

RESOLUTION AWARDING BID FOR MULTI-YEAR STREET SWEEPING
CONTRACT

WHEREAS, the Street Sweeping Request for Proposal was advertised in the *Daily Journal of Commerce* on August 23 & 28; and

WHEREAS, proposals were received prior to the close of the bid period on September 6, 2013 and

WHEREAS, funding for street sweeping services is budgeted in the 2013/14 fiscal year budget line item 004-4040-515-55.03, in the amount of \$190,000 annually; and

WHEREAS, the procurement complied with the City's public contracting requirements; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, THAT:

Section 1. The City finds Great Western Sweeping, Inc. is the successful proposer for the street sweeping contract and awards Great Western Sweeping Inc., the contract.

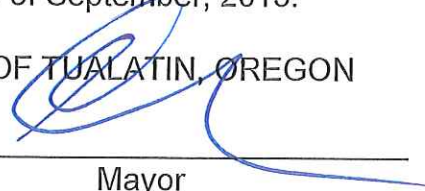
Section 2. The Mayor and City Manager are authorized to execute a three-year contract with Great Western Sweeping, Inc. for street sweeping services in the not the exceed amount of the following:

- A. Year 1 of the contract shall not exceed \$190,000.00;
- B. Year 2 of the contract shall not exceed the amount budgeted by the City Council for street sweeping services; and
- C. Year 3 of the contract shall not exceed the amount budgeted by the City Council for street sweeping services.

Section 3. This Resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 23rd day of September, 2013.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

APPROVED AS TO FORM

BY  _____
City Attorney

ATTEST:

BY  _____
Acting City Recorder

CITY OF TUALATIN, OREGON

Request for Proposals

Street Sweeping Operations

DATE & TIME DUE:

September 6, 2013 by 2:00 p.m.

SUBMIT PROPOSAL TO CITY OF TUALATIN:

***City of Tualatin
Operations Department
10699 SW Herman Road
Tualatin, OR 97062
503-691-3096***



**CITY OF TUALATIN
OPERATIONS DEPARTMENT
Street Sweeping Operations
Proposals due September 6, 2013
REQUEST FOR PROPOSALS**

The City of Tualatin is requesting proposals, from qualified Contractors (hereinafter referred to as Contractor, for providing street sweeping services under a multi-year contract. The City has approximately 151 curb miles of roads and streets swept on a regular monthly schedule. The street sweeping services will be performed within the City limits.

A successful Contractor will be selected based upon the following criteria: 1) Qualifications to perform the scope of services; 2) Prior work experience performing the scope of services; 3) Demonstrated understanding of the scope of services required; 4) References from other communities receiving services; 5) Fee schedule for providing scope of services; and 6) Overall best value to the City.

The City of Tualatin requires Contractors to submit one (1) unbound original and five (5) copies of the proposal outlining their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **2:00 p.m. on September 6, 2013**. These should be delivered to the City of Tualatin, Operations Department, at 10699 SW Herman Road, Tualatin, Oregon 97062.

The City **will not accept** facsimile or emailed proposals. The City **will not accept** any proposals after the stated opening date and time. The City will return all late proposals unopened to the submitting Contractor. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Tualatin Public Contracting Rules

The City of Tualatin reserves the right to reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

A complete copy of the Request for Proposal, invitation to propose, terms and conditions and a detailed description of services required are available on the City's website at <http://bids.tualatin.teamaha.com/>. You will need to create a login in order to view the documents for this project.

WRITTEN ADDENDA: The City reserves the right to make changes to the Request for Proposals and the Contract Documents by written addenda prior to the RFP closing. Addenda shall be made available to all contractors who have obtained a copy of the Agreement Documents.

Questions pertaining to this RFP shall be directed to Bert Olheiser, Street/Sewer/Storm Manager at 503-691-3096 or bolheiser@ci.tualatin.or.us

Published 8/23/13 and 8/28 in Daily Journal of Commerce

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Exhibits

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Exhibit "D"	Map of Sweeper Routes

PART 1

OVERVIEW

This project provides professional services to perform street sweeping services for the City of Tualatin's Operation's Department. The scope of services will include the following:

1. Provide all labor, equipment, materials, supervision, and quality control to perform street sweeping services.
2. Provide all labor, equipment, materials, supervision, and quality control to collect, handle, and properly dispose of street debris collected in the performance of the street sweeping services.
3. Perform all work in accordance with applicable federal, state, and local laws, statutes, and ordinances, as well as Clean Water Services regulatory requirements.

General Information

The City of Tualatin provides street sweeping services to a community of approximately 26,000 people. The City has approximately 151 curb miles of roads and streets swept on a regular monthly schedule.

The street sweeping services will be performed on all of the City of Tualatin streets, City owned parking lots and City owned parks. The funding of these services comes from the City's Operation Maintenance budget.

Tualatin Street Sweeping Program The City's street sweeping program consists of providing monthly sweeping of all paved City streets and City owned parking lots. The City Street Sweeping program consists of eight (8) areas in the City and sweeping of each area is performed on a regular monthly schedule. The City's sweeping schedule has been developed to avoid conflicts with the garbage collection schedule and the City requires the schedule be maintained.

PART 2

TIMELINE

08/23/13
08/28/13 Publication of Solicitation for Proposals

09/06/13 Deadline for Submission of Proposals

09/06/13 Opening of Proposals at Tualatin's Operations Department,
2:00 p.m. 10699 SW Herman RD Tualatin, Oregon

09/12/13 Notice of Intent to Award

09/23/13 Contract Award by City Council

10/01/13 Commencement of Services

10/01/16 Expiration of Contract

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES.

PART 3

SCOPE OF WORK

The street sweeping services will be provided for the City of Tualatin per the terms and conditions of the attached Personal Services Agreement. The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and terminate on October 1, 2016. Upon agreement of both parties, this Agreement maybe renewable in one (1) year increments, for a total of five (5) years.

The successful Contractor shall provide a range of professional services including, but not limited to, street sweeping service management, reporting, and documentation of services provided. The Contractor will demonstrate expertise and experience in: 1) street sweeping services; 2) quality control and performance monitoring of services provided, specific to Municipal Street sweeping; and 3) coordination with Operation's staff.

The City desires to have a street sweeping contract in place by October 1, 2013. The successful Contractor will be operational at the contract start date. The proposal for providing scope of services for street sweeping shall outline internal controls that will be used by the successful Contractor to ensure work is performed in an efficient, cost effective, reliable, and sustained manner that will satisfy the City's and Clean Water Services current and future storm and surface water management regulatory requirements.

Outline of Tasks

Task 1: Contract Management and Coordination

Contractor shall work with the City to set up street sweeping quality control measures to be utilized by the Contractor to ensure compliance with Contract requirements. The Contractor shall provide a designated contract manager that will provide response to performance, billing, or contract modification issues identified by the City.

The Contractor shall update the sweeping schedule as directed by the City throughout the duration of the Contract. Monthly progress reports and invoicing for service provided shall be prepared in an Excel spreadsheet provided by the City. Invoice and report will be due by the first of each month.

Contractor responsibilities include:

- Contract management
- Sub-Contractor management
- Coordinate and supervise contract work
- Maintain liaison and coordination with City
- Prepare records of services provided
- Monitor contract conformance

Task 2: Street Sweeping Operations

A. Street Sweeping Services

(1) Designation of Streets to be Swept. The City streets subject to scheduled, additional non-scheduled and emergency sweeps identified in the City sweeping schedule. It is estimated that 151 curb miles, all center turn lanes and cul-de-sacs in entirety are required to be swept monthly as of October 1, 2013.

- a. City owned parking lots are to be swept monthly.
- b. City parks are to be swept as needed and directed by the City.

(2) New Streets to be Swept. The City may add streets during the term of this agreement for street sweeping services under this agreement. When new streets are added to be swept under this agreement, the City shall first provide a map showing the location of the new streets to be swept and the total lineal feet to be swept.

(3) Scheduled Street Sweeps. Each street and publicly owned parking lot designated in the City sweeping schedule shall be swept once per month. The Contractor shall maintain a continuous weekly schedule until all streets are swept each month. The schedule may be revised by written request from the Street/Sewer/Storm Manager.

(4) Non-Scheduled Additional Sweeps. The Contractor shall provide non-scheduled sweeping services in addition if requested by the City. The City shall compensate the Contractor for additional sweepings performed under this paragraph at the hourly rate specified on page 19 of the Personal Services Agreement.

(5) Emergency Additional Sweeps. If an adverse weather condition, traffic hazard or other condition requires an emergency additional sweep, the City shall immediately notify the Contractor that an emergency sweep is necessary and the Contractor shall perform the sweep within 1 hour of notification. The City shall compensate the Contractor for sweeps performed under this paragraph at the hourly rate specified on page 19 of the Personal Services Agreement. If the Contractor does not or cannot perform emergency sweeps, the City may provide or contract for such emergency sweeps. In this event, the Contractor shall be responsible to reimburse the City for the emergency sweep and shall reimburse the City for all additional costs incurred therein within five (5) business days of the posting date of an itemized invoice sent by the City to the Contractor.

(6) Performance of Street Sweeps.
a. The Contractor shall not be required to sweep those portions of streets blocked by parked vehicles.

b. All street sweeps shall be performed to comply with the provisions of City Ordinance (Sound Levels and Noise) and all subsequent amendments.

c. The Contractor shall designate a representative to be available to direct all of Contractor's operations under this agreement. The representative shall report any problems to the Street/Sewer/Storm Manager. The representative of the Contractor under this paragraph is hereby designated as Daniel F. Dodson. The Contractor shall immediately notify the City in writing of any change in the representative.

d. The Contractor shall perform all street sweeping services under this agreement in a timely and workmanship-like manner and shall follow the schedule agreed to with the City. Mechanical Sweepers shall be driven at a speed between 4 and 7 MPH during sweeping operations to assure all debris is picked up.

e. In the event the City determines that a street section has been improperly swept, the City shall request by telephone or email, that the area be re-swept. The Contractor shall perform the re-sweep within one (1) day of the request by the City, at no additional compensation. In the event the re-sweep is not performed or is improperly performed as determined by the City, the City at its option, may perform the re-sweep and charge the Contractor for the cost of this service or make a deduction from its compensation to the Contractor for the full amount.

f. The Contractor will be responsible for sweeping and removal of all debris in the roadway including sticks, rocks, leaves and all other debris left in the street behind the sweeper. The sweeper shall avoid tracking mud during operation. The disposal of this debris shall be paid by the City at the said cubic yard cost as noted on page 19 of the Personal Services Agreement.

g. A high efficiency vacuum and/ or a regenerative air sweeper shall be used on all mechanical street sweepers performing under this agreement as the Primary and Secondary sweeper units. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns. Sweeper must be equipped with an independent recording device that records speed while sweeping (broom activated, pickup head down, blower on), miles swept, and hours swept. Operator supplied data will not be accepted under the terms of this Agreement.

h. The Contractor must provide a truck or drop boxes with a minimum capacity of 10 cubic yards at locations designated by the City.

i. Hours of operation on residential and minor collector streets shall be between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Hours of operation on main arterials shall comply with the City of Tualatin Public Works Construction Code section 302.2.00. Hours of operation in City Parking Lots shall be during non-usage hours. The City reserves the right to modify as needed.

