

RESOLUTION NO. 2021 - 52

A Resolution authorizing the City Manager to enter into a Goods and Services Contract with Green Sweep Asphalt Service, LLC for street sweeping services.

RECITALS:

Whereas, prior to FY2013, the City of McMinnville (City) performed all residential street sweeping in-house, but due to repair costs on the City's aging sweeper, the City determined that contracting with a vendor for such services was a more viable option; and

Whereas, in January 2014, Water Truck Services (WTS) began sweeping residential streets, bike lanes, highways, and Park parking lots in McMinnville. This contract was renewed through FY2020. In May 2017, WTS began doing business as NRC; and

Whereas, in October 2019 NRC informed the City that it would be terminating all street sweeping operations as of November 15, 2019; and

Whereas, the City has not entered into a long-term contract for street sweeping services since NRC terminated its street sweeping operations; and

Whereas, Green Sweep Asphalt Service, LLC (Green Sweep) contracts with several cities in Oregon to provide street sweeping services and the City of McMinnville has had an informal agreement with Green Sweep to provide street sweeping services; and

Whereas, the City of Tigard undertook a formal procurement process for street sweeping services that included the requisite requirements for a cooperative procurement agreement; and

Whereas, Tigard's procurement meets the requirements of ORS 279A.215 and related Oregon Administrative Rules so that the City may enter into a goods and services contract with Green Sweep under the same terms and conditions as Tigard's contract.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:

1. The City Manager is hereby authorized and directed to execute a Goods and Services Contract with Green Sweep Asphalt Service, LLC, in substantially similar form to Exhibit 1 attached hereto and incorporated by reference herein, for a total amount not to exceed \$240,000 for fiscal year 2022.
2. This resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12th day of October, 2021 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Chenoweth

Nays: _____

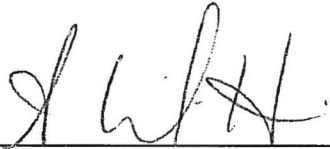
Approved this 12th day of October 2021.



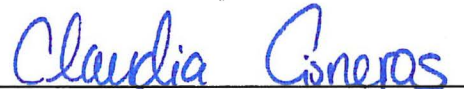
MAYOR

Approved as to form:

Attest:



City Attorney



City Recorder

Exhibits:

- Exhibit 1: Goods and Services Contract - Street Sweeping Services

CITY OF McMinnville
GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for Street Sweeping Services Project (“Project”) is made and entered into on this _____ day of _____ 2021 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Green Sweep Asphalt Service, LLC**, a(n) 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; and

WHEREAS, procurement is authorized pursuant to ORS 279A.215 and related Oregon Administrative Rules through the City of Tigard’s cooperative procurement process for street sweeping services (“Tigard Contract”).

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

AGREEMENT

Section 1. Contract Documents and Scope of Work

1.1. Tigard Contract. The terms and conditions of the City of Tigard’s Agreement for Services Related to Street Sweeping Services dated June 18, 2020, as amended (“Tigard Contract”), are hereby incorporated as part of this Contract. Any references in the Tigard Contract to the City of Tigard hereby refer to the City of McMinnville for purposes of this Contract.

1.2. Scope of Work. Contractor will perform the street sweeping services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

Section 2. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing,

by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor unit pricing as set forth 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.

3.2. 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.

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 2021-22. 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.

Section 5. Project Managers

The City’s Project Manager is Dale Marshall. Contractor’s Project Manager is Jennifer Akerill.

Section 6. 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 McMinnville
Attn: Dale Marshall, Street Maintenance Supervisor
230 NE Second Street
McMinnville, OR 97128

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

Section 7. Miscellaneous Provisions

7.1. 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 documents, the provisions of this Contract shall control.

7.2. 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.

7.3. 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.

7.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the McMinnville 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 this Contract.

7.5. 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.

7.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court.

7.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on

any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

7.8. 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.

7.9. 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.

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

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

7.12. 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.

7.13. 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.

7.14. 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.

7.15. 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."

