



REQUEST FOR PROPOSALS

Street Sweeping Operations

Proposal Due Date & Time:	June 1, 2026, by 2:00 pm (local time) Late proposals will not be accepted or considered
Submit Proposals Via BidLocker:	https://bidlocker.us/a/tualatinoregon Submissions by any other method will not be accepted
Direct Questions To:	Richard Contreras Procurement & Contracts Administrator Email: rcontreras@tualatin.gov Phone: (503) 691-3080
Pre-Qualification:	☐ Required ☒ Not Required

City of Tualatin
Street Sweeping Operations
Proposals due June 1, 2026
REQUEST FOR PROPOSALS

The City of Tualatin is requesting proposals from qualified Contractors, hereafter referred to as “Contractor,” for providing street sweeping services under a multi-year contract. The City has approximately 164 curb miles of roads and streets swept on a regular monthly schedule. The street sweeping services will be performed within the City limits.

A successful Contractor will be selected based upon the following criteria:

- 1) Qualifications to perform the scope of services;
- 2) Prior work experience performing the scope of services;
- 3) Demonstrated understanding of the scope of services required;
- 4) References from other communities receiving services;
- 5) Fee schedule for providing scope of services; and
- 6) Overall best value to the City.

Submission Date and Method

Each proposer shall submit an electronic copy of their complete proposal via the BidLocker platform at <https://bidlocker.us/a/tualatinoregon> by June 1, 2026, at 2:00 pm (local time).

Proposals received after the specified date and time will not be given consideration. It is the Proposer’s responsibility to ensure that proposals are submitted prior to the stated closing time. No method of delivery other than through the BidLocker platform will be allowed. Proposals may not be submitted via a link to a file-sharing site.

The City of Tualatin is not liable for any cost incurred by Proposers prior to issuance of a Contract.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Tualatin Public Contracting Rules.

The City of Tualatin reserves the right to reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

All solicitation documents may be viewed or printed from the City of Tualatin’s online bid website at <https://bidlocker.us/a/tualatinoregon> after creating an account and logging in. Please contact the Point of Contact with any technical questions regarding the website.

Questions pertaining to this RFP shall be directed to Richard Contreras, Procurement & Contracts Administrator, at (503) 691-3080 or rcontreras@tualatin.gov.

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PART 1

OVERVIEW

This project provides personal services to perform street sweeping services for the City of Tualatin's Public Works Department. The scope of services will include the following:

1. Provide all labor, equipment, materials, supervision, and quality control to perform street sweeping services, including seasonal leaf pickup from City roadways.
2. Perform all work in accordance with applicable federal, state, and local laws, statutes, and ordinances, as well as Clean Water Services regulatory requirements.

Note that the City will be responsible for disposal of all collected sweeping debris and will coordinate with the contractor regarding approved disposal procedures, locations, and delivery requirements.

General Information

The City of Tualatin provides street sweeping services to a community of approximately 27,942 residents (2020 census estimate). The City has approximately 164 curb miles of roads and streets are swept on a regular monthly schedule.

The street sweeping services will be performed on all of the City of Tualatin streets and in City owned parking lots. The funding of these services comes from the City's Road Operating and Stormwater budgets.

Tualatin Street Sweeping Program The City's street sweeping program consists of providing monthly sweeping of all paved City streets and City owned parking lots. The City Street Sweeping program consists of eight (8) zones in the City and sweeping of each zone is performed on a regular monthly schedule. The City's sweeping schedule has been developed to avoid conflicts with the garbage collection schedule and the City requires the schedule to be maintained.

PART 2

SOLICITATION TIMELINE

Publication of Solicitation for Proposals	May 13, 2026
Deadline for Protests of RFP Contents	May 20, 2026
Deadline for Questions / Clarifications	May 25, 2026
Deadline to Submit Proposals	June 1, 2026, at 2:00 pm
Notice of Intent to Award	June 5, 2026 (approximate)
Commencement of Services	July 1, 2026

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT ITS DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES VIA ANNOUNCEMENTS POSTED ON THE CITY'S BIDLOCKER PORTAL.

PART 3

SCOPE OF WORK

The street sweeping services will be provided for the City of Tualatin per the terms and conditions of the attached Personal Services Agreement (Attachment A). The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and shall be effective for one (1) year. The City will also reserve the right to extend the term of the contract for four (4) additional one-year periods, for a total of five (5) years.

In the event that the parties exercise the option for a one-year renewal beyond the initial term, the price escalation for each year shall be determined based on the annual change (of the most recent complete calendar year of data at the time of renewal) of the Consumer Price Index for All Urban Consumers (CPI-U), Pacific Area, not seasonally adjusted, Series ID CUUR0490SA0. By submitting a proposal, Contractor agrees to be bound by the terms of this price increase structure.

Pricing Structure	
1 st Year of Contract	Rate stated in proposal
2 nd Year	Increase equal to CPI-U, Pacific Area, Annual % Change
3 rd Year	Increase equal to CPI-U, Pacific Area, Annual % Change
4 th Year	Increase equal to CPI-U, Pacific Area, Annual % Change
5 th Year	Increase equal to CPI-U, Pacific Area, Annual % Change

The City desires to have a street sweeping contract in place by July 1, 2026. The successful Contractor will be operational at the contract start date. The proposal for providing scope of services for street sweeping shall outline internal controls that will be used by the successful Contractor to ensure work is performed in an efficient, cost effective, reliable, and sustained manner that will satisfy the City and Clean Water Services' current and future storm and surface water management regulatory requirements.

Outline of Tasks

Task 1: Contract Management and Coordination

Contractor shall work with the City to set up street sweeping quality control measures to be utilized by the Contractor to ensure compliance with Contract requirements. The Contractor shall provide a designated contract manager that will provide response to performance, billing, or contract modification issues identified by the City.

Contractor's responsibilities include:

- Contract management
- Sub-Contractor management
- Coordinating and supervising contract work
- Maintaining liaison and coordination with City
- Preparing records of services provided
- Monitoring contract conformance

Monthly progress reports and invoicing for service provided shall be prepared in a manner agreed upon by the City's and Contractor's program managers. The Invoice and report will be due by the first of each month for the preceding month's work.

Monthly invoices must include the following information:

- Hours worked/ billable under the scope of work
- Hours swept (i.e., time spent with broom down)
- Quantity of curb miles swept
- Average speed of sweeper
- Gallons of water used
- Upon request, City may request/require GPS documentation of work completed including routes completed including the equipment used, locations swept, date and time

Contractor may only bill for time spent actively performing authorized sweeping services within the City of Tualatin, including delivery of collected debris to City-designated collection locations. Travel time, mobilization, demobilization, equipment staging, fueling, maintenance, breaks, and other time not spent actively sweeping within the City are not billable.

Invoices for special sweeps, emergency sweeps, and parking lot sweeps must be provided separate from the invoice for regularly scheduled monthly roadway sweeps.