B. Street Sweeping Equipment

(1) Contractor to Provide Necessary Equipment. The Contractor shall provide all necessary equipment, fuel, spare parts, and maintenance as required for the performance of this agreement. The Contractor shall keep a sufficient supply of spare brooms and other parts on hand in order to provide timely and continuous performance of this agreement.

(2) Designation of Street Sweeping Equipment. The Contractor shall designate the street sweepers intended for use in the performance of this agreement. Such street sweepers shall be designated as either primary or secondary street sweepers and shall be identified by serial numbers or other identification. Primary street sweepers shall not be more than 3 years old and Secondary street sweepers shall not be more than 6 years old. High efficiency and/or regenerative air sweepers are required as the primary and secondary sweepers for conformance with the City and Clean Water Services Storm Water Management Program and mechanical sweepers for occasional rock spills, road sand, leaves, and heavy debris. Generative air sweepers shall have no less than 17,800 lb. gross vehicle weight.

(3) Specifications for Street Sweeping Equipment.

a. Street sweeping equipment shall be capable of dumping directly into trucks or drop boxes provided by the Contractor at locations designated by the City. The Contractors shall utilize these locations to minimize sweeper travel time.

b. Wet vacuum type street sweepers shall be equipped with an efficient water spray system capable of controlling dust and the spray system shall be maintained in good operating condition. Dust clouds will not be acceptable. The Contractor shall be required to purchase a City Water Usage Permit.

c. Street sweeping equipment operated on public streets shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.

d. Street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. If a sweeper becomes inoperable, the Secondary sweeper must be immediately available.

e. Street sweepers shall have a minimum useable capacity of three (3) cubic yards.

f. Street sweepers shall be self-propelled, equipped with dual gutter brooms and be capable of sweeping a nine (9) foot path.

g. High efficiency vacuum and or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the Primary and Secondary sweeper unit. High efficiency sweepers shall be certified, filter air

particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns. Sweeper must also be equipped with an independent recording device that records speed while sweeping (broom activated, pickup head down, blower on, miles swept, and hours swept). Operator supplied data will not be accepted under the terms of this Agreement.

h. The Contractor must provide a truck or drop boxes with a minimum capacity of 10 cubic yards at locations designated by the City. The truck or dump box must be emptied in a timely manner so as not to interfere with sweeper production. Debris shall not be dumped on the ground. Drop boxes shall be removed within one (1) working day from zone completion.

i. Contractor shall dispose of debris by methods approved by DEQ, Clean Water Services and the City. The Contractor shall comply with all Federal, State, County and Local laws.

(4) Contractor Responsible for Damages. All damages sustained to street sweeping equipment due to the performance of this agreement shall be the sole responsibility of the Contractor.

(5) Equipment Breakdown. At no time shall the Contractor be unable to perform scheduled sweeps due to the lack of parts. The secondary machine must be available. If equipment failure or breakdown occurs and such failure or breakdown prevents the Contractor from performing scheduled, non-emergency or emergency sweeps over a Twenty-four hour period, the City may authorize the performance of such street sweeps as necessary. The Contractor shall reimburse the City for the cost thereof within five (5) business days of the post date of an itemized invoice sent by the City to the Contractor.

PART 4

PROPOSAL CONTENT

Proposals must contain and include all information and documentation listed below:

- A.** Provide one (1) unbound original proposal and five (5) copies of the proposal to the City. The proposal shall not be more than twenty (20) pages single sided printing, or ten (10) pages double sided printing in length, exclusive of the following:
 - A one page cover letter
 - Executive Summary
 - Contractor background information
 - Resumes of team members and personnel references
 - Timeline spread sheet
 - Fee estimate spread sheet
- B.** List Contractor size and years in business
- C.** Status as a "Resident" or "Non-Resident" bidder under ORS 279A.120 (Required form included as "Attachment B.")
- D.** Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- E.** Completed Non-Discrimination Form: The successful submitting Contractor or Contractor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, Contractor will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting Contractor must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as "Attachment C.")
- F.** The submitting Contractor must include an Executive Summary of relevant background information and a statement indicating that the Contractor has the ability to complete the described project in a successful manner.
- G.** Provide a proposal section that describes the submitting Contractor's or contractor's
- H.** Understanding of the scope of services sought.
- I.** Submit an estimate of billable hours to provide scheduled sweepings.

- J.** Demonstrate that the contractor and team have experience in providing street sweeping services.
- K.** List three references, preferably within the State of Oregon and preferably in the Portland Metro area, which can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- L.** Describe your Contractor's pending work schedule and impacts of availability on your Contractor's ability to work on the project following the notice of award.
- M.** If any sub-Contractors are proposed, provide a list of tasks, the names, responsibilities, and qualifications of those sub-Contractors.
- N.** Present an "Hourly Rate" fee proposal and total hours estimated to provide the street sweeping services as defined by the City's current sweeping schedule.

PART 5

EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score, and rank proposals according to the criteria set forth below.

Evaluation Criteria

- A. *Qualifications of the Contractor:*** The Evaluation Committee will score the proposing Contractor's qualifications relating specifically to their ability to complete satisfactorily the scope of services outlined in the Scope of Work. (Maximum Score is 20 Points)
- B. *Contractor Qualifications and Demonstrated Accomplishments:*** The Evaluation Committee will score the demonstrated accomplishments of the proposing Contractor in the areas identified by the Scope of Work. (Maximum Score is 15 Points)
- C. *Demonstrated Project Understanding:*** The Evaluation Committee will score the proposing Contractor's demonstrated understanding of the scope of services sought. (Maximum Score is 15 Points)
- D. *Organization and Staffing of Proposing Contractor:*** The proposing Contractor must demonstrate the availability of adequate staff to perform the street sweeping tasks within the allotted time schedule. The Contractor must provide a clear description of supervision and quality control measures implemented in the execution of a service contract. Experience of management staff and operators will be the distinguishing criteria assessed. (Maximum Score is 15 Points)
- E. *Evaluation of Fee Schedule:*** The Evaluation Committee will score the proposing Contractor's fee schedule based on the reasonableness of the fees in relation to existing City sweeping schedule. Additionally, scoring shall also take into consideration of any fee structure or scheduling changes proposed to the current City schedule that may contribute to the "best value" for the City. (Maximum Score is 35 Points)

The Evaluation Committee will rank each Contractor based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible. The Evaluation Committee will establish a short list of no more than three Contractors following the proposal evaluation and ranking process to enter into negotiations with the street sweeping contract.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A. Following the ranking of submitted proposal information, the Street/Sewer/Storm Manager or their designee will join at least two members of the Evaluation Committee and become the "Selection Committee."
- B. The Selection Committee, at its sole discretion, may choose to interview short-listed Contractors prior to making their final recommendation.
- C. The Selection Committee shall engage in negotiations whose objective shall be obtaining written agreement on:
 - Contractor's performance obligations and performance schedule
 - Compensation to the Contractor for services outlined in the Scope of Work
 - The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Contractor
- D. If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and begin negotiations with the second highest scoring Contractor.
- E. The City will give the Notice of Intent to Award.
- F. The Selection Committee will submit its final recommendation to the City Council for formal approval.
- G. The City Council will award the contract.
- H. The City and the Contractor will enter into an agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **2:00 p.m. on September 6, 2013**. The City ***will return*** proposals received after this deadline, unopened, to the proposer. The City ***will not*** accept faxed or emailed proposals.

- A. Proposal:** The proposer will deliver an unbound original and five complete copies of the Proposal to the following address:

**City of Tualatin – Operations
10699 SW Herman Road
Tualatin, Oregon 97062**

- B. Cover Letter:** A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached). A legal representative of the proposer, authorized to bind the Contractor in contractual matters, must sign the cover letter.

- C. Direct all correspondence pertaining to this RFP to:**

Stacy Zabransky
szabansky@ci.tualatin.or.us
503-691-3091
City of Tualatin - Operations Department

Any questions pertaining to Scope of Work shall be directed to:

Bert Olheiser, Street/Sewer/Storm Manager
bolheiser@ci.tualatin.or.us
503-691-3096
City of Tualatin - Operations Department

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance:

- Proposal shall be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting Contractor's proposal within sixty-(60) days from the RFP closing date, then the Contractor may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records:

- All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

- The City reserves the right to obtain clarification of any point in a Contractor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Contractor's proposal.

D. Form of Agreement

- A copy of the standard Personal Service Agreement, which the City expects the successful Contractor or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

- The City reserves the right:
 - To reject any or all proposals not in compliance with all public procedures and requirements;
 - To reject any proposal not meeting the specifications set forth herein;
 - To waive any or all irregularities in proposals submitted;
 - To reject all proposals;
 - To award any or all parts of any proposal; and
 - To request references and other data to determine responsiveness

F. Protest Process

- Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Tualatin Public Contracting Rules.

ATTACHMENT "A"
PERSONAL SERVICES AGREEMENT

CITY OF TUALATIN
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Great Western Sweeping, Inc. ("Provider").

Section 1. Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence. To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence of the document. There are no Agreement Documents other than those listed: (i) this Agreement including price proposal; (ii) any documents specifically referenced in this Agreement; and (iii) the attached Scope of Work/Proposal; and Tualatin Public Works Standards.

Section 2. Work. Provider shall complete all Work that is generally described as set forth in Attachment A, which is incorporated into this Agreement as if fully set forth in Exhibit "A". All Work shall be performed by qualified personnel and other professionals that are properly licensed under the laws of the State of Oregon. Provider shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Provider or any of Provider's subcontractors or contractors, except for those items identified as the responsibility of the City.

Section 3. Effective Date. The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.

Section 4. Standard of Care. Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. Provider will reimburse City for all costs if performance fails to meet this standard.

Section 5. Duty to Inform. If during the performance of this Agreement or in the future, Provider becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Provider shall give prompt written notice to City's Project Manager. Delay or failure by City to provide a written response to Provider shall not constitute agreement with, nor acquiescence to, Provider's statement or claim, nor constitute a waiver of City's rights.

Section 6. Independent Contractor; Responsibility for Taxes and Withholding

- A. Provider shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the City may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work.
- B. Provider understands and agrees that Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Provider shall be responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Agreement and, unless Provider is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Provider is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 7. Subcontracting.

- A. Provider's services are unique and as such, shall not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.
- B. If City permits a subcontract as set forth in subsection A, Provider shall not be relieved of any of its duties or obligations under this Agreement.
- C. All subcontracts for services shall be issued under written agreements that include all provisions required under Oregon Public Contracting law and substantially similar to the City's Standard Agreement provisions.

Provider shall provide City a copy of all Agreements with subcontractors who are performing work under this Agreement, upon request by City.

Section 8. Ownership of Intellectual Property.

A. Definitions. As used in this Section 8, and elsewhere in this Agreement, the following terms have the meanings set forth below:

(i) "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.

B. Original Works. All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Provider under this Agreement is a derivative work based on Provider Intellectual Property, or is a compilation that includes Provider Intellectual Property, Provider hereby grants to City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Provider Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Provider under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

C. Provider Intellectual Property. In the event that Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property, and to authorize others to do the same on City's behalf.

D. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 9. Price; Payment Process.

