is needed.

Advertise Request for Proposals	May 30, 2025
RFP Change Request Deadline	June 10, 2025, 5:00 p.m.
RFP Question Submission Deadline	June 10, 2025, 5:00 p.m.
Addenda Issuance Deadline	June 18, 2025
Proposals Due	June 24, 2025, 2:00 p.m.
Evaluation of Proposals Complete	July 22, 2025
Notice of Intent to Award	July 28, 2025
Award Protest Deadline	August 4, 2025, 5:00 p.m.
City Council Award	August 18, 2025, 7:00 p.m.
Notice of Award	August 19, 2025

## IX. GENERAL RFP INFORMATION

### Permissive Cooperative Procurement

This is a permissive cooperative procurement pursuant to ORS 279A.215 (i.e., other contracting agencies may establish contracts under the terms, conditions, and prices of any contract entered into in association with this RFP).

### Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be published on the City's website RFP section at [www.wilsonvilleoregon.gov/rfps](http://www.wilsonvilleoregon.gov/rfps).

All addenda shall have the same binding effect as though contained in the main body of the RFP.

No addenda will be issued later than **Wednesday, June 18, 2025**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

### Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of a Proposal for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

*"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.



### Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the Service Contract by the parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

### Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Faxed or mailed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

### Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

### Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Service Contract attached as **Attachment B**, all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Summary of General Tasks/Duties of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Service Contract.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Service Contract and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Service Contract, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Service Contract not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract

documents thereto, unless substantive changes are made in same without the approval of the Proposer.

7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Summary of General Tasks/Duties of this RFP.

Proposer shall also certify Proposer's state of residence.

### Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

### Competition

Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

### RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request via email to:

City of Wilsonville  
Attn: Brie Galareaux, Associate Engineer  
[bgalareaux@wilsonvilleoregon.gov](mailto:bgalareaux@wilsonvilleoregon.gov)

All change requests shall include "On-Call Arborist Services – Change Request" in the subject line, and be submitted by **5:00 p.m., Pacific Time, on June 10, 2025**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include "On-Call Arborist Services – RFP Protest" in the subject line and be submitted, in writing, by **5:00 p.m., Pacific Time, on June 10, 2025**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

### Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing, submitted via email to:

City of Wilsonville  
Attn: Brie Galareaux, Associate Engineer  
[bgalareaux@wilsonvilleoregon.gov](mailto:bgalareaux@wilsonvilleoregon.gov)

Award protests shall include “On-Call Arborist Services – Award Protest” in the subject line. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued; that is, by **5:00 p.m., Pacific Time, on August 4, 2025**. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City’s written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City’s decision regarding the protest is final and concludes the administrative appeals process.

### Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City’s selection decision.

### City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

### Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

### City's Reservation of Rights

The City reserves the right to waive minor irregularities or omissions in compliance with the requirements of this RFP to the extent the Selection Review Committee and Project Manager determine it is in the best interest of the City to do so. The City also reserves the right to cancel this RFP at any time if it determines it is in the best interest of the City to do so. Therefore, by proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto.

### Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be worded so as to not reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

### Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

### Term of Service

The Service Contract resulting from this RFP shall have an anticipated date of final completion at the end of the City's 2025/2026 fiscal year, ending June 30, 2026, and an option is provided to renew the Service Contract for up to two additional fiscal years.

### Local and Federal Requirements

The City intends to select a contractor in accordance with OAR 137-047-0270 and the City's municipal code. Selection of a contractor under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to any budgetary and funding constraints of the City.

Any selected contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the services under the resulting contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Any selected contractor is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under the resulting contract. The City's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

## **X. SUMMARY OF GENERAL TASKS/DUTIES**

The listings below are intended to indicate the range of services within Certified Arborist Services that the City may contract for, not the scope of a typical Task Order. In general, a Certified Arborist will provide: tree inventory and evaluation, site reconnaissance, risk assessment, urban forest management, tree protection plans and specifications, plan review, construction monitoring, and appraisals.

- Work scope and proposal development for a particular task order.
- Prepare and maintain the project schedule, and manage staff and subcontractors to meet schedule milestones.
- Schedule and conduct project meetings and prepare agendas and meeting notes.
- Prepare monthly progress reports, invoices, and cost versus budget reports.
- Prepare environmental reviews and documentation, environmental permit application submittals, and permitting agency coordination.

