

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Street Sweeping Services Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Green Sweep Asphalt Service, LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Contractor will perform street sweeping services for the City of Wilsonville, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein, and as described in the Street Sweeping Mapbook, attached hereto as **Exhibit C** and incorporated by reference herein (collectively, the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 2. Term

2.1. The term of this Contract shall be from the Effective Date through and including December 31, 2029, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods by written amendment to this Contract.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not-to-exceed annual amount of **Three Hundred Ninety-Nine Thousand Dollars (\$399,000.00)**, based

on Contractor's unit pricing stated in **Exhibit B** attached hereto and incorporated by reference herein, for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing is set forth in **Exhibit B**.

3.2. Contractor's unit prices and Contract Sum are all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, tariffs, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

3.4. CPI Adjustment. Prior to each annual anniversary date of the Effective Date, the Parties may negotiate and execute, in writing, an escalation of the unit pricing set forth in **Exhibit B** using the most recently published twelve-month percent change of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers West-Size Class A (CPI-U) for all items, not seasonally adjusted ("CPI Adjustment"), but which no CPI Adjustment in any one year may exceed five percent (5%).

Section 4. City's Rights and Responsibilities

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

Section 5. City's Project Manager

The City's Project Manager is Martin Montalvo. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 6. Contractor's Project Manager

Contractor's Project Manager is Jennifer Akerill. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is

not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 7. Subcontractors and Assignments

7.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

7.2. The City has the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 8. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 9. Contractor's Responsibilities

9.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

9.3. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting

the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

9.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

9.7. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.11. Contractor shall be liable for any fine imposed against Contractor, the City, or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor, or any of its subcontractors or their subcontractors, or any suppliers.

Section 10. Indemnity

10.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

10.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract or within the prescribed timeframe.

Section 11. Insurance

11.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

11.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

11.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000)**.

11.1.3. Pollution Liability Coverage. Contractor and any applicable subcontractors shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor and any applicable subcontractors will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality ("DEQ") and Federal Environmental Protection Agency ("EPA") clean-up requirements. The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Two Million Dollars (\$2,000,000)** general aggregate.

11.1.4. Workers' Compensation Insurance. Contractor, any subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon

workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

11.1.5. Insurance Carrier Rating. Coverages provided by Contractor and any subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 07 04 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

11.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

11.2. Primary Coverage. The coverage provided by the policies in **Sections 11.1.1 and 11.1.2** shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Suspension

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be

responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 13. Early Termination; Default

13.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

13.1.3. By Contractor, effective upon seven (7) days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

13.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

13.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 14. Survival

Termination under **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 8, 9.1, 9.11, 10, 13.2, 16, and 17** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 13**.

Section 15. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 16. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Martin Montalvo, Public Works Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Green Sweep Asphalt Service, LLC
Attn: Jennifer Akerill
12312 NE 99th Street
Vancouver, WA 98682

Section 17. Miscellaneous Provisions

17.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

17.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

17.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

17.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

17.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in

public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

17.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

17.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

17.8. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

17.9. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

17.10. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

17.11. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

17.12. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.13. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

17.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

17.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

17.16. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

17.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

17.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

17.19. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

GREEN SWEEP ASPHALT SERVICE, LLC

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

EXHIBIT A

I Scope of Work

Contractor shall provide street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots, as outlined below and on the attached City map:

Task 1: Base Services

The City of Wilsonville seeks an experienced and qualified street sweeping contractor to provide the following street sweeping services for the City of Wilsonville (collectively "Basic Services"):

1. Monthly sweeping of all City streets (179 lane miles). See Appendix D – Street Sweeping Mapbook for exact locations and square footage.
2. An additional monthly sweep of the Wilsonville Road, Boeckman Road, Town Center Loop and Canyon Creek bike lanes (an additional 17.69 per month).
3. Quarterly sweeping all nine City parking lots (approximately 527,565 square feet).
4. Twice annually sweeping of all Public Works and Fleet Maintenance yards (approximately 179,014 square feet).
5. Disposal of all materials collected. Wilsonville generates an average of 45 tons per month (540 tons annually) of street sweeping debris. Proposers shall identify their proposed disposal method and their anticipated unit cost for disposal of materials collected from street sweeping activities. If proposer intends to dispose of the materials at a permitted disposal facility, they should identify the facility and any proposed additional nominal fees for disposal (i.e. *Disposed of at XX facility at their current disposal cost plus YY% for handling /transportation*).

The contractor is responsible for all disposals of debris collected from sweeping services. Cost of disposal will be the pass through cost of disposal at an approved location plus any fixed percentage handling fee.

Task 2: Additional Services

The contractor must also provide the following additional street sweeping services (collectively "Additional Services"):

1. Emergency Response (must be within 60 minutes of request from the City)
2. Storm clean-up, including sand clean-up after snow and ice event and windstorm events
3. Call out response which includes accidents and/or spills
4. Response to specific citizen request received and approved by the City
5. Street sweeping prior to community events
6. Special sweeps requested through the Additional Services Request Order. The Additional Services Request Order is attached within Appendix C.

II General and Special Conditions

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

General Requirements

1.1 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the City showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed
- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the commuter rail station parking lot shall be itemized separately
- GPS documentation of work completed including routes completed including the equipment used, locations swept, date and time.

1.2 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Agreement as estimates. The quantities shown within the SOW or within the map book are estimates and not exact. They represent past purchasing activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

1.3 Errors

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

1.4 Records

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

The Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. The Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

1.5 Contractor's Office

The Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

1.6 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City shall have communication to the sweeper by cellular phone through the Contractor.

1.7 Project Safety

The Contractor agrees that in performing the work contained within this Agreement, that it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Agreement will be reviewed, and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

1.8 Incidental Costs and Additional Compensation

The Contractor shall be responsible for all miscellaneous and incidental costs associated with street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets

and lots. The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this Agreement without additional compensation where debris collects on streets caused by excessive rainfall or caused by street sanding during or after snowfall. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

Service Requirements

2.1 Scope of Services

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Public Works Director or designee.

2.2 Response Times

In the event of an accident, spill, or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours per day, within 60 minutes of receiving telephone notice from the City to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

2.3 Contractor's Work Schedule

Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

2.4 Sweeping Schedule

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at a minimum of once per month, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the City deems it necessary, the Contractor may be required to sweep a street or streets more often than once each month. Once established, the Contractor shall adhere to the approved schedule.

Within ten (10) calendar days of the execution of this Contract, Contractor shall submit for the City's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. Contractor shall observe any legal holiday, as specified in ORS 279B.020, and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should Contractor need to modify the schedule, as submitted, Contractor shall give no less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.

The bike lanes along Boeckman Road from Canyon Creek Road to Stafford Road are separated from the travel lanes by a raised curb. These protected bikes lines require additional coordination for sweeping. The protected bike lanes must be blown out into the travel lane prior to sweeping. City Staff or its landscaping contractors will blow these lanes out prior to sweeping. Contractor must commit to a set day and time each month for these lanes to be swept.

2.5 Records/Logs

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the City a written report giving the information required in the proceeding sentence along with the monthly invoice. It is the Contractor's responsibility to provide the City with all required information stated in this section.

2.6 Employees

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such services. Contractor shall always require all employees to be courteous to the public, to perform their work as quietly as possible, and to be neat in appearance.

Contractor agrees to provide adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by Contractor, upon written request of the City. Failure to comply with such request is sufficient grounds for termination of the Contract.

2.7 Contractor's Equipment

The equipment required for performance of the Contract shall be street sweepers (Mechanical or Regenerative Air) and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair and operate at the original manufacturer's specifications (compliant with PM-10 efficiency and Rule 1186 certified).

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Oregon, Motor Vehicles Division.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the Contract. In addition, the secondary sweeper shall not be used more than 10% of the time. During those times both

sweepers are cleaning, the 10% does not apply. The acceptability of Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Public Works Director or designee.

Regenerative Air sweepers shall be used for the stormwater management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

All sweeping vehicles will be numbered and shall have Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a GPS tracking device and speed-monitoring device. Contractor shall submit with the monthly invoice Tac-o-graph report showing the speed and miles swept on each sweeper used for this Contract as well as a graphical representation of all areas swept and invoiced within that period. The information shall include but not be limited to equipment used, locations swept, date and time. Failure to comply with these requirements shall be just cause for termination of the Contract.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the City.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Public Works Director or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean

debris spilled or tracked within the same day notice is given by Public Works, the Public Works Director or designee may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

2.9 Water Use

The City will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the City-owned streets and facilities. The Contractor shall use a Chapman Valve when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services.

2.10 Inspections

Inspection of street swept will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

2.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

2.12 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated City waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Public Works Director or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

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

2.13 Utilities

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

Hazardous Substances

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Oregon Department of Environmental Quality and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the City. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Oregon Driver's Licenses.

Disposal

Within the first 30 days of this Agreement, and as requested by the City during the term of the Agreement, the Contractor must provide to the City a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The Contractor is operating its own waste storage site. It shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem, or which result in damage to the public and private property shall not be permitted. The waste processing facilities may be subject to inspection as any time during the term of this Agreement.

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

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

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Oregon Department of Environmental Quality and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Oregon Department of Environmental Quality for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

EXHIBIT B

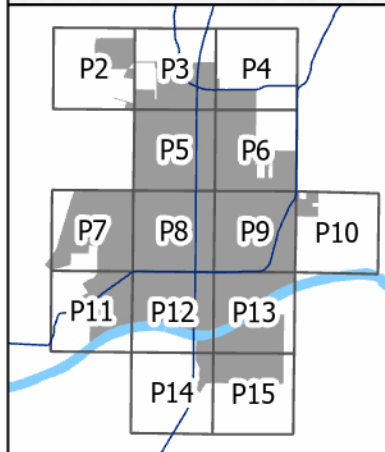
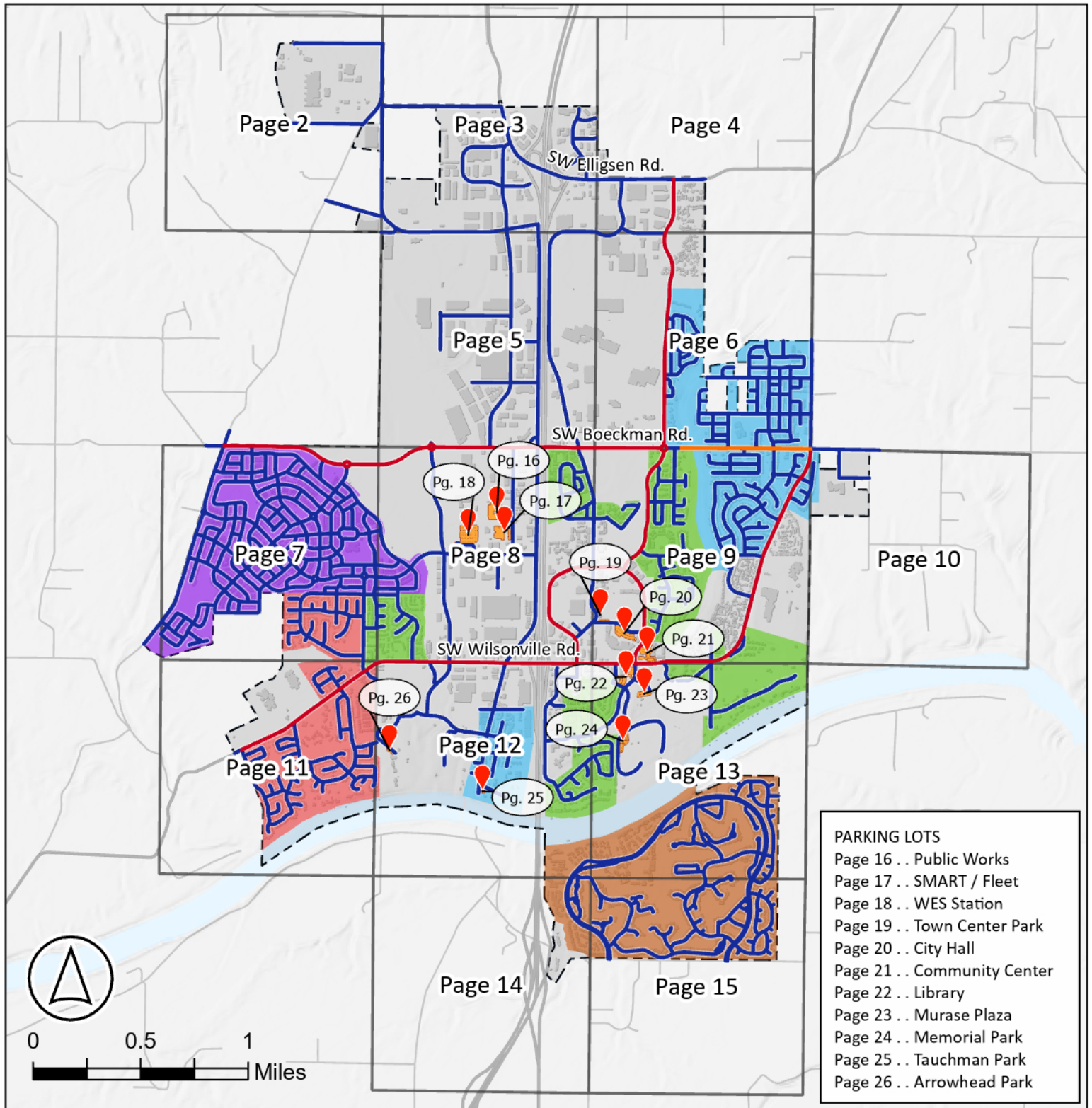
Attachment 1: Street Sweeping Services Request for Proposals: Bid Rate

