

# **City of Keizer, Oregon Request for Proposals for Street Sweeping Services**

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## **Overview**

The City of Keizer is requesting competitive sealed proposals from qualified street sweeping firms to provide city street sweeping services for the City of Keizer, Oregon. The City is seeking a street sweeping firm, which can perform all of the duties as described throughout this Request for Proposals (RFP) and will report to the Public Works Department. These duties include sweeping all curbed streets and identified bike paths once a month throughout the City. The successful firm will work under the direction of the Director of Public Works or designee.

As a result of this RFP, the City will select a street sweeping company with whom the City will enter into a street sweeping services contract. The City will consider a street sweeping services contract of approximately three (3) years with an option to renew the contract for two additional two (2) year terms upon mutual consent of both parties. The initial contract period is anticipated to start August 1, 2025 and run through July 31, 2028. The City reserves the right to conduct periodic reviews of these services. At the conclusion of each contract period, the street sweeping company's performance will be formally evaluated. The City retains the option to renew the contract for two additional two (2) year terms upon review of fees, performance and services. The street sweeping company may submit revised prices for consideration at the time of renewal. The City retains the option to use alternative service methods and service providers when the City deems it appropriate.

## **About the City of Keizer**

Keizer was established in 1982 and currently has a population of 38,564. The City is bordered on the western edge by the Willamette River, southern edge by the city of Salem, eastern edge by Interstate 5, and the northern edge by rural portions of Marion County. Keizer is approximately 35 miles south of Portland.

The City of Keizer operates under a Council-Manager form of government. The City Council consists of a Mayor and six Councilors. The Mayor's term runs two years and the Councilors serve four-year staggered terms. The City Manager is the administrative head of city government and is appointed by the City Council.

## **General Information**

The contractor selected will meet all minimum requirements of this RFP.

The City has approximately 112 miles of roadway to be swept, equaling approximately 205 curb miles and 35 miles of non-curbed bike paths and center turn lanes. A map identifying streets to be swept is available by contacting the Public Works Director at 503-856-3555.

Leaf pick up is an integral part of this contract, and the cost thereof is to be included in the price bid per curb mile.

Contractor may request annually fuel cost surcharges which may be granted by the City in its sole discretion.

Contractor may request annually dumping fee cost increases which may be granted by the City in its sole discretion.

The term debris shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. It also will include large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.

The term street means generally the paved area between the normal curb lines of a roadway and will generally include paved bike paths between normal curb lines on Collector and Arterial designated streets. Bike paths on designated Collectors and Arterial streets without curb lines will be part of the street.

The successful contractor must be able to provide insurance documents upon execution of the contract. The insurance amounts are set forth herein. The amounts are \$2,000,000 for property damage and \$2,000,000 per person for bodily injury and no less than \$4,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$2,000,000. Successful bidder must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, its officers, agents, contractors, and employees as an Additional Insured. Successful contractor must keep the insurance policies effective throughout the entire term of the contract. Successful contractor must provide a copy of your workers compensation insurance coverage in an amount required by state law.

## Time Line

◆ Issue Request for Proposals	May 2, 2025
◆ Final Date to Request Changes to RFP	May 9, 2025
◆ Final Date to Issue Addendum	May 16, 2025
◆ Receive Proposals no later than 2:00 pm	May 22, 2025
◆ Final Date to Submit Protest of Award	June 20, 2025
◆ Complete Contract Process with Successful Firm	July 1, 2025
◆ Present Contract to Council for approval	July 7, 2025

## Scope of Services

The contractor will clean all the streets designated by the City.

The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in which the sweeping area will be completed. A sample of sweeping days is currently on the City's Web Site. <https://www.keizer.org/street-sweeping>

The contractor will sweep each designated street twelve (12) times per year at the times designated by the City. River Road, Chemawa Road, Cherry Ave, Lockhaven Drive Keizer Station Blvd, Wheatland Road and Dearborn NE will be swept 24 times per year.

Sweeping will not be done after 6 pm or before 8 am in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the City

contract administrator prior to change. Sweeping will avoid garbage pick-up days along designated streets by working with our haulers, Loren's Sanitation & Recycling and Valley Recycling & Disposal.

The contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at designated locations.

The contractor will dump at a certified landfill site approved by the City. All materials collected and dumped need to be reported to the City in cubic yards quarterly, with the year end report due June 30.