Task 2: Street Sweeping Services

A. Sweeping Operations

- (1) Designation of Streets to be Swept. Scheduled, non-scheduled, additional, and emergency sweeps are identified in the City sweeping schedule. It is required that 164 curb line miles will be swept monthly; this includes bike lanes. All center turn lanes, traffic dividers and cul-de-sac bulbs in entirety will be swept on an as-needed basis, frequency to be determined by the City.
 - a. City owned parking lots are to be swept monthly. A map of all lots can be found in Attachment E.
 - b. City park driveways and parking lots are to be swept as directed by the City.
- (2) New Streets to be Swept. The City may add streets during the term of this agreement for street sweeping services. When new streets are added to be swept under this agreement, the City will first provide a map showing the location of the new streets to be swept and the total lineal feet to be swept.
- (3) Scheduled Street Sweeps. Each street and publicly owned parking lot designated in the City sweeping schedule shall be swept once per month. The Contractor shall maintain a continuous weekly schedule until all streets are swept each month. The schedule may be revised by written request from the City's Street Manager.

- (4) Non-Scheduled Additional Sweeps. The Contractor shall provide non-scheduled sweeping services in addition to scheduled work, if requested by the City. The City will compensate the Contractor for additional sweepings performed under this paragraph at the hourly rate specified in the Personal Services Agreement. A 2-hour minimum payment will apply to all non-scheduled additional sweeps.
- (5) Emergency Additional Sweeps. If an adverse weather condition, traffic hazard or other condition requires an additional emergency sweep, the City will immediately notify the Contractor that an emergency sweep is necessary, and the Contractor shall perform the sweep within 2 hours of notification. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City will compensate the Contractor for sweeps performed under this paragraph at the hourly rate specified in the Personal Services Agreement, with a 2-hour minimum charge. If the Contractor does not or cannot perform emergency sweeps, the City may provide or contract for such emergency sweeps. In this event, the Contractor shall be responsible to reimburse the City for the emergency sweep and shall reimburse the City for all additional costs incurred therein within five (5) business days of the posting date of an itemized invoice sent by the City to the Contractor.
- (6) Performance of Street Sweeps.
- a. The Contractor shall designate a representative to be available to direct all of Contractor's operations under this agreement. The representative shall report any problems to the City's Street Manager. The Contractor shall immediately notify the City in writing of any change in the representative.
 - b. The Contractor shall perform all street sweeping services under this agreement in a timely manner with a high level of workmanship and shall follow the schedule agreed to with the City.
 - c. Contractor's sweepers shall be driven at a speed between 4 and 7 MPH during sweeping operations to ensure all debris is picked up.
 - d. The Contractor will be responsible for sweeping and removal of all debris in the roadway including sticks, rocks, leaves and all other debris left in the street behind the sweeper. The sweeper shall avoid tracking mud during operation.
 - e. The Contractor shall not be required to sweep those portions of streets blocked by parked vehicles.
 - f. All street sweeps shall be performed to comply with the provisions of City Ordinance (Sound Levels and Noise) and all subsequent amendments.
 - g. The Contractor shall be responsible for the seasonal sweeping of leaves in the streets and completion of all leaf pickup in City streets. Although the City prohibits the disposal of leaves in the public right-of-way (<https://www.tualatinoregon.gov/publicworks/leaf-yard-debris-clean>), Contractor shall bear the responsibility of maintaining leaf-free streets. Contractor shall allocate the required resources, equipment, and personnel to effectively collect and remove the leaves in a timely manner. Collected leaves and sweeping debris must be delivered to City-designated drop boxes, trucks, collection bins, or other locations approved by the City. Annual coordination with the City prior to the month(s) with heaviest leaves is required to ensure the most efficient approach to

work is undertaken; contractor may work in conjunction with City staff to plan for leaf pickup and delivery to City-designated collection locations.

- h. Hours of operation on residential and minor collector streets shall be between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Hours of operation on main arterials shall comply with the City of Tualatin Public Works Construction Code section 302.2.00. Hours of Operation in City Parking Lots shall be during non-usage hours, designated by the City. The City reserves the right to modify hours of operation as needed but will make efforts to allow sweeping services to take place during hours to allow for efficient and timely work.
- i. Water Use. The City will provide water at hydrants for all sweeping needs. Contractor will only fill at hydrants that are equipped with a temporary hydrant meter, to be provided and location coordinated with the City. Water will be provided at no cost, The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice.
- j. Contractor will exert reasonable efforts to perform the required services within a range of hours reasonably close to the estimated hours provided in its Price Proposal form. In the event that the City believes that Contractor has not made a good faith effort to bill a reasonable number of hours for the services rendered, Contractor's representative shall arrange a meeting with the City's Street Manager to seek a resolution. If, despite such discussions, a resolution cannot be achieved that results in what the City considers a reasonable number of hours billed for services, the City reserves the right to treat this failure as a default by the Contractor. In such a case, the City may initiate appropriate actions to terminate the contract as outlined in the Personal Services Agreement.
- k. In the event the City determines that a street section has been improperly swept, the City will request by telephone or email, that the area be re-swept. The Contractor shall perform the re-sweep within one (1) day of the request by the City, at no additional compensation. In the event the re-sweep is not performed or is improperly performed as determined by the City, the City at its option, may perform the re-sweep and charge the Contractor for the cost of this service or make a deduction from its compensation to the Contractor for the full amount.

B. Street Sweeping Equipment

- (1) Contractor to Provide Necessary Equipment. The Contractor shall provide all necessary equipment, fuel, spare parts, and maintenance as required for the performance of this agreement.
- (2) Designation of Street Sweeping Equipment. The Contractor shall designate the street sweepers intended for use in the performance of this agreement to ensure availability and ability to complete the scope of work/follow designated schedule. High efficiency and/or regenerative air sweepers are required for use as both the primary and backup sweepers for conformance with the City and Clean Water Services Storm Water Management Program. Mechanical sweepers can be utilized for occasional rock spills, road sand, leaf season, and heavy debris, but should not be considered for use on an all-year or primary basis.
 - i. Street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. If a sweeper

becomes inoperable, a backup sweeper must be immediately available.

- (3) Licensing Required. Street sweeping equipment operated on public streets shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.

(4) Sweeper Capabilities and Requirements.

- i. Wet vacuum type street sweepers shall be equipped with an efficient water spray system capable of controlling dust. The spray system shall be maintained in good operating condition. Dust clouds generated by sweeper operations will not be acceptable.
 - ii. Street sweepers shall have a minimum useable capacity of three (3) cubic yards.
 - iii. Street sweepers shall be self-propelled, equipped with dual gutter brooms and be capable of sweeping a nine (9) foot path.
 - iv. High efficiency vacuum and/or a regenerative air sweeper shall be used for all primary and backup sweepers. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns.
 - v. Sweeper must be equipped with a GPS tracking device and speed-monitoring device that records speed while sweeping (broom activated, pickup head down, blower on, miles swept, and hours swept). Operator supplied data will not be accepted under the terms of this Agreement.
 - vi. The City will provide a truck or drop boxes with a minimum capacity of 10 cubic yards at locations designated by the City. The truck or dump box will be emptied in a timely manner by City personnel so as not to interfere with sweeper production. Debris shall not be dumped on the ground.
 - vii. Leaf Season. During leaf season, to minimize travel time, Contractor shall utilize designated debris drop locations setup throughout the City. The City will coordinate with Contractor to ensure Contractor's equipment is capable of dumping into a drop box or collection bin at these sites.
- (5) Equipment Breakdown. At no time shall the Contractor be unable to perform scheduled sweeps due to the lack of parts or equipment. A backup machine must be available. If equipment failure or breakdown occurs and such failure or breakdown prevents the Contractor from performing scheduled, non-emergency or emergency sweeps over a twenty-four hour period, the City may authorize the performance of such street sweeps as necessary. The Contractor shall reimburse the City for the cost thereof within five (5) business days of the post date of an itemized invoice sent by the City to the Contractor.
- (6) Contractor Responsible for Damages. All damages sustained to street sweeping equipment due to the performance of this agreement shall be the sole responsibility of the Contractor. Damages to private property as a result of sweeper operations shall be the responsibility of the Contractor to repair at their cost. Examples include mailboxes, basketball hoops, and other items located on or near City roadways.