Criteria	Greensweep Asphalt Services	
	Contracted Hourly Rate	Estimated Annual Cost
Annual Scheduled Sweeping of Streets: 12 sweeps of 179 lane miles		
A. Regenerative Air Sweeper:		
\$_____ per hour x 1600 (estimated) hours	\$ 150.70	\$ 241,120.00
Annual Scheduled Sweeping of Bike Lanes: 12 sweeps of 17.7 lane miles		
B. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Nine Parking Lots: 4 sweeps of 527,565 square feet		
C. Regenerative Air Sweeper:		
\$_____ per hour x 60 (estimated) hours	\$ 150.70	\$ 9,042.00
Annual Scheduled Sweeping of Two Service Yards: 2 sweeps of 527,565 square feet		
D. Regenerative Air Sweeper:		
\$_____ per hour x 12 (estimated) hours	\$ 150.70	\$ 1,808.40
Miscellaneous Non-Scheduled Requested Sweeping		
E. Mechanical Sweeper:		
\$_____ per hour x 15 (estimated) hours	\$ 198.91	\$ 2,983.65
Services Subtotal:		\$ 263,996.05
Materials Disposal		
Unit Cost (Pass through Cost)	\$ 161.14	\$ 87,015.60
Handling / Transportation Fee		10%
Annual Estimated Handling Fee at 540 tons	\$	8,701.56
Disposal Subtotal		\$ 95,717.26
Grand Total (Service + Disposal)		\$ 359,713.31

Total with contingencies, not to exceed \$399,000.00

EXHIBIT C

Street Sweeping Mapbook



Sweeping Schedule

- Monthly
- 2x / Month
- Buffered Bike Lanes
- Parking Lots

178.32 Lane Miles

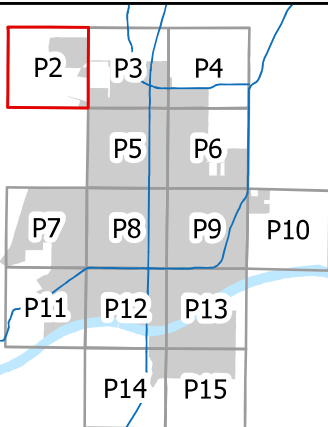
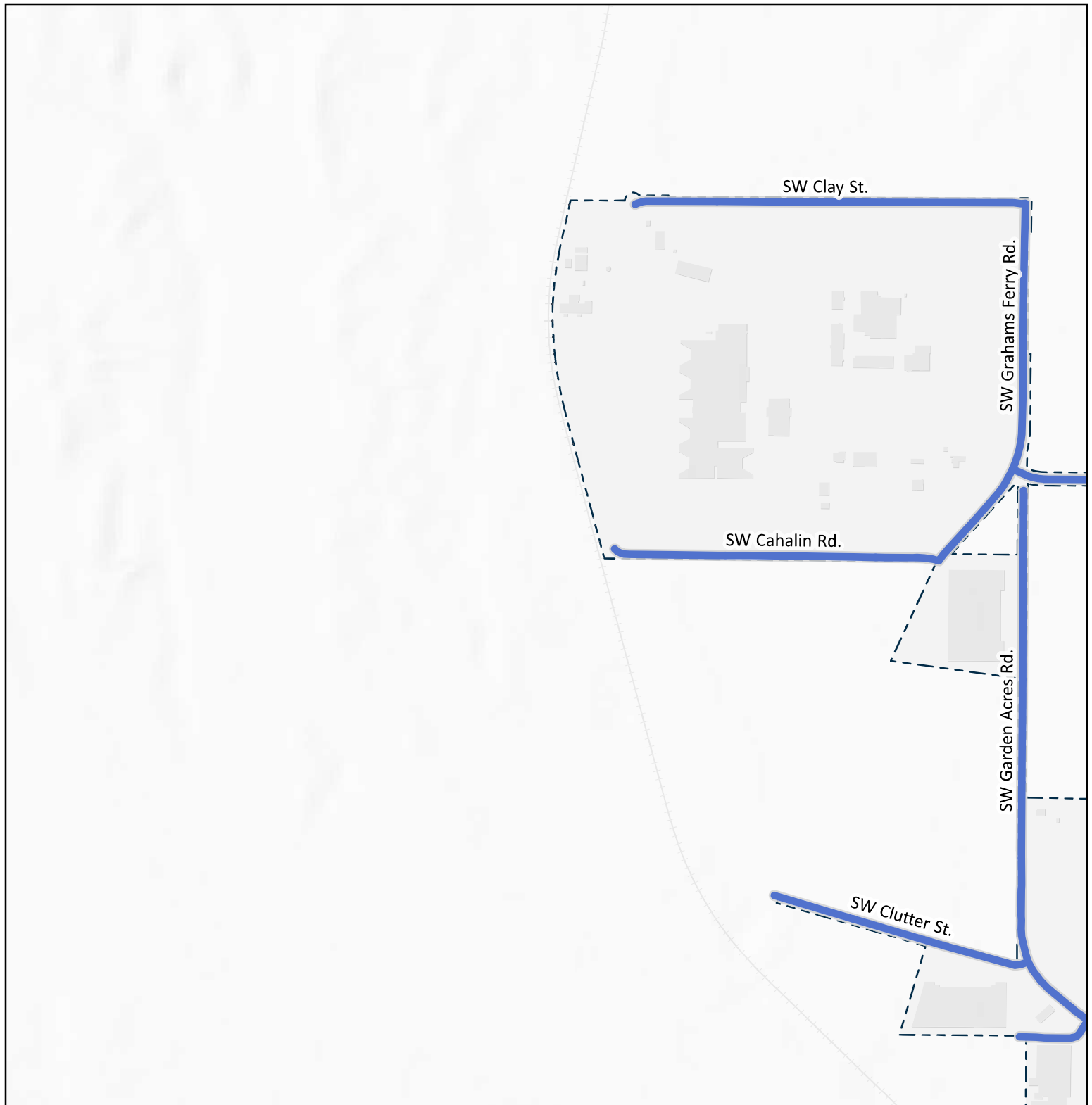
17.69 Additional Miles for the Additional Sweep

Trash Pickup Schedule

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

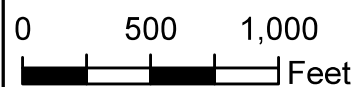


 City Limits



Sweeping Schedule

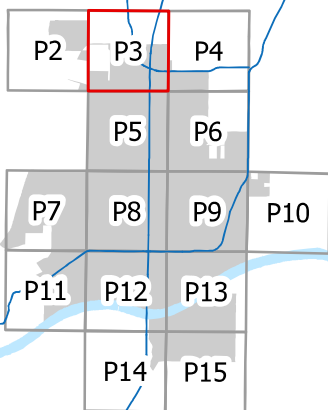
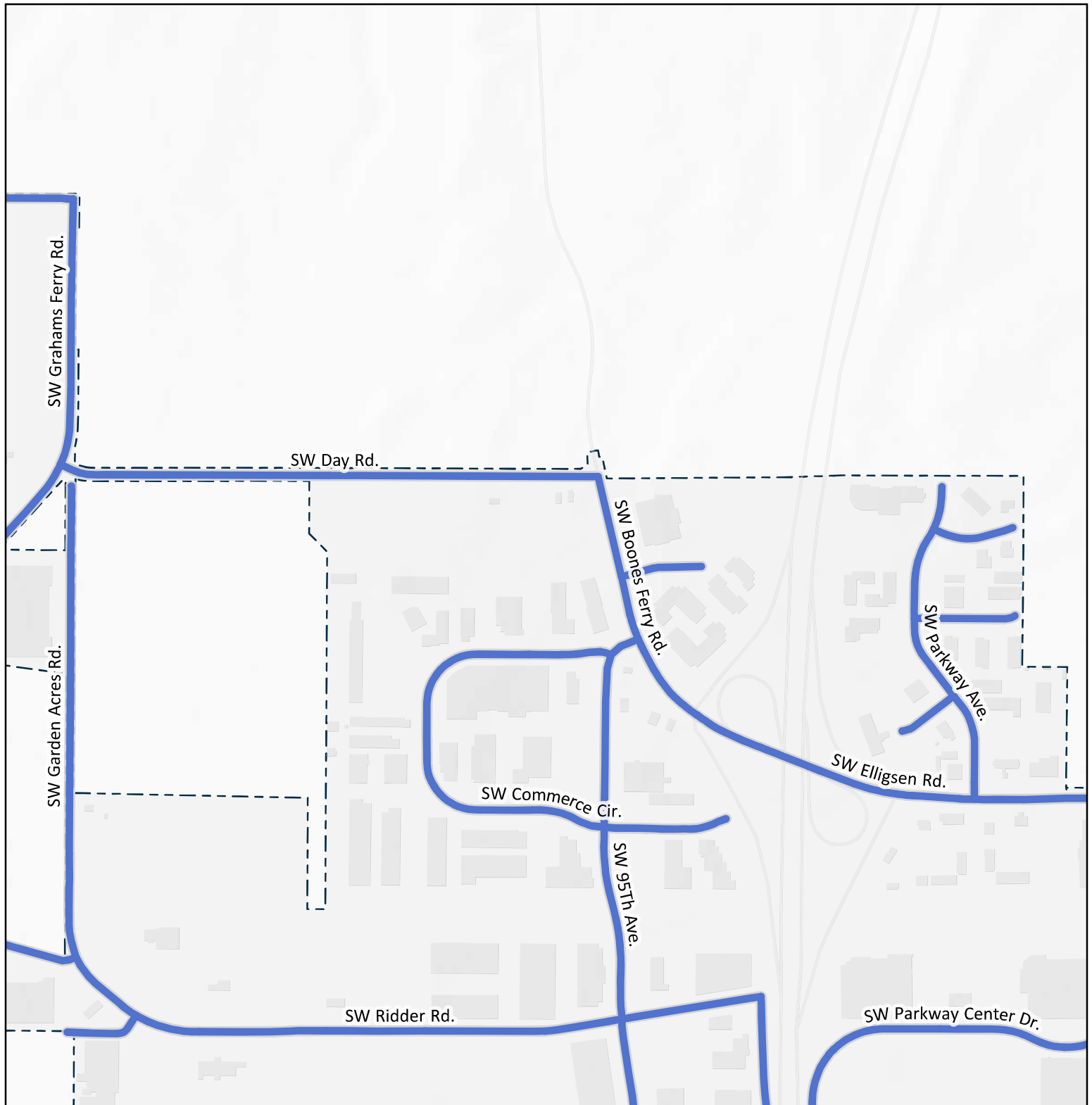
- Monthly Service
- 2x / Month Service



Page 2



City Limits

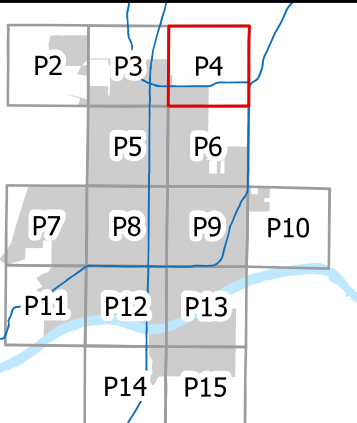
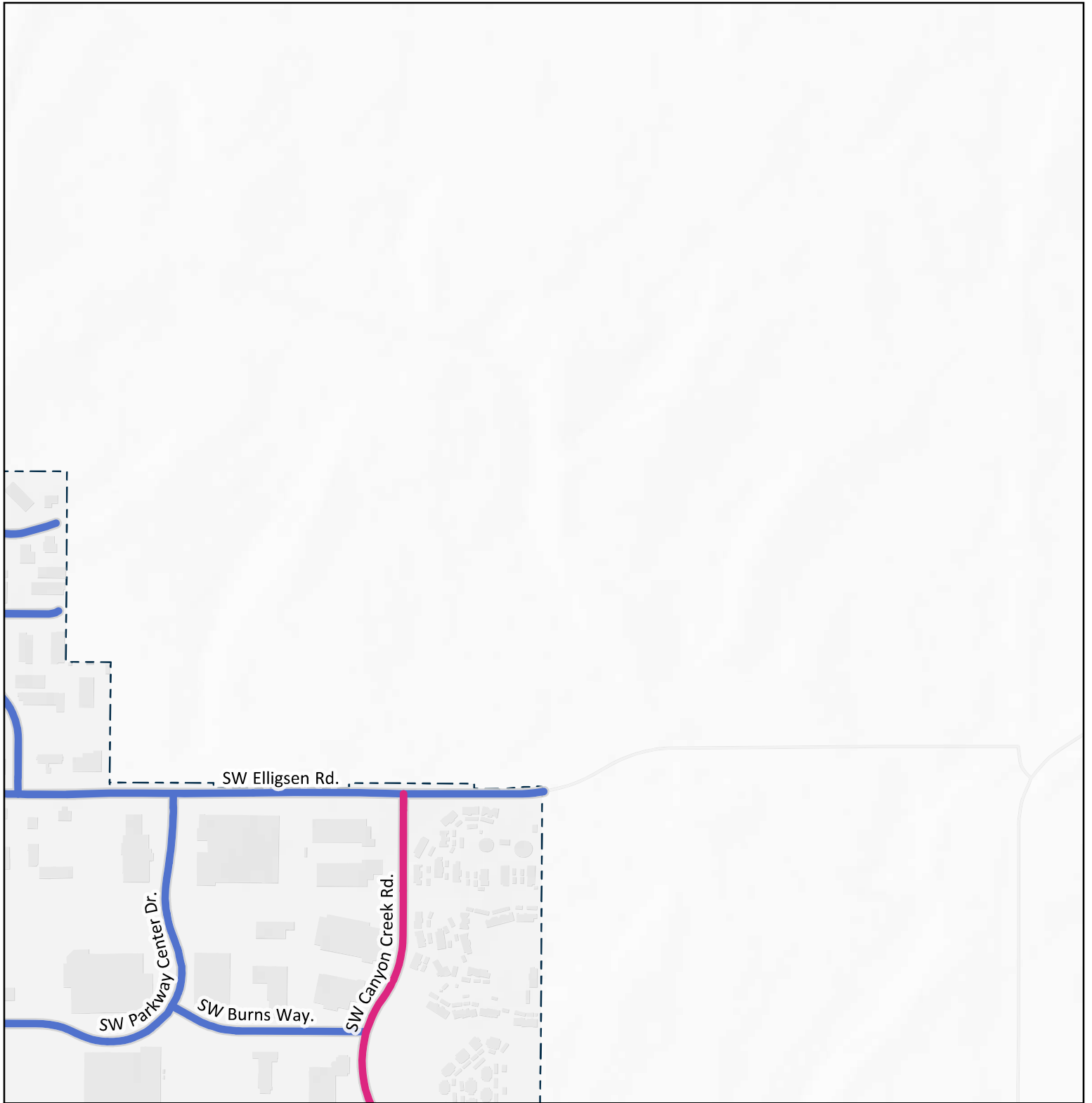