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. 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:

CITY:

GREEN SWEEP ASPHALT SERVICE, LLC

CITY OF MCMINNVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of McMinnville, Oregon

EXHIBIT A

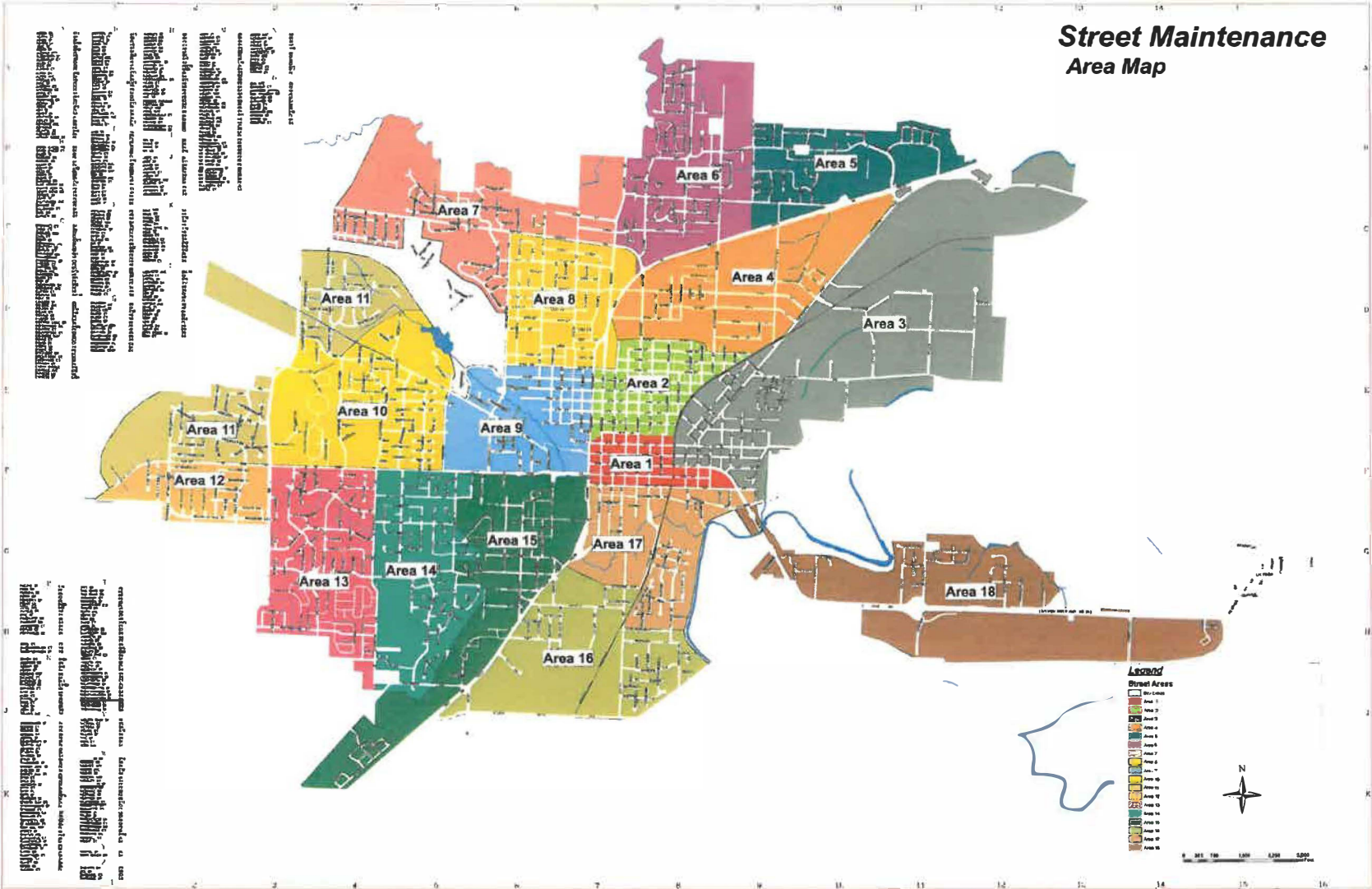
Street Sweeping Routes/Schedule Information

The Street Maintenance Department has broken the city into 18 service areas plus the state highways. These service areas were originally based off when we were performing street sweeping in house. For street sweeping purposes bike lanes have been taken out of the areas and done more frequently. Area 1 (Downtown) is swept on a separate contract and is not part of this proposal.

