

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-08**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO  
ENTER INTO AN AGREEMENT WITH SWEEPING CORP OF AMERICA TO  
PROVIDE STREET SWEEPING SERVICES IN 2024**

**WHEREAS**, the City has solicited proposals for street sweeping services throughout the City in 2024; and,

**WHEREAS**, Sweeping Corp of America (SCA) was recommended by staff as the lowest contractor who submitted a bid for this year's street sweeping; and,

**WHEREAS**, funds are available in the City's 2024 budget for street sweeping services; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

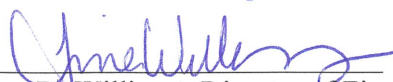
**Section 1.** That the Council authorizes the Mayor and Director of Finance to enter into a contract with Sweeping Corp of America to provide an initial street sweeping and six (6) additional monthly street sweepings in 2024, as attached hereto and made a part hereof.

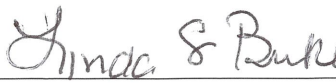
**Section 2.** That the street sweeping shall be limited to streets with curb and curb and gutter only.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 21<sup>st</sup> day of March, 2024.

Attest:   
Pertrina D. Williams, Director of Finance/Clerk

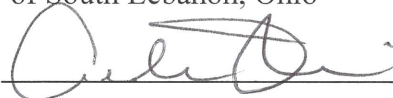
  
Linda S. Burke, Mayor

Resolution 2024-08 – Street Sweeping Services

Rules Suspended:	<u>      -      </u> (if applicable)
First Reading:	<u>      3/7/24      </u>
Second Reading:	<u>      3/21/24      </u>
Vote:	<u>      6      </u> Yeas <u>      </u> Nays
Effective Date:	<u>      4/21/24      </u>

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: 

Date:       3/21/2024

# City of South Lebanon

10 N High Street  
South Lebanon, Ohio 45065  
513-494-2296

## Bid Tabulations for the City Street Sweeping for 2024

<b>Bidders</b>	<b>One Spring Sweep</b>	<b>Six Street Sweepings</b>	<b>Total</b>
DSS Sweeping Service	\$1,950.00	\$11,700.00	\$13,650.00
Oberson's	\$1,700.00	\$10,200.00	\$11,900.00
SCA	\$1,496.82	\$8,339.22	\$9,836.04

# City of South Lebanon

## Street List

### North of the River

Broadway St	Mary Ellen to Main Street	1978
Corwin Nixon Blvd	Eastbound both sides of SR 48	1590
Corwin Nixon Blvd	Westbound both sides of SR 48	1590
Forest Ave		2507
High St	Pike Street to McKinley Street	1157
Huddleson Ave		392
Ilene Ave		905
King Ave	McKinley to Mary Ellen St	1519
Lebanon Rd	Pike St to Corwin Nixon Blvd	1409
Main St	Pike St to Railroad St	2554
Mary Ellen St		1631
Mary Lane		2141
McKinley St	Mary Ellen to Main St	1971
Morrow Rd		1315
Pauline Dr		1101
Pike St	Lebanon Rd to Mary Lane Ext	4234
Pleasant Dr		676
Section St	McKinley to Carrie Ln	3147
Shephards Way		3525
Sunset Dr		2354
Valley View Dr		858
Mary Lane Ext		1430
Mary Lane Cir		1070
Claude St	Section to Mary Lane	1417
Mason Morrow	John C Quinn to Turtlecreek Rd	1212
Sutton Dr	Mason Morrow to Kibbey Ln	1550
Kibbey Ln		758
Trovillo Dr		2215
Kelly Ct		636
<b>Total</b>		<b>48842</b>
<b>South of the River</b>		
Lebanon Rd	Railroad to Bridgewater	1657
Bridgewater Dr		1275
Riverview Ct		337
Vista Ridge		2890
Chateau Valley		1577
Buena Vista		3778
Riverview Ct		350
Wood Haven Ct		100
Fawn Meadow Ln		361

Meadowview Ln		802
Homestead Dr		693
Ritchie Ln		770
Riverstone Dr		301
Riverview Dr		430
Forest Edge Dr		3303
Stoney Path Ct		812
Stone Brook Way		2531
Commons Ct		169
Station Dr		778
Bedles Ct		488
Little Turtle Dr		3113
Red Flower Ln		1000
Creekborough Ct		665
Creek Park Dr		1510
Old Willow Ct		1224
Emerald Dr		3371
Sterling Ct		341
Windsor Ct		1575
Wetherly Dr		842
Castle Dr		911
Noble Ct		380
Dorney Ct.		495
Berkshire Ct		608
Kingly Terrace		814
Fredericks Ct		386
Frederick Trail		246
Grants Fredericks		2290
Auburn Grove		2272
<b>Total</b>		<b>45445</b>
<b>Total Center Line Ft.</b>		<b>94287</b>
<b>Curb Ft.</b>		<b>188574</b>
<b>Total Curb Miles</b>		<b>35.715</b>

## **AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and SCA of OH, LLC, organized under the laws of the State of Ohio as a Corporation, whose address is 4141 Rockside Rd., Ste.100, Seven Hills, OH 44131 (the "Company").