- Prepare documents and maps for right-of-way, easement, and property acquisitions, and assist with title work and negotiations.
- Provide on-site inspection support, including field evaluation of specification compliance.

## XI. PROPOSAL REQUIREMENTS

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

### Proposal Format

Proposals shall be prepared with a standard body text font (e.g., Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be combined into a single pdf file. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed six (6) total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and is not counted in the page limit requirements. A front cover sheet and one-page table of contents (if included) are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

### Introductory Letter

The introductory letter should address the Proposer's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the Proposer in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Master Goods and Services Contract, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*“All materials and documents acquired or produced by the contractor in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use.”*

### Software Resources and Deliverables

Proposals shall demonstrate the contractor’s ability to provide project deliverables consistent with City software, database, printing, and archiving formats. The City uses the following relevant software: Adobe Acrobat 24, Bluebeam Revu 2021, and MS Office Suite 365.

As contract conditions, the City’s Master Goods and Services Contract (See Attachment B) requires contractors to agree that:

- Upon completion of a project, copies of all materials generated in the course of the Task Order shall be provided to the City in both reproducible hard-copy (when requested) and original electronic format; and
- All materials and documents acquired or produced in conjunction with a Task Order shall be delivered to and become the property of the City, without restriction or limitation of their future use.
- Please provide a brief description (a paragraph should be adequate) of the Proposer’s software capabilities, printing/plotting and as-built plotting capabilities, and a written acknowledgement of the City’s electronic deliverable requirements.

### General Qualifications and Responsiveness

- Provide a general summary of the Proposer’s breadth and depth of professional capabilities and experience, including years in business, number and location of branch offices, company-wide staffing level, approximate gross annual dollar volume of work, and general professional focus.
- Provide the location of the primary office or offices from which work will be performed.
- Provide the number and type of personnel available at the primary office or offices from which work will be performed. (No specific names are required.)
- Describe key management/project management personnel longevity, experience with the company, and the office out of which they work.
- Describe the Proposer’s contract/task order review and signature protocols (e.g., who has authority to sign a Not To Exceed task order and at what dollar level.)
- Provide any other information that you believe will assist the City in making its selection.

### Understanding and Approach

Proposals shall demonstrate the Proposer’s understanding of and approach to On-Call, Task Order based services. Proposers should address the following topics in this section:

- The Proposer’s understanding of the City’s programs, policies, and decision-making processes, and organizational structure that creates the need for On-Call Services.
- The Proposer’s general approach and assumptions for developing and negotiating the Scope of Work and fee for a typical Task Order.
- The Proposer’s general approach to assigning technical and project management staff to a particular task, performing internal Quality Assurance/peer review, and completing the identified deliverables.

- The Proposer's approach to unanticipated issues that may arise during a particular task, interacting with and engaging stakeholders, and any key points of input and review with City staff.

### Rate Schedule and Pricing Information

Proposals shall include a current (Calendar Year 2025) Rate Schedule. The Rate Schedule shall clearly identify the following:

- All-inclusive unit labor rates (e.g., Billing Rate) for each position title. (See draft Service Contract, Section 3.)
- Typical date on which the Rate Schedule is revised.
- Average Billing Rate percentage increase for the last three fiscal or calendar years.
- Specify which position title or titles will typically perform day-to-day project manager duties.
- Identify direct cost markups, including markups on subcontracted labor, if any.

The above information will be evaluated for the general range of fees compared to other Proposers, markup percentages, and rate differentials between technical and management personnel.

### Proposer Experience

Proposals shall demonstrate the expertise and capacity of the Proposer to provide the arborist services being proposed. The Proposal should provide details on the following:

- Similar representative projects, by name, type, location, date, and contract value, performed within the last ten years, which best characterizes the firm's experience and qualifications for the arborist services. Please include the client contact name, address, phone number, and e-mail for each project where possible.
- Key management/project management personnel that were assigned to the representative projects listed and whether they are still with the company and are potentially available for similar assignment on City projects.
- For arborist services performed for other governmental or quasi-governmental entities, please provide the dates the services were performed and the average annual value of the services.
- Key management/project management resumes, if any, will be evaluated as part of this section.

