

RESOLUTION NO. 432-R

A RESOLUTION DECLARING SURPLUS PROPERTY.

WHEREAS, The City of Troutdale is purchasing a new Vac-All Hydrostatic Vacuum Street Sweeper; and

WHEREAS, Columbia Equipment, Inc. has agreed to keep the City supplied with a street sweeper at least as good as the City's Wayne Sweeper until the Vac-All Sweeper is delivered to the City; and

WHEREAS, The Wayne Sweeper is no longer a necessary piece of equipment for City use; and

WHEREAS, The estimated value of the Wayne Sweeper is deemed to be at least \$1,500.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

Section 1. The Wayne Sweeper is hereby declared to be surplus property.

Section 2. The Public Works Director is hereby instructed to conduct a sale of this surplus property in accordance with Ordinance No. 283.

Section 3. The Wayne Sweeper will be sold to the highest bid \$1,500 or over.

ADOPTED BY THE COMMON COUNCIL THIS 12th DAY OF May, 1981.

YEAS: 6


NAYS: 0



Robert M. Sturges, MAYOR

DATE SIGNED: 5-13-81

ATTEST:



Terri L. Widner
FINANCE DIRECTOR/CITY RECORDER

AGREEMENT

The following constitutes a formal agreement between the City of Troutdale and Columbia Equipment, Inc. in conjunction with the purchase of a street sweeper.

The City of Troutdale advertised for bids for a vacuum street sweeper in August of 1980. The City awarded the bid to Columbia Equipment, Inc., 4123 N.E. Columbia Boulevard, Portland, Oregon on August 28, 1980 for \$68,650. Subsequent additional equipment requested by the City increased the total price to \$73,530. The order for the equipment was made via Purchase Order No. 002987, dated November 19, 1980. The sweeper ordered was a Model E-9 Vac-All Hydrostatic Vacuum Sweeper.

Because of a failure of Columbia Equipment, Inc. to deliver the sweeper within the time period agreed upon, and because of a considerable time delay in the estimated delivery date of the Vac-All, alternative arrangements have had to be made to keep the City supplied with a sweeper and to protect the City's interests.

Following are the terms and conditions agreed upon by the City of Troutdale and Columbia Equipment, Inc.:

1. The City is required to dispose of its Wayn Sweeper according to Ordinance No. 283. Columbia Equipment, Inc. agrees to submit a bid of not less than \$1,500 if said sweeper is offered for sale on or before June 30, 1981.
2. Columbia Equipment, Inc. agrees to loan a sweeper to the City until such time as Columbia Equipment, Inc. delivers the Vac-All sweeper to the City. The City shall have no obligation to pay for the use of the loaned sweeper except for normal operating cost. The loaned sweeper shall have the same or greater capacity and shall be the functional equivalent of the City's Wayn sweeper and shall be maintained in good working order at all times until delivery of the Vac-All.
3. Columbia Equipment, Inc. agrees that the original purchase price of \$73,530 bid for the Vac-All sweeper shall not be increased nor shall interest accrue thereon prior to delivery of the Vac-All. Upon the delivery of the Vac-All to the City the City shall pay Columbia the bid price of \$73,530.
4. Columbia Equipment, Inc. agrees to delivery the Vac-All to the City on or before November 30, 1981. In the event Columbia Equipment, Inc. fails to deliver the Vac-All on or before November 30, 1981 the City may notify Columbia Equipment, Inc. in writing that all rights and duties between Columbia Equipment, Inc. and the City shall terminate 30 days after the date of the notice.

If the sweeper is not delivered on or before the expiration of the said 30 day period Columbia Equipment, Inc. agrees to pay the City a sum equal to the damages incurred by the City because of the delay. In the event of a complete cancellation of the order, Columbia Equipment, Inc. agrees to bear all expenses related to the re-procurement of a comparable sweeper. These expenses shall include but not be limited to the full costs of the re-bidding process, as well as the difference in the replacement costs of the same or a comparable street sweeper. Columbia Equipment, Inc. further agrees to submit to the City a Performance Bond in the amount of \$20,000 to guarantee the performance of this Agreement.

Columbia Equipment, Inc.



City of Troutdale

Dated: _____

Dated: _____