

RESOLUTION NO. 2158

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD FOR THE CITY OF WILSONVILLE, APPROVING THE INTERGOVERNMENTAL COOPERATIVE PURCHASING BID PROCESS; ACCEPTING THE PROPOSAL WHICH WILL BEST SERVE THE INTEREST OF THE CITY; AWARDING THE CONTRACT TO WATER TRUCK SERVICES, INC. FOR THE PROJECT KNOWN AS THE 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, Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and Wilsonville Code 2.3.14, which requires public entities to obtain bids through a competitive process or by Intergovernmental Cooperative Purchasing (i.e. piggy-backing) on another governmental agency's contract which went through a competitive process; and

WHEREAS, the City of Tigard went through such a competitive process for street sweeping services in its city and awarded the contract to the lowest responsible bidder, Water Truck Services, Inc., on August 26, 2008; and

WHEREAS, the invitation to bid from Tigard and the associated bid proposal from Water Truck Services provides that identical prices and services under the same terms and conditions will be extended to all other public agencies in the region; and

WHEREAS each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements, a copy of which is marked Exhibit A attached hereto and incorporated by reference as if fully set forth herein; 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:

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 \$150,000 is deemed the lowest responsible/responsive bid and is in the best interest of the City.
2. The Public Works Director is authorized to enter into the contract set forth in Exhibit A attached hereto with Water Truck Services, Inc.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of January 2009, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Abstain
Councilor Kirk	Yes
Councilor Ripple	Yes
Councilor Núñez	Yes
Councilor Hurst	Yes

Attachment: Street Sweeping Services Contract



City of Wilsonville
PUBLIC WORKS CONTRACT
Street Sweeping Services

THIS AGREEMENT is made and entered into this 5th of January, 2009 by and between the CITY OF WILSONVILLE, an Oregon municipal corporation (the "City"), and WATER TRUCK SERVICES, INC., (the "Contractor").

RECITALS

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

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

WHEREAS, the City has determined that the Contractor's offer was the lowest responsive and responsible quote submitted 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 contract, 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 contract between the parties includes Public Notice, Instruction to Bidders, Contractor's Proposal, Bid Schedule, this Contract, General and Special Conditions as described in Exhibit 'B', Drawings, Specifications, Addenda (if any), approved Additional Service Request Orders (Exhibit 'E'), Certificate of Insurance naming City as additional insured, copy of Contractor's state Contractor license and UBI number, Contractor's Business license, which are hereby incorporated by reference and made a part of this contract 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 \$150,000 (One hundred fifty thousand and 00/100 dollars).

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, 2009. 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 contract for up to two (2) additional one year contracts.

5.0 Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract 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. 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 within a period of one year after its acceptance thereof by the City.

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.

7.0 Insurance.

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. No contract shall be effective until the required certificates have been received and approved by the City. The Contractor shall provide a Certificate of Insurance evidencing:

7.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

7.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 general aggregate and \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability; Coverage of \$50,000 fire damage (any one fire) and \$5,000 medical expense (any one person); and

7.3 Worker's Compensation insurance at the limits established by the State of Oregon. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

7.4 Insurance Carrier Rating. Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7.5 Additional Insured. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8.0 Assignment/Delegation.

The Contractor shall not assign this contract 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 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 Applicable Law; Venue.

This contract 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, and ordinances of the City of Wilsonville. Venue for any action hereunder shall be exclusively in Clackamas County Circuit Court.

10.0 Termination.

10.1 At any time and without cause, the City shall have the right in its sole discretion, to terminate this Agreement by giving 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 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 cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing thirty (30) days prior to the date of termination. In case of default, the City shall have any and all remedies available to it in law or equity.

11.0 Indemnification/Hold Harmless.

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 contract. Contractor waives the right to ORS 30.285 and ORS 30.287 indemnification and defense.

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 Waiver.

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

14.0 Attorneys Fees.

In the event any action or any appeal thereof is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

15.0 Contract/Binding Effect.

This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

16.0 Modification.

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

17.0 Severability.

If any provision of this contract 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.

18.0 Notices.

Any notice required by this contract 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:

The undersigned individuals are duly appointed representatives of and are duly authorized by the below named party to execute this Agreement on the party's respective behalf.

TO CITY:

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

TO CONTRACTOR:

Water Truck Services, Inc.
Don Lauinger, Project Manager
P.O. Box 1130
Wilsonville, OR 97070
Phone: 503-969-9557

The undersigned individuals are duly appointed representatives of and are duly authorized by the below named party to execute this document on the party's respective behalf.