The contractor may be required to sweep certain areas at times other than stated above. Contractor and City agree that the contractor will perform this additional street cleaning as requested by the City from time to time under the same conditions and at the rate per curb mile as established under the terms of this contract for street cleaning of one curb mile or greater, or at an hourly rate for additional street cleaning of one curb mile or greater, or at an hourly rate for additional street cleaning of less than one curb mile.

The contractor may be called in and must be available for after normal business hours to assist City staff in street cleanup.

All streets shall be swept with the normal flow of traffic.

## **Equipment Specifications**

The contractor must have proof of ownership, or a signed lease for the duration of the contract, of at least one motorized machine suitable for meeting the requirements of this contract. A list of machines must be enclosed with the contractor's proposal. The list should include evidence of available equipment to handle leaf pick up.

Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition.

Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.

Machines must be in good working condition and kept that way throughout the life of the contract.

Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.

Equipment must conform to all federal, state, and local safety regulations.

Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the regenerative air sweeping type, with final emissions meeting all applicable state and federal environmental regulations.

## **Environmental Specifications**

Regular maintenance records for equipment shall be supplied to the City upon request.

Equipment shall be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.

Equipment failure involving fluid leaks or other spills on public streets shall be reported to the City within 1 hour of the identified incident. Report spills or witness of spills to the

City's Environmental & Technical Division staff at 503-856-3447 or <https://www.keizer.org/reportpollution>.

All equipment shall carry City approved spill abatement materials such as oil absorbent pads.

## **Changes to the Solicitation by City Addenda**

The City of Keizer reserves the right to make changes to the RFP by written addendum, which shall be posted on the City of Keizer website. A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth herein. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Keizer no later than the date set in the RFP Time Line.

The City of Keizer will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Public Works Director's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Keizer managers, employees, or agents to the prospective Proposers shall not bind the City of Keizer.

1. All addenda, clarification, and interpretations will be posted on the City of Keizer's website at: [www.keizer.org](http://www.keizer.org).
2. No addenda will be issued later than the date set in the RFP Time Line, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.
3. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the Proposal submitted.

## **Content of Responses**

Responses to this Request for Proposals must be complete, timely, and submitted in conformance with the RFP specifications, including addressing all items listed below.

1. Describe your firm's background and history, including the number of years in business and the scope of service currently provided to clients. Include a statement describing why your firm is qualified to perform the work outlined in this RFP and detailing the proposed approach to performing this work.
2. Describe the workload capacity of your firm and the types of work, which the firm would be able to handle. Include any limitations you would foresee in your firm's ability to handle certain types of work, or work capacity limitations.

3. Describe your firm's staff and resource capacity to respond to time-sensitive or short notice requests.
4. Provide a minimum of three (3) client references, at least one (1) of which must be from the public sector and one (1) must be peer references on behalf of your firm of a positive professional reputation.
5. Provide cost of curb mile and hourly services.
6. Provide the list of equipment as specified in the Equipment Specification section above.
7. Provide your firm's incident or spill response plan.
8. Provide any other information that you believe is important or relevant to this RFP.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

## **Investigations**

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any contractor or individual under consideration for a contract resulting in successfully completing the RFP process. Said investigations may include, but are not limited to, credit reports, submission of audited financial statements, and communication with clients, as appropriate, relating to the ability of your firm to successfully perform the duties and responsibilities of street sweeping services.

## **Evaluation of Requests for Proposals & Selection**

The City reserves the right to cancel the procurement or, to accept or reject any or all submissions, and to waive minor irregularities in any proposal. In connection with the evaluation, the City may, at its option, invite one or more applicants to make an oral presentation to the selection committee at time and location to be announced, and may require the submission of supplemental material intended to substantiate or clarify information previously submitted. Upon completion of the evaluations of submitted RFP's or interviews of potential contractors the City reserves the right to select the best firm in its sole discretion to perform street sweeping services.

A selection committee consisting of the Public Works Director, the Street/Stormwater Supervisor, and the Environmental Program Coordinator will evaluate Request for Proposal submissions on the following criteria (not in ranked order). The City reserves the right to change the make-up of the committee depending on the availability of the proposed members.