PART 4 PROPOSAL CONTENT

Proposals must contain and include all information and documentation listed below:

- A.** Each proposer shall submit an electronic copy of their complete proposal via the BidLocker platform at <https://bidlocker.us/a/tualatinoregon> by June 1, 2026, at 2:00 pm (local time). The proposal shall not be more than twenty (20) pages single sided, exclusive of the following:
- A one page cover letter stating that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Personal Services Contract (Attachment A). A legal representative of the proposer, authorized to bind the Contractor in contractual matters, must sign the cover letter.
 - Price Proposal Form (Attachment B)

B. Contractor's Qualifications

Provide a written narrative that:

- Describes your firm's background and history, including number of years in business, and the scope of services currently provided to clients;
- Lists the names and titles of the principal individuals in the applicant's organization, including their years of experience, work history, and expected function in this contract;
- Identifies the individual(s) who will be responsible for the routine supervision of this contract, including their years of experience and work history;
- Highlights recent and local similar street sweeping service experience within the last five (5) years. List two (2) projects that demonstrate the qualifications, specialized experience, equipment and technical competence that demonstrate the Contractor's ability to meet the requirements noted in the scope of work. For the projects listed, include contact information for the project owner, and note the contract amount for the work performed;
- Notes any previous, current or pending contract claims against the proposer, or by the proposer against another party; and
- If any sub-Contractors are proposed, provide a list of tasks, the names, responsibilities, and qualifications of those sub-Contractors.

C. Proposed Approach and Schedule

Provide a written narrative that:

- Identifies the firm's planned work plan to accomplish the requirements outlined in the "Scope of Work" section of this RFP (see Part 3);
- Describe Contractor's current work schedule, highlighting how the Contractor will meet the City's required sweeping schedule.
- Describes the firm's staff and resource capacity to respond to emergency or non-scheduled sweeping requests.

D. Proposed Equipment

Provide a written narrative that:

- Lists the equipment that the proposer expects to use on the project to accomplish the proposed work plan and the requirements of the RFP. For each piece of equipment listed,

note the following:

- Make, model, type, year of the equipment;
- Identify which pieces of equipment will be the primarily used to accomplish scheduled work.
- Condition of the equipment, including engine hours or mileage;
- Features of the equipment (e.g. sweeping width, ability to filter particulates, installed safety equipment, GPS and speed-monitoring equipped, etc.);

E. Proposed Cost

- Present an “Hourly Rate” fee proposal and total hours estimated to provide the street sweeping services as defined by the City’s current sweeping schedule.

PART 5 EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. The City will establish a committee (the “Evaluation Committee”) of at least three individuals to review, score, and rank proposals according to the criteria set forth below.

Evaluation Criteria

A. Cover Letter – Pass/Fail

B. Contractor’s Qualifications – 20 points

C. Proposed Approach and Schedule – 15 points

D. Proposed Equipment – 15 points

E. Proposed Cost – 50 points

The Evaluation Committee will rank each Contractor based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible.

PART 6 SELECTION PROCESS

The City will use the following selection process:

- A.** The Evaluation Committee shall rank submitted proposals.
- B.** The Evaluation Committee, after review of the proposals, may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response.
- C.** The Evaluation Committee will engage in negotiations with the highest-ranking proposer, whose objective will be to obtain written agreement on:

- Contractor’s performance obligations and performance schedule
 - Compensation to the Contractor for services outlined in the Scope of Work
 - The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Contractor
- D.** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Evaluation Committee will formally terminate negotiations with that candidate, and begin negotiations with the second highest scoring Contractor.
- E.** The City will give the Notice of Intent to Award.
- F.** The Evaluation Committee will submit its final recommendation to the City Council for formal approval.
- G.** The City Council will award the contract.
- H.** The City and the Contractor will enter into an agreement for the work.

PART 7 OTHER REQUIREMENTS

A. Proposal Acceptance

Proposal will be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting Contractor’s proposal within 60 days from the RFP closing date, then the Contractor may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records

All proposals will become the property of the City and are public records unless otherwise specified. A proposal that contains any information considered a trade secret shall be segregated and clearly identified as such. This information will not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

The City reserves the right to obtain clarification of any point in a Contractor’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Contractor’s proposal.

D. Form of Agreement

A copy of the standard Personal Services Agreement, which the City expects the successful Contractor or individual to execute, is included as “Attachment A.” The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

The City reserves the right:

- To reject any or all proposals not in compliance with all public procedures and requirements;
- To reject any proposal not meeting the specifications set forth herein;
- To waive any or all irregularities in proposals submitted;
- To reject all proposals;
- To cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.
- To award any or all parts of any proposal; and
- To request references and other data to determine responsiveness

F. Protest Process

Any complaints or perceived inequities related to this RFP shall be in writing and directed to Richard Contreras at rcontreras@tualatin.gov. Protests related to the solicitation shall be received no later than seven (7) calendar days after issuance of the RFP.

Protests of the Award must be made within seven (7) calendar days after the City's issuance of an Intent to Award letter.

ATTACHMENT A

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and _____ ("Contractor").

Section 1 - Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; (iii) the attached Scope of Work (Exhibit A); (iv) the invitation to bid/propose; and (v) Contractor's bid/response. To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

Section 2. Work. Contractor shall complete all Work that is generally described in the Scope of Work (Exhibit A). Contractor shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.

Section 3. Effective Date; Term; Renewal.

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates on _____, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond five (5) years.

Section 4. Standard of Care. Contractor shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Contractor is in an industry that requires a license to perform the work, Contractor will perform all work in compliance with applicable licensing standards.

Section 5. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.

- A. Independent Contractor.** Contractor will perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations.
Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.
- D. Anti-Kickback.** Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

Section 6. Subcontracting. Contractor's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.

Section 7. Agreement Price. City agrees to pay Contractor at the hourly rate listed on Exhibit A. Total payment under this contract shall not exceed _____ unless modified by a written amendment. Contractor understands and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

In the event that the parties exercise the option for one-year renewals beyond the initial term, the price escalation for such years shall be determined based on the annual change (of the most recent complete calendar year of data at the time of renewal) of the Consumer Price Index for All Urban Consumers (CPI-U), Pacific Area, not seasonally adjusted, Series ID CUUR0490SA0.

Section 8. Payment Process.

- A. Invoices.** Contractor must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Contractor and the specific Work or portions of the Work performed.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Contractor and itemized on Contractor's invoice for services.
- C. Payment for Services.** City will pay Contractor for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 9. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Contractor or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

- 1. City's Project Manager**
Name, Title, Address, Phone, Email
- 2. Contractor's Project Manager**
Name, Title, Address, Phone, Email

Section 10. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Contractor and cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 11. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 12. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 13. Severability. If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 14. Merger Clause; Waiver. This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

Section 15. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 16. Records Maintenance; Access. Contractor must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

Section 17. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 18. Nondiscrimination; Compliance with Applicable Law. Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

Section 19. Public Contracting Requirements. Contractor must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Contractor's compliance.