Sweeping Schedule

- Monthly Service
- 2x / Month Service

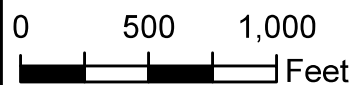


City Limits

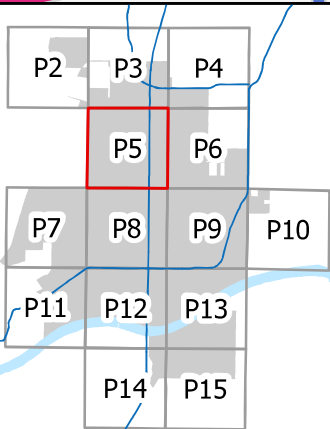
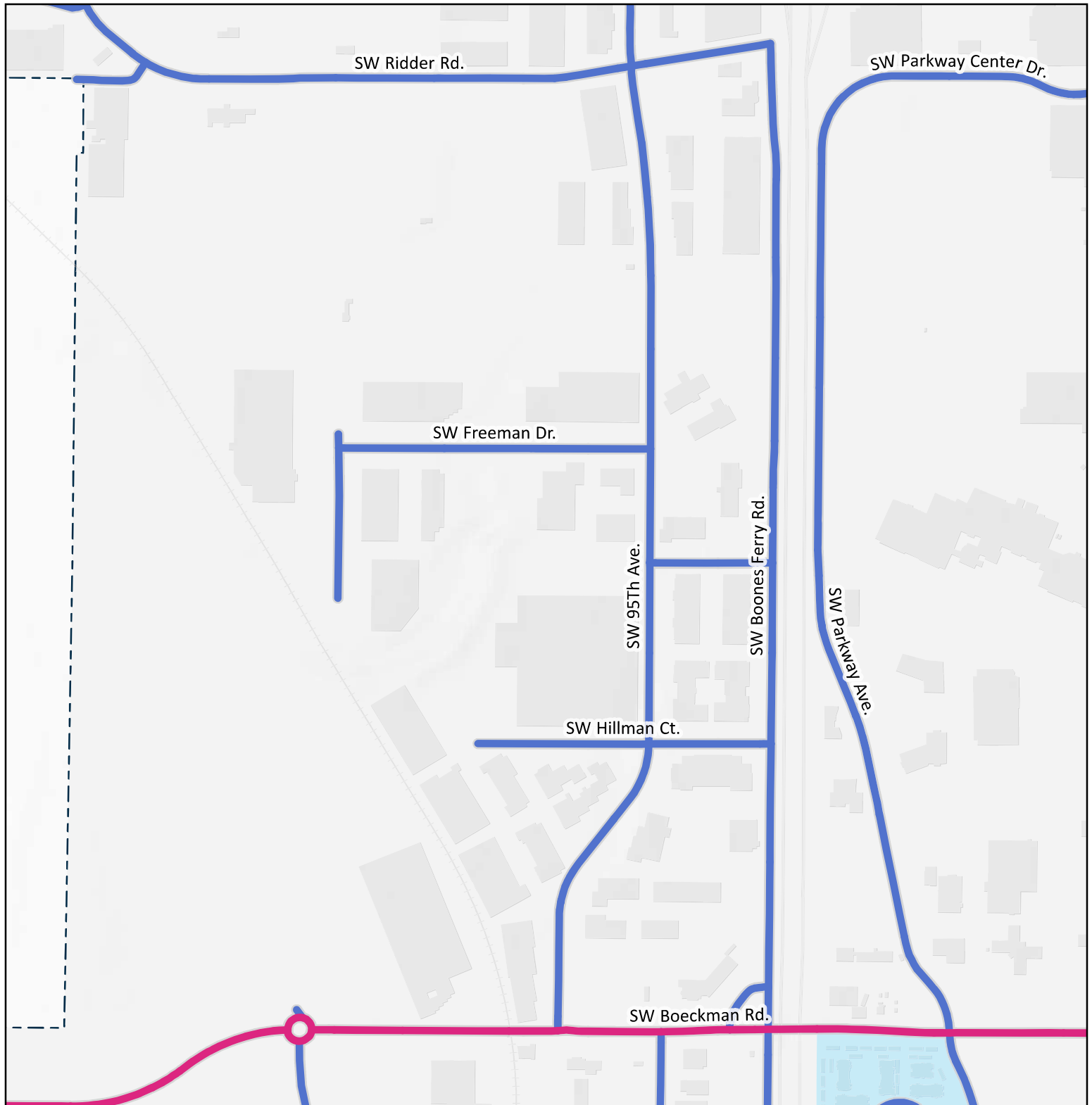


Sweeping Schedule

- Monthly Service
- 2x / Month Service



City Limits



Sweeping Schedule

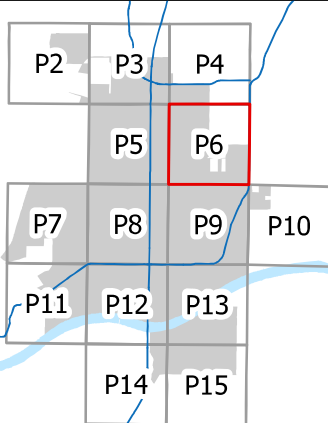
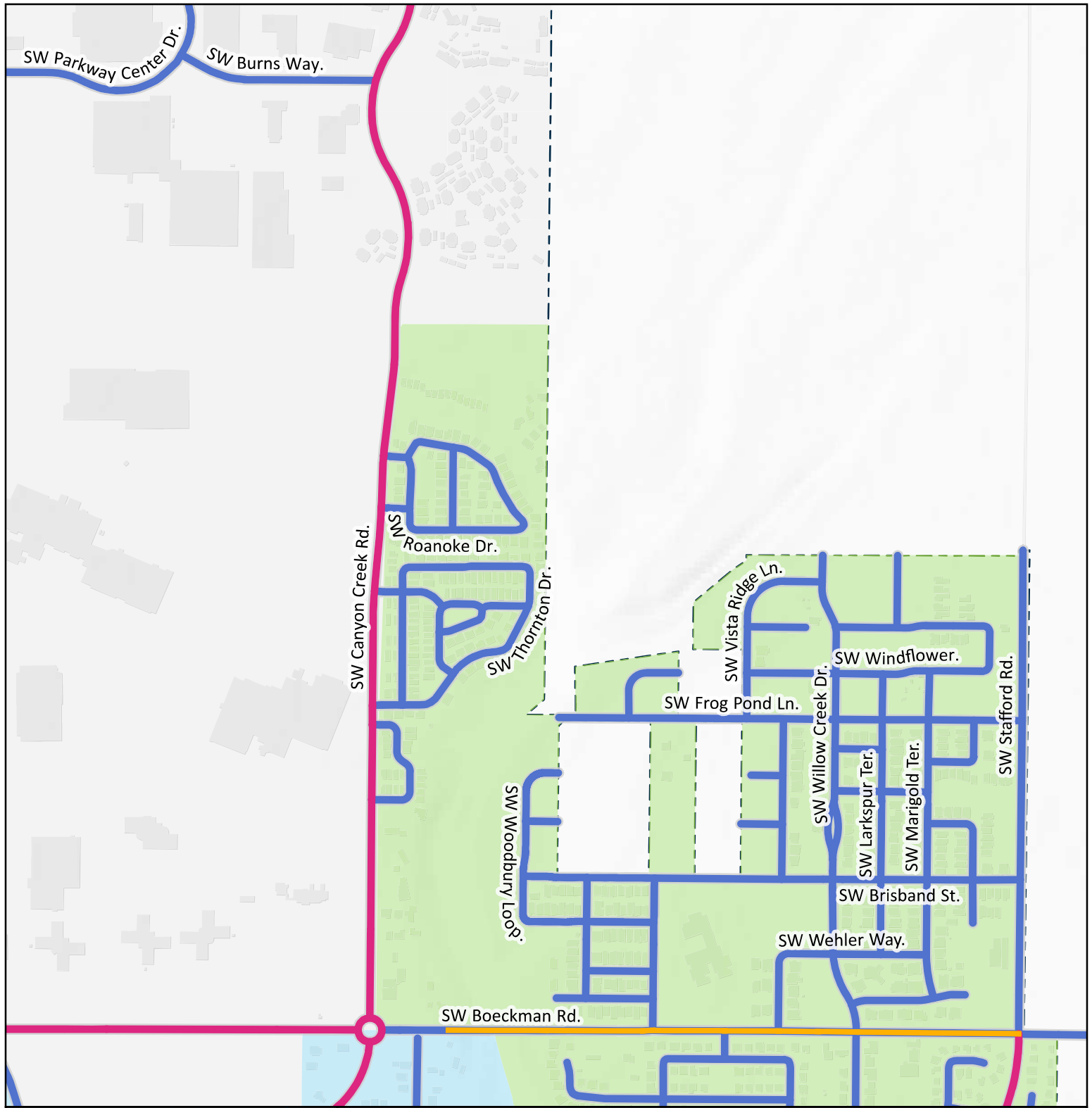
- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Monday



 City Limits



Sweeping Schedule

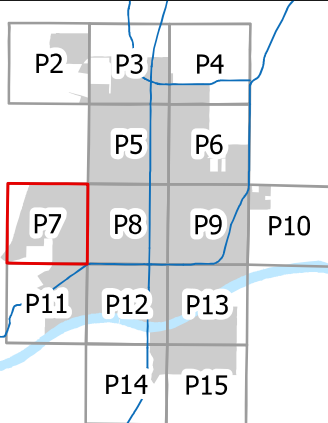
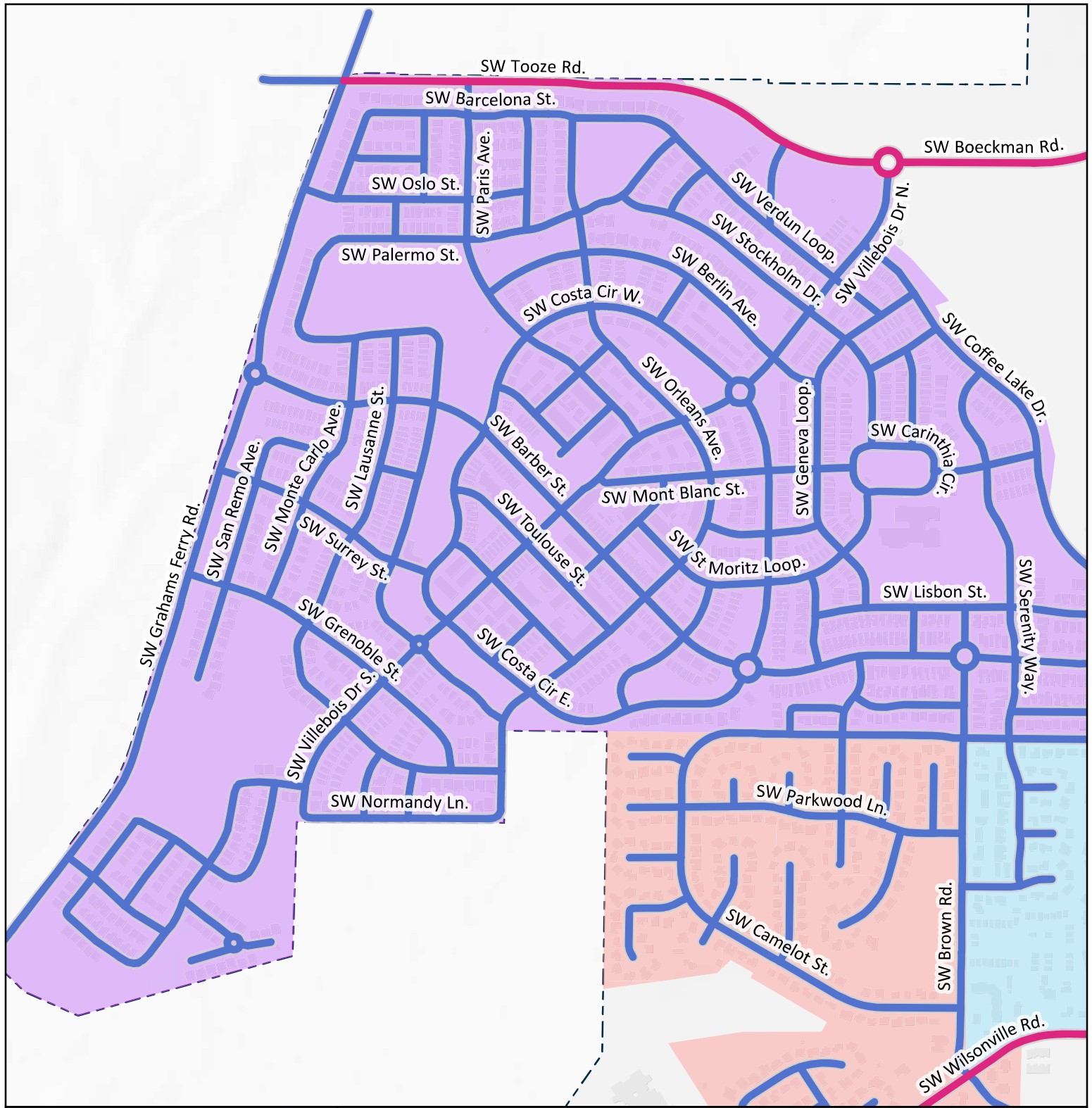
- Monthly Service
- 2x / Month Service

Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





Sweeping Schedule

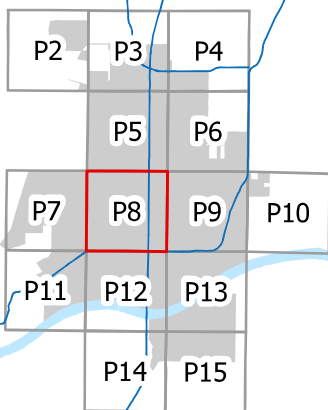
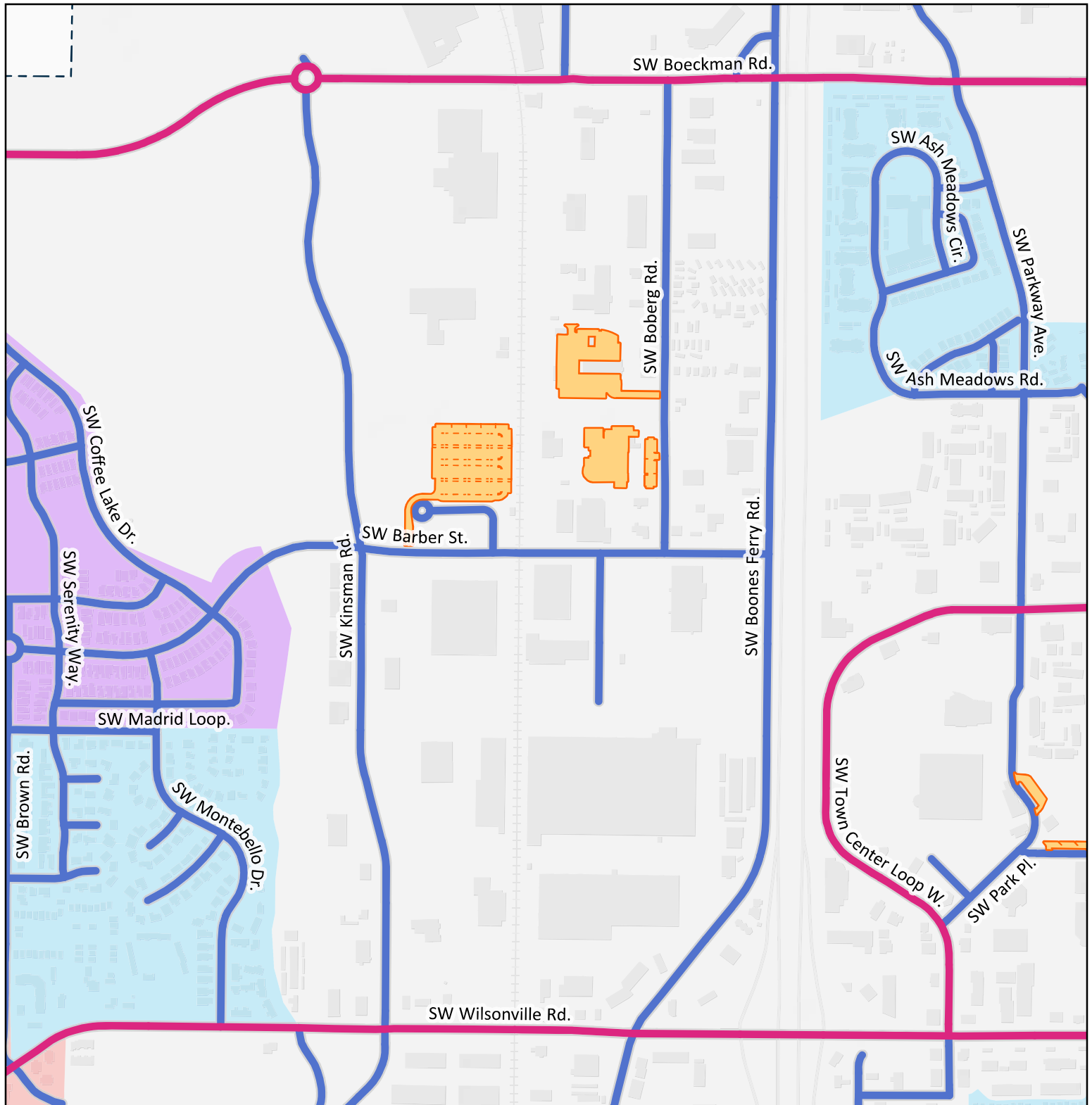
- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Monday
- Thursday
- Friday



City Limits



Sweeping Schedule

- Monthly Service
- 2x / Month Service

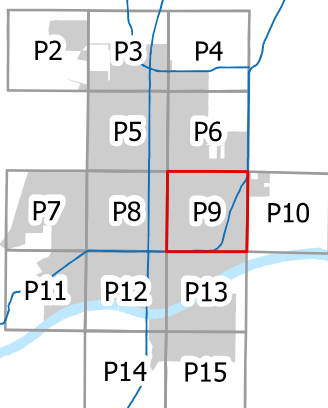
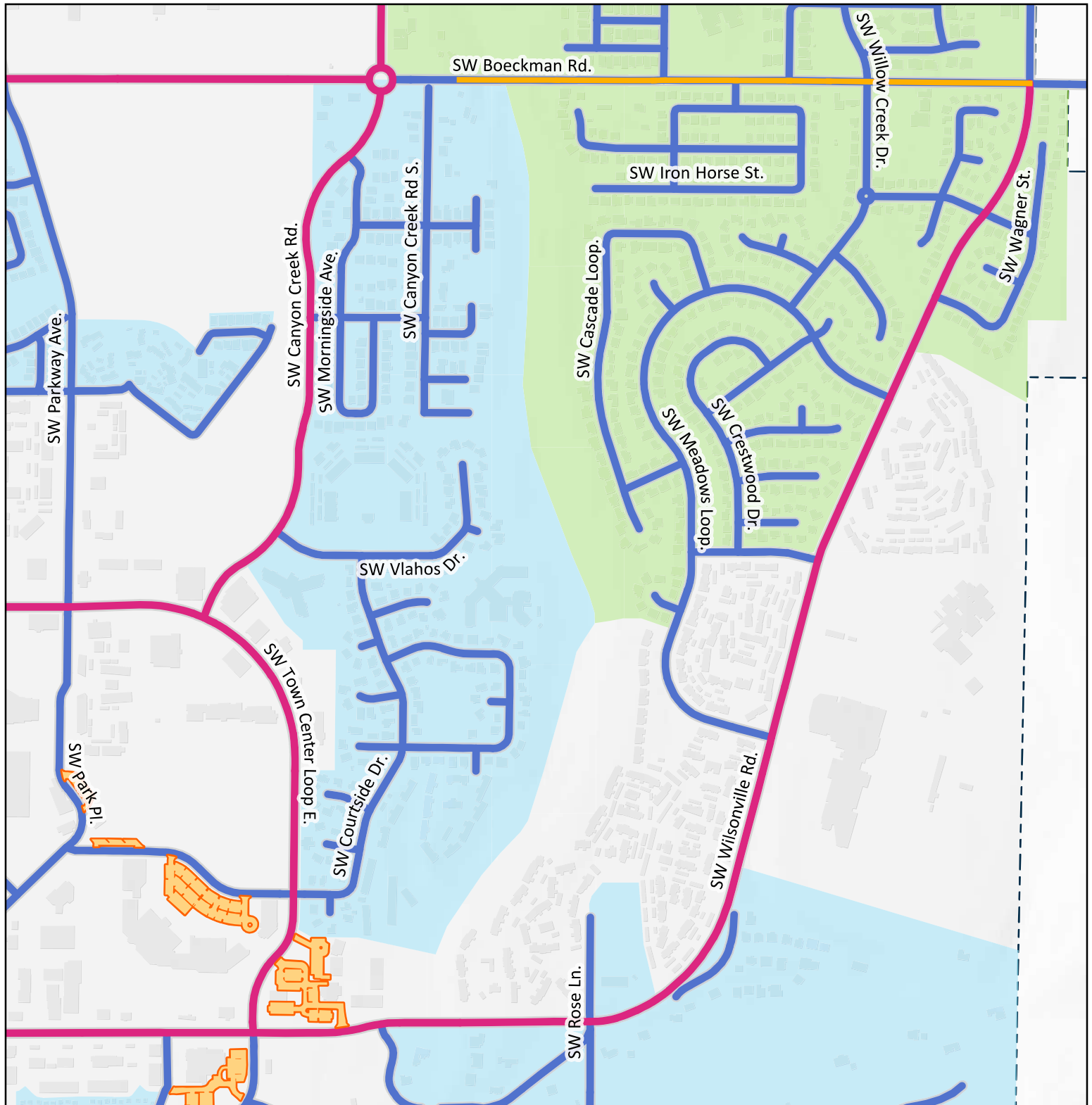
Parking Lots

Trash Pick Up Schedule

- Monday
- Thursday
- Friday



City Limits



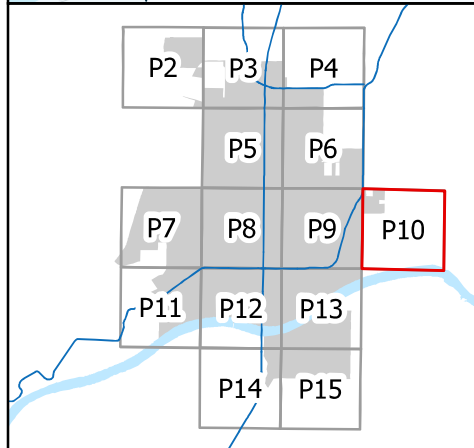
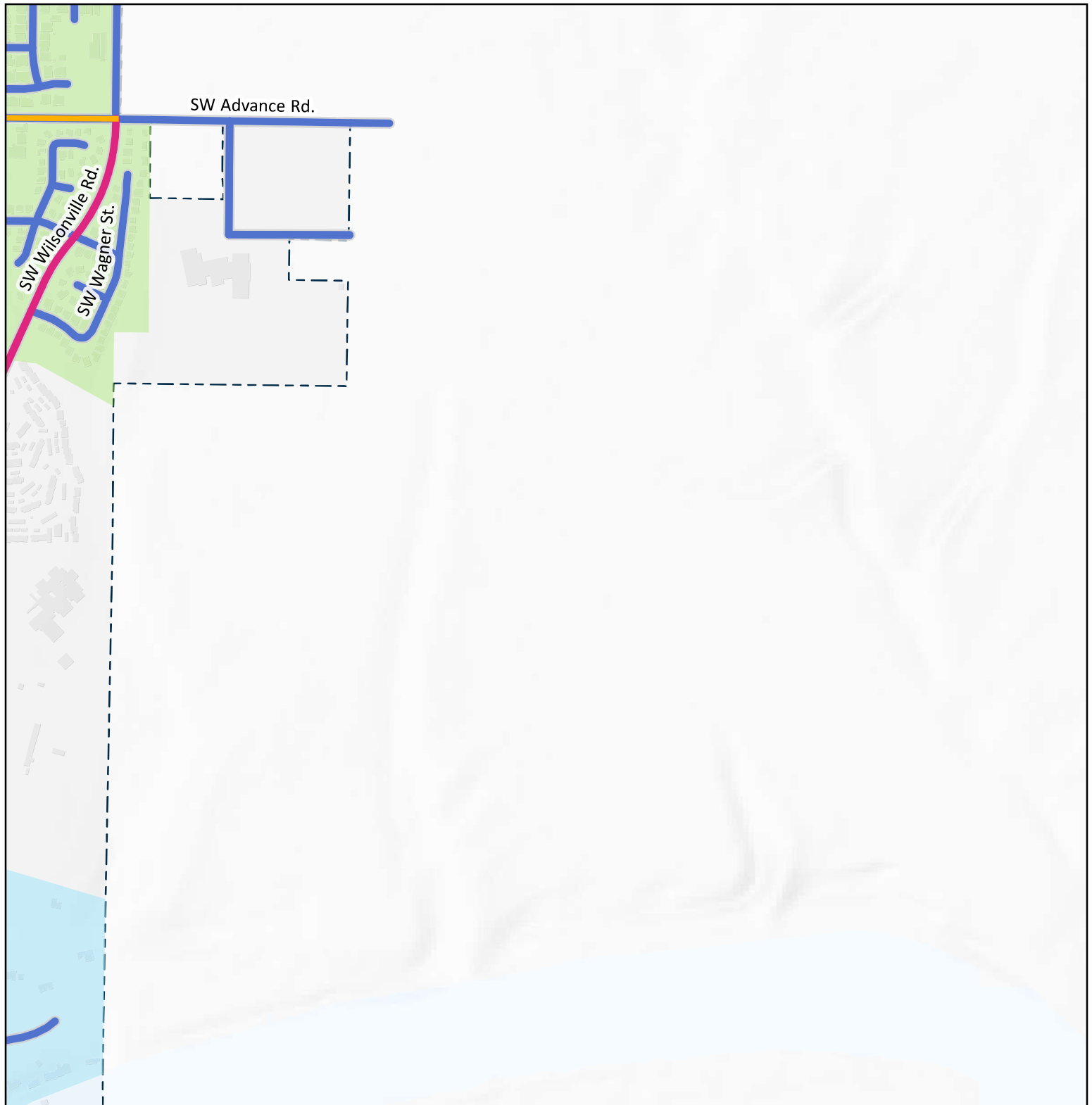
Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots
- Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





