

**RESOLUTION NO. 2345**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD APPROVING THE BID PROCESS; ACCEPTING THE PROPOSAL WHICH WILL BEST SERVE THE INTEREST OF THE CITY; AND AWARDING A CONTRACT TO WATER TRUCK SERVICES, INC. FOR THE PROJECT KNOWN AS STREET SWEEPING SERVICES**

WHEREAS, the City of Wilsonville needs street sweeping services provided by a contractor with particular training, ability, knowledge and experience; and

WHEREAS, public contracts for such services must comply with Oregon competitive bid laws in accordance with Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the Wilsonville City Council serves as the city's Contract Review Board; and

WHEREAS, the City of Wilsonville went through such a competitive process for street sweeping services; and

WHEREAS, an invitation to bid for Street Sweeping Services was advertised on December 19, 2011 in the Daily Journal of Commerce; and

WHEREAS, three proposals were submitted for consideration on January 10, 2012; and

WHEREAS, two of the three proposals met the requirements established in the Request for Proposals and were scored for acceptance and one proposal was dismissed for irregularities; and

WHEREAS, in the public interest the City Council acting as the Local Contract Review Board has determined that Water Truck Services, Inc. is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, the City's FY 2011/2012 budget includes \$149,000 appropriated for street sweeping services:

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council acting as the Local Contract Review Board finds and concludes:
  - a. The recitals of findings above are incorporated by reference herein.
  - b. The proposal by Water Truck Services, Inc. of \$131,846 is deemed the preferred responsible/responsive bid and is in the best interest of the City.

2. In accordance with the provision of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules which the City has adopted as its contracting rules; the City Council acting as the Contract Review Board hereby award the contract for street sweeping services to Water Truck Services in an amount of \$131,846 and authorizes expenditure of an additional \$17,154 as service contingency.
3. The Public Works Director is authorized to approve extra services to this contract as required provided, however, the total cost does not exceed the approved budget for street sweeping services
4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of February 2012, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, MAYOR

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Núñez	Yes
Councilor Hurst	Yes
Councilor Starr	Yes
Councilor Goddard	Excused

Attachment: Street Sweeping Services Contract



**City of Wilsonville**  
**PUBLIC WORKS CONTRACT**  
**Street Sweeping Services**

**THIS AGREEMENT** is made and entered into this 6<sup>th</sup> day of February, 2012 by and between the CITY OF WILSONVILLE, an Oregon municipal corporation (the "City"), and WATER TRUCK SERVICE, INC. (the "Contractor").

**RECITALS**

**WHEREAS**, the City has the need for the services by the Contractor with particular training, ability, knowledge and experience possessed by the Contractor for Street, Parking Lots, and Special Sweeping services and:

**WHEREAS**, the City has determined that the Contractor is qualified and capable of performing the services as the City does hereinafter require, under the terms and conditions set forth hereafter;

**WHEREAS**, the City has determined that the Contractor's offer was the combined lowest bid and responsive proposal submitted in accordance with the Evaluation and Selection Criteria set forth in the Request for Proposal and meeting the City's requirements;

**THEREFORE**, the parties agree as follows:

**1.0 Services To Be Provided**

The Contractor shall perform those services described in **Exhibit A** of this Agreement. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, rules, and regulations.

**2.0 Contract Documents**

The Agreement between the parties includes Public Notice, Instruction to Bidders, Contractor's Proposal, Bid Schedule, this Agreement, Scope of Work included in **Exhibit A**, General and Special Conditions as described in **Exhibit B**, Drawings, Fee Compensation set forth in **Exhibit C**, Specifications, Addenda (if any), Tax Identification Number as specified in **Exhibit D**, approved Additional Service Request Orders (**Exhibit E**), Certificate of Insurance naming the City as

additional insured, and copy of the Contractor's state Contractor license, UBI number, and the Contractor's Business license, which are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, and shall be referred to as the "Contract Documents."

### **3.0 Compensation**

3.1 The City agrees to retain the Contractor to provide the services and materials to do and cause to be done the above-described work and to complete and finish the same according to the terms and conditions contained in this Agreement.

3.2 The Contractor shall submit invoices for work performed using a format that is acceptable to the City.

3.3 The City agrees to pay the Contractor for the actual work completed, as identified in the above Section 1.0, Services To Be Provided, according to the rates set forth in **Exhibit C** for a sum not to exceed One hundred thirty one thousand eight hundred forty six and 00/100 dollars(\$131,846.00).