Section 20. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 21. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 22. Use of Recycled Products. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 23. Force Majeure. Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively.

Section 24. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 25. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 26. Indemnification. Contractor must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

Section 27. Insurance. Contractor must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis. Contractor must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Contractor to proceed with work; pay an insurance carrier (either Contractor's or a

substitute) the premium amount and withhold the amount from payment to Contractor; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 28. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;
- (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor is entitled to the same remedies as if this Agreement was terminated.

- C. Default by City.** City is in default under this Agreement if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- D. Contractor's Remedies for City's Default.** In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor must pay immediately any excess to City upon written demand provided.

- E. Termination by City.** At its sole discretion, City may terminate this Agreement:

PERSONAL SERVICES AGREEMENT

- (i) For any reason upon thirty (30) days' prior written notice by City to Contractor;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) City may terminate this Agreement immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

H. City's Remedies Cumulative. In the event of termination, in addition to the remedies provided herein, City will have any remedy available to it in law or equity. City will also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

Section 29. Dispute Resolution.

- A. Process.** If Contractor disagrees with a decision of the City under this Agreement, Contractor must provide written notice to the City's Project Manager of Contractor's disagreement, and include all relevant information and exhibits, within thirty (30) days of Contractor's knowledge of the decision to which Contractor disagrees. The City's Project manager will review the information and meet with Contractor to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Contractor are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Contractor's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 30. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 31. Confidentiality and Protection of Personal Information. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Contractor agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish,

PERSONAL SERVICES AGREEMENT

transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

Section 32. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 33. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 34. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED this _____ day of _____ 20_____.

CONTRACTOR

CITY OF TUALATIN

ATTACHMENT B
STREET SWEEPING PRICE PROPOSAL FORM

The following price rates are effective through the terms and conditions outlined in this Agreement.

Description	Price Proposal
Scheduled, non-scheduled and emergency sweeps <i>Price to be inclusive of all sweeping</i>	\$_____ Hourly Rate
Estimated number of hours required to perform one cycle of sweeping all eight (8) sections in an average month depicted on Attachment D	_____ Total Hours

ATTACHMENT C
CITY OF TUALATIN NOISE ORDINANCE

6-14-030 Noise Disturbance Prohibited.

No person shall knowingly create, permit, or assist in the creation or continuance of any noise disturbance. [Ord. 1361-13 §1, 10/14/13]

6-14-040 Specific Noise Disturbances Prohibited.

Except when allowed by a permit issued by the City, the following are noise disturbances per se:

(1) Sound Equipment. It is unlawful to operate or use, or to permit the operation or use, of sound producing, amplifying, or reproducing equipment in such a manner that the sound produced thereby is plainly audible:

(a) Within any noise sensitive property, other than the place where the sound originates; or

(b) On public property or public right-of-way located one hundred fifty feet from the place where the sound originates.

(2) Animals. It is unlawful to keep, or permit the keeping of, any animal that barks, cries, whimpers, crows, clucks, or makes any other sound on a frequent or continuous basis for fifteen minutes or longer and that is plainly audible within a noise sensitive property, other than the place where the sound originates.

(3) Power Equipment. It is unlawful to operate, or to permit the operation of, any power equipment between the hours of 10:00 p.m. and 7:00 a.m.

(4) Dynamic Braking Devices. It is unlawful to use a dynamic braking device on any motor vehicle, except to avoid imminent danger to persons or property.

(5) Idling Engines on Motor Vehicles. It is unlawful to operate an idling engine for more than fifteen consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m.

(6) Motor Vehicle Repair and Testing. It is unlawful to repair or test any motor vehicle between the hours of 10:00 p.m. and 7:00 a.m. in a manner that is plainly audible within a noise sensitive property. [Ord. 1361-13 §1, 10/14/13]

6-14-050 Exceeding Decibel Level.

No person shall knowingly create, permit, or assist in the creation or continuance of any noise from any sound source that exceeds the following decibel levels, measured from the property line of the recipient property:

(1) Where the recipient property is a noise sensitive property:

(a) 50 decibels at any time between 10:00 p.m. and 7:00 a.m. the following day, or

(b) 70 decibels at any time between 7:00 a.m. and 10:00 p.m.

(2) Any other property:

(a) 60 decibels between 10:00 pm. and 7:00 a.m. the following day; or

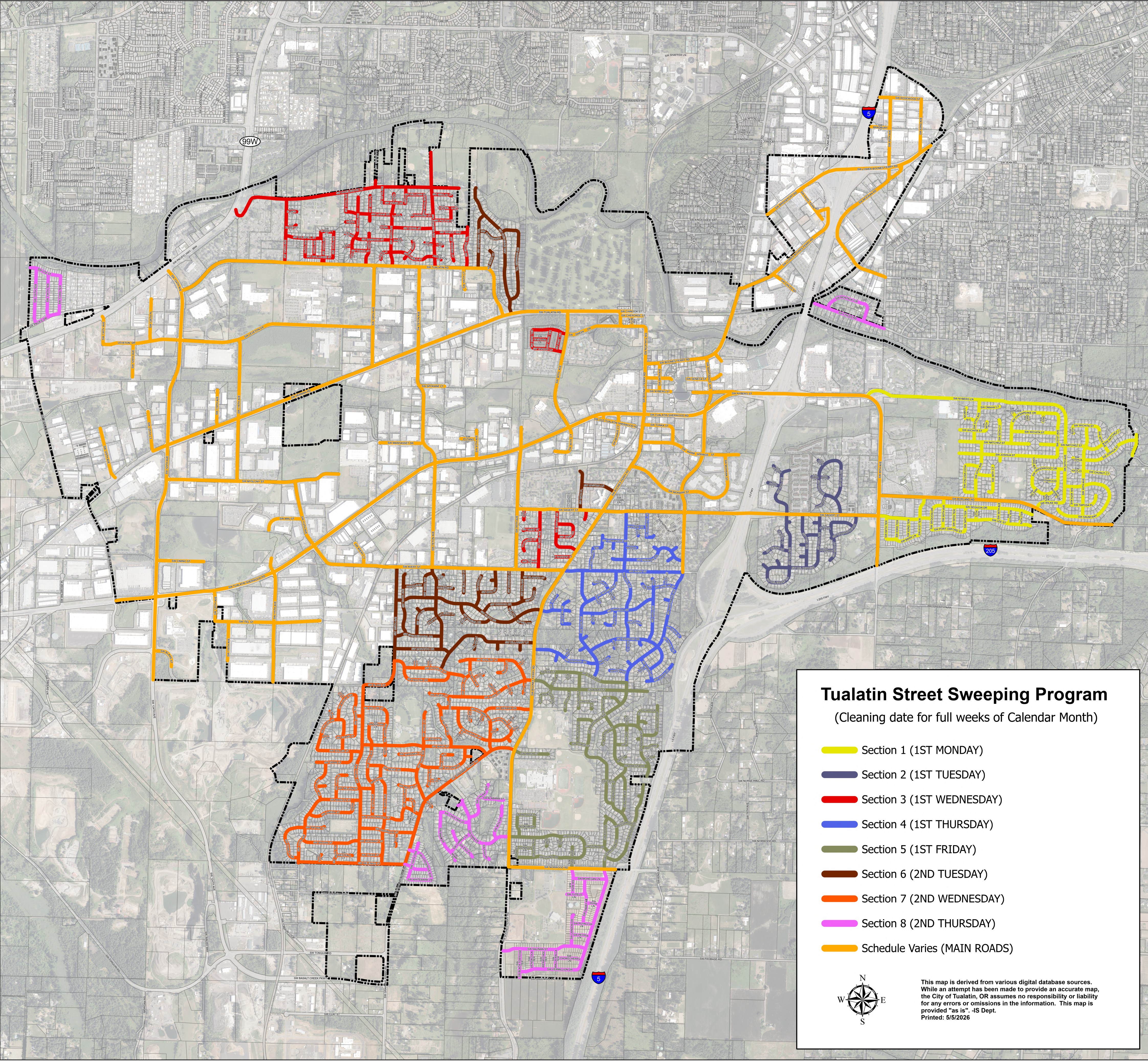
(b) 80 decibels at any time between 7:00 a.m. and 10:00 p.m. [Ord. 1361-13 §1, 10/14/13]

