

RESOLUTION NO. 5300-16

A RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION OF THE STREET SWEEPING CONTRACT WITH GREAT WESTERN SWEEPING, INC.

WHEREAS, the City needs street sweeping services; and

WHEREAS, in 2013, the City entered into a street sweeping services contract with Great Western Sweeping, Inc., which had a three-year term, with two one-year extensions; and

WHEREAS, the City wishes to extend the contract for a period of one-year;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to sign a one-year extension of the street sweeping services contract with Great Western Sweeping, Inc.

Section 2. The City Manager is authorized to approve changes to the contract scope and may make modifications to the contract price up to an addition of 10 percent of the total contract amount.

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 10th day of October, 2016.

CITY OF TUALATIN OREGON

BY Monique Beikman
Mayor Pro Tem

APPROVED AS TO LEGAL FORM

BY S-B-S
City Attorney

ATTEST

BY [Signature]
City Recorder



City of Tualatin

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FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT WITH GREAT WESTERN SWEEPING

This First Amendment to the Personal Services Agreement (First Amendment) is entered into by and between the City of Tualatin, Oregon ("City") and Great Western Sweeping ("Provider"), and are collectively referred to as the "Parties."

- A. On or about September 23, 2013, the Parties entered into a Personal Services Agreement.
- B. Whereas, the terms of the Personal Services Agreement allows for renewal of the Personal Services Agreement;
- C. The Parties wish to enter into this First Amendment to amend the Personal Services Agreement to renew the agreement, modify the price, and account for a change in Oregon law.

NOW THEREFORE, the Parties agree as follows:

Section 1. The Personal Services Agreement is amended to provide a modification of the price as follows:

- a. City agrees to pay Provider \$122.00 per hour.
- b. City agrees to pay Provider \$ 25.50 per yard of debris.
- c. The total not to exceed price of \$217,000.00

Section 2. Due to a change in Oregon law, the following is added to the Personal Services Agreement:

Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 3. Except to the extent modified by this First Amendment, the Personal Services Agreement remains in full force and effect. To the extent that any provision of the



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FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT WITH GREAT WESTERN SWEEPING

Personal Services Agreement and this First Amendment conflict, this First Amendment controls.

Section 4. This First Amendment is effective upon the date of the last signature below and the term ends on September 23, 2017.

Great Western Sweeping

CITY OF TUALATIN

By: *Daniel J. Hodson*
President

By: *S. Lombos*
Sherilyn Lombos
City Manager

Date: *9/08/16*

Date: *10/10/16*

APPROVED AS TO LEGAL FORM

S-Brady
Sean Brady
City Attorney