A. Agreement Price. City agrees to pay Provider the hourly rate and the cubic yard rate stated within this agreement, which is inclusive of all hours necessary to complete the Work, but in no event shall City pay provider above the not to exceed amount. For the first year of the Agreement, the not to exceed amount is \$190,000. The not to exceed amounts for the second and third year of the Agreement shall be as specified by the City in writing to Provider. City certifies that it has sufficient funds currently authorized for expenditure to finance the costs of the first year of this Agreement. Thereafter, all funds are subject to City Council budgetary appropriation.

- B. Payment Process.** Provider shall furnish City an invoice for services on a monthly basis. The invoice shall contain an itemized statement showing the work completed by Provider. City will pay Provider for services invoiced within 30 days of receiving an itemized invoice ("net thirty"), unless City's disputes the invoice, in which case City will only pay for those services not in dispute. Any invoice received more than ninety (90) days after final payment is made or contract terminated may be considered null and void by the City and Provider shall have no right to payment for the invoiced amount.

Section 10. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, mail, facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery shall be effective when actually delivered.
- B. Notice by Mail.** Notice given by mail shall be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing.
- C. Notice by Facsimile.** Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Agreement Administrator.
- D. Notice by Email.** Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- E. Notice to Project Manager.** Unless otherwise notified in writing as set forth above, notices shall be given to the Project Managers. If a Party's Project Manager is changed, notification of the change shall be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which shall be promptly furnished.

1. **Bert Olheiser, Street/Sewer/Storm Manager**
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062
503-691-3096 Office, 503-692-2024 fax
bolheiser@ci.tualatin.or.us
2. **Daniel F. Dodson, Owner**
Great Western Sweeping, Inc.
PO Box 926
14450 SW Tualatin Sherwood Road
Sherwood, OR 97140
503-625-0596 Office, 503-625-0672 Fax

Section 11. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 12. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 14. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained. Any waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

Section 15. Records Maintenance; Access. Provider shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Provider shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Provider's performance. Provider acknowledges and agrees that City, the State of Oregon, and the federal government and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of Provider that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

Section 16. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Provider and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 17. Nondiscrimination; Compliance with Applicable Law. Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.

Section 18. Registered in Oregon and City of Tualatin. If Provider is not domiciled in or registered to do business in the State of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Provider shall have or acquire a City business license prior to executing this Agreement.

Section 19. Use of Recycled Products. Provider shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 20. Force Majeure. Neither City nor Provider shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Provider, respectively. Provider shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

Section 21. Survival. All rights and obligations of the parties shall cease upon termination or expiration of this Agreement, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Agreement.

Section 22. Joint and Several Liability. In the event Provider includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.

Section 23. Indemnification.

- A. General indemnity.** Provider shall defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the acts or omissions of Provider or its officers, employees, subcontractors, or agents.

- B. Indemnity for infringement claims.** Without limiting the general indemnity, Provider expressly agrees to defend, indemnify, and hold City, its officers, employees, and agents harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to the City by Provider that may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that city shall provide Provider with prompt written notice of any infringement claim.
- C. Control of defense and settlement.** Provider shall have control of the defense and settlement of any claim that is subject to indemnity; however, neither Provider nor any attorney engaged by Provider shall defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents, without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor shall Provider settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that Provider is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 24. Insurance. Provider shall provide City a copy of each insurance policy, issued by a company currently licensed in the State of Oregon and certified as a true copy by an authorized representative of the issuing company or a certificate in a form satisfactory to City certifying to the issuance of such insurance. All policies shall provide for not less than 30 days' prior written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. All policies shall provide an endorsement naming the City, its officers, employees, and agents as additional insureds.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.
- B. General.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Primary.** Coverage provided by the policy(ies) shall be primary and any other insurance carried by City is excess. Provider shall be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017.

Section 25. Execution of Agreement. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

Section 26. Governing Law; Venue; Consent to Jurisdiction.

- A.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence shall apply. In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Agreement interpretation.
- B.** Any claim, action, suit or proceeding (collectively, "Claim") between City and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court.

Section 27. Public Contracting Requirements. Provider shall comply with the provisions of ORS 279A.110; ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

Section 28. Default; Remedies; Termination.

A. Default by Provider. Provider shall be in default under this Agreement if:

(i) Provider institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Provider no longer holds a license or certificate that is required for Provider to perform its obligations under the Agreement and Provider has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in such notice; or

(iii) Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

B. City's Remedies for Provider's Default. In the event Provider is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement;

(ii) withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; and

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Provider was not in default, then Provider shall be entitled to the same remedies as if this Agreement was terminated.

C. Default by City. City shall be in default under this Agreement if:

(i) City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice; or

(ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

D. Provider's Remedies for City's Default. In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy shall be:

(i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum; and

(ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the

amount due to Provider under this subsection, Provider shall pay immediately any excess to City upon written demand provided.

E. Mutual Termination. City and Provider may terminate this Contract by mutual written consent at any time.

F. Termination By City. At its sole discretion, City may terminate this Agreement:

(i) For any reason upon thirty (30) days' prior written notice by City to Provider;

(ii) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(iv) Immediately upon written notice by City to Provider, or at such later date as City may establish in such notice, upon the occurrence of Default by Provider.

G. Termination By Provider. Provider may terminate this Agreement with such written notice to City upon the occurrence of the following events:

(i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or

(ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

H. Return of Property Upon Termination. Upon termination of this Agreement for any reason whatsoever, Provider shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Provider shall immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Provider shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

Section 29. Dispute Resolution. The Parties shall exercise good faith and due diligence to resolve any disputes that may arise between them. The Parties will work amicably to resolve disputes. If a dispute cannot be resolved, the Parties shall submit the matter to mediation. The mediator shall be chosen by mutual agreement. If a mediator cannot be agreed upon, the Parties agree to present the dispute to a mediator selected by the Presiding Judge of Washington County Circuit Court. The mediation fee shall be borne equally by the Parties. If the dispute cannot be resolved through discussion, negotiation or mediation, either Party may pursue resolution by litigation, as provided the jurisdictional provision of this Agreement.

Section 30. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party shall be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 31. Public Records Law. Provider acknowledges that any disclosures Provider makes to City under this Contract are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410-192.505, the provisions for the Custody and Maintenance of Public Records. The non-disclosure of documents or of any portion of a document submitted by Provider to City may depend upon official or judicial determinations made pursuant to the foregoing laws. Provider will be notified prior to City's release of documents. Provider shall be exclusively responsible for defending Provider's position concerning the confidentiality of the requested documents, at its own expense.

Section 32. Confidentiality and Protection of Personal Information. Provider acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Provider agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED this 23rd day of September, 2013.

Great Western Sweeping, Inc.
PROVIDER

CITY OF TUALATIN

By _____

By _____

Title _____

Sherilyn Lombos,
City Manager

Provider's Federal ID Number or
Social Security Number

APPROVED AS TO LEGAL FORM

City Attorney

STREET SWEEPING PRICE PROPOSALS

The following price rates are effective through the terms and conditions outlined in this Agreement.

Description	Price Proposal
Scheduled, non scheduled and emergency sweeps <i>Price to be inclusive of all sweeping</i>	\$ 115.00 Hourly Rate
Hauling and disposal of all sweeper debris	\$ 24.00 Cubic Yard

ATTACHMENT "B"
BIDDER/PROPOSER RESIDENCY STATEMENT

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____ Date: _____

Printed or Typed Name: _____

Title: _____

Contractor: _____

Telephone: _____

ATTACHMENT "C"
CERTIFICATE OF NON-DISCLOSURE

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to the City of Tualatin that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Contractor: _____

EXHIBIT "A"

EXHIBIT "A"
STREET SWEEPING SCOPE OF SERVICES

Street Sweeping Operations

A. Street Sweeping Services

(1) Designation of Streets to be Swept. Those City streets subject to scheduled, non-scheduled, additional and emergency sweeps identified in the City sweeping schedule. It is estimated that 151 curb miles are required to be swept monthly as of October 1, 2013.

1a City owned parking lots scheduled for monthly sweeps

1b City Parks

Those additional city park sweeps directed to be swept as needed and directed by the City.

(2) New Streets to be Swept. The City may add streets during the term of this agreement for street sweeping services under this agreement. When new streets are added under this agreement, the City shall first provide a map showing the location of the new streets to be swept and the total lineal feet to be swept.

(3) Scheduled Street Sweeps. Each street and city owned parking lots designated in the City sweeping schedule shall be swept monthly. The Contractor shall maintain a continuous weekly schedule until all streets are swept each month. The schedule has been constructed to avoid interference with the garbage pickup schedule and may be revised by written request from the Manager or designee.

(4) Non scheduled Additional Sweeps. The Contractor shall provide sweeps in addition to those scheduled under paragraph (3), above, if requested by the City. The City shall compensate the Contractor for sweeps performed under this paragraph at the hourly rate specified in the Personal Services Agreement.

(5) Emergency Additional Sweeps. If an adverse weather condition Traffic Hazard or any other condition requires an immediate emergency additional street sweep, the City shall immediately notify the Contractor that an emergency street sweep is necessary and the Contractor shall perform the sweep within one (1) hour of notification. The City shall compensate the Contractor for sweeps performed under this paragraph at the hourly rate specified rate in the Personal Services Agreement, page 19. If the Contractor does not or cannot perform emergency sweeps, the City may provide or contract for such emergency street sweep. In this event, the Contractor shall be responsible for the cost to the City of the emergency sweep and shall reimburse the City for all additional costs incurred therein within three (3) days of the posting date of an itemized invoice sent by the City to the Contractor.

(6) Performance of Street Sweeps.

a. The Contractor will not be required to sweep those portions of street blocked by parked vehicles.

b. All street sweeps shall be performed to comply with the provisions of City Ordinance (Sound Levels and Noise) and all subsequent amendments.

c. The Contractor shall designate a representative to be available to direct all of Contractor's operations under this agreement. The representative shall report any problems to the City. The representative of the Contractor under this paragraph is hereby designated as Daniel Dodson. The Contractor shall immediately notify the City in writing of any change in the representative.

d. The Contractor shall perform all street sweeping services under this agreement in a timely and workmanship-like manner and shall follow the schedule agreed to with the City. Sweepers shall be driven at a speed between 4 and 7 MPH during sweeping operations to assure all debris is picked up.

e. In the event the City determines that a street section has been improperly swept, the City shall request by telephone, or E- Mail that the area be re-swept. The Contractor shall perform the re-sweep within one (1) day of the request by the City, at no additional compensation. In the event the re-sweep is not performed or is improperly performed as determined by the City, the City, at its option, may perform the re-sweep and charge the Contractor for the cost of this service or deduct from its compensation to the Contractor an amount based upon the hourly rate specified in Personal Services Agreement of this agreement, based upon estimated amount of time required for the sweep.

f. The Contractor will be responsible for sweeping and removal of all debris in Roadway including sticks, rocks, leaves and all other debris left in the street behind the sweeper. The sweeper shall avoid tracking mud during operation. A collection of these items shall be paid for by the City at the cubic yard costs identified in the Personal Services Agreement, page 19.

g. A high efficiency vacuum and/ or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary and secondary sweeper units. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns. Sweeper must be equipped with an independent recording device that records speed while sweeping (broom activated, pickup head down, blower on), miles swept, and hours swept. Operator supplied data is not sufficient.

h. The Contractor must provide a truck or drop boxes with a minimum capacity of 10 cubic yards. The locations of drop boxes must be approved by the City.