ATTACHMENT D
CITY OF TUALATIN SWEEPING SCHEDULE

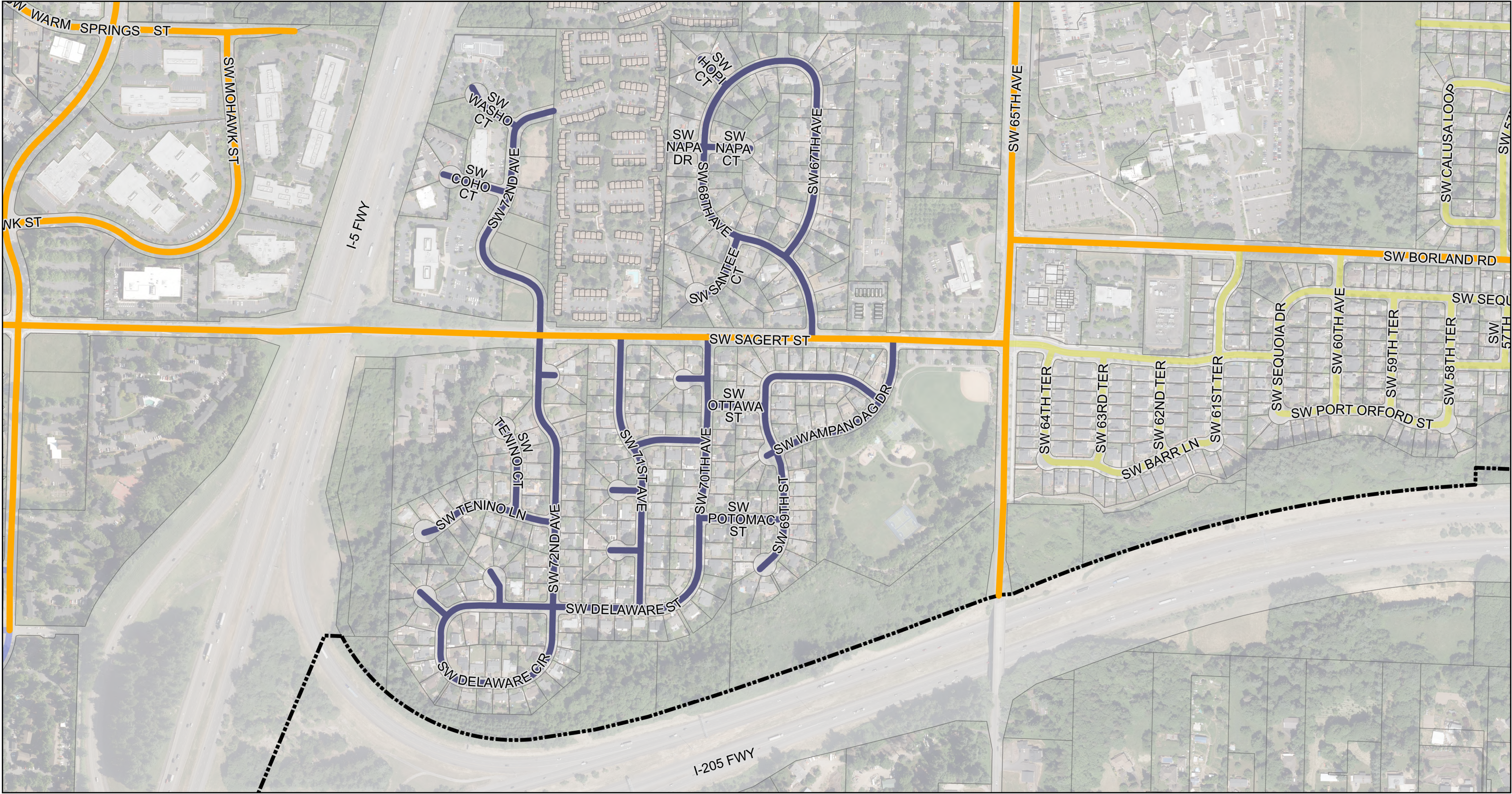
All City streets and City owned parking lots are to be swept on a monthly schedule. All sweeps are scheduled beginning the first full week of each month as follows:

Schedule	Section
1st Monday	Section 1
1st Tuesday	Section 2
1st Wednesday	Section 3
1st Thursday	Section 4
1st Friday	Section 5
2nd Tuesday	Section 6
2nd Wednesday	Section 7
2nd Thursday	Section 8

Tualatin's Street Sweeping Program



Tualatin's Street Sweeping Program - Section 2 (Tuesday of the First Full Week of the Month)