1. Meets all qualifications and requirements identified in this RFP.
2. Includes complete and clear responses to items in the **Content of Responses** section.
3. Adequate facilities, available support staff and range of services offered by the firm.
4. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
5. The applicant's ability to work cooperatively with the City Council, City Manager, City employees, boards and commissions, and members of the business community and general public as demonstrated by positive current client references.
6. Cost of curb mile and hourly services submitted in the RFP. (Though cost of service is important to the City Council and City Manager, it is not, necessarily the most critical factor in evaluating a firm's RFP submittal).
7. Equipment age and maintenance records of the equipment proposed to be used on City streets.
8. Adequate incident or spill response plan.
9. Supplemental information submitted by the applicant.

### **Submittal Deadline**

One (1) original and three (3) copies of the submission, clearly marked "Competitive Sealed Proposal to Provide City Street Sweeping Service", must be received by **2:00 p.m., May 22, 2025. Submissions received after that date and time will not be accepted or considered. Faxes or Electronic submittals will not be accepted.**

#### **Hand Deliver to:**

Tammie Harms  
Legal Assistant  
City of Keizer  
930 Chemawa Road, NE  
Keizer, OR 97303

#### **Mail to:**

Tammie Harms  
Legal Assistant  
City of Keizer  
PO Box 21000  
Keizer, OR 97307-1000

The City of Keizer shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to this RFP.

### **Late Proposals, Late Withdrawals and Late Modifications**

Proposals must be submitted by the time designated in the RFP Time Line at the City Hall Information counter and marked received by City staff indicating the time and date as shown on the City Bid Clock at the Information counter. Any Proposals submitted after

the designated closing time or to any other location will be considered late and determined nonresponsive and will not be opened or returned. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after the closing date and time is late. The City shall not consider late proposals, late requests for modifications, or late withdrawals.

Delays due to mail and/or delivery handling, including, but not limited to delays within the City of Keizer's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

## **City to Request Clarification, Additional Research, and Revisions**

1. The City of Keizer reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

2. The City of Keizer may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Keizer need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

3. The City of Keizer may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Keizer, become part of the public records and may be disclosed accordingly.

4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.

5. The City of Keizer reserves the right to request revisions of Proposals after the submission of Proposals and before award.

6. The City of Keizer reserves the right to negotiate revisions to the final Contract, as well as price, with the successful Proposer.

7. The City of Keizer reserves the right to request revisions of Proposals after the submission of Proposals and before award for the purpose of obtaining best offers or best and final offers.

## **Rejection of Proposals**

The City of Keizer reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.

2. Failure of the Proposer to submit a Proposal in the format specified herein.

3. Failure of the Proposer to submit a Proposal within the time requirements established herein.

4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City of Keizer may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding of the City of Keizer that it is in the public interest to do so.

## **Protest of Award**

A Proposer may protest the award of a contract or the intent to award such a contract, which occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower Proposals or higher ranked Proposals are nonresponsive; (3) The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in this solicitation document; (4) The City has abused its discretion in rejecting the Protestor's Proposal as nonresponsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

The Proposer must deliver the written protest to the City Manager within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Proposer's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410(2). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

## **Miscellaneous**

The City reserves the right to award the contract to the next successful proposer, if the successful proposer does not execute a contract within ten (10) days after City requests successful proposer to sign the Contract.

Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to enter into a Street Sweeping Contract.

The Street Sweeping Contract resulting from acceptance of a proposal by Keizer shall be in substantially the same form of the Street Sweeping Contract attached as Exhibit "A" and by this reference incorporated herein.

The City of Keizer reserves the right to reject any proposal that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office or City Council.

The City of Keizer reserves the right to request clarification of information submitted, and to request additional information from any proposer.



The project shall be performed in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, OSHA, and EEO requirements.

Questions regarding responses to this RFP or requests for general information regarding the City of Keizer should be directed to Bill Lawyer, Public Works Director, City of Keizer, at (503) 856-3555. Any communications will be considered unofficial and non-binding on the City. Only formal amendments to this RFP or the contract signed by both parties shall be binding.