Sweeping Schedule

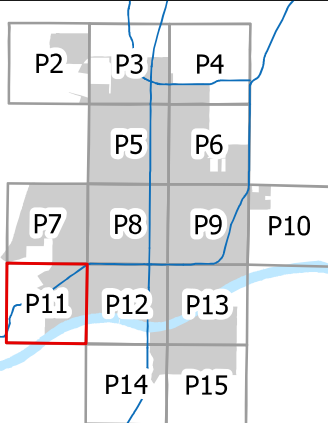
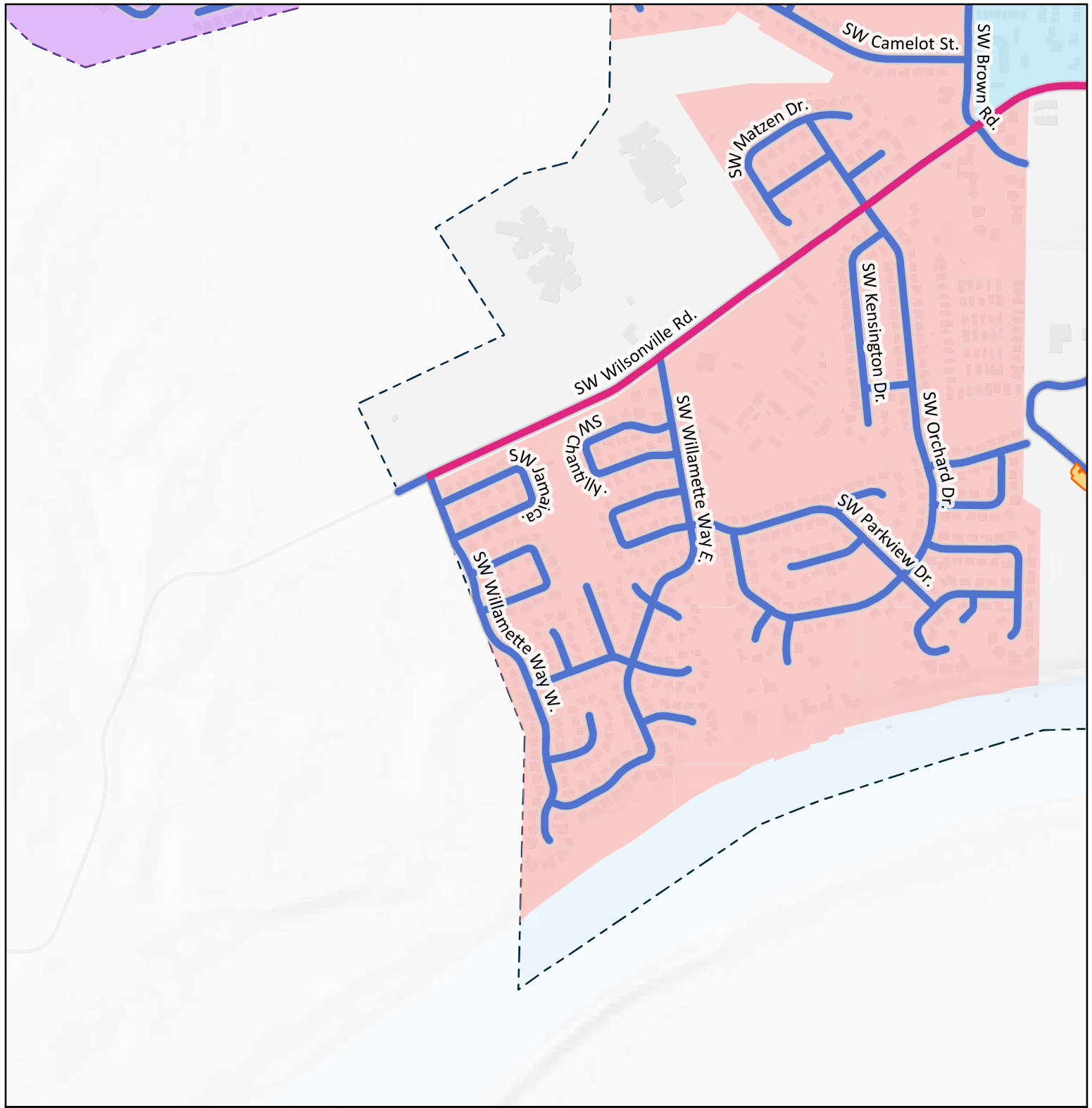
- Monthly Service
- 2x / Month Service

Buffered Bike Lanes

Trash Pick Up Schedule

- Monday
- Tuesday





Sweeping Schedule

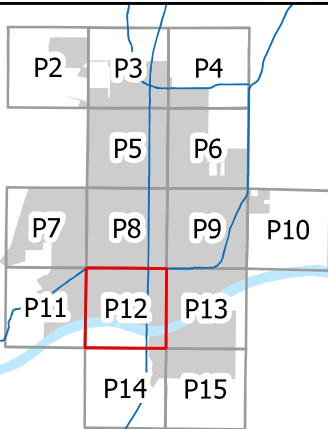
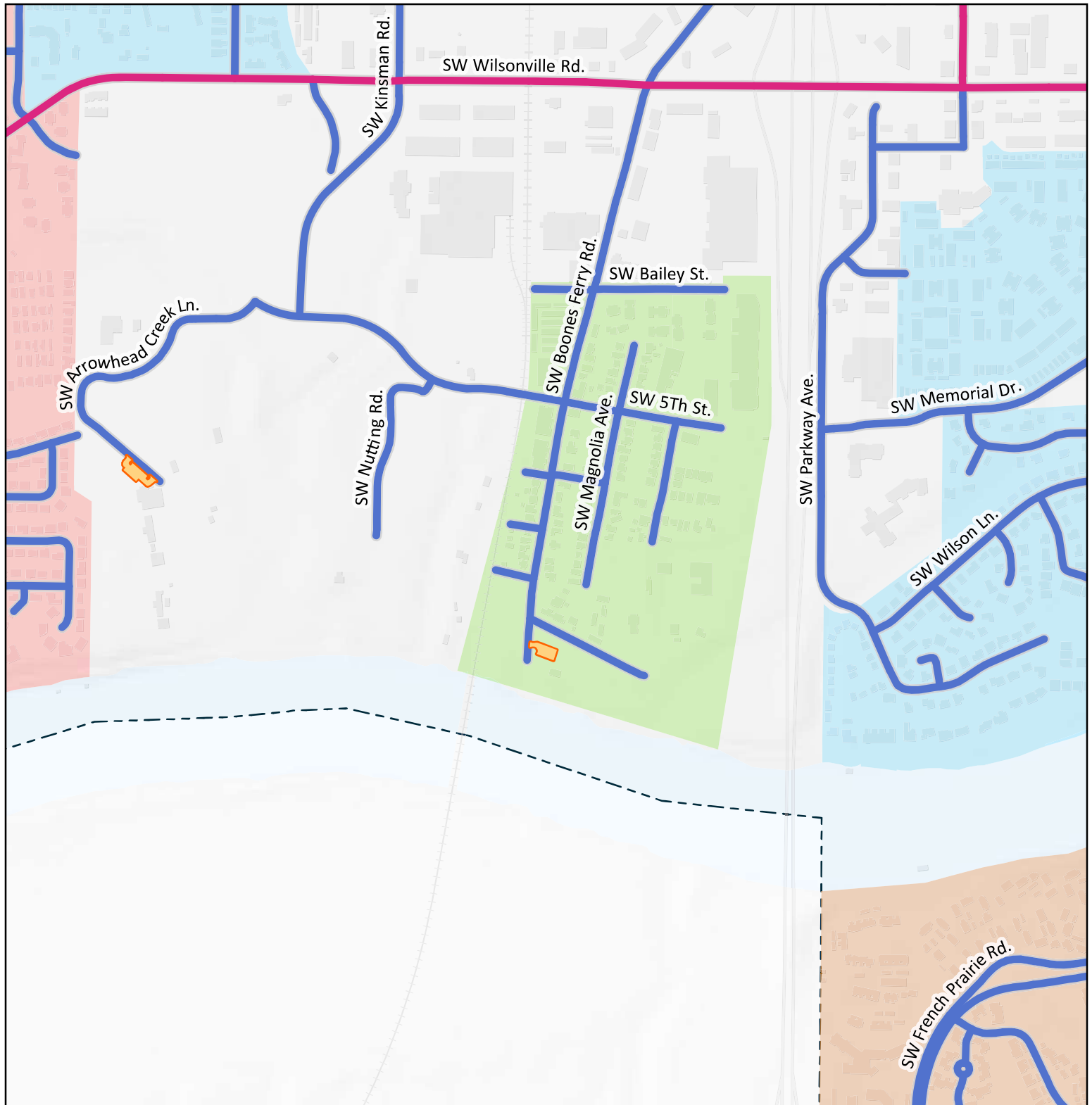
- Monthly Service
- 2x / Month Service



Trash Pick Up Schedule

- Monday
- Friday
- Thursday





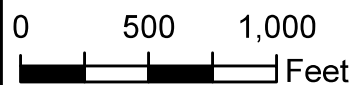
Sweeping Schedule

- Monthly Service
- 2x / Month Service

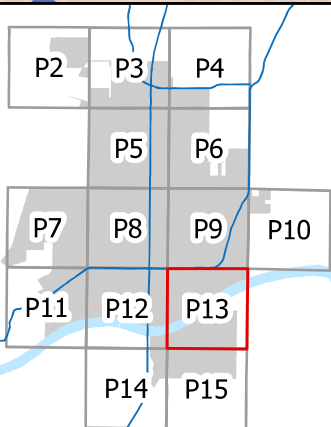
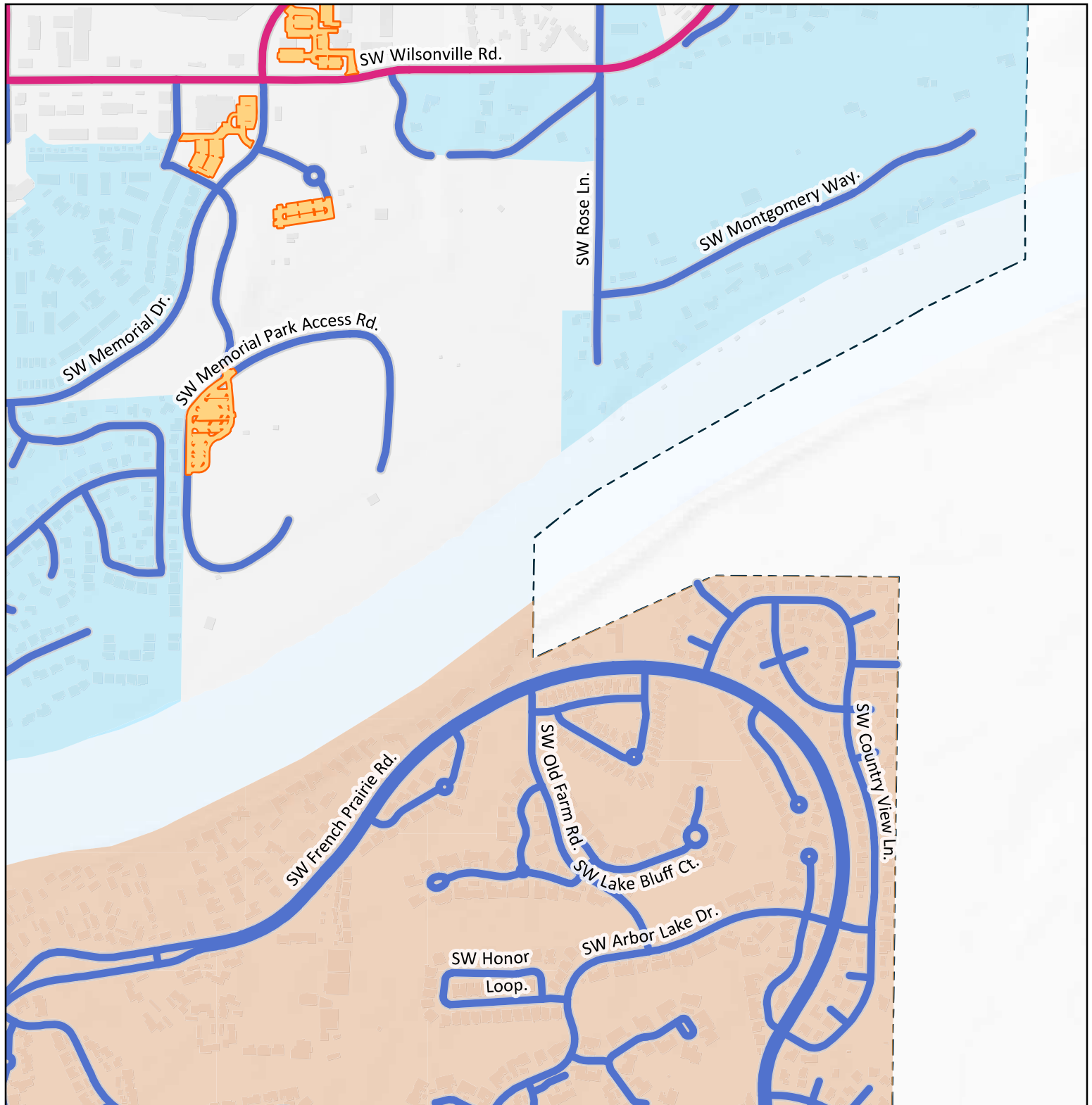
Parking Lots