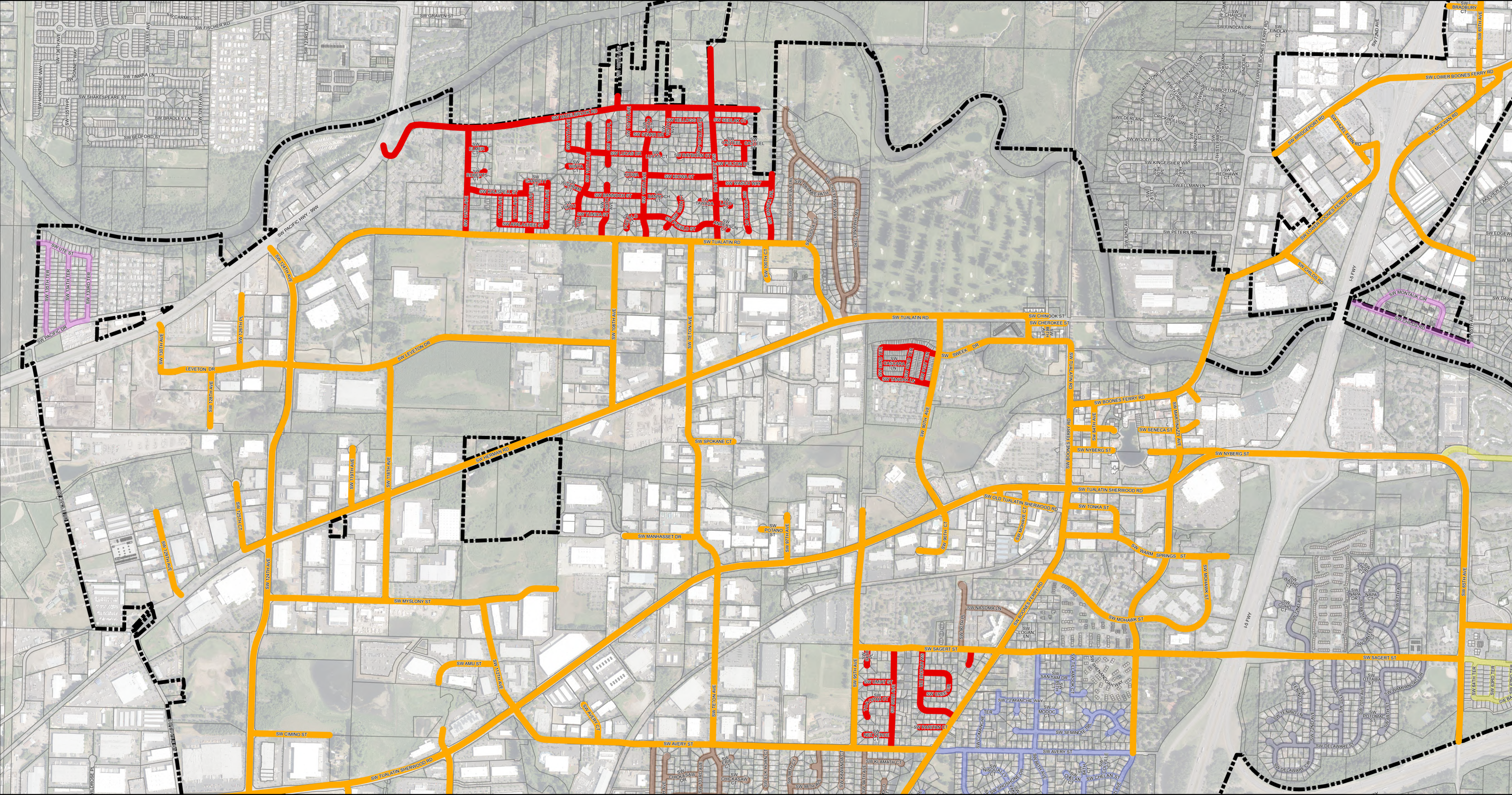


- Section 2 (2.99 centerline miles)
- Schedule Varies

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -IS Dept.
Printed: 5/5/2026

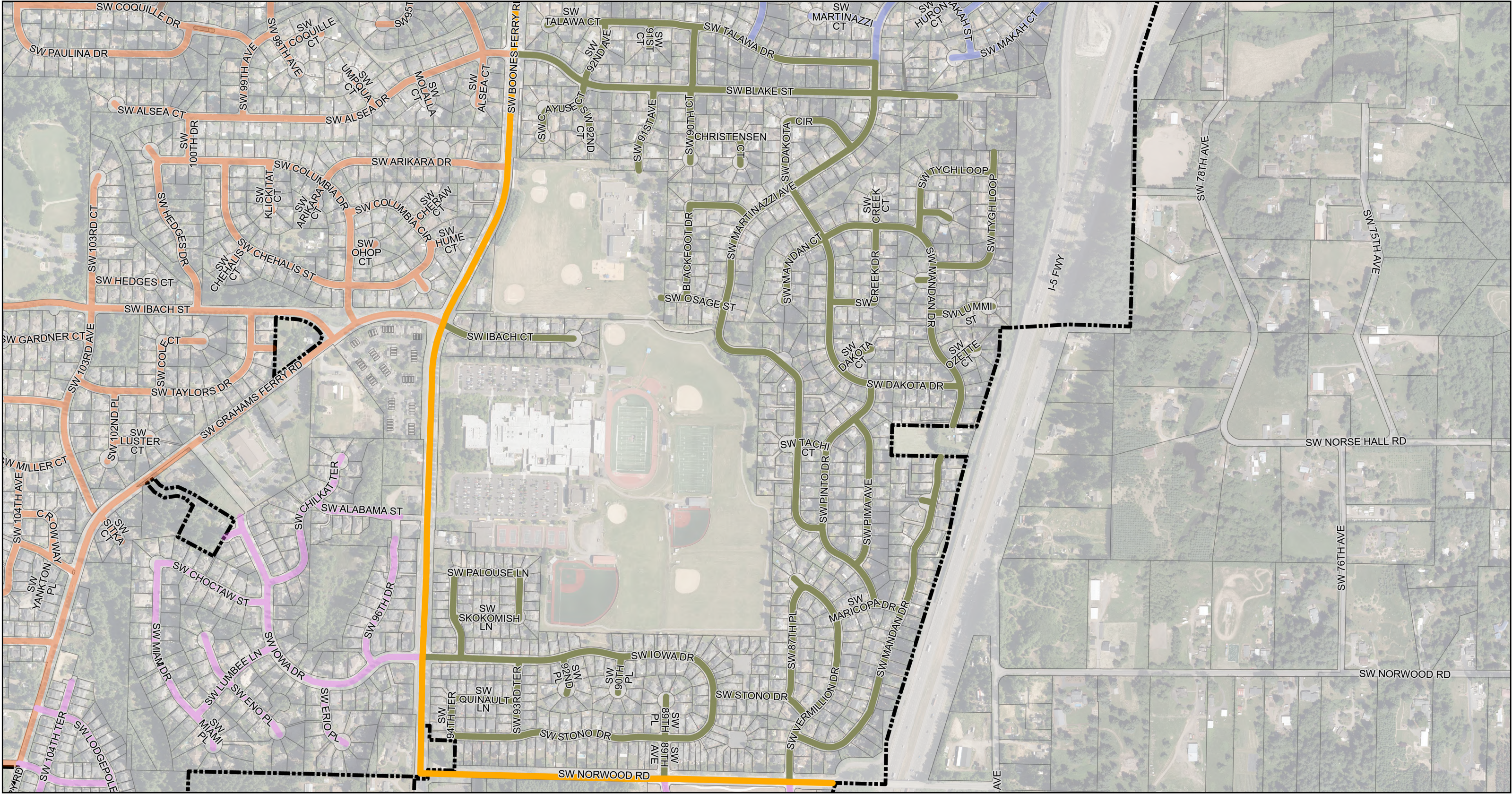
Tualatin's Street Sweeping Program - Section 3 (Wednesday of the First Full Week of the Month)