B. Street Sweeping Equipment

(1) Contractor to Provide Necessary Equipment. The Contractor shall provide all necessary equipment, fuel, spare parts, and maintenance as required for the performance of this agreement. A sufficient supply of spare brooms and other parts shall be kept on hand by the Contractor in order to provide timely and continuous performance of this agreement.

(2) Designation of Street Sweeping Equipment. The Contractor shall designate the street sweepers intended for use in the performance of this agreement. Such street sweepers shall be designated as either primary or secondary street sweepers and shall be identified by serial numbers or other identification. Primary street sweepers shall not be more than 3 years old and Secondary street sweepers shall not be more than 6 years old. High efficiency and/or regenerative air sweepers are required as the primary and secondary sweepers for conformance with the City and Clean Water Services Storm Water Management Program and mechanical sweepers as Secondary for occasional rock spills, road sand, leaves, and heavy debris. Generative air sweepers shall have no less than 17,800 lb. gross vehicle weight.

(3) Specifications for Street Sweeping Equipment.

a. Street sweeping equipment shall be capable of dumping directly into trucks or drop boxes provided by the Contractor at locations designated by the City. The Contractor shall utilize these locations to minimize sweeper travel time.

b. Wet vacuum type street sweepers shall be equipped with an efficient water spray system capable of controlling dust and the spray system shall be maintained in good operating condition. Dust clouds shall not be acceptable. The Contractor shall be required to purchase a City Water Usage Permit.

c. Street sweeping equipment operated on Public Street shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.

d. Street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. If a sweeper becomes inoperable, the secondary sweeper must be available.

e. Street sweepers shall have a minimum useable capacity of three (3) cubic yards.

f. Street sweepers shall be self-propelled, equipped with dual gutter brooms and be capable of sweeping a nine (9) foot path.

g. High efficiency vacuum and or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary and secondary sweeper units. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns. Sweepers must also be equipped with an independent recording device that records speed while sweeping (broom activated, pickup head down, blower on), miles swept, and hours swept. Operator supplied data is not sufficient.

h. The Contractor must provide a truck or drop boxes with a minimum capacity of 10 cubic yards. The locations of the drop boxes must be approved by the City. The truck or dump box must be emptied in a timely manner so as not to interfere with sweeper production. Debris shall not be dumped on the ground. Drop boxes shall be removed within one (1) working day from zone completion.

i. Contractor shall be required to have a backup means of handling materials. Contractor shall be required to dispose of debris by methods approved by DEQ, Clean Water Services and the City. Contractor shall comply with all federal, state and local laws.

(4) Contractor Responsible for Damages. All damages sustained to street sweeping equipment due to the performance of this agreement shall be the sole responsibility of the Contractor.

(5) Equipment Breakdown. At no time shall the Contractor be unable to perform scheduled sweeps due to the lack of parts. The secondary machine must be available. If equipment failure or breakdown occurs and such failure or breakdown prevents the Contractor from performing scheduled, non-scheduled or emergency sweeps over a twenty-four hour period, the City may authorize the performance of such street sweeps as necessary. The Contractor shall reimburse the City for the cost thereof within three (3) days of the post date of an itemized invoice sent by the City to the Contractor.

EXHIBIT "B"

EXHIBIT "B"
CITY OF TUALATIN SWEEPING SCHEDULE

All City streets and City owned parking lots are to be swept on a monthly schedule. All sweeps are scheduled beginning the first full week of each month as follows:

Schedule	Section
1st Monday	Section 1
1st Tuesday	Section 2
1st Wednesday	Section 3
1st Thursday	Section 4
1st Friday	Section 5
2nd Tuesday	Section 6
2nd Wednesday	Section 7
2nd Thursday	Section 8

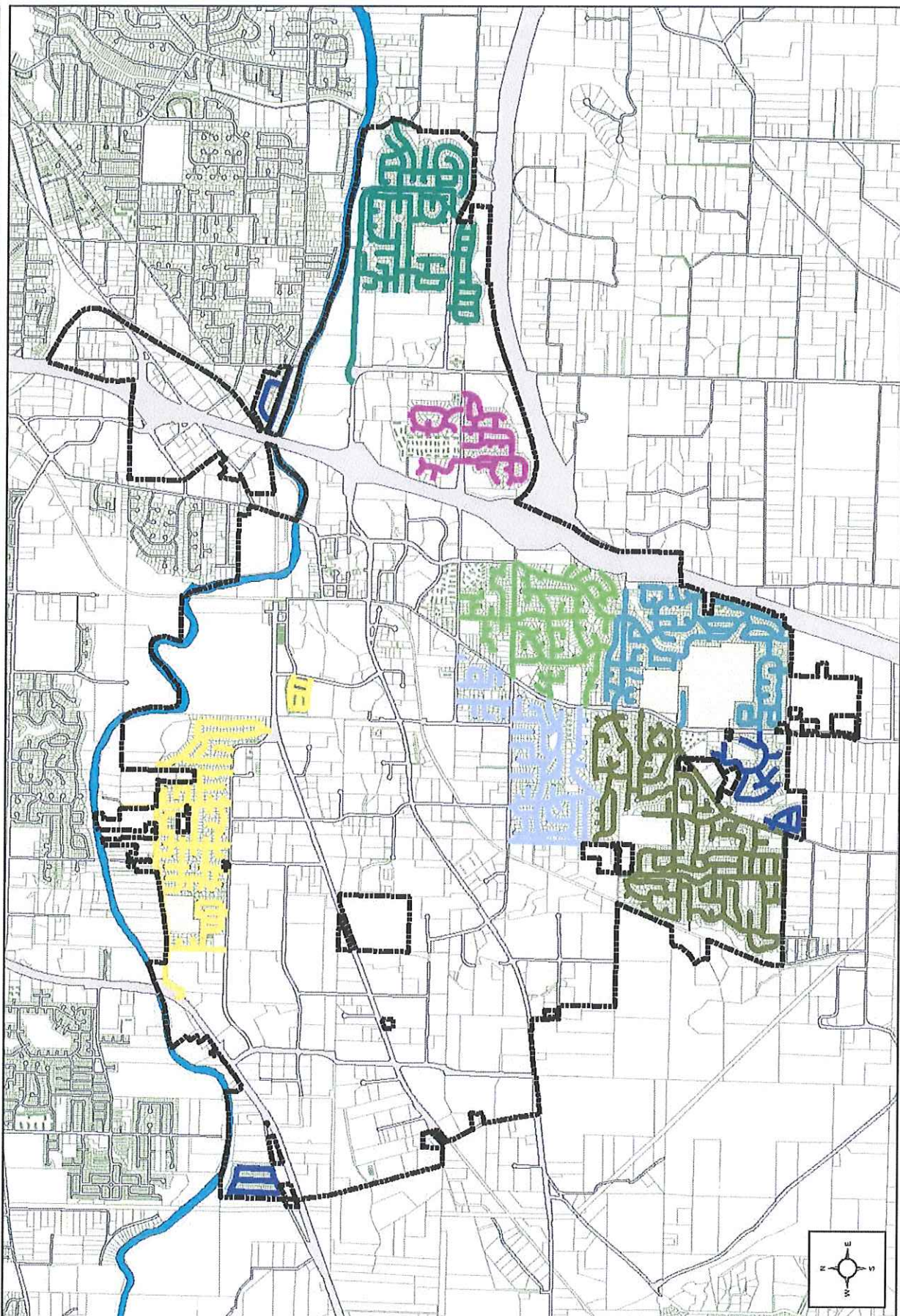
EXHIBIT "C"

EXHIBIT "C" CITY OF TUALATIN NOISE ORDINANCE

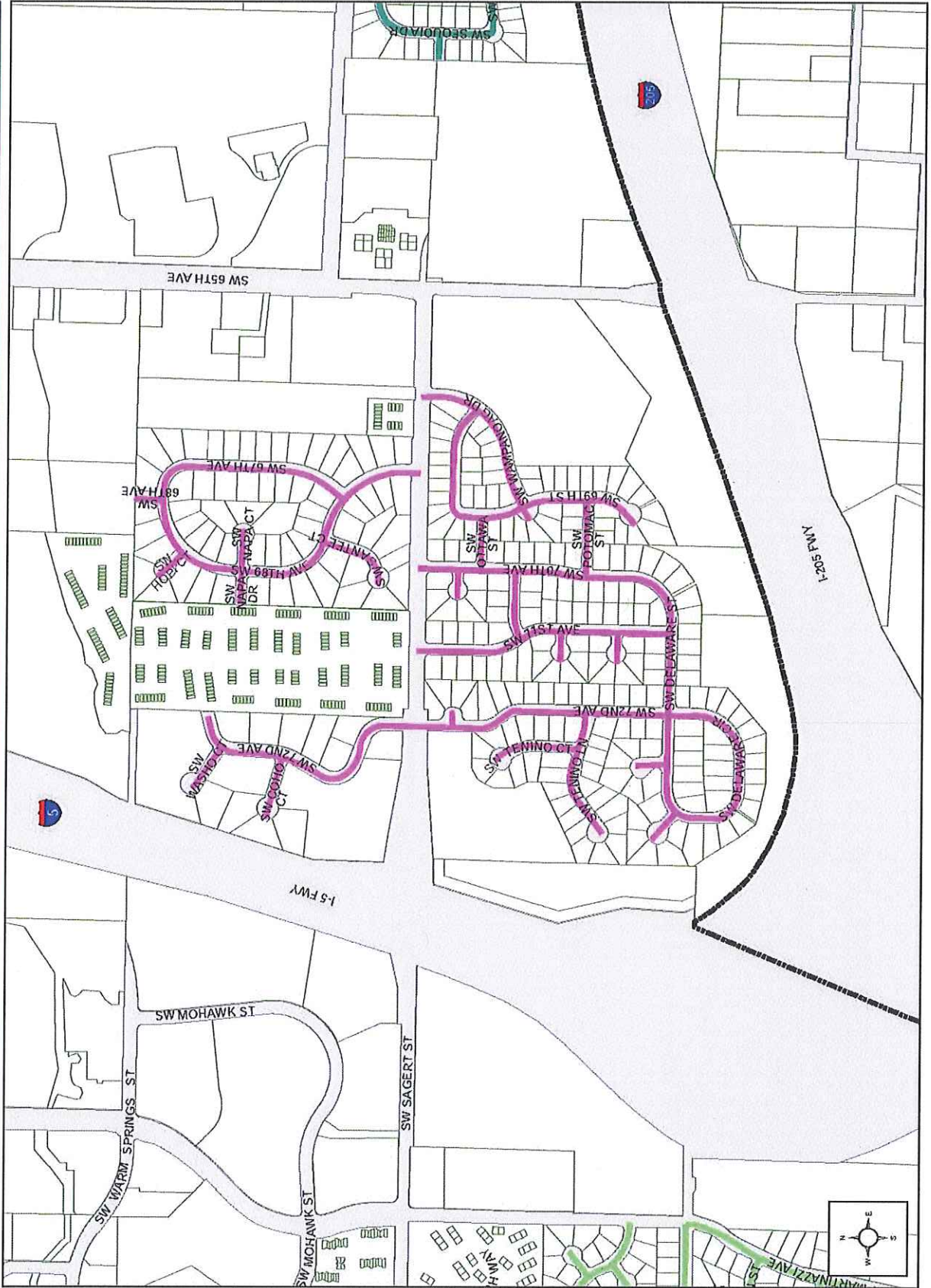
Section 63.051 Noise

- (1) Except as otherwise provided in this section, all industrial development shall comply with the Oregon State Department of Environmental Quality Standards relating to noise. From 9:00 p.m. to 7:00 a.m., a dBA reading from an industrial development, whether new or existing shall not exceed an L-max of 50 dBA when measured from a noise sensitive property.
- (2) Method of measurement: sound or noise measurements procedures shall conform to the methods described in this section or to procedures approved by the Department of Environmental Quality.
 - a. Measurements shall be made with a calibrated sound level meter in good operating condition, meeting the requirements of a Type I or Type II meter, as specified in ANSI Standards, Section 1.4-1971. For purposes of this section, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability.
 - b. Persons conducting sound level measurements shall have received training in the techniques of sound measurement and the operation of sound measuring instruments from the Department of Environmental Quality or other competent body prior to engaging in any enforcement activity.
 - c. When sound measurements are made, they shall be made from a position no more than 25 feet away from the noise sensitive property (Ord. 769-89, §1,2/27/89)