## STREET SWEEPING CONTRACT

### PARTIES:

CITY OF KEIZER, an Oregon  
municipal corporation

(hereinafter "City")

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

#### A. DEFINITIONS AND GENERAL INFORMATION

1. The City of Keizer, hereinafter referred to as the "City", desires to contract a professional street cleaning service for the period beginning August 1, 2025 and ending July 31, 2028, subject to the optional extension as provided herein. The City and Contractor may extend the Contract for two additional two (2) year terms upon mutual consent of the parties.
2. The City has approximately 112 miles of roadway to be swept, equaling approximately 205 curb miles and 35 miles of non-curbed bike paths and center turn lanes, in accordance with the attached map. Leaf pick up is an integral part of this Contract, and the cost thereof is to be included in the contract price.
3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. "Debris" also includes large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.
4. The term street shall mean the paved area between the normal curb line of a roadway whether or not an actual curb line exists on it. It shall not include any ways that would cause damage to the equipment used. It does include bikeways adjacent to the roadway.

B. SCOPE OF WORK

1. The Contractor will clean all the streets designated by the City on the attached map. The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in which the sweeping area will be completed. Additional streets to be cleaned may be added by the City from time to time.
2. The Contractor will sweep each designated street twelve (12) times per year at the times designated by the City. However, River Road, Chemawa Road, Cherry Avenue, Keizer Station Blvd, Wheatland Road, Dearborn NE, and Lockhaven Drive will be swept twenty-four (24) times per year at the times designated by the City.
3. Sweeping will not be done after 6:00 p.m. or before 8:00 a.m. in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the City Public Works Director prior to change. Contractor may be called in and must be available at unscheduled times for street clean-up. Sweeping will avoid garbage pick-up days along designated streets by working with City's haulers, Loren's Sanitation & Recycling and Valley Recycling & Disposal.
4. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at a designated location.
5. The Contractor will dump at a certified landfill site approved by the City; however the City shall not provide or maintain such sites. All materials collected and dumped need to be reported to the City in cubic yards quarterly, with the year end report due June 30.
6. The City shall pay Contractor \$\_\_\_\_\_ per swept mile including disposal and \$\_\_\_\_\_ per hour including the cost of disposal for special sweepings, payable on a monthly basis. The Contractor may request an increase in the per swept mile charge and special sweeping charge at the time of renewal. Granting of such request is voluntary and solely within City's discretion.
7. The Contractor may be required to sweep additional areas other than as set forth on the attached map. Such additional areas shall be charged at \$\_\_\_\_\_ per curb mile for one curb mile or

greater, or at an hourly rate of \$\_\_\_\_\_ for additional street cleaning of less than curb mile.

8. All streets shall be swept with the normal flow of traffic.

#### C. EQUIPMENT SPECIFICATIONS

1. The Contractor must have proof of ownership, or a signed lease for at least the duration of the Contract, of a regenerative air sweeper suitable for meeting the requirements of this Contract. The Contractor should include evidence of available equipment to handle leaf pick up.

2. Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition.

3. Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.

4. Machines must be in good working condition and kept that way throughout the life of the Contract.

5. Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.

6. Equipment must conform to all federal, state, and local safety regulations.

7. Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the air regenerative sweeping type and have final emissions meeting all applicable state and federal environmental regulations.

#### D. ENVIRONMENTAL SPECIFICATIONS

1. The Contractor shall supply upon request to City regular maintenance records for all equipment.

2. Equipment must be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.

3. The Contractor must report equipment failure involving fluid leaks or other spills on public streets to the City within one hour of the identified incident. Report spills or witness of spills to the City's Environmental & Technical Division staff at 503-856-3447 or <https://www.keizer.org/reportpollution>.
4. All equipment must carry City approved spill abatement materials such as oil absorbent pads.
5. All spills or incidents must be handled in compliance with Contractor's incident/spill response plan.

#### E. WORKMANSHIP

The Contractor shall, at all times, endeavor to use good sweeping practices and will be responsible to make adjustments to the equipment as directed by the inspector. Good sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter line and touching the curb.
2. Set main broom in level position to assure adequate debris pick up.
3. Replace gutter broom if excessively worn or if sections of the broom are gone.
4. Adjust spray nozzles to keep dust caused by sweeping to a minimum.
5. Center guides and main broom guides shall be properly maintained and adjusted.
6. Sweep entire radius on all designated routes, unless it is impossible or impractical to do so due to the size or configuration of the street.
7. No collected debris shall be left on the street right of way at any time, except during heavy leaf times, and this shall be limited to collection sites specified by the City.

8. Specified collection sites shall be cleaned thoroughly by the end of the sweeping day.
9. Operate sweeper as close to parked cars and other obstacles as safety allows.
10. Use common sense and good judgment at all times.
11. Operate sweeper at a minimum rate of speed to assure maximum debris pick up is attained on each street swept.