ATTACHMENT E



- Section 3 (7.60 centerline miles)
- Schedule Varies

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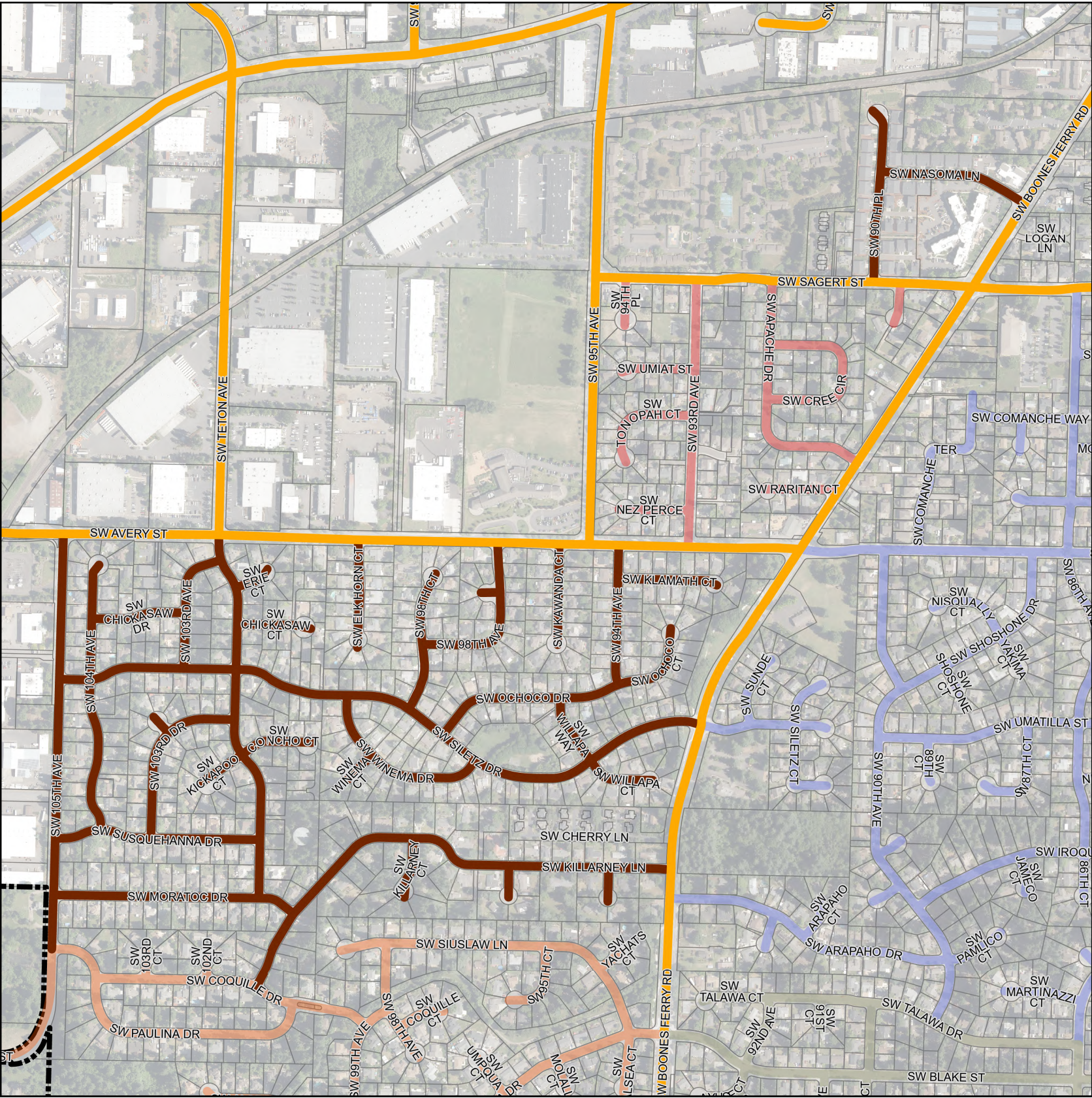
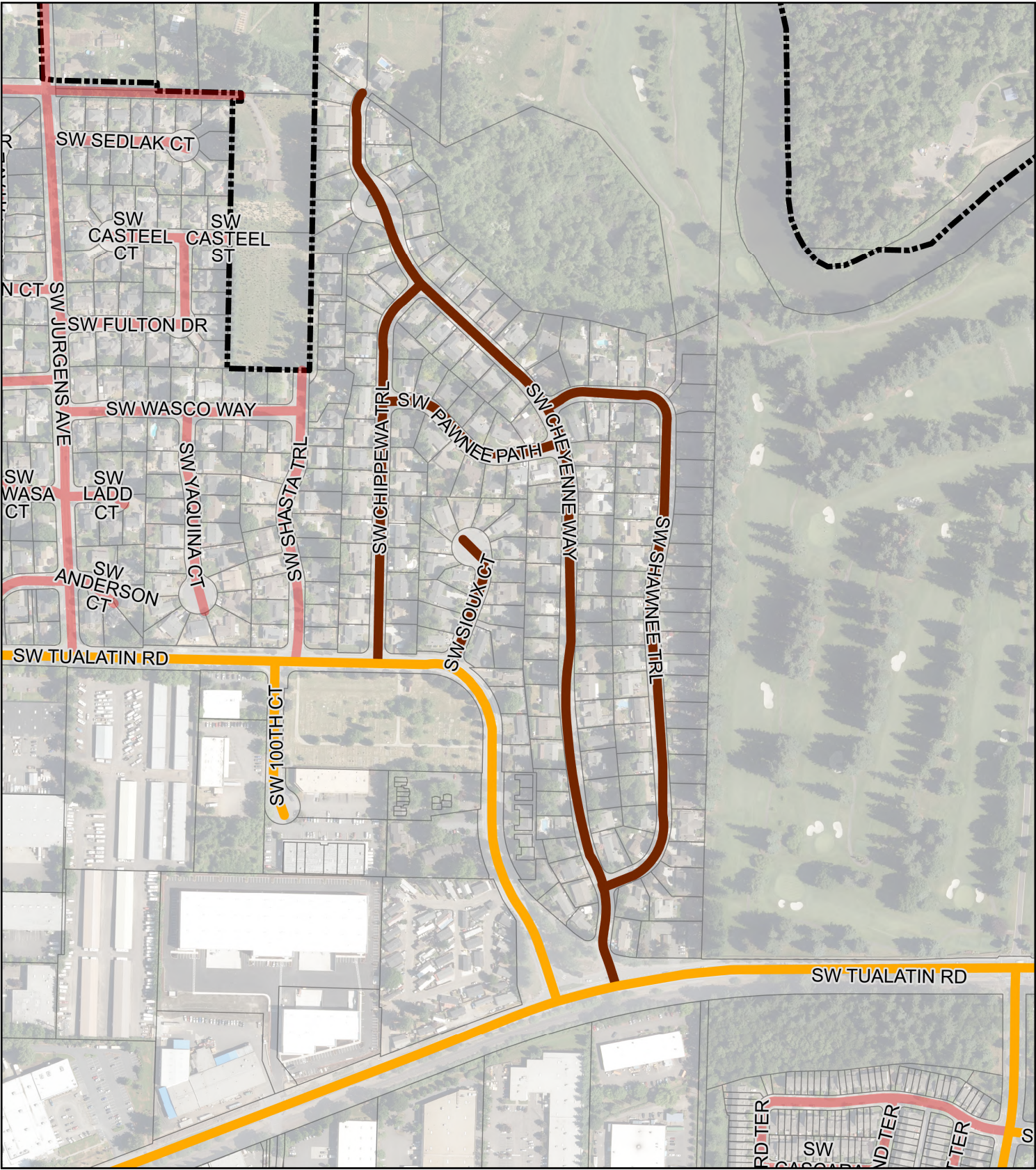


 Section 5 (6.81 centerline miles)
 Schedule Varies

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Tualatin's Street Sweeping Program - Section 6 (Tuesday of the Second Full Week of the Month)