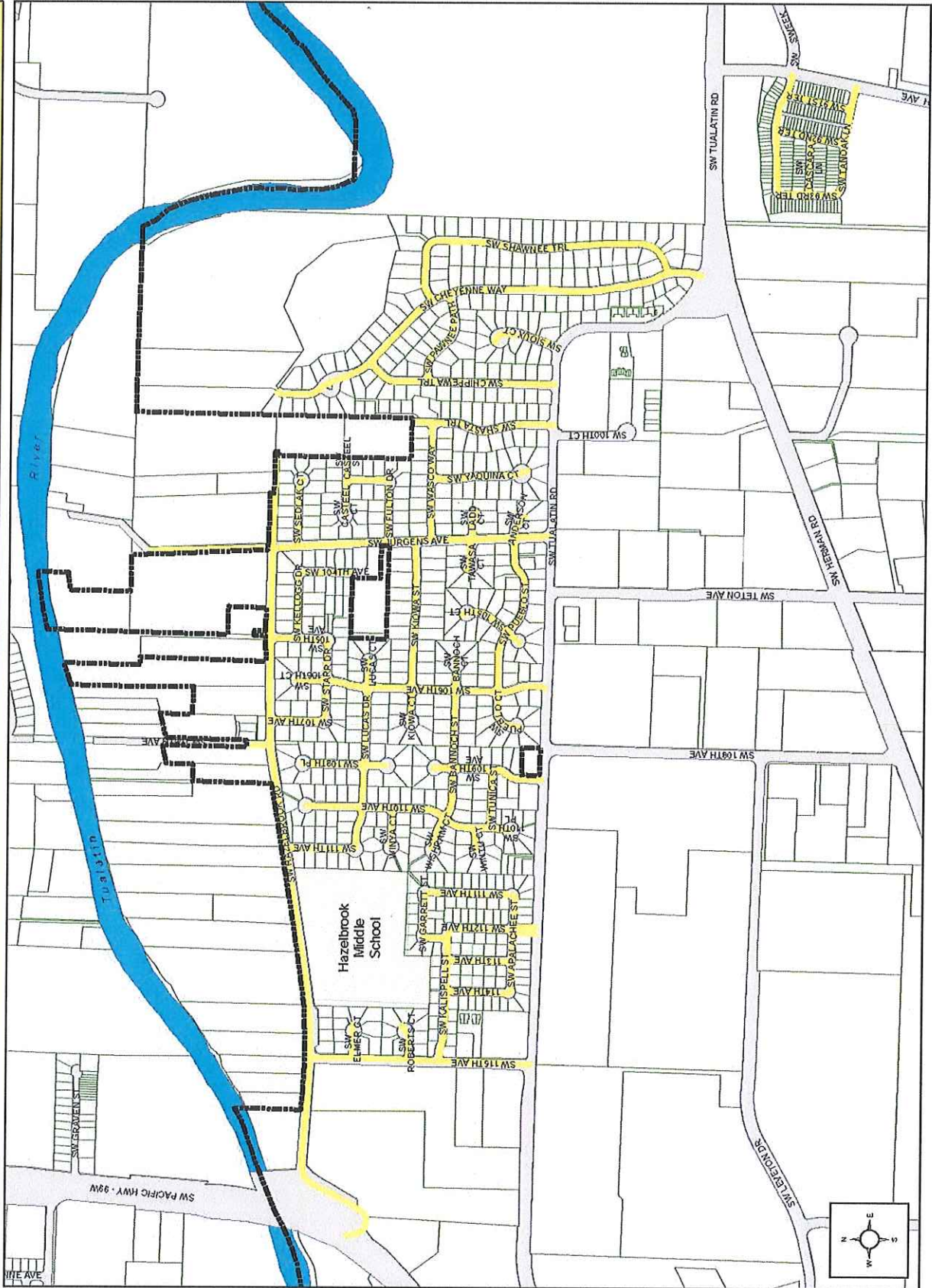
Tualatin's Street Sweeping Program



Tualatin's Street Sweeping Program - Section 2



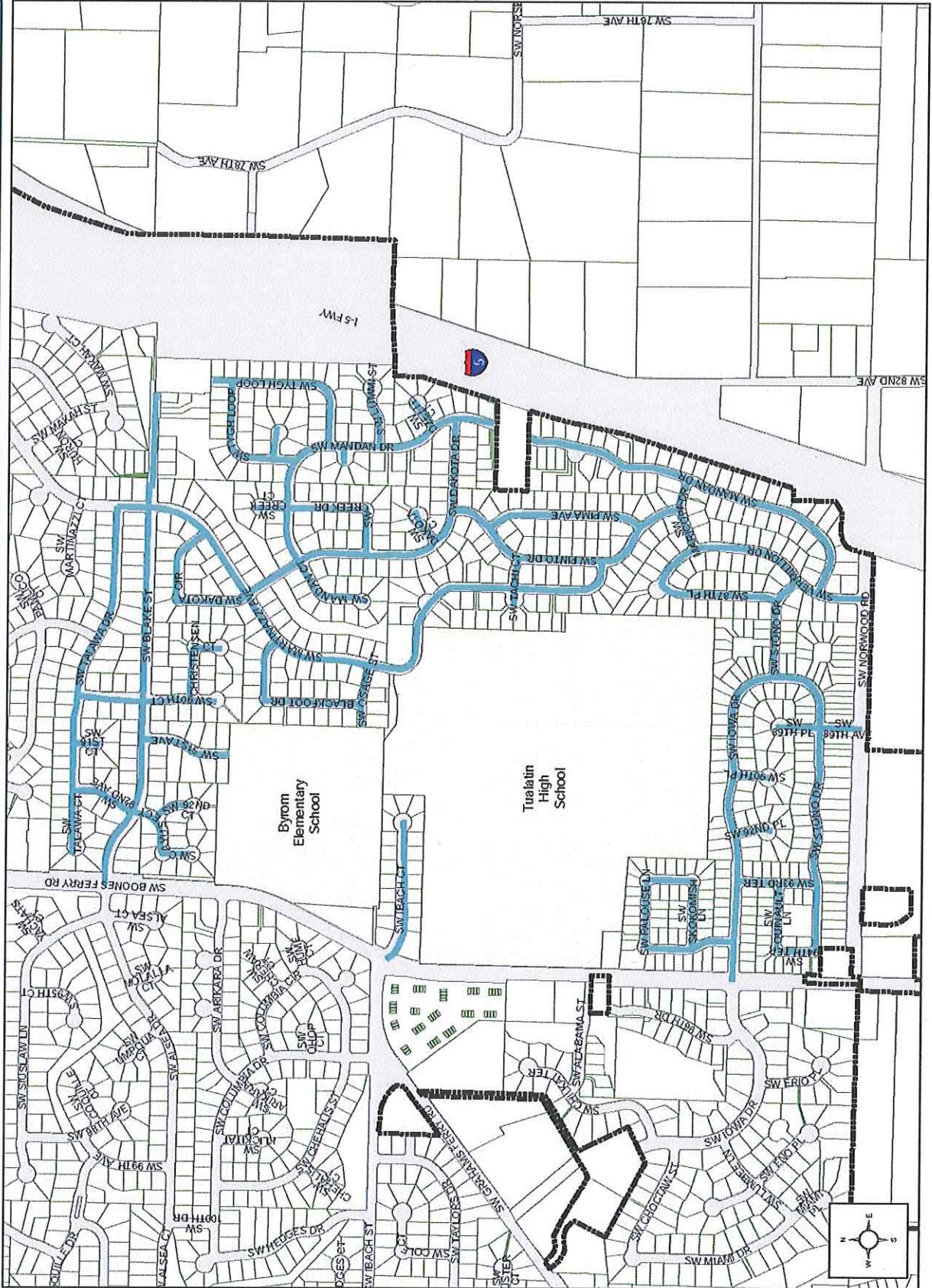
Tualatin's Street Sweeping Program - Section 3



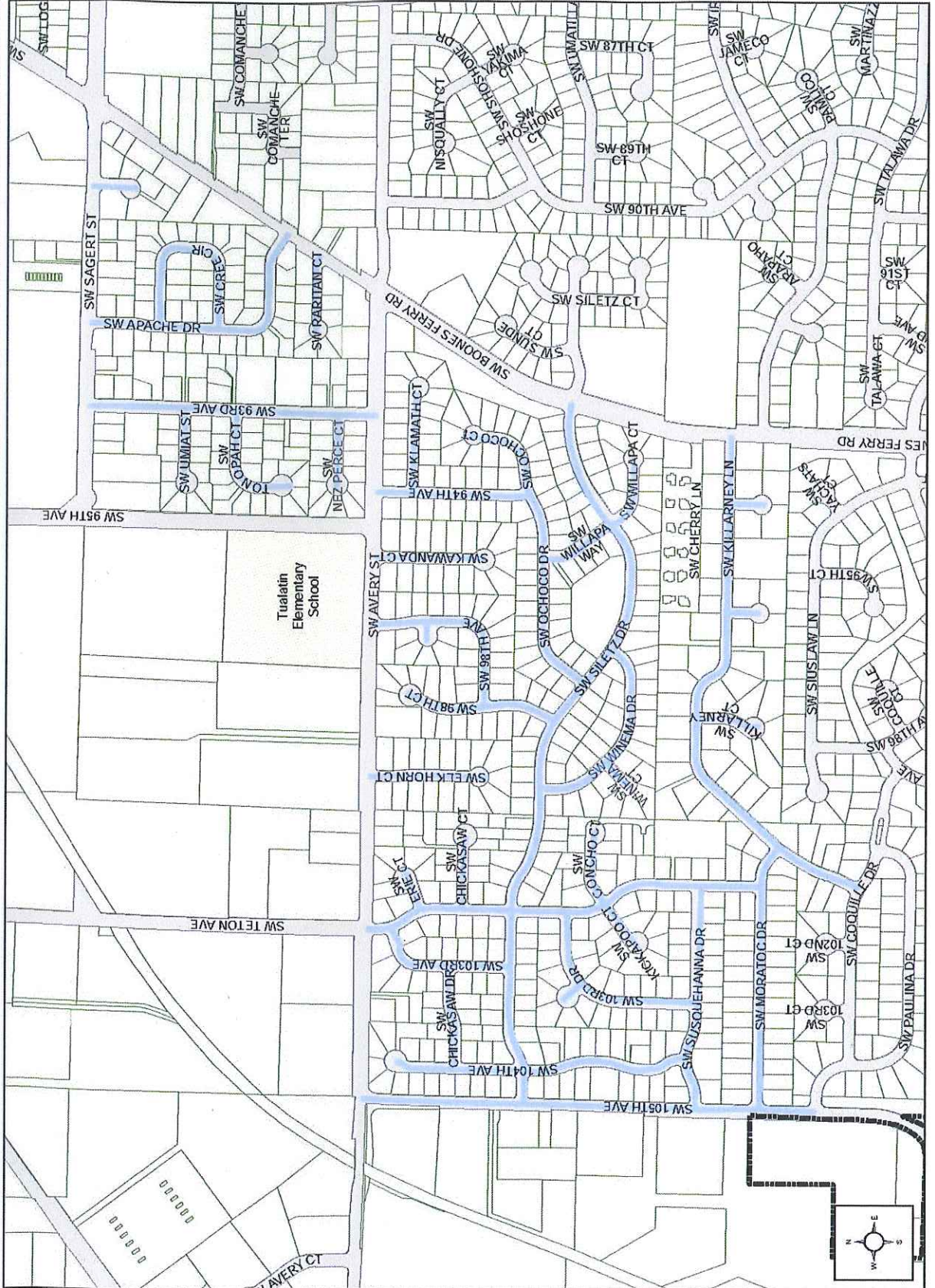
Tualatin's Street Sweeping Program - Section 4