Trash Pick Up Schedule

- Monday
- Tuesday
- Friday
- Wednesday



City Limits

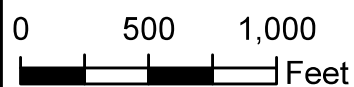


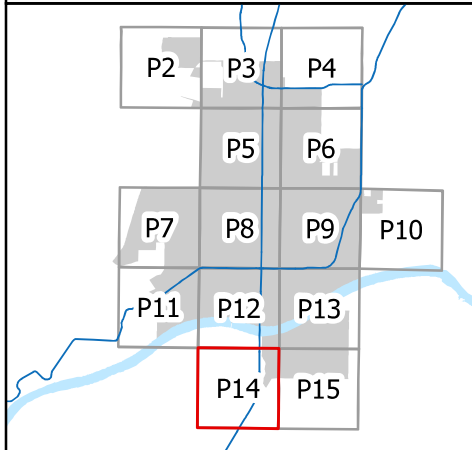
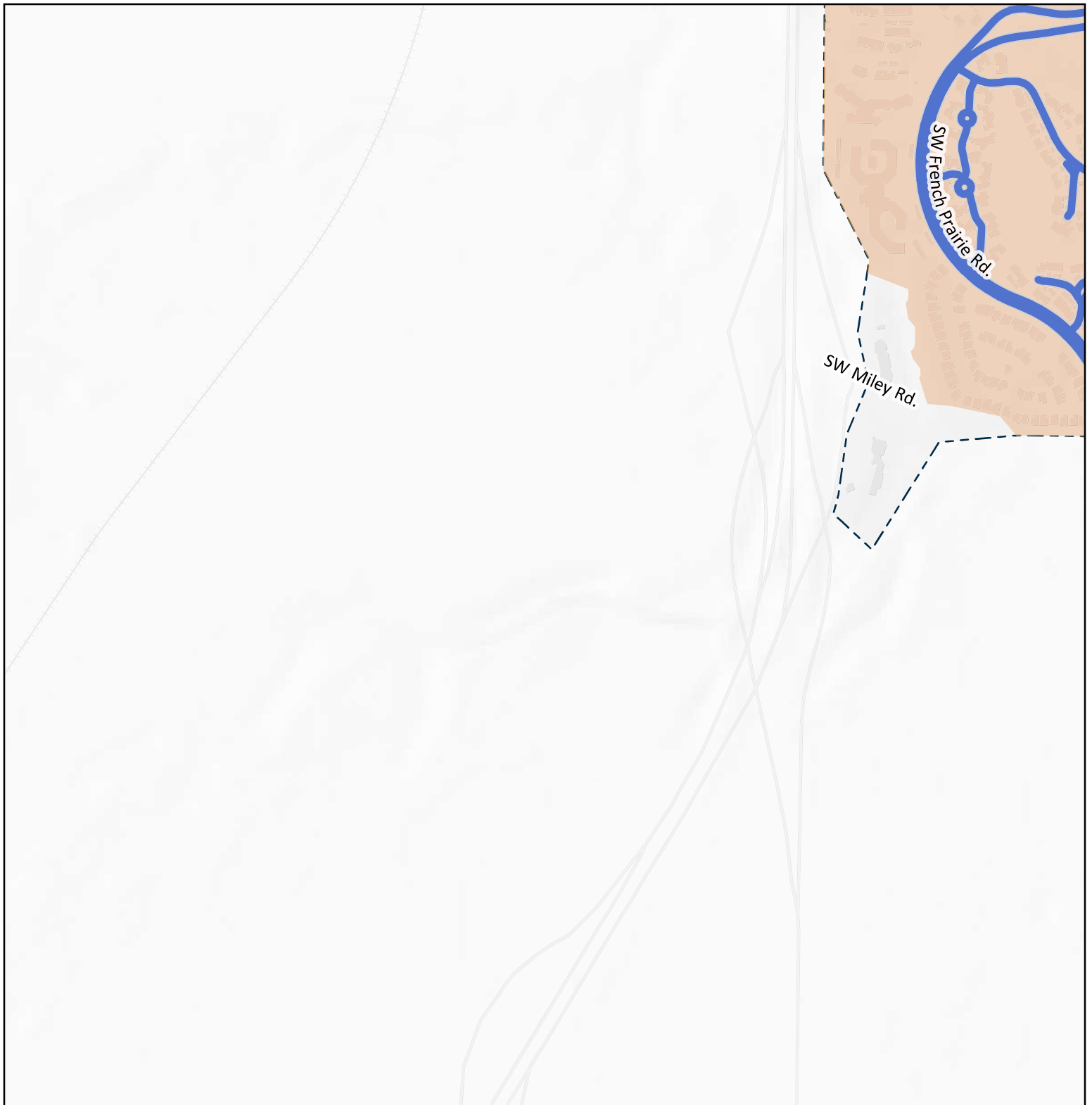
Sweeping Schedule

- Monthly Service
- 2x / Month Service
- Parking Lots

Trash Pick Up Schedule

- Monday
- Wednesday



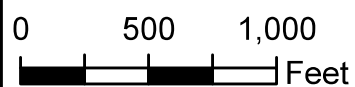


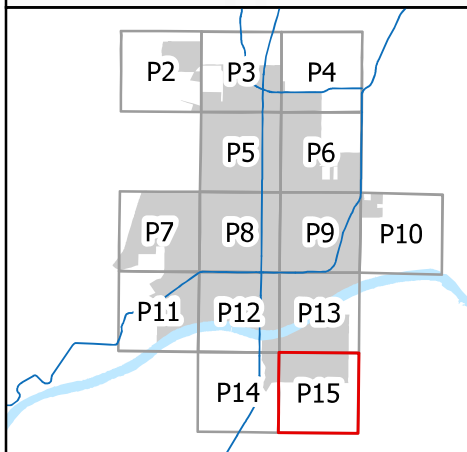
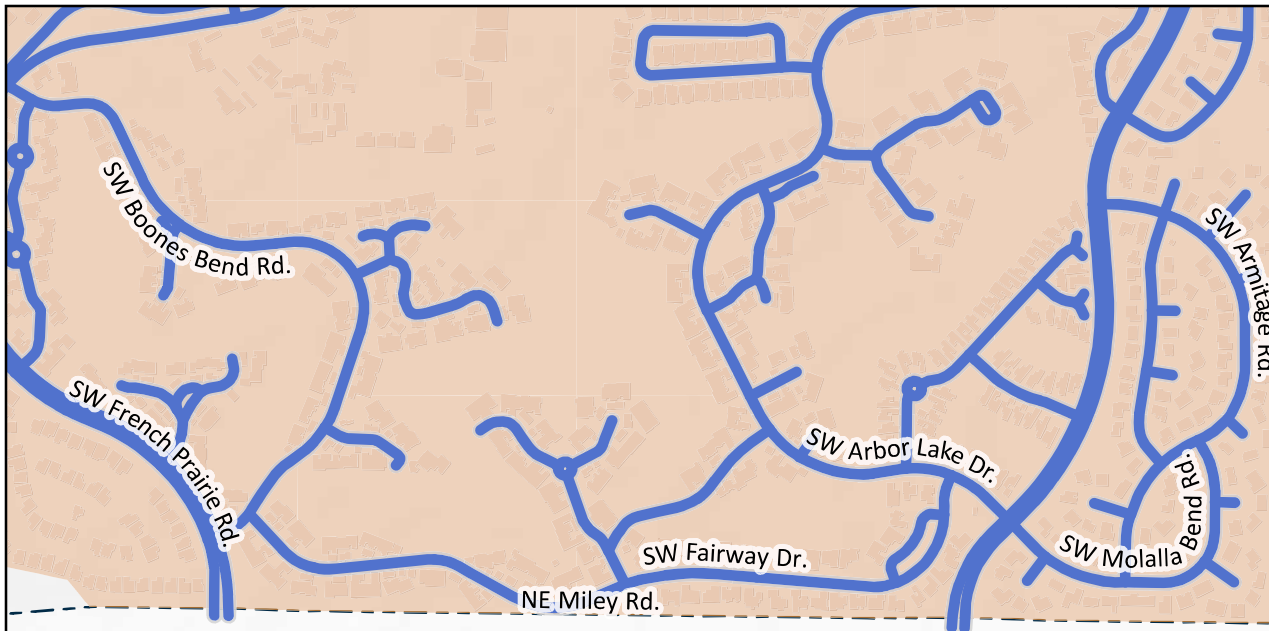
Sweeping Schedule

- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Wednesday



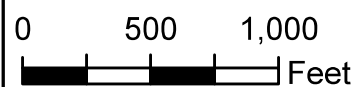


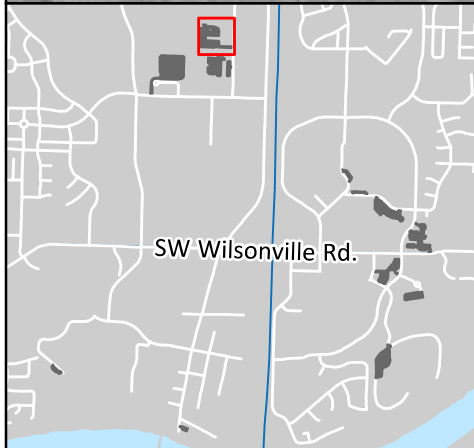
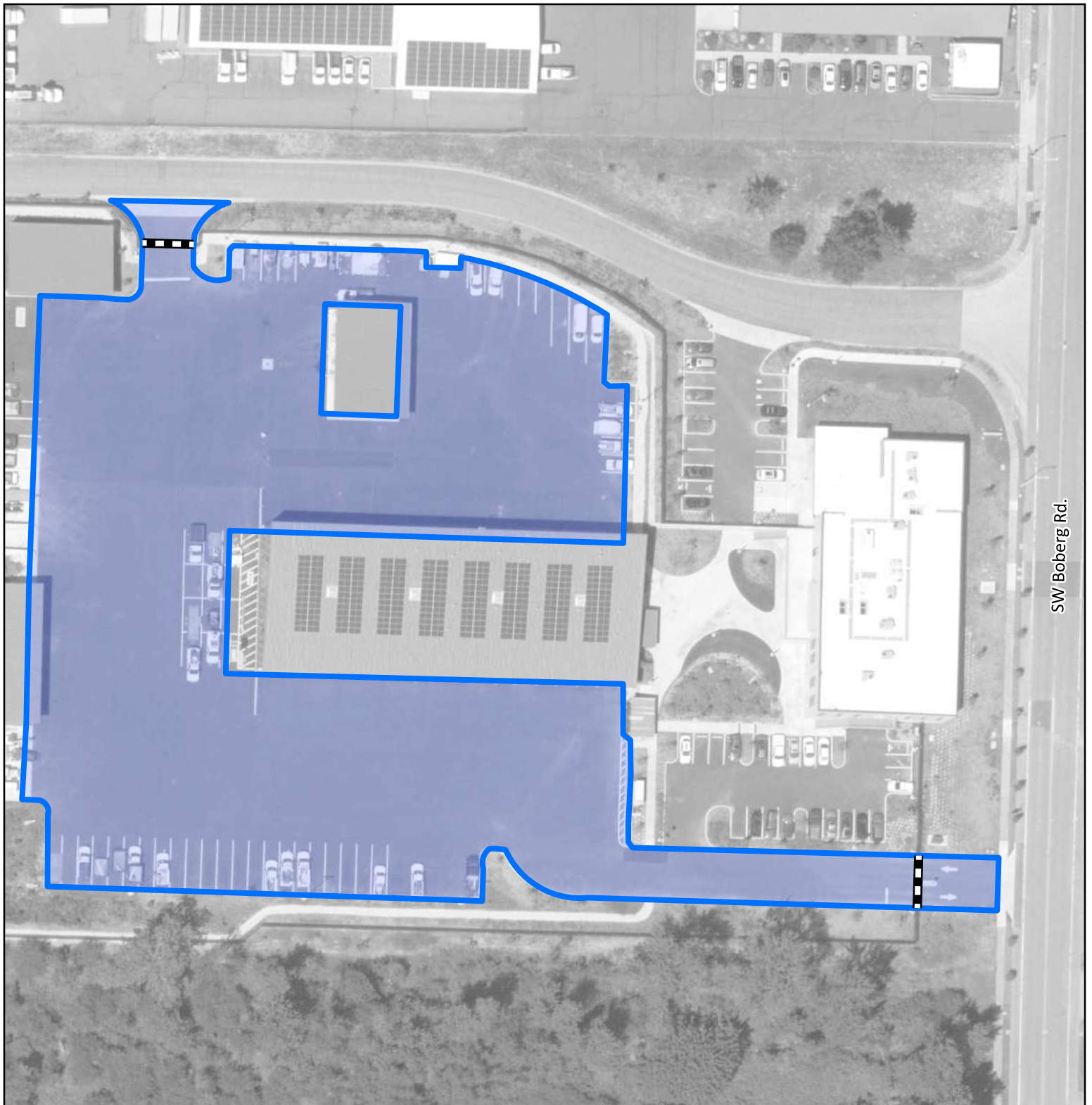
Sweeping Schedule

- Monthly Service
- 2x / Month Service

Trash Pick Up Schedule

- Wednesday





Public Works

Sweeping Schedule

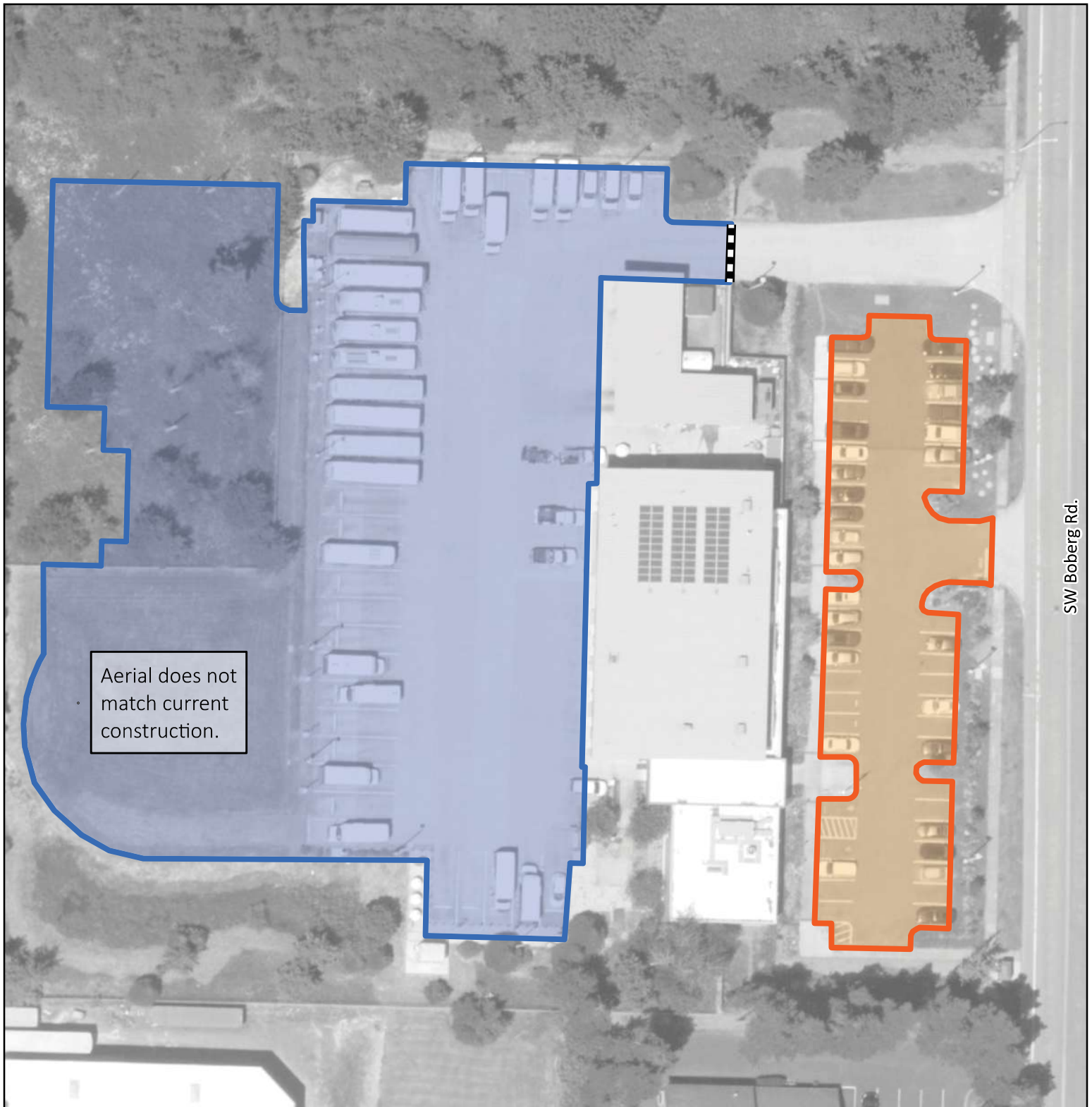
 Maintenance Yard

 Access Gate

Approx. 108,749 Square Feet

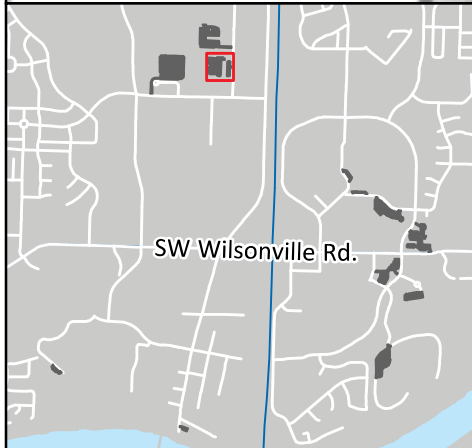
Coordinate access for entry.