ATTACHMENT E

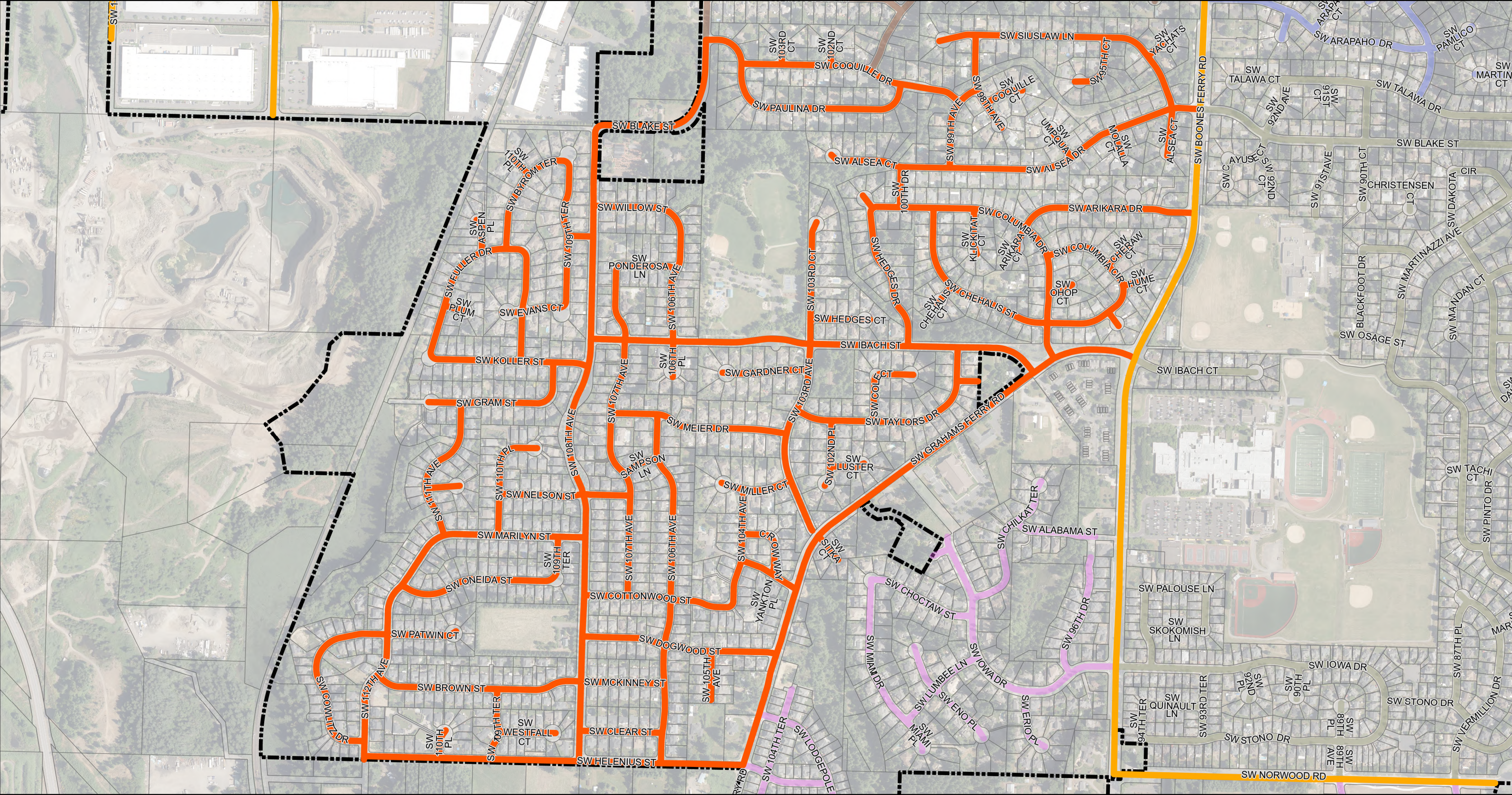


- Section 6 (6.34 centerline miles)
- Schedule Varies

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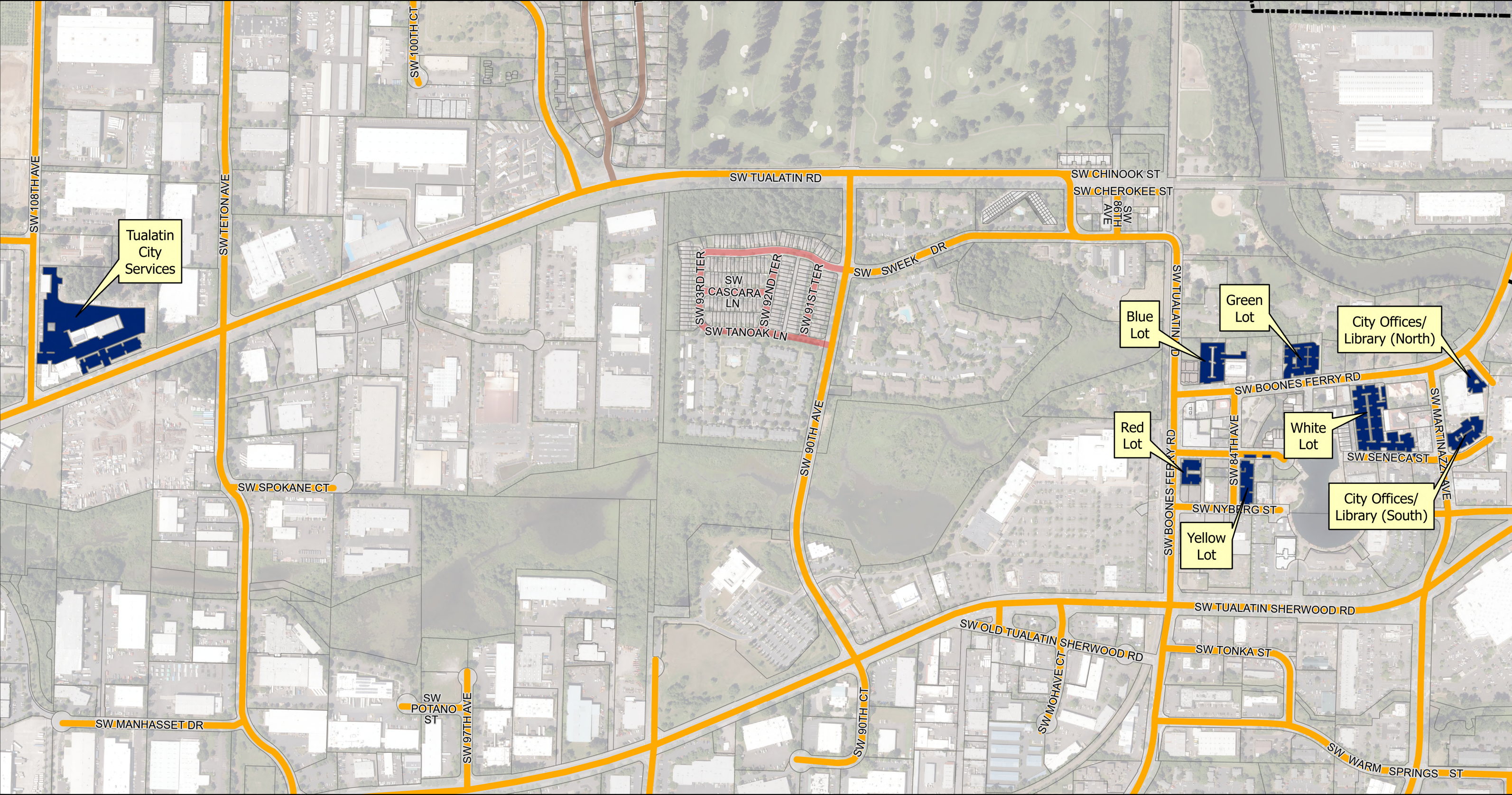
Tualatin's Street Sweeping Program - Section 7 (Wednesday of the Second Full Week of the Month)

ATTACHMENT E



- Section 7 (12.67 centerline miles)
- Schedule Varies

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 Parking Lots (330,244 sq ft)

 Schedule Varies

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