

ORDINANCE NO. 846

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER OF THE CITY OF CANBY, COUNTY OF CLACKAMAS, OREGON, TO EXECUTE A CONTRACT FOR STREET SWEEPING SERVICES; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby desires to have the City streets swept by contract to complete the task more expeditiously; and

WHEREAS, the City desires to employ a professional street sweeping service company; and

WHEREAS, the City heretofore requested street sweeping proposals from area service providers; and

WHEREAS, the Canby City Council determined that Mid-State Industrial Service, Inc., 9398 Southwest Tigard Avenue, Tigard, Oregon, would be the candidate they desired to provide such service, now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

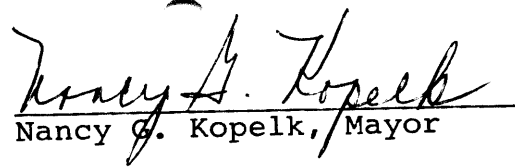
Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and deliver in the name of the City of Canby and on its behalf an appropriate contract, attached hereto as "Exhibit A", with Mid-State Industrial Service, Inc., for street sweeping services on a timely basis and to provide a cleaner city-wide atmosphere, for an agreed upon price not to exceed \$24,000.00 annually.

Section 2. An emergency is hereby declared to exist in order that the required service can be started as soon as possible to benefit the citizens of the City of Canby and this ordinance shall therefore take effect immediately upon its enactment after final reading.

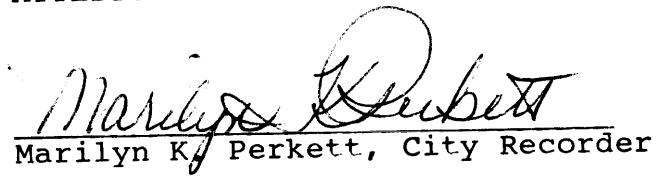
SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 20, 1990; ordered posted as provided by the Canby City Charter and scheduled for second reading and action of the City Council at a special meeting thereof to be held on June 27, 1990, after the hour of 7:30 o'clock p.m., at the Council Chambers at the Canby City Hall in Canby, Oregon.

PASSED by the following vote: YEAS 5 NAYS 1


Marilyn K. Perkett, City Recorder


Nancy G. Kopelk, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder

STREET SWEEPING CONTRACT AGREEMENT

This agreement entered into on this 27th day of June, 1990, by and between the CITY OF CANBY, (hereinafter referred to as the "CITY") and MID-STATE INDUSTRIAL SERVICE, INC., (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the CITY is desirous of contracting for scheduled and emergency street cleaning services to be completed as the approved budget allows for each fiscal year that this contract is in effect, and as specified by the Public Works Department as to area and frequency of street cleaning.

WHEREAS, the CONTRACTOR possesses the experience, equipment, and personnel to fulfill the CITY'S minimum requirements as stipulated in these contract documents.

NOW, THEREFORE, IT IS HEREBY AGREED by the CITY and the CONTRACTOR as follows:

I. **GENERAL INFORMATION**

A. Definitions

1. DEBRIS: Shall mean all materials normally picked up by mechanical/vacuum type street sweepers such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass and other materials which may or may not be typically present on a paved street, but can be swept into the mechanical/vacuum type street sweeper.
2. STREET: Shall mean the paved area between the normal curb of a street section whether an actual curb line exists or not, or any street section which is designated a City street and scheduled for street cleaning service by the CITY. (See Appendix "A" Street Sweeping Schedule for a map of streets to be swept.)
3. SHALL: Is mandatory.
4. MAY: Is permissive.
5. DIRECTOR: Public Works Director of the City.
6. SUPERINTENDENT: Public Works Superintendent of the City.
7. SCHEDULED STREET SWEEPING: As scheduled in advance prior to July 1 of each fiscal year, and as attached in Appendix "A".

8. ADDITIONAL STREET SWEEPING: Shall mean any CITY wide or segment of the CITY to be swept as requested by the Superintendent and subsequently approved by the Director.
9. EMERGENCY STREET CLEANING: Shall mean any situation which is designated an emergency by the Administrator or Director when street cleaning services cannot be scheduled during normal working days or hours, whichever the case may be.
10. ADVERSE WEATHER CONDITIONS: Shall mean heavy rains, extreme cold, snow, ice or any other inclement weather conditions as so designated by the Director
11. P.W.D.: Shall mean the Public Works Department of the City of Canby.
12. HOLIDAYS: Shall be New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day any other day so approved by the Council as a legal holiday.
13. ADMINISTRATOR: City Administrator of the City of Canby.
14. COUNCIL: Elected or appointed City Council of the City of Canby.
15. NORMAL WORKING HOURS: An eight (8) hour working day, Monday through Friday.
16. FISCAL YEAR: Shall mean the fiscal year of the CITY, commencing July 1 and ending June 30.