3.4 The Contractor shall complete and return to the City **Exhibit D**, Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within thirty (30) days after City approval.

### **4.0 Time of Performance**

4.1 This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on December 31, 2014. All work under this Agreement shall be completed prior to the expiration of this Agreement.

4.2 The City has the option to renew this Agreement for up to two (2) additional one-year periods.

### **5.0 Warranties/Guaranty**

5.1 The Contractor warrants to the City that any materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. The Contractor shall be responsible for, and shall indemnify and hold the City harmless from, any damage or expense by reason of failure of performance, as specified in the Agreement.

## 6.0 Change Orders

Changes to the scope of work to be performed, as described in **Exhibit A** of this document, or the amount of the contract sum, or the time for completion of the work, may be accomplished only by the written document, **Exhibit E** Special Work Request Order, signed by the Contractor and the Department of Public Works on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order. No change order shall be effective until it has been signed by the City. All change orders must specify any increase in costs to the City or no additional charges will be allowed.

## 7.0 Insurance

7.1 The Contractor shall maintain insurance 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 the Contractor's activities or work hereunder. The limits set forth in no way limit the Contractor's liability to the City or to other third parties under this Agreement.

7.2 The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. *Commercial General Liability Insurance.* The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<i>Coverage</i>	<i>Limit</i>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

b. *Business Automobile Liability Insurance.* If the Contractor will be using a motor vehicle in the performance of the services herein, the Contractor shall provide the City a certificate indicating that the Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles and equipment. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name the City as an additional insured and shall require notice be provided to the City in accordance with policy provisions in the event of cancellation.

c. *Workers' Compensation Insurance.* The Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their

subject workers or employees that are exempt 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 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.

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

e. *Certificates of Insurance.* As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish a Certificate of Insurance to the City. The Agreement shall be effected and no work shall be performed hereunder until the required certificates and the additional insured endorsements have been received and approved by the City. The Contractor 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.

f. *Additional Insured.* The City will be named as an additional insured with respect to the Contractor's liabilities hereunder in insurance coverages. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and workers' compensation coverage, all policies shall provide an endorsement.

7.3 The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. The Contractor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and the Contractor for which the Contractor has obtained insurance, the maximum amount which may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible.

#### **8.0 Assignment/Delegation**

The Contractor shall not assign this Agreement nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever. If the City agrees to assignment of tasks to a subcontractor, the Contractor shall be fully responsible for the acts or omissions of any subcontractor and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the City and the subcontractor.

## **9.0 Compliance with Laws**

This Agreement shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, rules and provisions of the City of Wilsonville Municipal Code, the City of Wilsonville Purchasing Procedures Manual, and ordinances of the City of Wilsonville.

## **10.0 Termination/Default**

10.1 Not for Cause. At any time and without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving at least thirty (30) days' notice to the Contractor. If the City terminates the contract pursuant to this paragraph, it shall pay the Contractor for services rendered to the date of termination.

10.2 Default. The whole or part of this Agreement may be terminated by the City upon default in performance by the Contractor, if such default is not fully cured to the City's satisfaction within ten (10) days of notice thereof. In case of default, the City shall have any and all remedies available to it in law or equity, including money damages, injunctive relief, and specific performance.

## **11.0 Indemnification/Hold Harmless**

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement. The Contractor waives the right to ORS 30.285 and ORS 30.287 indemnification and defense. The Contractor shall also reimburse the City for any damage done to City property.

## **12.0 Independent Contractor**

For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

## **13.0 General and Special Conditions**

See **Exhibit B** attached hereto and incorporated herein by reference.

13.1 Non-Discrimination. Any Contractor who competes for or is awarded a public contract may not discriminate against an employee, subcontractor, or supplier in awarding a subcontract because the employee, subcontractor, or supplier is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined by ORS 408.225.

- a. This type of discrimination within three (3) years of the current solicitation can lead to debarment or disqualification of the proposer.

b. Violation after the contract is awarded may be regarded as a breach of contract.

13.2 Time of the Essence. Time is expressly made of the essence of each provision of this Agreement.

13.3 Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

13.4 Contract/Binding Effect. This Agreement, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

13.5 Modification. No modification of this Agreement shall be of any force or effect, unless in writing signed by the parties.