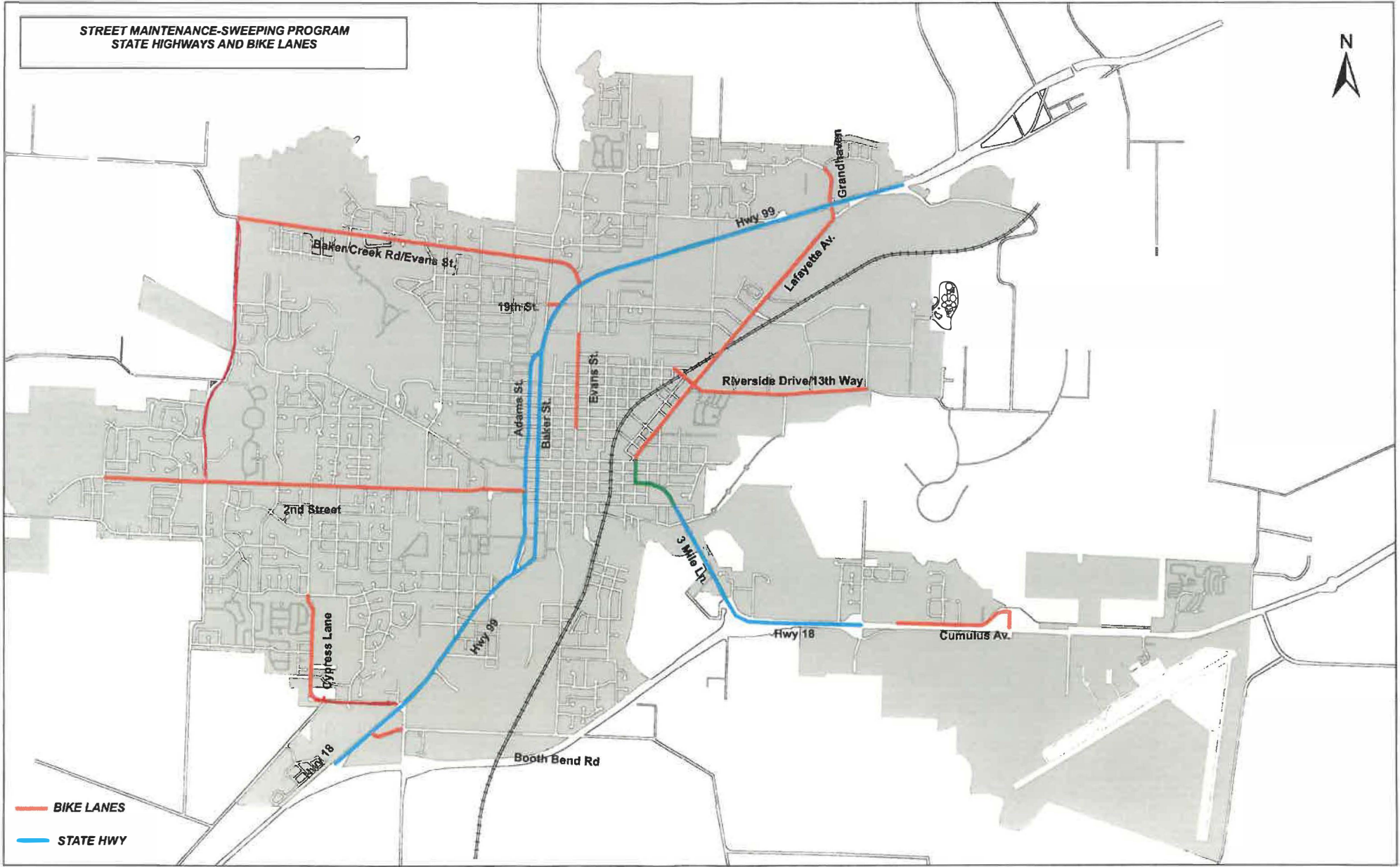
Each service area is swept 7 times per year between January and October, roughly every 6 weeks. Highways and bike lanes are swept monthly (12 times per year). From mid-October through December sweeping is done in conjunction with the city's leaf pick up program. The leaf pick-up program divides the city into 3 sections, northwest, southwest and east and leaves are picked up 4 times in each section. Our goal is to sweep each section 3 times during leaf season, with a limit of 400 hours total during this time.