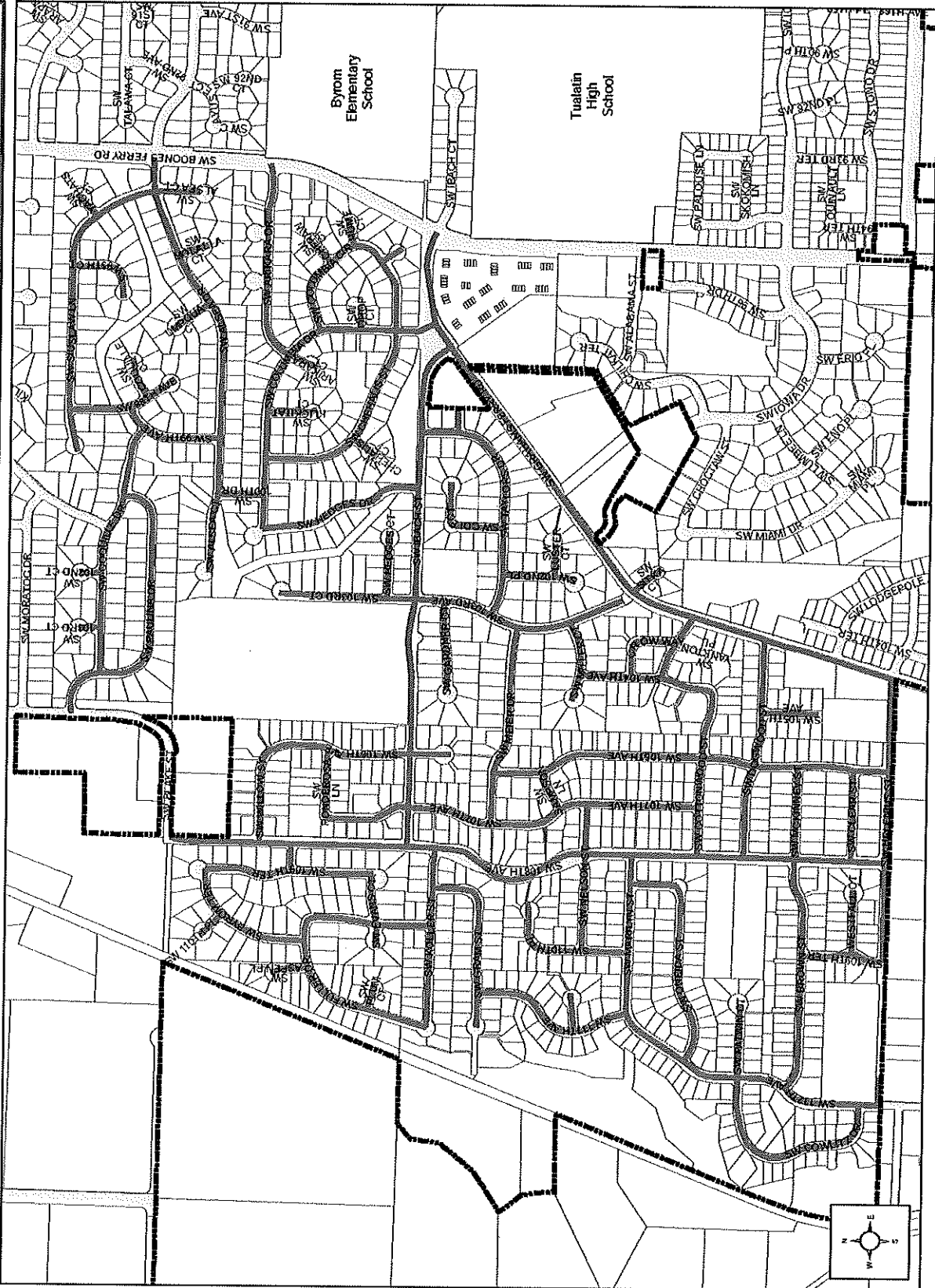


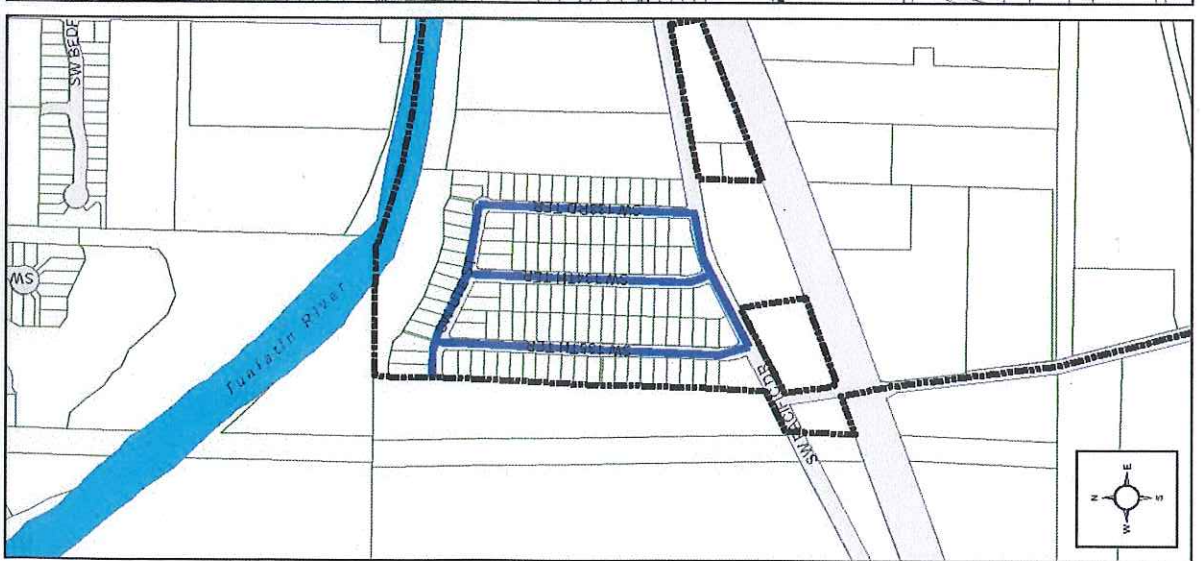
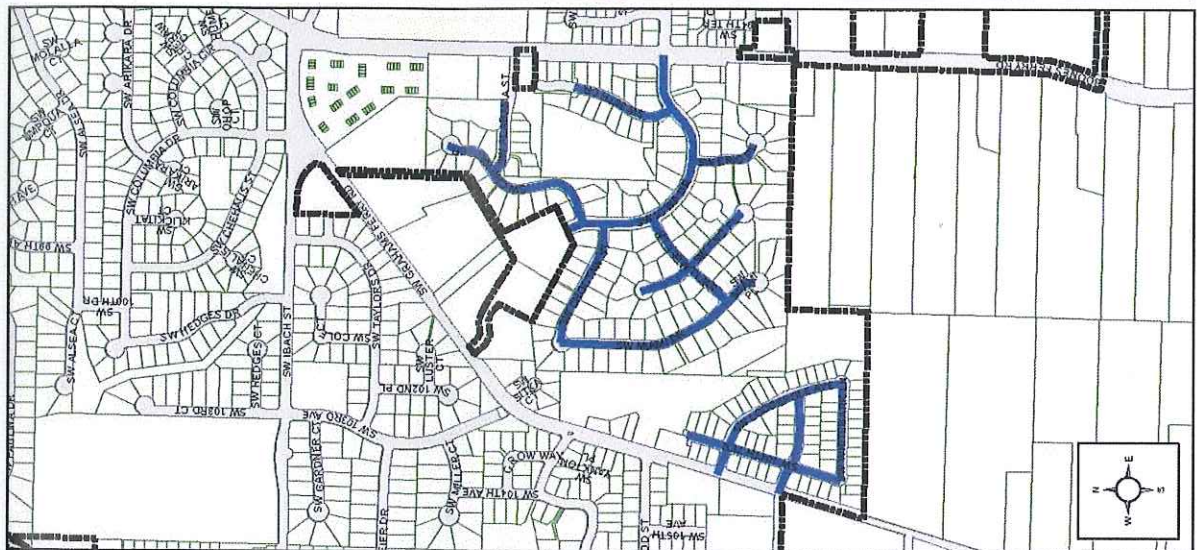
Tualatin's Street Sweeping Program - Section 5