II. **GENERAL SPECIFICATIONS**

A. Scope of Work

1. The CITY has designated approximately twenty-seven (27) miles of streets to be swept and cleaned which includes forty-five (45) curb miles.
2. The streets shall be swept on a scheduled basis of not less than twenty-four (24) residential sweeps per fiscal year and weekly downtown sweeps depending upon the approval of necessary funds in each budget year that this contract is in effect. If funds are not approved, the street sweeping schedule may be modified to reflect the approved budgeted amount. The twenty-four residential sweeps shall be at times

scheduled by the Superintendent and as approved by the Director. Additional sweeps may be scheduled if funds are available or if an emergency situation arises making it necessary to sweep streets on an unscheduled basis. The Director shall approve any or all emergency or additional street cleaning or sweeping.

3. If additional street sections are to be added to the scheduled CITY wide sweep, the following shall be done prior to approval by Director for the CONTRACTOR to sweep the added area.

a. CITY shall provide a map to the CONTRACTOR showing the location of the additional area to be swept by the CONTRACTOR.

B. CITY shall provide to the CONTRACTOR the total lineal feet of streets and curbs to be swept.

c. Upon investigation of the additional area to be swept, the CONTRACTOR will then provide the total estimated number of hours or the amount of total time necessary to sweep the added area to the PWD for analysis.

d. The Director shall then, in writing to the CONTRACTOR, approve the additional area to be swept and cause the same to be added to Appendix "A" of this agreement. (All revisions to Appendix "A" shall be sent to the Council for its information.)

4. If emergency street cleaning is required due to a situation which requires immediate attention for the safety or welfare of the public, and is so approved by the Director, the following procedure shall be adhered to:

a. The Director or a designated representative of the Director, shall notify the CONTRACTOR that an emergency street cleaning is necessary.

b. If the CONTRACTOR cannot respond within a reasonable response time, the Director shall determine if the emergency necessitates sweeping with CITY equipment. In such an event, the CONTRACTOR shall reimburse the CITY for all costs incurred as a result thereof within seventy-two (72) hours after due.

III. EQUIPMENT SPECIFICATIONS

A. The CONTRACTOR shall:

1. meet the conditions and requirements of this contract within a reasonable time and in a reasonable manner.
2. provide all equipment including sweepers as well as all fuel and maintenance for all vehicles and equipment at CONTRACTOR'S expense as part of this contract.
3. insure that the sweeping equipment shall be capable of dumping directly into trucks provided by the CONTRACTOR or of transporting debris to location(s) designated by the CITY and dumped at that location. CONTRACTOR shall deposit all debris within a reasonable time at the designated location(s).
4. insure that the street sweeping equipment shall be equipped with an efficient water spray system capable of controlling dust and that the spray system must be maintained in good operating condition.
5. insure that all street sweeping equipment shall be properly registered and insured in accordance with all applicable rules and regulations of the State of Oregon.
6. insure that all street sweeping equipment shall be kept in proper working order at all times and no maintenance repairs shall be charged to the CITY.
7. insure that all damages which are sustained to the street sweeping equipment in connection with this contract shall be the sole responsibility of the CONTRACTOR.
8. insure that a sufficient supply of spare brooms or other parts be kept on hand to ensure timely and continuous fulfillment of this contract. At no time shall the CONTRACTOR be unable to sweep CITY streets due to the lack of part(s) for more than a forty-eight (48) hour period. If equipment failure or breakdown occurs, and continues over a forty-eight (48) hour period, the Director may authorize another street sweeping unit or service or CITY staff to complete the job at a reasonable rate. CONTRACTOR shall reimburse CITY for all costs incurred as a result thereof within seventy-two (72) hours after due.

9. insure that all street sweeping equipment and operations shall conform to all Federal, State, County and local safety regulations.

10. insure that street sweeping equipment shall be equipped with dual gutter brooms and a main broom capable of sweeping a nine (9) foot path. Also, either a vacuum system or air regenerative sweeping shall be included with the sweeping machine. Any modifications in the type of street sweeping equipment used shall be approved by the Director prior to utilization of the equipment for any particular parts of this contract.