Aerial does not match current construction.

SW Boberg Rd.



SW Wilsonville Rd.

SMART / Fleet

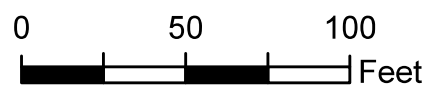
Sweeping Schedule

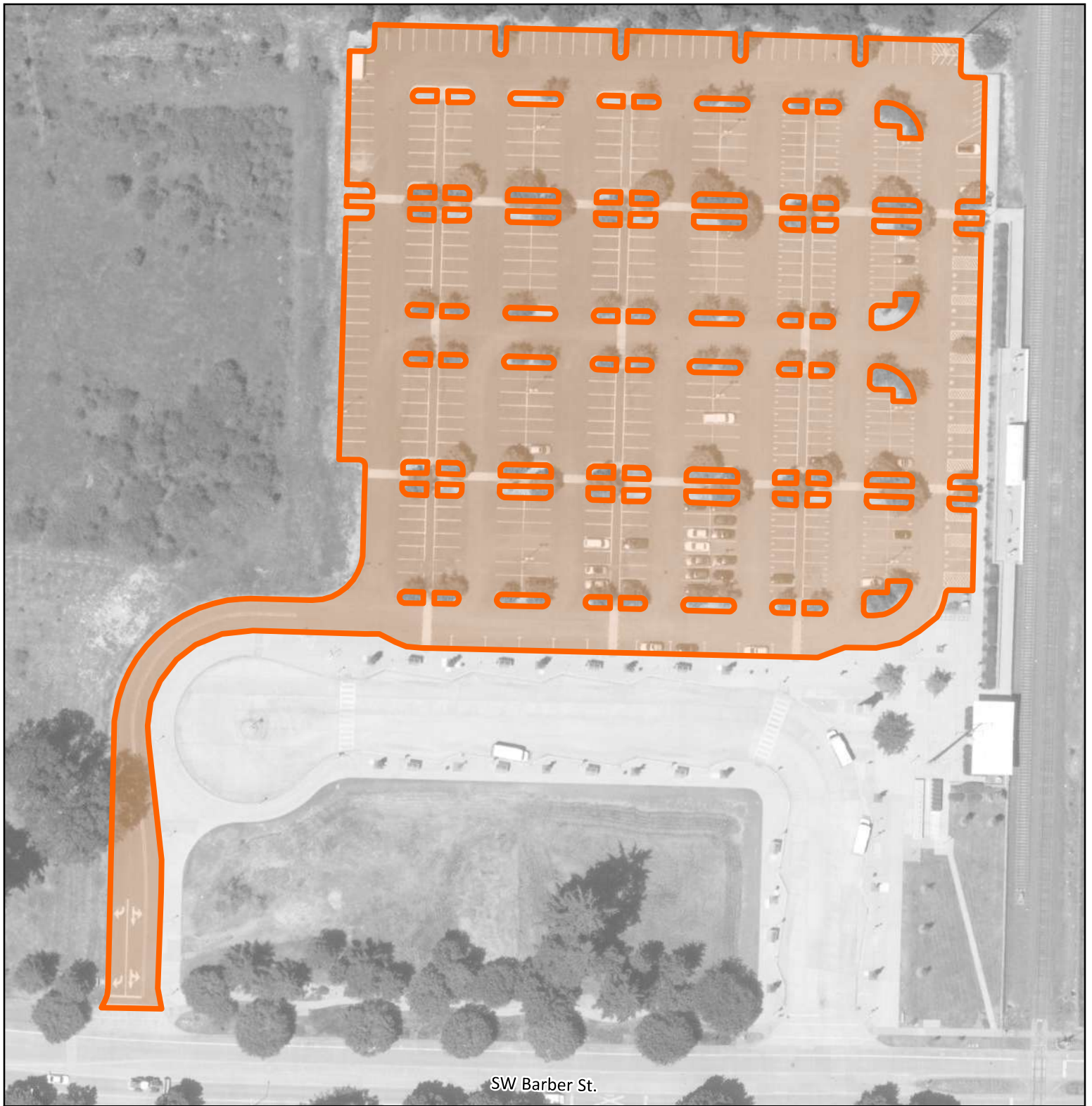
- Employee Parking
- Maintenance Yard
- Access Gate

Approx. 14,739 Square Feet

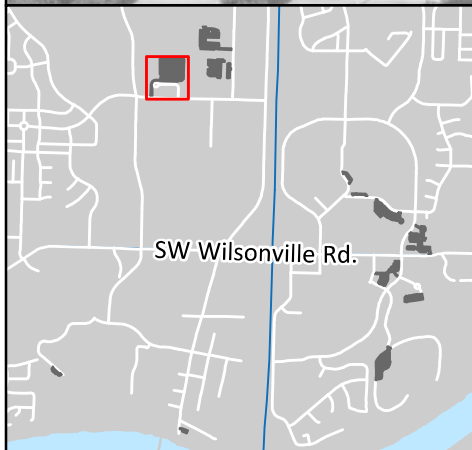
Approx. 70,265 Square Feet

Coordinate access for entry.





SW Barber St.



SW Wilsonville Rd.

WES Station

Sweeping Schedule

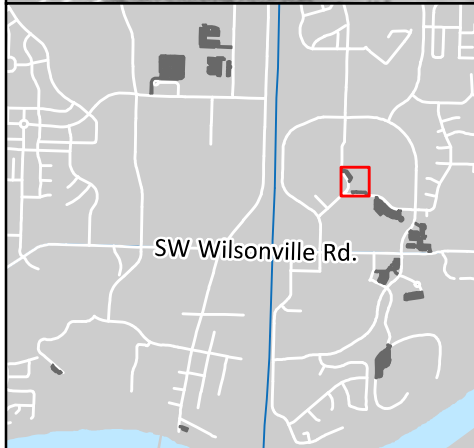
 Parking Lot

Approx. 172,385 Square Feet

0 50 100
Feet

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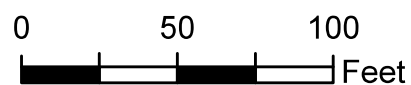


Town Center Park

Sweeping Schedule

 Parking Lot

Approx. 18,561 Square Feet



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City Hall

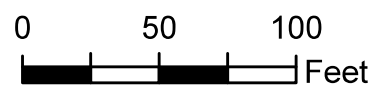
Sweeping Schedule

 Parking Lot

 Access Gate

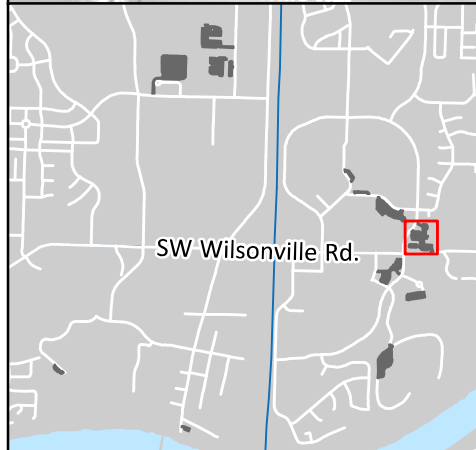
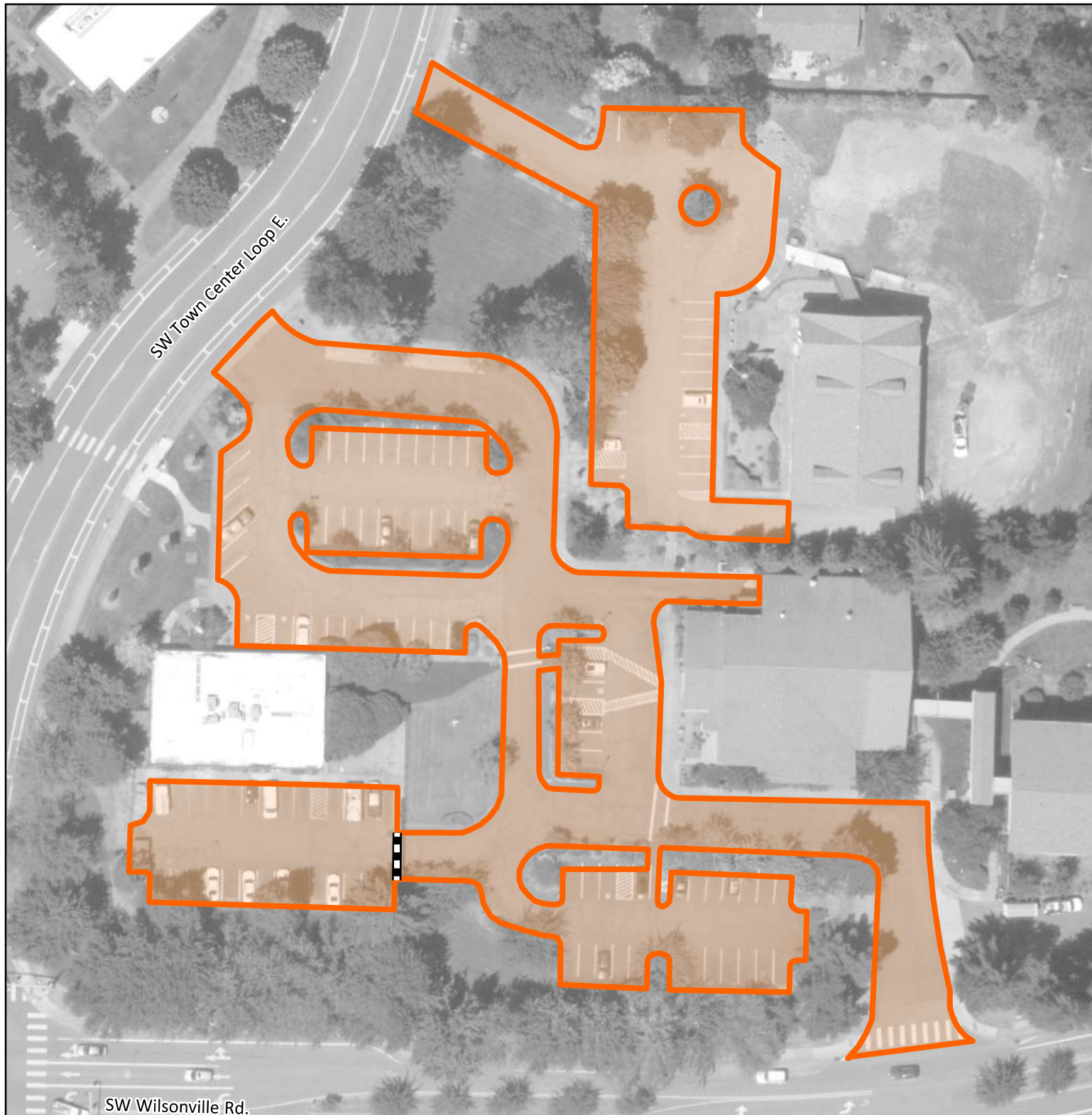
Approx. 73,789 Square Feet

Coordinate access for entry.