Tualatin's Street Sweeping Program - Section 6

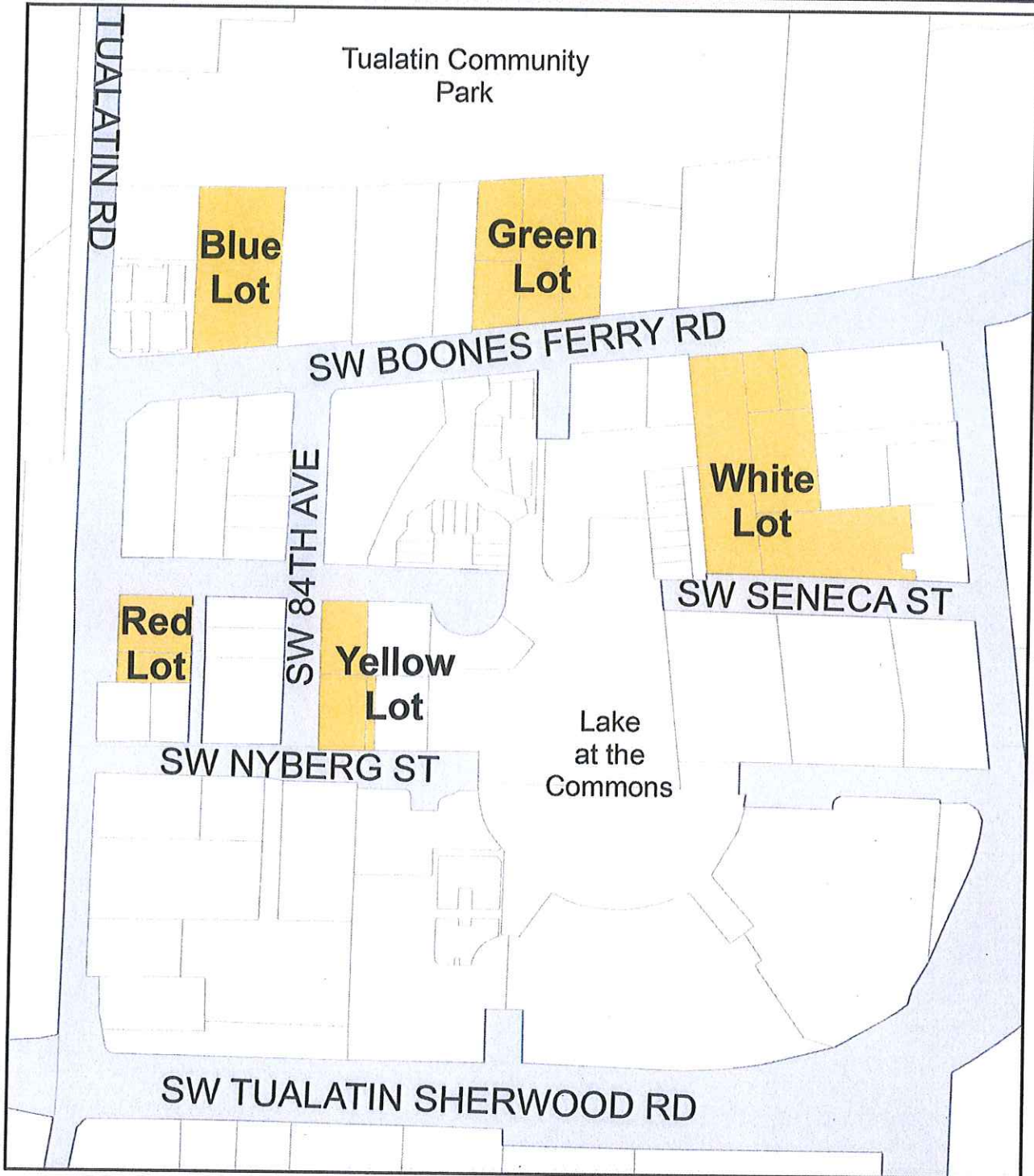




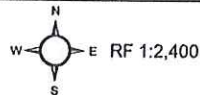


Public Parking Downtown

TUALGIS 



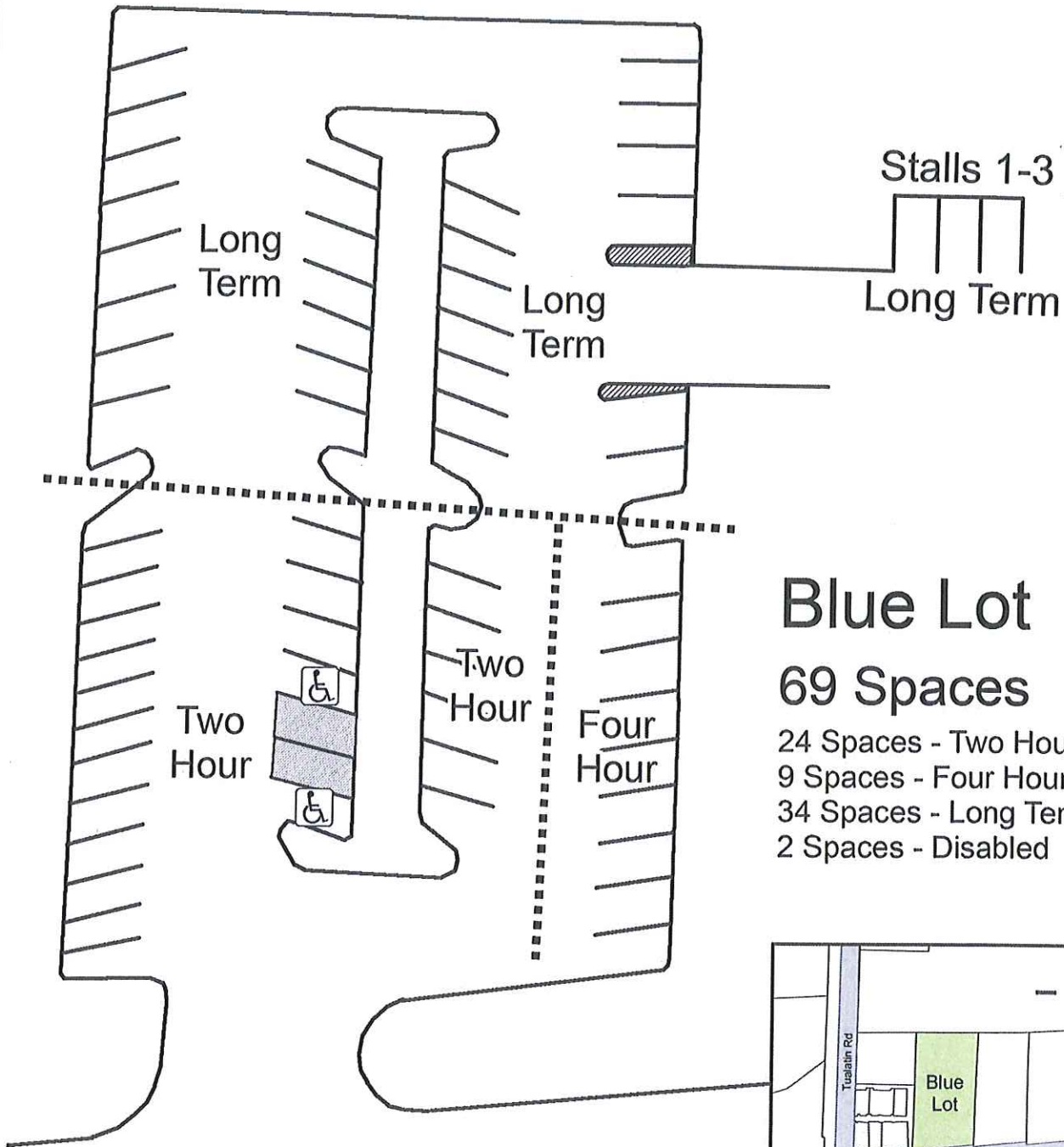
 Public Parking Lots



This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -Engineering and Building Dept. Plotted 3/12/2008

Blue Lot

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Blue Lot 69 Spaces

- 24 Spaces - Two Hour
- 9 Spaces - Four Hours
- 34 Spaces - Long Term
- 2 Spaces - Disabled



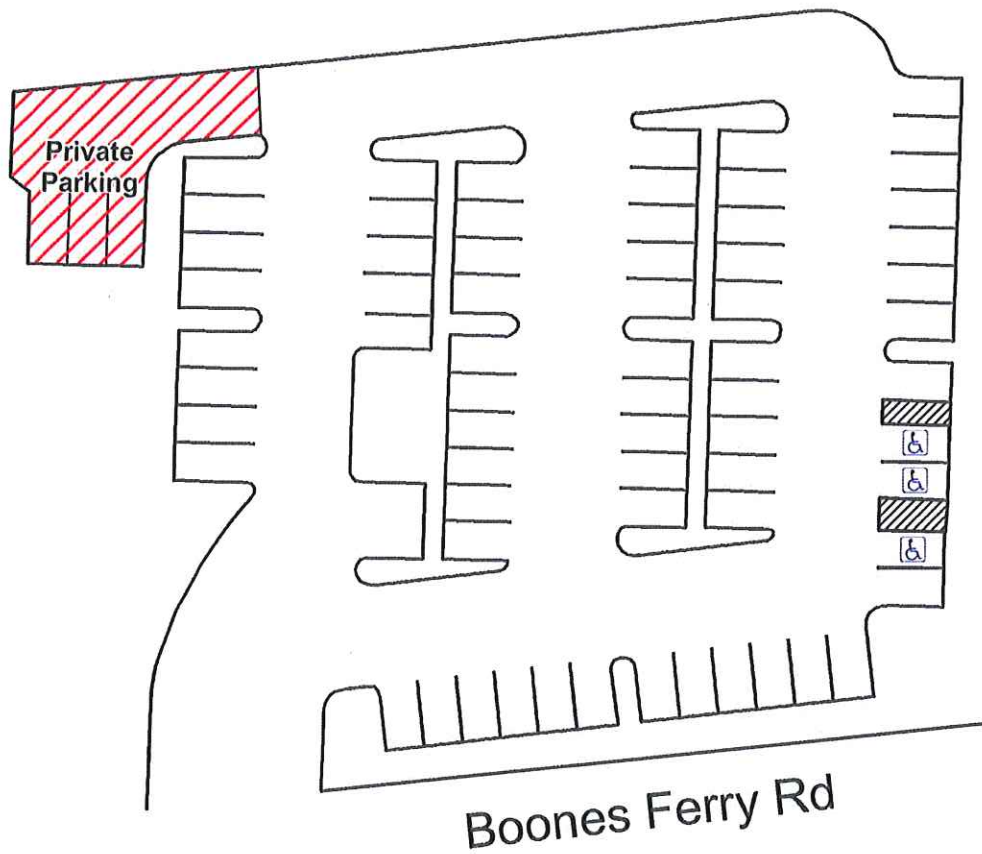
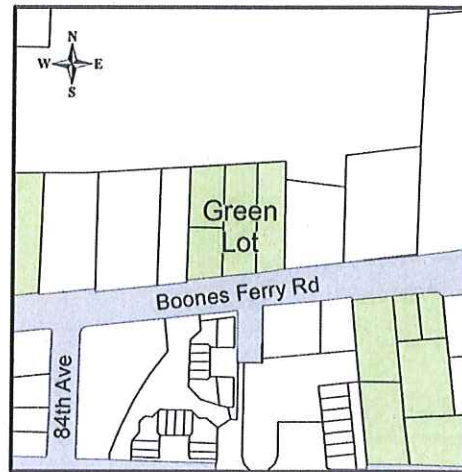
Exhibit B