Attached is a map of the street maintenance service areas and the 2021 residential sweeping schedule.

Street Maintenance Area Map



**STREET MAINTENANCE-SWEEPING PROGRAM
STATE HIGHWAYS AND BIKE LANES**



2021		SWEEPING AREA																			
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Highway		
Garbage Day		Mon	M/Tu	Tue	Thu	Thu	Thu	Tue	M/Tu	M/W	W/TH	Wed	Wed	Tu/W	Fri	Fri	Tu/F	M/Tu			
DATE	January	12		11	4	6	18	13	20	19	25	26				27	28		7	15	
	February	16	10	22	9	14	23	24	26				2	1	8			17	4	12	
	March	30	25	29	22	23		8		2	1	8	16	15	17	9	10	24	4	12	
	April		29				5		7	6	12	13	27	19	21	20	26	28	9	15	
	May	5		10	3	4	11	17	19	20	18	24				25	26		7	13	
	June	17	16	21	14	15	22	23	30	29	28		1	7	8			2	4	10	
	July	20	29	28	19	27		26				12	13	15	14	6	7	21	2	9	
	August		26		30	31	3		11	10	2	9	23	16	15	17	18	25	5	13	
	September	7		8			14	13	15	16	20	21	28			22	27	29	2	10	
	October		6												4	5				1	8
	November	LEAF PROGRAM - SWEEPING COORDINATED WITH LEAF PICK UP SCHEDULE																	5	12	
	December	LEAF PROGRAM - SWEEPING COORDINATED WITH LEAF PICK UP SCHEDULE																	3	10	

SWEEPING PROGRAM INFORMATION

- Please check maps below to find area in which you live. Chart above shows when area will be swept.
- Area 1 (Downtown) - Swept weekly on Wednesday nights
- If a scheduled sweep falls on a holiday or weather conditions prevent sweeping we will sweep on the next available work day
- To help ensure street sweepers are able to do a thorough job, please help us by moving vehicles, boats, campers, garbage cans, recycle containers and other objects into your driveway when your section is due to be swept.
- Obstacles like shopping carts, landscape materials and basketball hoops that protrude past the curb also keep us from cleaning thoroughly.
- Please keep street trees, hedges and vegetation trimmed to 13 feet above the street surface or behind the curb, so the street sweeper can fit under or around them.
- If you have any questions about this schedule or street sweeping operations in general, please call McMinnville Public Works at 503-434-7316.

EXHIBIT B

Estimated Cost - Residential Sweeping

Service Area	Mileage per		Total Miles Swept	Estimated MPH	Estimated Hours	Cost per		Total Cost	
	sweep	Frequency				Hour	Hour		
Area 2	13.91	7	97.4	1.6	60.87	\$ 125.00	\$	7,608.81	
Area 3	12.42	7	86.9	1.6	54.32	\$ 125.00	\$	6,789.54	
Area 4	9.72	7	68.1	1.6	42.54	\$ 125.00	\$	5,316.91	
Area 5	9.42	7	65.9	1.6	41.20	\$ 125.00	\$	5,149.95	
Area 6	15.92	7	111.5	1.6	69.67	\$ 125.00	\$	8,708.36	
Area 7	12.40	7	86.8	1.6	54.26	\$ 125.00	\$	6,782.49	
Area 8	16.75	7	117.3	1.6	73.30	\$ 125.00	\$	9,162.02	
Area 9	9.80	7	68.6	1.6	42.87	\$ 125.00	\$	5,358.96	
Area 10	13.82	7	96.7	1.6	60.46	\$ 125.00	\$	7,558.06	
Area 11	10.45	7	73.2	1.6	45.73	\$ 125.00	\$	5,716.09	
Area 12	9.27	7	64.9	1.6	40.55	\$ 125.00	\$	5,068.54	
Area 13	13.60	7	95.2	1.6	59.52	\$ 125.00	\$	7,439.99	
Area 14	13.13	7	91.9	1.6	57.45	\$ 125.00	\$	7,181.67	
Area 15	10.05	7	70.4	1.6	43.98	\$ 125.00	\$	5,496.92	
Area 16	11.35	7	79.4	1.6	49.65	\$ 125.00	\$	6,206.62	
Area 17	10.27	7	71.9	1.6	44.91	\$ 125.00	\$	5,613.75	
Area 18	11.15	7	78.1	1.6	48.79	\$ 125.00	\$	6,098.48	
Total Cost - Residential Street Sweeping							\$	\$	111,257.16

