

RESOLUTION NO. 2611

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 SERVICE, INC. OR ITS SUCCESSORS IN INTEREST 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 279B, Public Contracting – Public Procurements; Wilsonville Code 2.310, Local Contract Review Board; and the Attorney General’s Model Rules, which the City has adopted as its contracting rules; and 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 obtaining street sweeping services; and

WHEREAS, an invitation to bid for Street Sweeping Services was advertised on October 31, 2016 on the City’s website, and also on November 2, 2016 in the Daily Journal of Commerce; and

WHEREAS, one proposal was submitted for consideration on November 15, 2016; and

WHEREAS, that one proposal met the requirements established in the Request for Proposals and was scored for acceptance; and

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

WHEREAS, the City’s FY 2016/2017 budget includes \$145,542 appropriated for street sweeping services, and the City’s FY 2017/2018 and FY 2018/2019 budgets will have comparable appropriations for street sweeping, which appropriations will be sufficient to pay for street sweeping services; and

WHEREAS, it is not feasible to use City staff and resources for the services for a variety of reasons, including the City does not own street sweeping trucks or equipment and does not have sufficient properly trained staff to perform street sweeping;

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

1. The City Council, acting as the Local Contract Review Board, finds and concludes:
 - 1.1. The recitals of findings above are incorporated by reference herein.
 - 1.2. The proposal by Water Truck Service, Inc. 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 279B, Public Contracting – Public Procurements; Wilsonville Code 2.310, Local Contract Review Board; 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 awards the contract for street sweeping services to Water Truck Service, Inc.
3. The City Manager is authorized to sign the contract with Water Truck Service, Inc. for street sweeping services, any subsequent amendments for calendar years 2018 and 2019 as provided in the contract, and any options exercised under the contract.
4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of December 2016, 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 Starr – Yes
Councilor Fitzgerald – Yes
Councilor Stevens – Yes
Councilor Lehan - Yes

Attachment:

Exhibit 1: Street Sweeping Services Contract

EXHIBIT A
City of Wilsonville

SCOPE OF WORK

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 Basic Services

- Sweeping of all City streets (163 lane miles*, shown in **Exhibit E**) on the following schedule:
 - Monthly
- Sweeping of Wilsonville Road and Boeckman Road bike lanes (total 7.5 lane miles*, shown in **Exhibit E**) on the following schedule:
 - Twice monthly (once in regular monthly sweep and one additional per month)
- Sweeping of all City parking lots (listed in **Exhibit E**) on the following schedule:
 - Quarterly (total area of parking lots is approximately 585,600 square feet*)

2.0 Additional Services (as requested by the City)**

- Emergency Response
 - Storm clean-up, which includes sand clean-up after snow and ice events and wind storm events
 - Call-out response, which includes accident and/or spill clean-up (must be within 45 minutes of request from City)
- Response to specific citizen requests received and approved by the City of Wilsonville
- 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 Additional Services Request Order, attached as **Exhibit C**, and signed by a designated Public Works representative.

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 GENERAL REQUIREMENTS

1.1 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, 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

1.2 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Contract as estimates. The quantities shown in **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.

1.3 Errors

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

1.4 Records

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

Contractor shall maintain records to assure conformance with the terms and conditions of this Contract, and to assure adequate performance and accurate expenditures during the term of this

Contract. 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 Contract to assure the accurate expenditure of funds.

1.5 Contractor's Office

Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to address 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 Contract. When the office is closed, a telephone answering service shall be in operation to receive messages.

1.6 Contractor's Contact

Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for Contractor with respect to implementation of the Contract and communication of information necessary for the performance of the Contract. 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 Contractor.

1.7 Project Safety

Contractor agrees that in performing the services contained within this 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 for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Contract will be reviewed and an affirmative determination made by Contractor that they meet the requirements of OSHA.

1.8 Incidental Costs and Additional Compensation

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. Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the services 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.

2.0 SERVICE REQUIREMENTS

2.1 Scope of Services

Contractor shall perform all services 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.

2.2 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 per day, within 45 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.

2.3 Contractor's Work Schedule

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.

2.4 Sweeping Schedule

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. Consideration of the times vehicles will not be present in parking areas, garbage pick-up days and any other path hindrances shall be used in the development of sweeping routes.

If the City deems it necessary, Contractor may be required to sweep a street or streets more often than once each month. Once established, Contractor shall adhere to the approved schedule.

Within ten (10) calendar days of the execution of this Contract, 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 Contractor need to modify the schedule, as submitted, Contractor shall give no less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.

2.5 Records/Logs

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. Contractor shall provide the City a written report giving the information required in the preceding sentence along with the monthly invoice. It is Contractor's responsibility to provide the City with all required information stated in this paragraph.

2.6 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 services. 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.

Contractor agrees to provide 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 Contractor, upon written request of the City. Failure to comply with such request is sufficient grounds for termination of the Contract.

2.7 Contractor's Equipment

The equipment required for performance of the Contract shall be street sweepers (Mechanical or Regenerative Air), and will have a minimum 3.5 cubic yard holding capacity. Regenerative Air Sweepers shall have no less than 17,800 pounds gross vehicle weight. 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 Vehicles 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 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 stormwater 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.

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

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.

Contractor shall keep a sufficient supply of spare brooms and parts to ensure continuous operation. Worn brushes and brooms shall be replaced and adjusted to ensure 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.

2.8 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, including street parking areas and the end of dead-end roads will be clean when sweeping has been completed.