The City desires to engage the Company to render services as described herein.

The City and the Company, in consideration of their mutual covenants herein agree, in respect of the performance of services by the Company and the payment for those services by the City, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF COMPANY**

- 1.1 The Company shall perform Basic Services ("the Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **SECTION 2 - ADDITIONAL SERVICES OF COMPANY**

- 2.1 If authorized in writing by the City and the Company, the Company shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services.

### **SECTION 3 – THE CITY’S RESPONSIBILITIES**

The City shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist the Company by providing all available information pertinent to the Services in the possession of the City including any previous reports and any other data relative to the Services.
- 3.3. Furnish Company, as required for performance of the Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for the Company to enter upon public and private property as required for Company to perform the scope of services.
- 3.5. Provide such accounting, insurance counseling and such legal services as may be required for the Services, such legal services as the City and the Company may require or the Company may reasonably request with regard to legal issues pertaining to the Services.

- 3.6. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Company's services.
- 3.7. Give prompt written notice to the Company whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Services, or any defect in the work of any third party.
- 3.8. Furnish, or direct the Company to provide, upon approval of the City, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required.
- 3.9. Bear all costs incident to compliance with the requirements of this Section 3.

**SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for the Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services.
- 4.2. Upon receipt of a fully executed Agreement from the City, Company shall proceed with the performance of the Services called for in Exhibit 1.
- 4.3. The Services shall commence in May and be completed in November. Precise dates for performance of the Services shall be determined by the City.
- 4.4. If the City has requested significant modifications or changes in the extent of the Services, the time of performance of the Services and the rates of compensation shall be adjusted appropriately, upon approval of the City and the Company of a written Schedule and price.

**SECTION 5 - PAYMENTS TO CONSULTANT**

**5.1 Methods of Payment for Services and Expenses of Company**

- 5.1.1. For Services. The City shall pay the Company for Services rendered under Section 1 as follows:

The Company agrees to provide the Services set forth in Exhibit 1 attached hereto to the City as follows:

Initial Spring Clean Up	\$ 1,496.82
Six (6) Monthly Sweeps @ /each	\$ 1,389.87
<b>TOTAL COST OF SERVICES</b>	<b>\$ 9,836.04</b>

- 5.1.2 For Additional Services. The City shall pay the Company for Additional Services rendered based on the hourly rates for Services as follows:

Additional sweeping due to excessive leaves                      \$180.00 per hour

**5.2 Times of Payments.**

5.2.1. The Company shall submit itemized statements for Basic and Additional Services rendered. The City shall make prompt payments in response to the Company's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the City Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

**5.3 Other Provisions Concerning Payments.**

5.3.1. If the City fails to make any payment due the Company for the Services within forty-five (45) days after receipt of Company's itemized statement therefore, the amounts due the Company shall include a charge at the rate of 1% per month from said 45th day, and in addition, the Company may, after giving seven (7) days written notice to the City, suspend the Services under this Agreement until the Company has been paid in full all amounts due for the Services.

5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Services, progress payments due the Company for the Services satisfactorily rendered through such phase shall constitute total payment for such Services.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1 Termination.**

The obligation to provide the Services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

**6.2 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

**6.3 Successors and Assigns.**

6.3.1 The City and the Company each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.3.2 Neither the City nor the Company shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless



specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Company from employing such independent consultants, associates and subcontractors, as the Company may deem appropriate to assist the Company in the performance of the Services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and the Company.

#### **6.4 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

#### **6.5 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

#### **6.6 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

#### **6.7 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

#### **6.8 Parties**

Whenever the terms "the City" and "the Company" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the City and the Company.

#### **6.9 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

#### **6.10 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The City of South Lebanon, Ohio  
Attn. Village Administrator  
10 N. High Street  
South Lebanon, OH 45065

Company:

## 6.11 Insurance

The Company shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. The Company further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Company shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. The Company shall provide the City with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the City. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the City in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

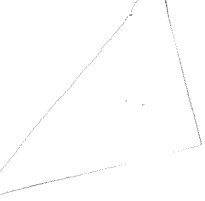
(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Company shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for the Company;

(f) The Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) The Company shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and



shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None.

**7.2. The following Exhibit is attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.3 herein.

## **SECTION 9 – FORCE MAJEURE EVENT**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, action or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under the Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement.

## **SECTION 10 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the City and the Company, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 11 – INDEMNIFICATION**

The Company will indemnify and save the City harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the City's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by the Company, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of the Company, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement.