11. insure that a Supervisor or an authorized representative of the CONTRACTOR shall be available to direct operations. The CONTRACTOR'S representative shall report any problems and provide progress reports daily to the Superintendent during all sweeping operations. The CONTRACTOR shall immediately notify the Superintendent of the location of any piece(s) of debris too large either in size, weight or total length, so that the P.W.D. can pick this debris up at the CITY'S cost. The CONTRACTOR will not be required to sweep areas which are blocked by parked cars.

B. The CITY shall:

1. provide adequate hydrant access throughout the CITY for filling water spray systems and all bulk water permit fees shall be waived for this contract although all permit applications must be completed as part of this contract including a CITY business license.

2. provide and maintain an adequate debris disposal site for debris picked up or swept up by the CONTRACTOR, at the CITY'S expense.

IV. **GENERAL REQUIREMENTS**

A. Performance Contract

1. This is a performance based contract. Street sweeping equipment must be capable of removing litter, leaves and debris sufficiently enough to meet the approval of the Director. Receipt of payment will be acknowledgment of approval of work. If the Director determines that a street section was not cleaned thoroughly, by joint spot checks with the CONTRACTOR, the Director shall, in writing, indicate to the CONTRACTOR the area to be

reswept. The CONTRACTOR shall complete the resweep within forty-eight (48) hours at no extra cost to the CITY or reduce the billing by an amount jointly acceptable by the Director and the CONTRACTOR, taking into account the cost to the CITY to have said area reswept.

B. Insurance

1. The CONTRACTOR shall, at its own expense, maintain liability insurance and name the CITY as an additional insured, a valid copy of which shall be filed with the P.W.D. to provide protection for a minimum of five hundred thousand (\$500,000) dollars, from any claims, suits, demands or actions of any nature caused by or arising out of the negligence of the CONTRACTOR, its agents, contractors or employees under the provisions of this contract.

2. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims for damages and/or injuries and any costs and/or attorney's fees associated therewith arising from the negligence of the CONTRACTOR, its agents or employees acting under the provisions of this contract.

C. Attorney Fees

1. In the event of any action brought by either party against the other to enforce any of the obligations hereunder arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party's reasonable attorney fees, cost and expenses including reasonable attorney fees, costs and expenses at trial and on any subsequent appeal.

D. Independent Contractor

1. The CONTRACTOR agrees that it is an independent contractor and the CONTRACTOR will conform to all legal requirements for Workers Compensation, State and Federal withholding, Social Security withholding or other State or Federal requirements relating to the employment of individuals and in all cases will hold the CITY harmless for any claims, suits or other actions resulting from the employment of individuals to perform any services as a result of this contract.

E. Contract Term

1. Upon finalization of this contract by approval of the City Council, signature of the Mayor and signature of the CONTRACTOR, the contract shall remain in effect until such time as either the CONTRACTOR or the CITY gives thirty (30) days written notice to either party of intent to terminate the contract.

F. Cost Increases/Decreases

1. Annually, prior to January 1 of each year, this contract is in effect, the CONTRACTOR shall notify the Director, in writing, of any request for contract price increases or decreases and stipulating the reason for requesting the price change. All contract price changes shall be approved by the Council prior to modification of the contract price agreement section of this contract.

G. Compensation

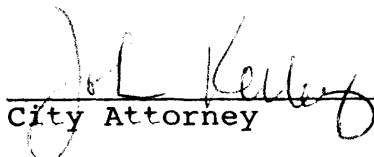
The CONTRACTOR agrees to accept the following as payment for street cleaning services performed:

- A. The annual not to exceed fee will be: \$22,000
- B. For purposes of prorating an interrupted contract, the hourly rate will be: \$65/hour
- C. Billings will be forwarded to the CITY: Monthly

I. Assignment

This agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining written consent of the other party.

Approved as to form:



City Attorney

**CITY OF CANBY
INC**

**MID-STATE INDUSTRIAL SERVICE,
INC**

Tracy G. Lopez

Signature

Samuel J. Hodson

Signature

6-27-90

Date

6-26-90

Date

ATTACHMENT "A"

Downtown Core area, approximately 4.5 running curb miles:

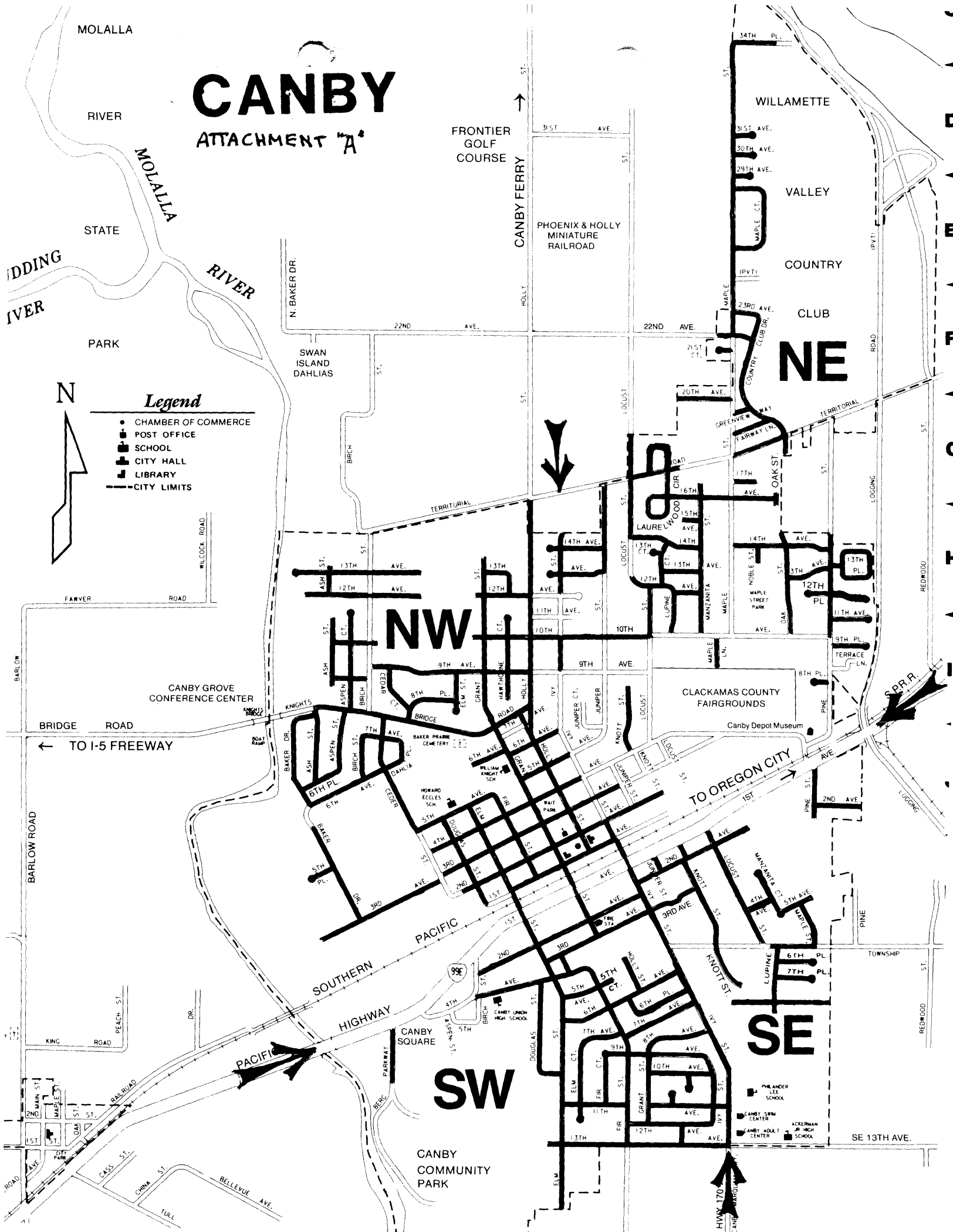
- * Sweep as required once every Wednesday morning

Residential area:

- * Sweep the N.W. residential area from the Pacific Highway to Ivy every second Wednesday of each month
- * Sweep the S.W. residential area from Pacific Highway to Ivy every second Wednesday of each month
- * Sweep the N.E. residential area from Pacific Highway to Ivy every third Wednesday of each month
- * Sweep the S.E. residential area from Pacific Highway to Ivy every fourth Wednesday of each month
- * The remaining twelve (12) residential sweeps will be scheduled on a need basis

CANBY

ATTACHMENT "A"



MOLALLA RIVER
STATE PARK
MOLALLA RIVER

FRONTIER GOLF COURSE

PHOENIX & HOLLY MINIATURE RAILROAD

WILLAMETTE VALLEY COUNTRY CLUB

- Legend**
- CHAMBER OF COMMERCE
 - POST OFFICE
 - SCHOOL
 - CITY HALL
 - LIBRARY
 - CITY LIMITS

NW

NE

SW

SE

← TO I-5 FREEWAY

TO OREGON CITY

PACIFIC HIGHWAY

CANBY SQUARE
CANBY COMMUNITY PARK

HWY 170
CANBY

SE 13TH AVE.