Water shall be used as required to control dust. 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 Contractor shall immediately be removed upon notice from the Public Works Director or designee.

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 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 associated costs to Contractor. The City is authorized to deduct such cost from any payments due to Contractor.

2.9 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. Contractor shall use a Chapman Valve when filling water tanks from hydrants. Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice.

2.10 Inspections

The Contractor shall inspect ~~Inspection of~~ streets ~~being~~ swept ~~will be performed~~ on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be ~~reported to Contractor for~~ immediate correction. ~~City staff will also perform spot checks of sweeping performance standards and report areas of concern to the Contractor who will immediately correct.~~

2.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, 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 this Contract, 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.

2.12 Debris Removal

Contractor shall not dump debris on the ground. Contractor may provide his/her own drop boxes and transport equipment to haul the debris, or 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.

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 waste. Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

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

2.13 Utilities

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

3.0 HAZARDOUS SUBSTANCES

Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or 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 limitation, 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 Bulk Water Meter Permit to the City upon execution of the Contract, 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 Licenses.

4.0 DISPOSAL

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 leaves, 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 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 thirty (30) days of this Contract, and as requested by the City during the term of the Contract, 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 at any time during the term of this Contract.

5.0 WASTE SITES

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

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

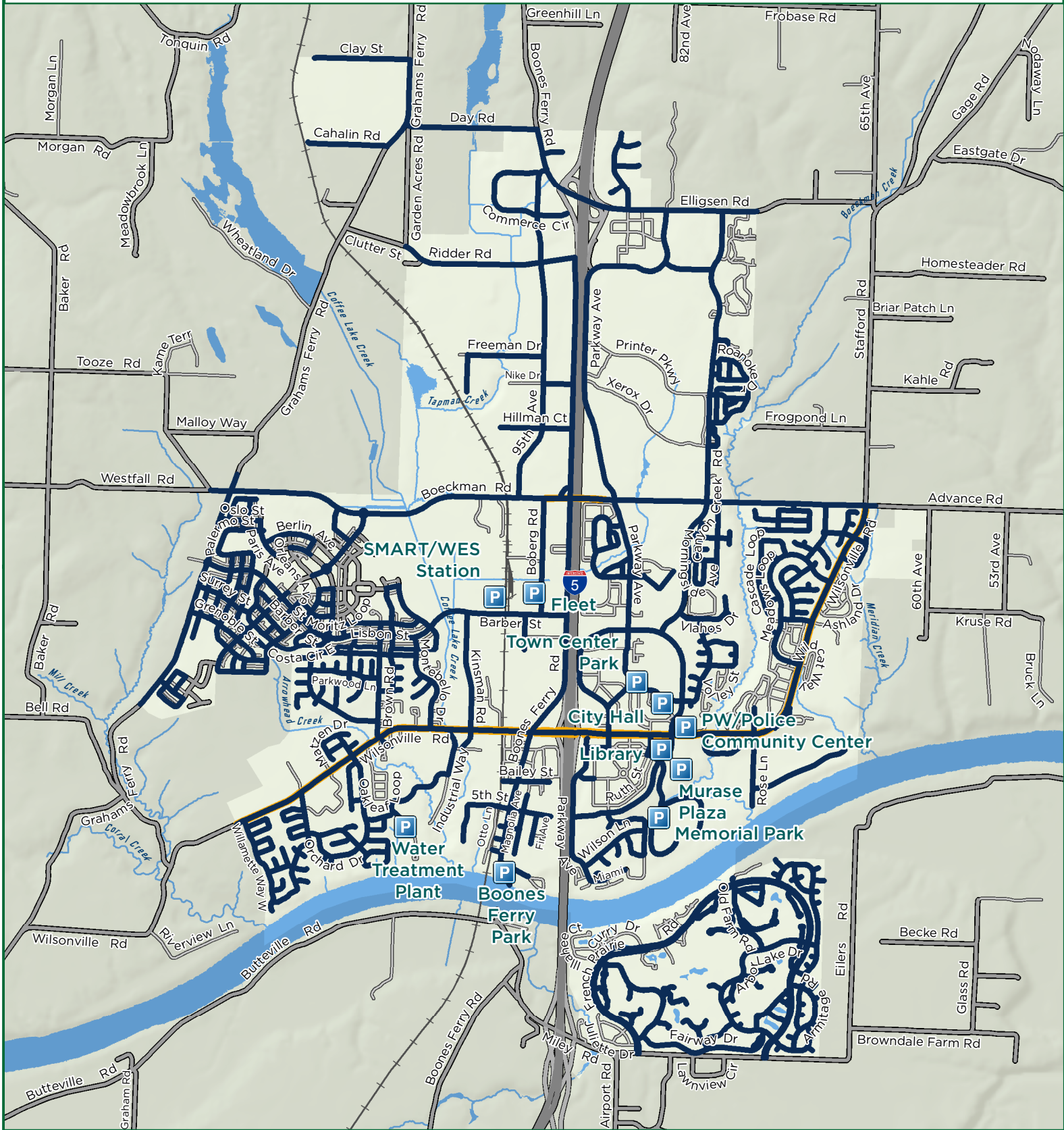
Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated City property and must be removed within 24 hours of completion of services.

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. Contractor shall collect, temporarily store (as needed and allowed), 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 E

Street Sweeping Map



- Swept parking lots (585,600 sq. ft.)
- Swept streets (163 lane miles)
- Bike lane (7.5 miles)