Highways	18.51	12	222.12	1.3	170.86154	\$ 125.00	\$	21,357.69
Bike Lanes	20.55	12	246.6	1.6	154.125	\$ 125.00	\$	19,265.63

Estimated Cost - Leaf Pick up Program

Service Area	Mileage per		Total Miles Swept	Estimated MPH	Estimated Hours	Cost per		Total Cost	
	sweep	Frequency				Hour	Hour		
Area 2	13.91	3	41.7	1.5	27.83	\$ 125.00	\$	3,478.31	
Area 3	12.42	3	37.2	1.5	24.83	\$ 125.00	\$	3,103.79	
Area 4	9.72	3	29.2	1.5	19.44	\$ 125.00	\$	2,430.59	
Area 5	9.42	3	28.3	1.5	18.83	\$ 125.00	\$	2,354.26	
Area 6	15.92	3	47.8	1.5	31.85	\$ 125.00	\$	3,980.97	
Area 7	12.40	3	37.2	1.5	24.80	\$ 125.00	\$	3,100.57	
Area 8	16.75	3	50.3	1.5	33.51	\$ 125.00	\$	4,188.35	
Area 9	9.80	3	29.4	1.5	19.60	\$ 125.00	\$	2,449.81	
Area 10	13.82	3	41.5	1.5	27.64	\$ 125.00	\$	3,455.11	
Area 11	10.45	3	31.4	1.5	20.90	\$ 125.00	\$	2,613.07	
Area 12	9.27	3	27.8	1.5	18.54	\$ 125.00	\$	2,317.05	
Area 13	13.60	3	40.8	1.5	27.21	\$ 125.00	\$	3,401.14	
Area 14	13.13	3	39.4	1.5	26.26	\$ 125.00	\$	3,283.05	
Area 15	10.05	3	30.2	1.5	20.10	\$ 125.00	\$	2,512.88	
Area 16	11.35	3	34.0	1.5	22.70	\$ 125.00	\$	2,837.31	
Area 17	10.27	3	30.8	1.5	20.53	\$ 125.00	\$	2,566.29	
Area 18	11.15	3	33.5	1.5	22.30	\$ 125.00	\$	2,787.88	
Total Cost - Leaf Pick up Program Sweeping							\$	\$	50,860.42

Debris Disposal Costs

	Landfill Trips	Quantity per Unit	Total Quantity	Cost per Unit	Total Cost
Green Sweep Hauling (per hour)	40	3.6	144	\$ 115.00	\$ 16,560.00
Coffin Butte Disposal Fee (per ton)	40	10.25	410	\$ 45.00	\$ 18,450.00
Coffin Butte Environmental Fee (per trip)	40	1	40	\$ 18.00	\$ 720.00
Coffin Butte Administration Fee (per month)	12	1	12	\$ 5.25	\$ 63.00
Total Disposal Cost					\$ 35,793.00

Estimated Cost - Residential Sweeping	\$ 111,257.16
Estimated Cost - Highway Sweeping	\$ 21,357.69
Estimated Cost - Bike Lanes Sweeping	\$ 19,265.63
Estimated Cost - Leaf Pick up Program Sweeping	\$ 50,860.42
Estimated Cost - Debris Disposal	\$ 35,793.00
Estimated Sweeping and Disposal Cost	\$ 238,533.90