F. TECHNICAL REQUIREMENTS

1. The Contractor shall furnish to the City a written schedule for sweeping services on all streets within the City to be swept. Such schedule shall be approved by the Public Works Director or designee. Contractor shall substantially comply with the approved schedule.
2. The Contractor is reminded that he or she is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractors will be expected to cooperate with the City and its citizens in carrying out the basic task of removing debris from the City streets.
3. The Contractor shall exercise all reasonable care and diligence in street sweeping. The Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through the sweeping activities. If any debris or refuse is spilled, the Contractor shall immediately clean up such spills.
4. The City shall verbally contact the Contractor to forward any complaints which relate to the Contractor's operations. Upon the receipt of a complaint, the Contractor shall investigate and resolve the complaint with the complainant if possible. The Contractors will then notify the inspector of the action taken on the next scheduled work day.

Should the Contractor not render this service within forty-eight (48) hours, excluding weekends, after a complaint is reported to the Contractor or an authorized representative, the contract administrator may make whatever arrangements are necessary, in

the contract administrator's opinion, to satisfy the valid complaint. For any costs incurred by the City for these arrangements, the Contractor shall be made liable and reimburse the City immediately upon demand. Contractor agrees that City may deduct any unpaid cost incurred by the City from future payments due to Contractor from City.

5. The Contractor may, during periods of heavy leaf fall, establish temporary disposal sites within the working area. The location(s) must be submitted in writing for approval of the contract administrator prior to any dumping at these temporary sites. As a prerequisite for use of these sites, the Contractor shall agree to clean and remove all debris from these sites before the end of each working day.

6. The Contractor shall notify the City twenty-four (24) hours prior to sweeping any area, of the streets to be swept and the approximate time of the sweeping in order to allow the City the opportunity to immediately inspect the suitability of the job. If the job is found to be not acceptable, the City, at its option, may require the Contractor to reclean the job area at the Contractor's expense.

#### G. CITY'S OBLIGATIONS

1. The City will designate a location within the City for filling water spray systems.
2. The City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.
3. The City may provide safety efficiency checks.

#### H. CONTRACTOR'S OBLIGATIONS

1. The Contractor must be able to meet all requirements of this project.
2. The Contractor must comply with the provisions of state and federal requirements, including but not limited to ADA, Civil Rights Act, OSHA, and EEO requirements.
3. The Contractor will provide fuel and maintenance for all vehicles and for equipment. The Contractor may request annually

fuel cost surcharges which may be granted by the City in its sole discretion.

4. The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the City or its designee any problems that occur.

5. The Contractor shall meet the agreed upon dates for sweeping as closely as possible.

6. The Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of the City.

7. The Contractor is responsible for disposing of debris. The Contractor must obtain the City's approval of the Contractor's plan for disposal of debris prior to beginning work under this Contract. The Contractor may request annually dumping fee cost charges which may be granted by the City in its sole discretion.

#### I. BREACH OF CONTRACT

If the Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that the Contractor shall pay to Keizer as damages for its cancellation or breach of this Contract the sum of \$5,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to Keizer caused by the Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to the City for that harm.

#### J. ENFORCEMENT PROVISIONS

In the event that the City is required to employ an attorney to enforce the provisions of this Contract, the Contractor agrees to pay the City's reasonable costs of enforcement, including attorney fees, and if the City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.



#### K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to the City indicating miles swept, time spent on special sweeping and the charges for that service and the special disposal cost, if any. The City shall pay the Contractor within thirty (30) days of accepting the work and receipt of invoice.

#### L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract, as well as the additional insured endorsement. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

CONTRACTOR:

Bill Lawyer  
Public Works Director  
City of Keizer  
930 Chemawa Road NE  
PO Box 21000  
Keizer, OR 97307

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall

constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall defend and indemnify City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, PERS and any other retirement.

S. CONTRACT TERMINATION

1. City may terminate this agreement with thirty (30) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.
2. The City reserves the right to rebid or obtain competitive proposals or quotes on any renewal or extension of this Contract or any additional sweeping requested under this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Adam J. Brown,  
City Manager

By: \_\_\_\_\_

\_\_\_\_\_,  
\_\_\_\_\_

Approved As To Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Attorney