CITY OF WILSONVILLE, OREGON

WATER TRUCK SERVICES, INC.,
CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Recorder

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 (142 lane miles*, shown on map) on the following schedule:
 - Monthly

- 2.0 Sweeping of Wilsonville Road - Bike Lane and Boeckman Road bike lane (total 7.5 lane miles*, shown on map) on the following schedule:
 - Twice monthly (once in regular monthly sweep and one additional per month)

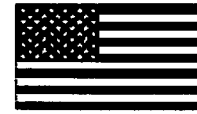
- 3.0 Sweeping of all of City parking lots (listed on attached map) on the following schedule:
 - Quarterly (Total area of parking lots: approximately 682,526 square feet*)

- 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 City)
 - Response to specific citizen request received and approved by the City.
 - Prior to community events
 - Special Sweeps

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

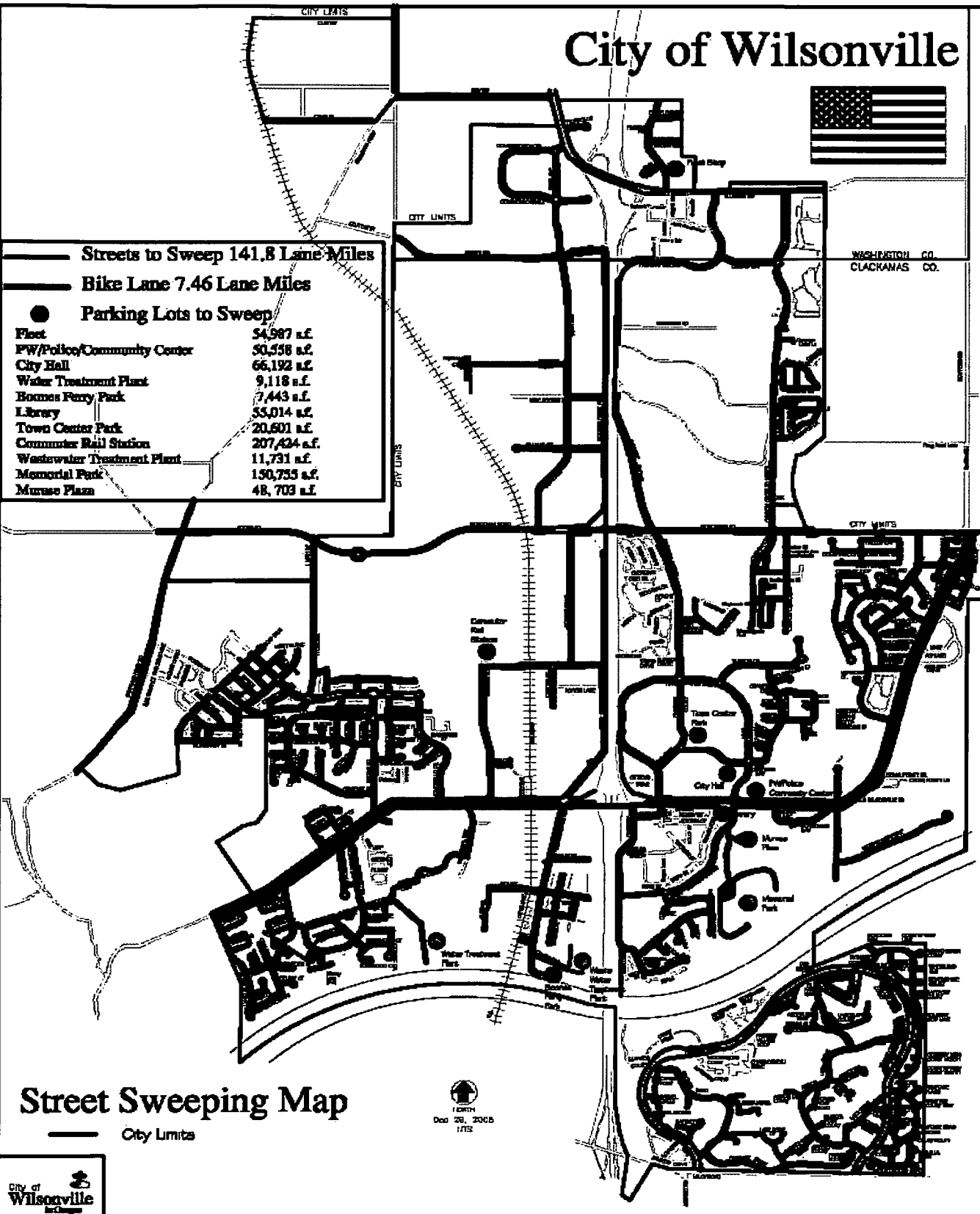
**All additional services must be requested through the Special Request Work Order, attached under Exhibit "E" and signed by a designated Public Works Representative.

City of Wilsonville



WASHINGTON CO.
CLACKANAS CO.

Streets to Sweep	141.8 Lane Miles
Bike Lane	7.46 Lane Miles
Parking Lots to Sweep	
Fleet	54,987 s.f.
PW/Police/Community Center	50,558 s.f.
City Hall	66,192 s.f.
Water Treatment Plant	9,118 s.f.
Burns Ferry Park	7,443 s.f.
Library	55,014 s.f.
Town Center Park	20,601 s.f.
Commuter Rail Station	207,424 s.f.
Wastewater Treatment Plant	11,731 s.f.
Memorial Park	130,753 s.f.
Museum Plaza	48,703 s.f.