13.6 Governing Law/Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Venue will be in Clackamas County.

13.7 Attorney Fees and Costs. 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. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Lease requires one party to defend the other party, it is agreed that such defense shall be by legal counsel acceptable to the party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

13.8 Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

13.9 Counting of Days. 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. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday or legal holiday.

13.10 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.



13.11 Binding Effect. The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

13.12 Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

To the City: Delora Kerber, Public Works Director  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville OR 97070  
(503) 682-1011

To the Contractor: Water Truck Service, Inc.  
P.O. Box 1130  
Wilsonville, OR 97070  
(503) 682-2723

13.13 Signing Authority. The individual executing this Agreement on behalf of the Contractor represents and warrants to the City that he/she has the full power and authority to do so and that the Contractor has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

**CITY:**

CITY OF WILSONVILLE, OREGON

By: \_\_\_\_\_

As Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

**CONTRACTOR:**

WATER TRUCK SERVICE, INC.

By: \_\_\_\_\_

As Its: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Barbara A. Jacobson, Assistant City Attorney

EXHIBIT A  
City of Wilsonville

**SERVICES TO BE PROVIDED**

The Contractor shall provide street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots as outlined below and on the attached City map:

- 1.0 Sweeping of all City streets (145 lane miles\*, shown on map) on the following schedule:
  - Monthly
- 2.0 Sweeping of Wilsonville Road and Boeckman Road bike lanes (total 7.5 lane miles\*, shown on map) on the following schedule:
  - Twice monthly (once in regular monthly sweep and one additional per month)
- 3.0 Sweeping of all City parking lots (listed on attached map) on the following schedule:
  - Quarterly (total area of parking lots: approximately 575, 300 square feet\*)
- 4.0 Additional Services\*\* as requested by the City.
  - Emergency response
    - Storm clean-up, which includes sand clean-up after snow and ice event and wind storm events
    - Call-out response, which includes accident and/or spill clean-up (must be within 30 minutes of request from the City)
  - Response to specific citizen request received and approved by the City
  - Prior to community events
  - Special sweeps

\* Distances and areas are estimates only. The Contractor will be paid for the actual services provided.

\*\*All Additional Services must be requested through the Special Request Work Order, attached under **Exhibit E**, and signed by a designated Public Works Representative.