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Community Center, Police, Park Tech Parking

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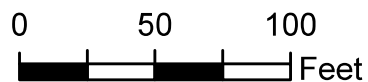
Sweeping Schedule

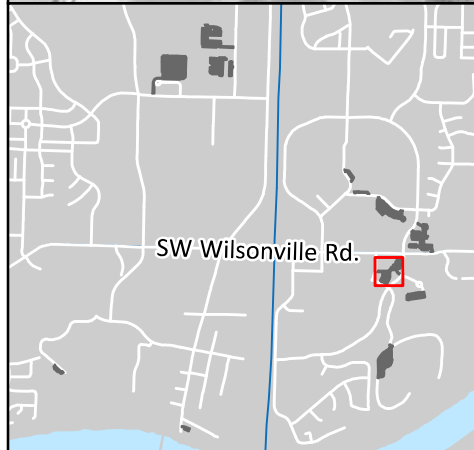
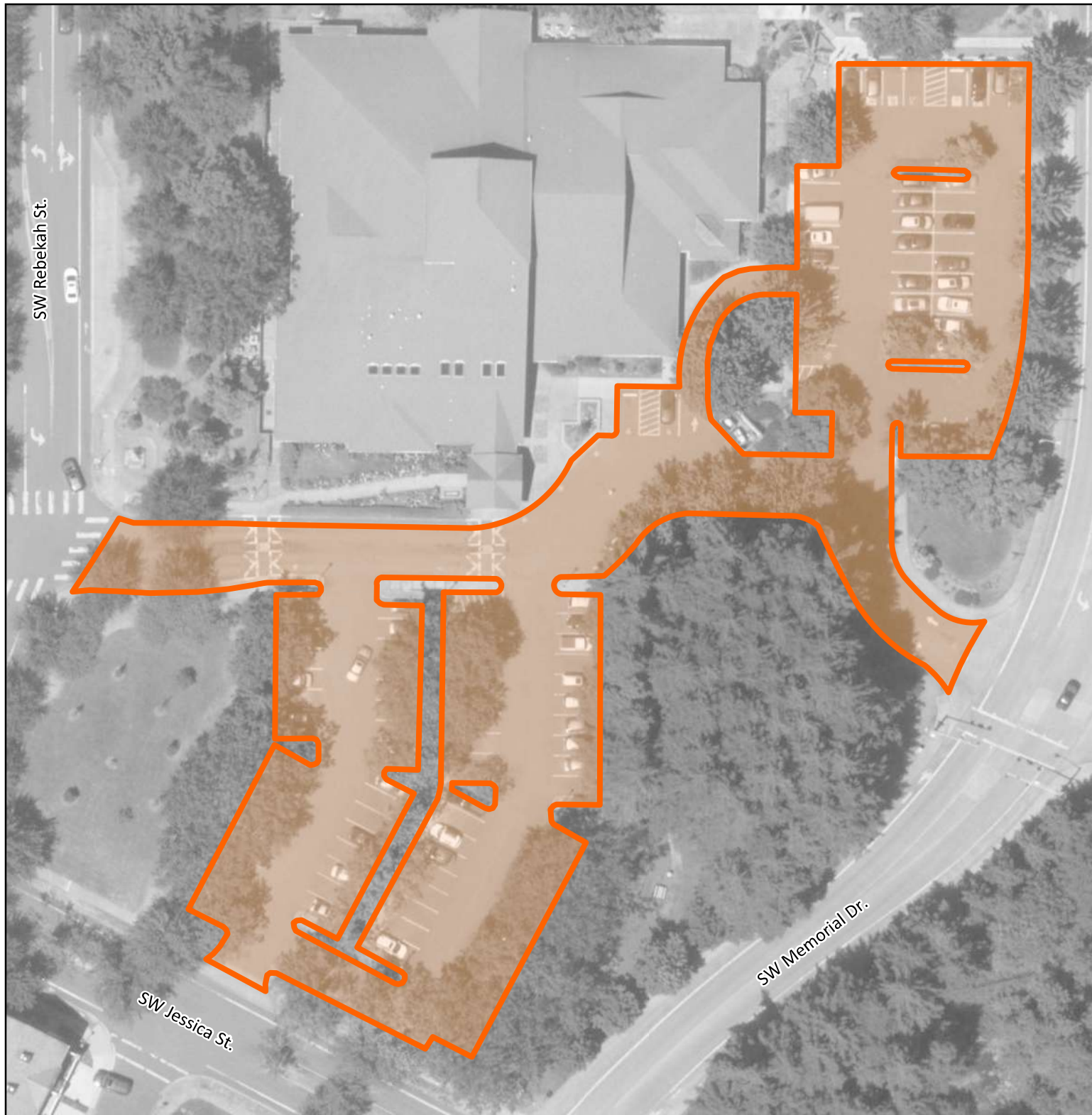
 Parking Lot

Approx. 78,265 Square Feet

 Access Gate

Coordinate access for entry.





Library

Sweeping Schedule

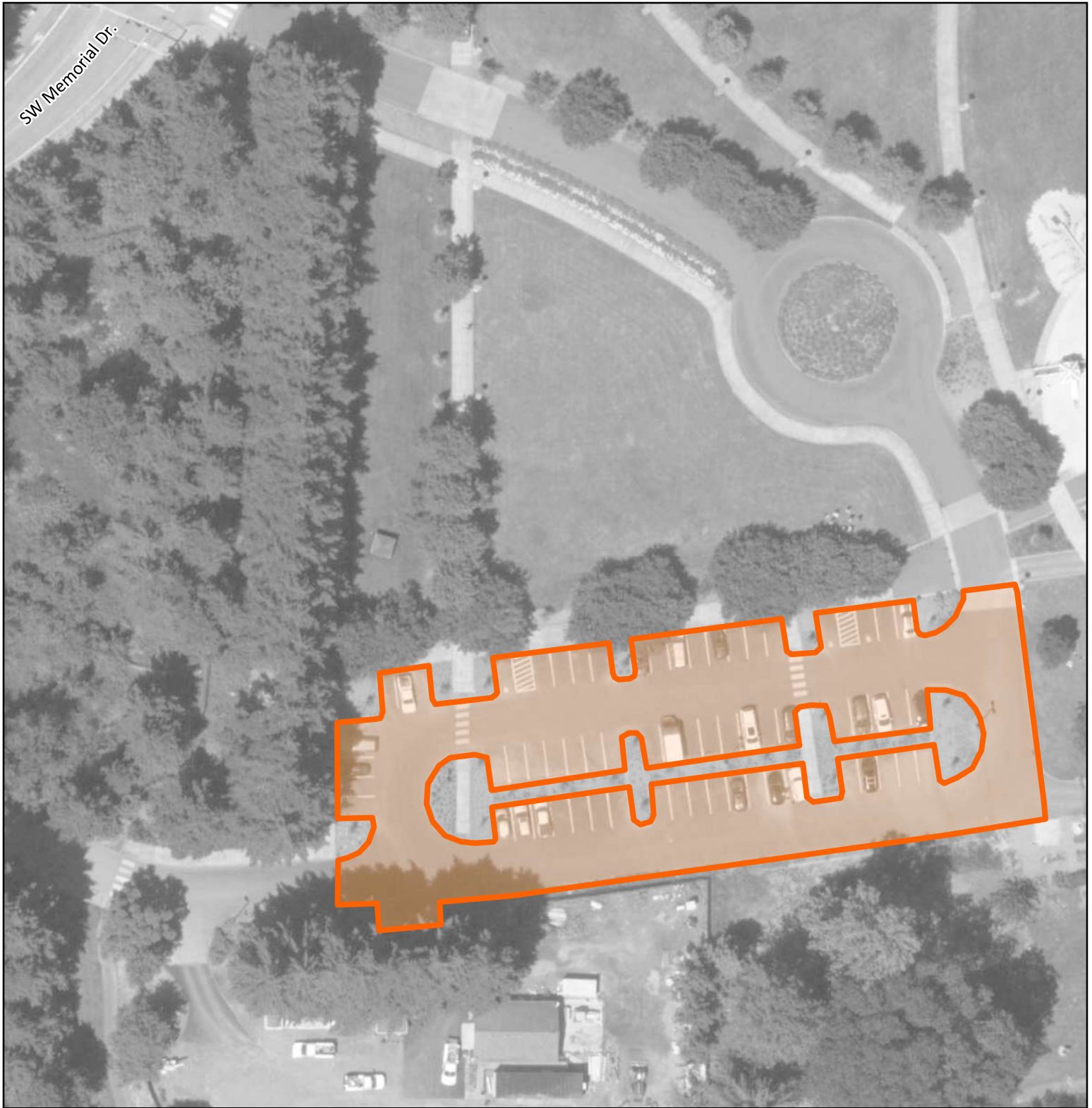
 Parking Lot

Approx. 55,623 Square Feet

0 50 100
Feet

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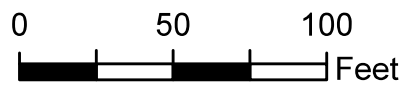




Murase Plaza
Sweeping Schedule

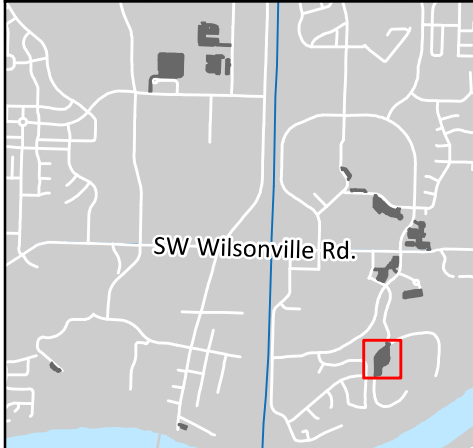
 Parking Lot

Approx. 29,213 Square Feet



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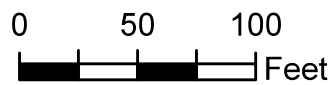


Memorial Park

Sweeping Schedule

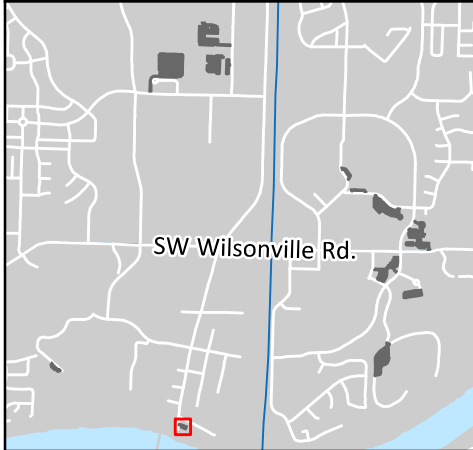
 Parking Lot

Approx. 75,266 Square Feet



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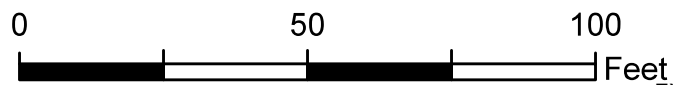


Tauchman Park

Sweeping Schedule

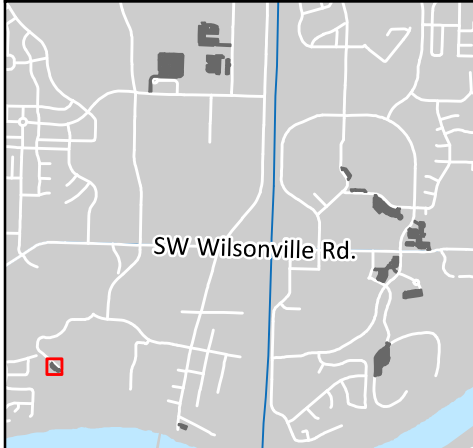
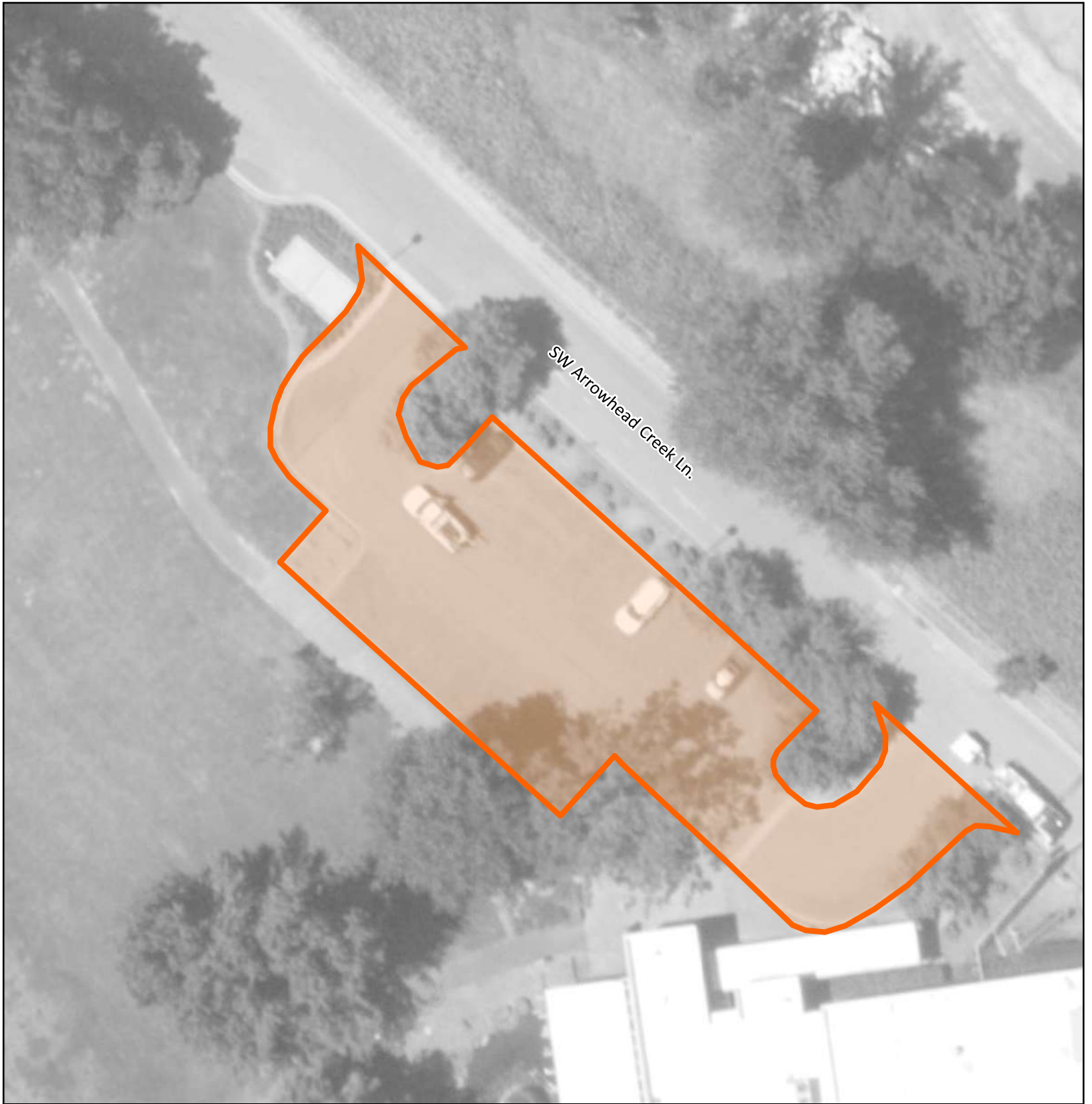
 Parking Lot

Approx. 7,278 Square Feet



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Arrowhead Park

Sweeping Schedule

 Parking Lot

Approx. 10,021 Square Feet

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