Street Sweeping Map

City Limits

NORTH
Dec 28, 2008
1:12



Drawn by Susan Johnson

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/year, 24 hours/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 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, then 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 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 City shall release 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 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 any 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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, 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 Contractor of r surety from obligation with respect to any unpaid claims.

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

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 to 653.261 or under 29 USC section 201 to 209 form receiving overtime.

The Contractor will provide the City proof of Worker's Compensation and unemployment insurance for all employees.

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

2.2 Contract Pricing and Adjustments

Prices shall be firm thorough the first year of the Contract. Price compensation may be allowed for an escalation in the rate of contract costs on a per hour basis, at the beginning of the second year and the beginning of the three year, if additional renewals of the Contract are 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.

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 Hours of Labor

For the labor performed under this Agreement, then 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 labor 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 labor shall be paid at least time and a half for all hours work in excess of forty (40) hours in any one week except for those individuals excluded under ORS 653.010 to 653.260 or under USC SS 201-209.

2.7 Medical Care and Worker's 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, contractor agreement for the purpose of providing or paying for such service.

2.8 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 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.

2.9 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.

2.10 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/day. The City shall have communication to the sweeper by cellular phone through the Contractor.

2.11 Project Safety

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by OSHA. 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. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

2.12 Incidental Costs.

The Contractor shall be responsible 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

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 contract 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, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/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 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 7:00pm.

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 seep 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 the contract, 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. 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, 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. Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible, 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 ground 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, 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 use 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 a 1999 or newer. 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 dumpster leaving no debris on 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 the all 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.

3.9 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.

3.10 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.

3.11 Debris Removal.

The Contractor shall not dump debris on the ground. The Contractor may provide his 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.

3.12 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 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 wastes. 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.

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. 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. 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 a practical a manner as possible.

Except for leaf, street debris under this contract 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 of the processing of debris.

If debris is unscreened, all unscreened sweeping debris will be disposed 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.

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. 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

BID SCHEDULE

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, 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

Regenerative Air Sweeper: Ninety-Nine & 50/100 Dollars \$99.50 per hour x 1340 hours equals	\$ 133,330
A. Mechanical Sweeper Sixty & 00/100 Dollars \$60.00 per hour x 20 hours equal	\$ 1080
B. Water Truck Fifty and 00/100 Dollars \$50.00 per hour x 10 hours equals	\$ 500
C. Debris Removal Fourteen & 43/100 Dollars \$14.43 per cubic yard x 850 CY	\$ 12,265
D. Detail Work of City Parking Lots Fifty-Nine & 00/100 Dollars \$59.00 per hour x 48 hours equal	\$ 2,832
Total	\$ 150,000

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, the 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.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

PUBLIC WORKS STAFF REPORT

Date: December 29, 2008
To: Arlene Loble, City Manager
From: Delora Kerber, Public Works Director
Subject: Street Sweeping Services Contract

Project –

This service contract will provide monthly sweeping of all city streets, twice a month sweeping of main bike lanes, quarterly sweeping and detailed cleaning of city lots, as well as special sweeping for various activities such as: leaf removal; emergency spill response; debris removal; and adverse weather conditions.

Street sweeping is needed to keep our street and lot surfaces clean, reduce debris and litter from entering the area streams and rivers, ensure proper flow of rainwater into the storm drainage system and maintain the structural integrity of the street and lot surfaces.

Street sweeping is a key Best Management Practice used in the operation and maintenance of the City's drainage system.

Background –

Oregon public contracting laws require agencies to award certain public contracts through a competitive bid process or use an Intergovernmental Cooperative Purchasing process that was competitively bid and specifically requests the price and conditions to be extended to other agencies.

The City of Tigard went through the competitive bid process, awarding its contract to Water Truck Services, Inc., the lowest responsible bidder on August 26, 2008. Tigard's invitation to bid specifically requested the intergovernmental cooperative purchasing process for the street sweeping services.

Great Western Sweeping currently performs sweeping for Wilsonville. With the execution of this contract Water Truck Services (a Wilsonville business) will become our new street sweeping contractor.

Budget -

The not to exceed contract price for street sweeping services is \$150,000 and as a time and material contract the contractor will only be paid for the actual services provided.

The previous contractor's hourly sweeping rate was \$118.00 per hour and Water Truck Services rate is \$99.50. This will be a savings of \$18.50 per hour over our current costs.

Though the hourly cost of street sweeping has been reduced with this new contract the estimated number of hours required for sweeping has increased due to the addition of streets (i.e. Boeckman Road, Villebois streets, etc.) and parking lots (WES commuter rail park & ride) that are now maintained by the City.

In the FY 2008-09 budget \$115,000 was allocated for street sweeping services (\$76,667 from storm water maintenance and \$38,333 from road operating). This contract is for the 2009 calendar year so a portion will be paid from the FY 2008-2009 budget and the remainder will be paid from the FY 2009-2010 budget.

Recommendation -

It is recommended that the City Council approve intergovernmental cooperative purchasing bid process; accept the proposal that will best serve the interest of the City; and award the contract to Water Truck Services, Inc.