Green Lot

69 Spaces

66 Spaces - Long Term

3 Space - Disabled



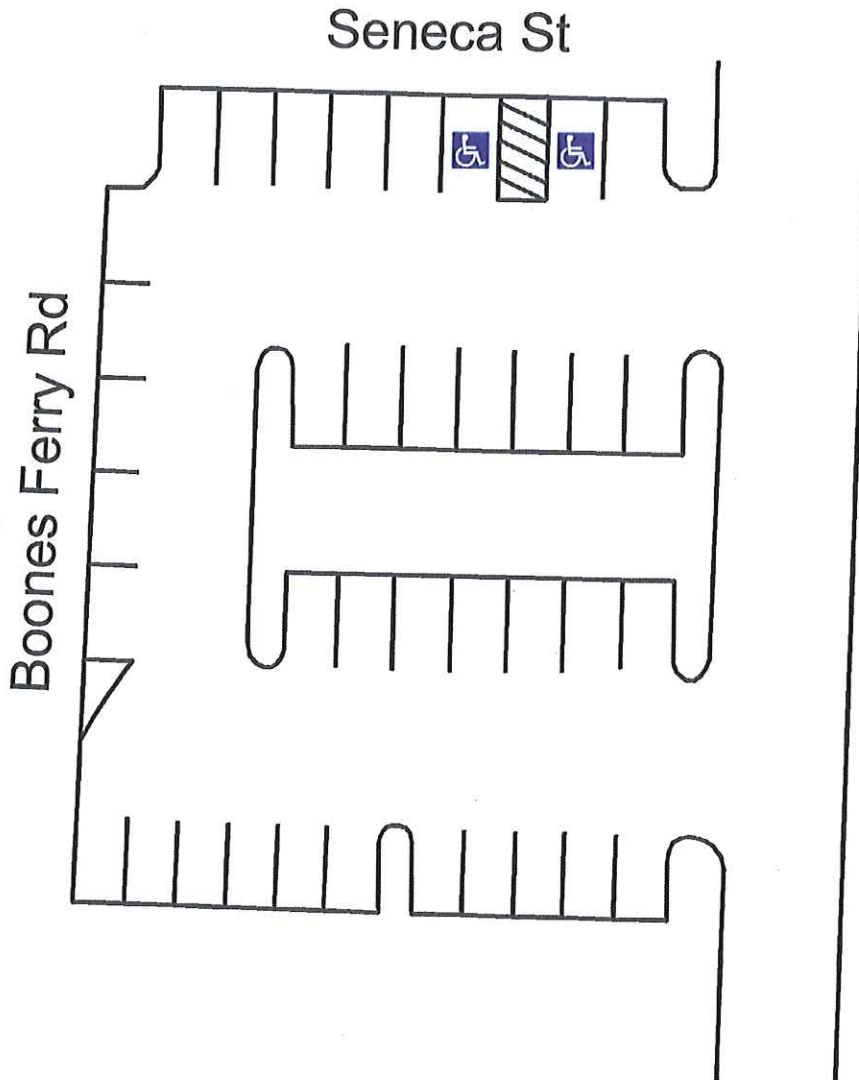
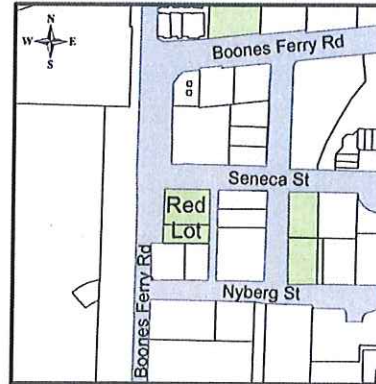
Red Lot

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Red Lot 38 Spaces

36 Spaces - Long Term
2 Spaces - Disabled



White Lot

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Boones Ferry Rd

White Lot

166 Spaces

- 25 Spaces - One Hour
- 18 Spaces - Two Hours
- 31 Spaces - Three Hours
- 86 Spaces - Long Term
- 6 Spaces - Disabled

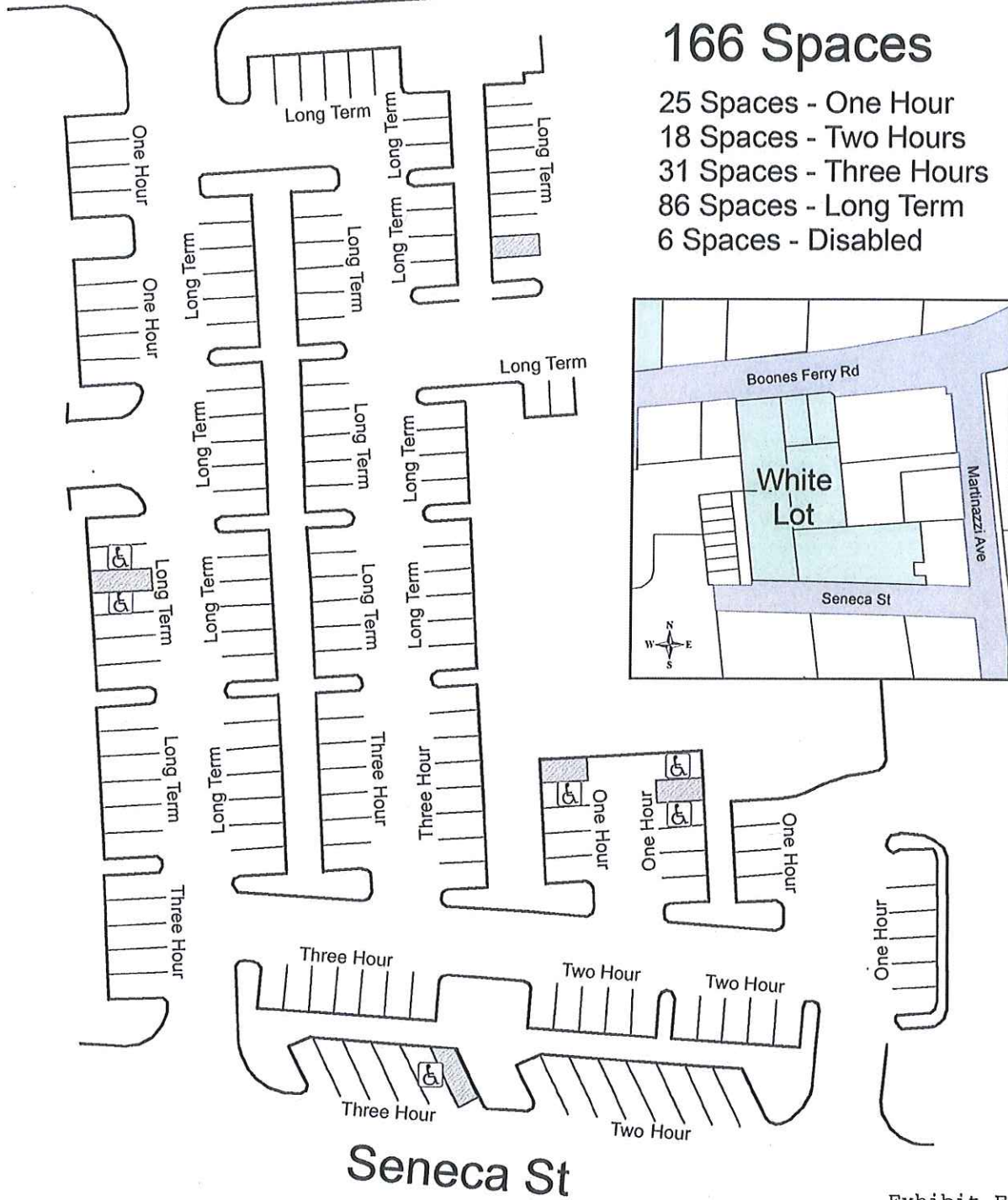


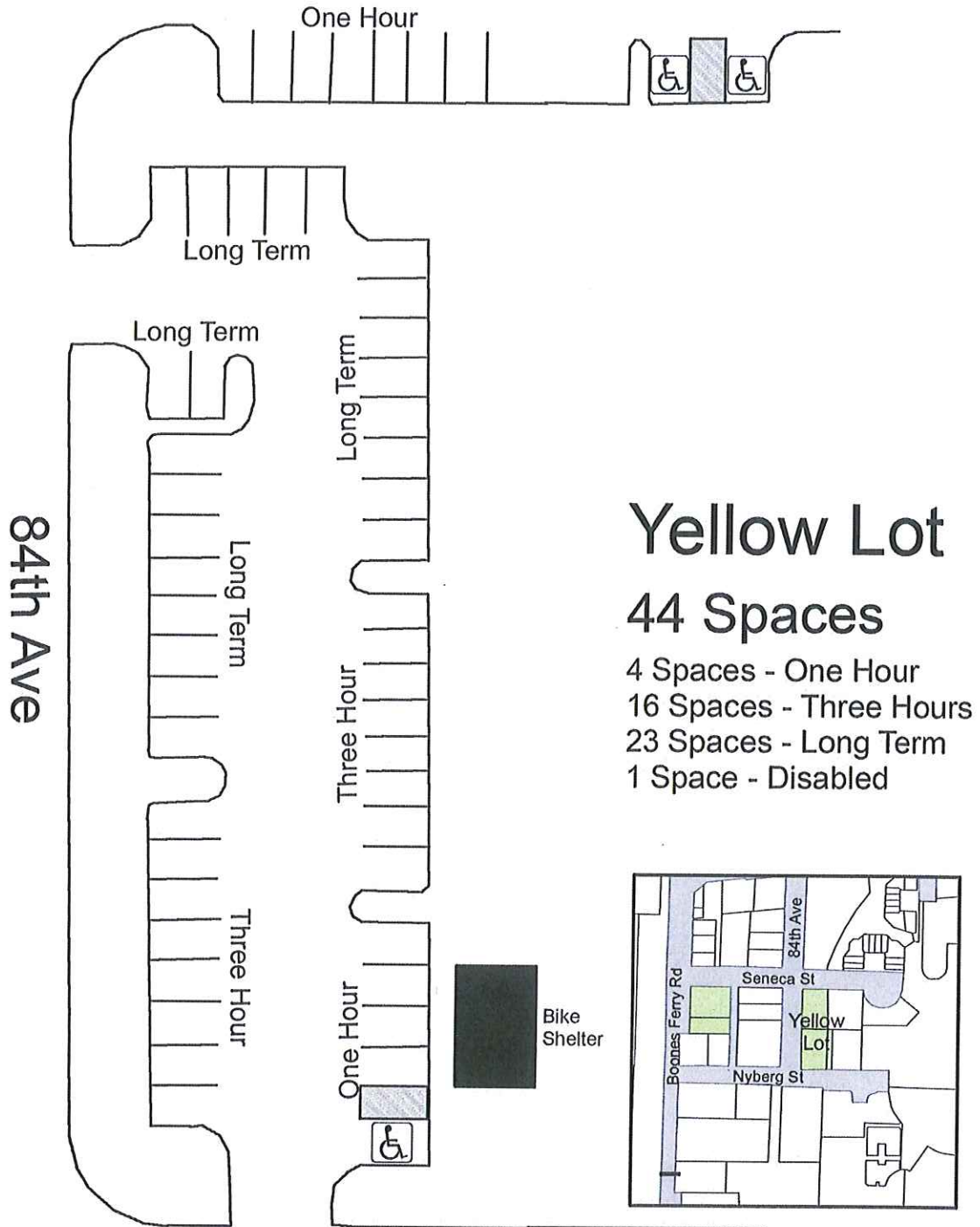
Exhibit E

Yellow Lot

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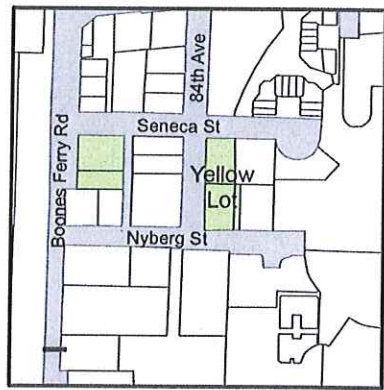
Seneca St



Yellow Lot

44 Spaces

- 4 Spaces - One Hour
- 16 Spaces - Three Hours
- 23 Spaces - Long Term
- 1 Space - Disabled



Nyberg St