### Project Team Experience

Proposals shall include key personnel that would potentially be assigned to a specific task. The Proposal should provide details on the following:

- Identify department managers / technical leads / key technical personnel by name, title, and years of service with the company, what office they work at, and where they reside in the organizational structure.
- For key technical personnel only, provide relevant individual project experience, areas of specialization or expertise, awards, registrations and certifications, and overall technical capabilities and competence. (Note: Key technical personnel resumes will be evaluated as part of this section.)
- Describe the extent of principal and project manager involvement, current and anticipated assignments and location of key personnel, including percentage of time devoted to other



projects during performance of any particular task. Estimate the percentage of time each listed key personnel will be devoted to any particular task based on a 40-hour work week.

#### Proposer Representations and Certifications Affidavit

Proposals shall include a signed Proposer Representations and Certifications Affidavit (Attachment A) documenting Proposer firm's representations and certifications for this RFP.

#### Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: *"There is no additional information we wish to present."*

## **XII. PROPOSAL EVALUATION AND SELECTION**

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and contractor presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding Proposals or the RFP process.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no Proposal that is deemed to best fit the needs of the City.

#### Written Evaluation

Based on their individual evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

<b>EVALUATION CRITERIA</b>	
Criteria	Maximum Score
1 – Introductory Letter	P/F
2 – Software Resources & Deliverables	P/F
3 – General Qualifications & Responsiveness	15
4 – Understanding & Approach	10
5 – Rate Schedule & Pricing Information	15
6 – Proposer Experience	30
7 – Project Team Experience	30
Total Maximum Score	100

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

### **XIII. CONTRACTOR SELECTION**

Preliminary rankings will be developed based upon the City’s evaluation of each Proposer’s qualifications. The City intends to select at least one and up to three on-call contractors for arborist services.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer’s substandard workmanship.

The Selection Review Committee will determine the final ranking of Proposers, and the Committee’s decision is final.

#### **Notice of Intent to Award Contract**

Upon determination of the Successful Proposers and performance of additional investigations, the City will issue a Notice of Intent to Award to all firms submitting Proposals, identifying the final selections. The City will then prepare a Master Goods and Services Contract with each selected firm. Each selected firm will be required to provide Rate Sheets, markups, escalation factors, and/or other cost multipliers that the selected firm will guarantee for the term of the Service Contract.

Failure to successfully negotiate a contract with the City, or failure to meet insurance requirements will eliminate a firm from further consideration, and may create an opening for a different firm. The City reserves the right to shorten or lengthen the final list of selected firms, and to otherwise determine what is important for establishing the final list of on-call arborists, consistent with the selection process. The final list of on-call arborists will be published after all contracts are in place.

### Goods and Services Contract and Task Orders

The form of the contract (Master Goods and Services Contract) to be used by the City with the selected contractors, along with a draft general Scope of Work and example Task Order form, are attached to the RFP as Attachment B. Any exceptions to any provision of the draft Service Contract, including but not limited to suggested language changes, insurance coverage, or other contract term modifications should be submitted as a part of the RFP response. The City reserves the sole right to reject any proposed changes to the Service Contract and will do so in response to selected RFPs, in which case, the Proposer can elect to decline to enter into the Service Contract.

### Contractor Selection for Specific Work

To maximize distribution of work among selected contractors, the City intends to rotate through the list of selected firms as projects come up. However, the City makes no guarantees as to the actual amount of work, if any, to be obtained by any particular firm. The City reserves the right to not rotate firms, depending on proven expertise, previous involvement in a similar project, or as otherwise determined to be in the best interest of the City. The City also reserves the right to solicit and award work using a different procurement process, as is determined to be in the best interest of the City.

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# Attachment A

## Proposer Representations and Certifications Affidavit

On behalf of \_\_\_\_\_ (Company Name),

I hereby represent and certify that:

- I have reviewed the City of Wilsonville DRAFT Master Goods and Services Contract included as Attachment B to the Request for Proposals – On Call Arborist Services, dated May 30, 2025, and on behalf of the Company, agree to meet all the general requirements of the Service Contract, specifically including insurance and endorsement requirements as listed in the draft Service Contract.
- The information provided in the Proposal is a true and accurate representation of the Company's qualifications and experience, contains no false statements, and the Company has not in any manner sought collusion to secure any improper advantage over any other Proposer.
- The Company is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from submitting bids or proposals by any federal, state, or local entity, department, or agency.
- The company is an Equal Opportunity Employer and complies with all Federal/State/Local Requirements identified in Section IX of the RFP.
- The Company has the appropriate financial, material, equipment, facility, and personnel resources to meet all contractual requirements.

I certify I am authorized by the Company to sign this Affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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# Attachment B

## Draft Master Goods and Services Contract

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**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]**