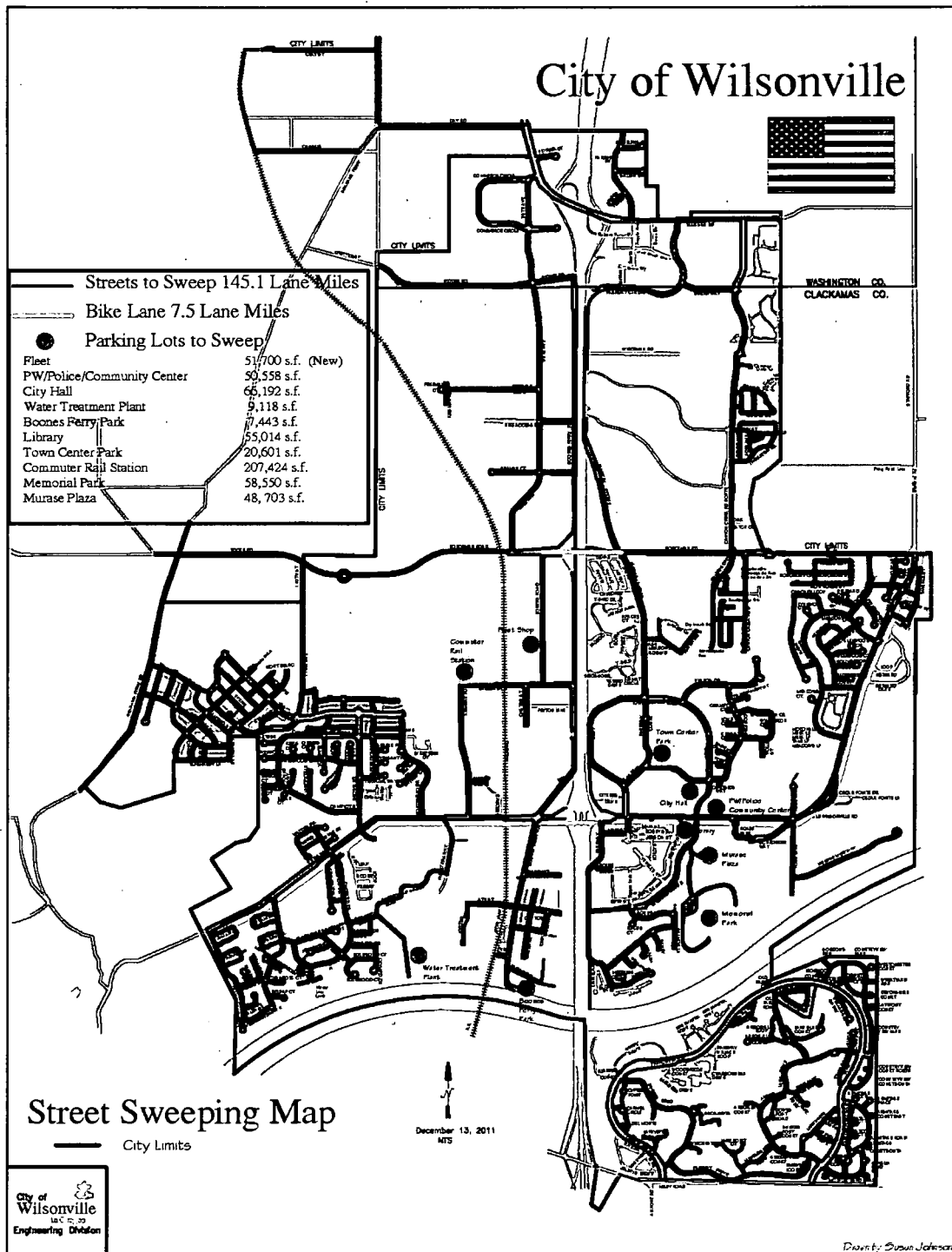


EXHIBIT B  
City of Wilsonville

**GENERAL AND SPECIAL CONDITIONS**

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

**1.0 Definitions**

The following terms and definitions used in the Agreement are described as follows:

- (a) "Additional Services" means additional sweeping services to be provided by the Contractor in response to emergency call-outs, storm clean-up, accidents, spills, community events, and special sweeps 365 days per year, 24 hours per day within 30 minutes of notification, on a call-out basis as requested by the Public Works Director or designee.
- (b) "City" means the City of Wilsonville, an Oregon municipal corporation.
- (c) "Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement and undertaking to perform the work herein specified.
- (d) "Debris" means all dirt, sand, gravel, sticks, leaves, paper, and other miscellaneous items which are normally picked up by a street sweeper. The term "debris" will not include large items that cannot be picked up by a mechanical sweeper or that would otherwise damage the sweeper.
- (e) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, and protection of the environment, including, without limitations, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, or wars.
- (f) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines or, if none, the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.

- (g) "Public right-of-way" means the land or interest in land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs, and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances, and other facilities benefiting the public.
- (h) "Services" means all work performed by the Contractor.
- (i) "Street" means any street, road, boulevard, drive, alley, lane, way, place, or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes, and those paved areas between normal curb lines of the roadway, whether or not an actual curb exists.
- (j) "Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services and carrying out of all the duties and obligations imposed by the Agreement.

## **2.0 General Requirements**

### **2.1 Conditions of Payment**

For performance of those services described herein, payment shall be based upon the following terms:

Payment by the City to the Contractor for performance of services under this Agreement includes all expenses incurred by the Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.

Payment will be made in installments based on the Contractor's invoice, subject to the approval of the Public Works Director or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of the invoice.

Payment by the City shall release the City from any further obligation for payment to the Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects herein.

The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement.

The Contractor must pay all contribution or amounts due from the Contractor to the Industrial Accident Fund incurred in the performance of the work in this Agreement.

The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person as such claim becomes due, the City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve the Contractor or surety from obligation with respect to any unpaid claims.

The Contractor shall pay employees at least time and a half for all overtime worked in excess of 40 hours in any one week, per ORS 279B.235, except for individuals under the contract who are excluded under ORS 653.010 - 653.261 or under 29 USC §§ 201-209 from receiving overtime.

The Contractor will provide the City proof of workers' compensation and unemployment insurance for all employees, and shall make all required workers' compensation and unemployment insurance payments as they come due.

The Contractor is required to have a City of Wilsonville Business License or Metro Business License.

## 2.2 Contract Pricing and Adjustments

Prices shall be firm through the term of this Agreement. Price compensation may be allowed for an escalation in the rate of contract costs on a per hour and/or per cubic yard basis, at the beginning of the fourth year and the beginning of the fifth year, if the renewal option of this Agreement is executed.

The compensation escalation for subsequent contracts will use the Annual Portland-Salem, OR-WA, Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.

## 2.3 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the City showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed
- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the commuter rail station parking lot shall be itemized separately

All sweeping and/or flushing work shall be paid for to the nearest quarter hour. Payment will be made monthly upon approval and acceptance of the statement submitted by the Contractor.

#### 2.4 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Agreement as estimates. The quantities shown on **Exhibit B** are estimates and not exact. They represent past purchasing activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

#### 2.5 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost to the City.

#### 2.6 Non-Discrimination

Contractor shall certify in the documents accompanying the offer to enter a public contract that Contractor has not discriminated and will not discriminate against any minority, woman, or emerging small business enterprise, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining a required subcontract.

#### 2.7 Hours of Labor

For the labor performed under this Agreement, no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in the cases of necessity or emergency, or where the public policy absolutely requires it, and, in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holiday, as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.005, any laborer shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week except for those individuals excluded under ORS 653.010 - 653.260 or under USC §§ 201-209.

#### 2.8 Medical Care and Workers' Compensation

The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

## 2.9 Records

The City shall have access to such books, documents, papers, and records of the Contractor as are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcripts.

The Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. The Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

## 2.10 Contractor's Office

The Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

## 2.11 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City shall have communication to the sweeper by cellular phone through the Contractor.

## 2.12 Project Safety

The Contractor agrees that in performing the work contained within this Agreement, that it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Agreement will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

## 2.13 Incidental Costs

The Contractor shall be responsible for all miscellaneous and incidental costs associated with street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots.



### **3.0 Service Requirements**

#### **3.1 Scope of Services**

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Public Works Director or designee. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this Agreement without additional compensation where debris collects on streets caused by excessive rainfall or caused by street sanding during or after snowfall. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

#### **3.2 Response Times**

In the event of an accident, spill, or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours per day, within 30 minutes of receiving telephone notice from the City to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

#### **3.3 Contractor's Work Schedule**

All City streets shall be swept per the schedule set forth in the Services To Be Provided section of this Agreement. Exact days for sweeping will be provided by the Public Works Director or designee. Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

If the work performed does not correspond to the schedule, the Contractor shall submit a revised schedule when requested by the Public Works Director or designee.

#### **3.4 Sweeping Schedule**

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at a minimum of once per month, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the City deems it necessary, the Contractor may be required to sweep a street or streets more often than once each month. Once established, the Contractor shall adhere to the approved schedule.

#### **3.5 Records/Logs**

Within ten (10) calendar days of the execution of this Agreement, the Contractor shall submit for the City's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. The Contractor shall observe any legal holiday as specified in ORS

279B.020 and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule, as submitted, the Contractor shall give not less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the City a written report giving the information required in the proceeding sentence along with the monthly invoice. It is the Contractor's responsibility to provide the City with all required information stated in this section.

### 3.6 Employees

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such work. The Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible, and to be neat in appearance.

The Contractor agrees to provide an adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by the Contractor, upon written request of the City. Failure to comply with such request is sufficient grounds for termination of the contract.

### 3.7 Contractor's Equipment

The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air), and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair, and operate at the original manufacturer's specifications (compliant with PM-10 efficiency and Rule 1186 Certified).

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Oregon, Motor Vehicle Division.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the contract. In addition the secondary sweeper shall not be used more than 10% of the time. During those times both sweepers are cleaning, the 10% does not apply. The acceptability of the Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Public Works Director or designee.

Regenerative air sweepers shall be used for the storm water management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

The Contractor must possess a roll-off truck that is not more than ten (10) years old. The roll-off truck shall have a minimum payload capacity of 12.5 tons.

All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a speed-monitoring device. The Contractor shall submit with the monthly invoice a Tac-o-graph report showing the speed and miles swept on each sweeper used for this Agreement. Failure to comply with these requirements shall be just cause for termination of the Agreement.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

### 3.8 Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the City.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Public Works Director or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean debris spilled or tracked within the same day notice is given by Public Works, the Public Works

Director or designee may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

### 3.9 Water Use

The City will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the City-owned streets and facilities. The Contractor shall use a Chapman Valve when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice.

### 3.10 Inspections

Inspection will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

### 3.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

### 3.12 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated City waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Public Works Director or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

The Contractor is required to have a back-up means of handling material in case of primary equipment failure.

### 3.13 Utilities

The Contractor shall be obligated to protect all public and private utilities from damage while performing the services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from the Contractor's activities.

### **4.0 Hazardous Substances**

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Oregon Department of Environmental Quality and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the City. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Oregon Driver's Licenses.

### **5.0 Disposal**

The Contractor shall have an operating screen plant using a one (1) inch or finer screen and equipment on impermeable surface with sand-oil separator for the processing of material prior to final disposal. Best management practices shall be followed as closely and in as practical a manner as possible.

Except for leaf, street debris under this Agreement will not be used, added, blended, or modified in any way to make a product, or as to risk contaminating a product, that will be given, sold, or make its way for public use. For this reason, recycling centers will generally be considered unacceptable for the processing of debris.

If debris is unscreened, all unscreened sweeping debris will be disposed of at a DEQ approved disposal site or transfer station for solid wastes.

Debris wastes shall be disposed of as dirt fill, after testing to identify any possible contamination, and only after plastics, papers, and other trash and solid wastes have been removed using a one (1) inch or finer screen system. Disposal of solid wastes shall be at a DEQ approved disposal site or transfer station.

Bulk leaf is listed as suitable feed stock for compost. In the months of November and December, loads that are predominately leaf will be allowed to be disposed of at permitted compost-recycling facilities.

Any exemptions to these specifications must receive written approval from the local DEQ and/or permitting authorities and the City.

Within the first 30 days of this Agreement, and as requested by the City during the term of the Agreement, the Contractor must provide to the City a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The waste processing facilities may be subject to inspection as any time during the term of this Agreement.

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## **6.0 Waste Sites**

The Contractor shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem or which result in damage to the public and private properties shall not be permitted.

The Contractor will be responsible for obtaining the necessary permits for dumping at waste sites provided by the Contractor.

The Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated City property and must be removed within 24 hours of completion of work.

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Oregon Department of Environmental Quality and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Oregon Department of Environmental Quality for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

EXHIBIT C  
City of Wilsonville

FEE COMPENSATION

Having carefully examined the Agreement titled, Wilsonville Street Sweeping Services, as well as the site of the project and conditions affecting the work, the Contractor agrees to furnish all the labor, materials, equipment, superintendence, and insurance, as well as other accessories and services, necessary to perform and complete all of the work required by and in strict accordance with this Agreement and the implied intent thereof, for the following schedule of unit prices:

Unit Prices

A. Regenerative Air Sweeper: \$89.50 per hour x 1200 hours equals	\$107,400.00
B. Mechanical Sweeper: \$100.00 per hour x 20 hours equals	\$2,000.00
C. Debris Removal: \$16.50 per cubic yard x 1100 cubic yards equals	\$18,150.00
D. Detail Work of City Parking Lots: \$89.50 per hour x 48.00 hours equals	\$4,296.00
<b>Total:</b>	<b>\$131,846.00</b>



EXHIBIT D  
City of Wilsonville  
29799 S.W. Town Center Loop E.  
Wilsonville, OR 97070  
Phone: (503) 682-1011

**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the City of Wilsonville, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Wilsonville prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation       Partnering       Government  
 Individual/Proprietor       other (explain)       Consultant

TIN No.: 93-1258248

Social Security No.: \_\_\_\_\_

Print Name: Bob Jonas

Title: President

Business Name: Water Truck Service, Inc.

Business Address: P.O. Box 1130 Wilsonville, OR 97070

Business Phone: 503-682-2723

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)

EXHIBIT E  
City of Wilsonville  
ADDITIONAL SERVICES REQUEST ORDER



**ADDITIONAL  
SERVICES  
REQUEST ORDER**

CITY OF WILSONVILLE

30000 S.W. TOWN CENTER LOOP E  
WILSONVILLE, OREGON 97070

DATE: \_\_\_\_\_

TO [Name]  
[Company Name]  
[Street Address]  
[City, ST Zip Code]  
[Phone]

JOB DESCRIPTION  
STREET SWEEPING  
REQUEST

SPECIAL SWEEP DESCRIPTION

SIGNATURE OF PUBLIC WORKS  
REPRESENTATIVE

w:\city\public works\street maint\street sweeping contract jan 2012 (baj) cln.doc