



**PORTABLE TOILET MONTHLY RENTAL AND SERVICE AND
COVID-19 RELATED PORTABLE TOILET SERVICE
BIDDING INSTRUCTIONS**

May 13, 2020

SCOPE OF SERVICES:

The City is seeking bids for portable toilet monthly rental and two (2) days per week service under one agreement **and** is seeking bids for service to include cleaning and sanitizing five (5) additional days per week and providing hand sanitizer in the portable toilet units provided for under a separate agreement in response to COVID-19. Although two agreements will be executed and are both included within this document as “Sample Agreements”, the bidding shall be submitted together using Exhibit B, Pricing Form.

A. Portable Toilet Monthly Rental and Two Days per Week Service:

Services include monthly rental of portable toilets and twice weekly cleaning and sanitization and pumping/removing waste from rented portable toilets at City facility locations as listed below:

1. Year-Round (12 month) portable toilet rental and service locations and unit type:
 - a. Pine Street Park – one regular portable toilet unit
 - b. Lakeview Park – one ADA portable toilet unit

2. Non year round portable toilet rental and service locations and number of months and unit type:
 - a. City Beach:
 - i. One regular portable toilet unit – 7 months (Oct 01 – April 30)
 - ii. One ADA portable toilet unit – 7 months (Oct 01 – April 30)

 - b. Travers Park – One regular portable toilet unit – 7 months (Oct 01 – April 30)

 - c. Centennial Park – One regular portable toilet unit – 6 months (May 01 – Oct 31)

- d. Great Northern Park:
 - i. Two (2) regular portable toilet units – 7 months (April 01 – Oct 31)
 - ii. One ADA portable toilet unit – 7 months (April 01 – Oct 31)
- e. Pine Street Park – One ADA portable toilet unit – 5 months (April 01 – Aug 31)
- f. 9th Grade Center – One regular portable toilet unit – 7 months (April 01 – Oct 31)
- g. Hickory Park – One regular portable toilet unit – 7 months (April 01 – Oct 31)
- h. Windbag Marina:
 - i. Two (2) regular portable toilet units – 6 months (May 01 – Oct 31)
 - ii. One (1) ADA portable toilet unit – 6 months (May 01 – Oct 31)
- i. Lakeview Boat Launch (Memorial) – One regular portable toilet unit – 4 months (May 01 – Sept 30)
- j. Shooting Range:
 - i. One ADA portable toilet unit – 8 months (April 01 – Nov 30)
 - ii. One wash station unit – 8 months (April 01 - Nov 15)

Summary of units above:

Eleven (11) regular portable toilet units at varying lengths of monthly rental and service

Six (6) ADA portable toilet units at varying lengths of monthly rental and service

One (1) wash station

All portable toilets at all locations listed above will be serviced once per day, two (2) times per week. Supplies (toilet paper, toilet chemical, paper towels, soap, etc.) for the portable toilets and wash station shall be supplied and kept stocked by Contractor.

Contractor shall deliver portable toilet unit(s) to locations as specified above. Each portable toilet and wash station must be delivered in a clean, properly functioning, and useable condition.

Contractor will ensure that each portable toilet and wash station is removed promptly at the end of the rental period as indicated above. The City will incur no additional charges after date notated for rental period.

Contractor shall be responsible for all theft, destruction, and/or vandalism of all portable toilets and wash stations.

Contractor shall follow all applicable local, state, and federal laws and regulations for the proper removal and disposal of contents of holding tanks and chemical toilets as well as carry and maintain all required licenses and/or permits for providing services as described within these bidding documents.

B. COVID-19 Related Five Days per Week Cleaning and Sanitizing Service and Hand Sanitizer:

Services include COVID-19 response related, five times per week cleaning and sanitizing services of portable toilets and wash station as listed below. Additionally, CONTRACTOR to supply and maintain hand sanitizer within each portable toilet unit and wash station. This **does not** include the monthly rental costs for portable toilet and/or wash station units.

1. Hickory Park: One regular portable toilet
2. Windbag Park: One regular portable toilet and one ADA portable toilet
3. Shooting Range: One ADA portable toilet plus one wash station
4. Great Northern Park: Two regular portable toilet units and one ADA portable toilet unit
5. Centennial Park: Two regular portable toilet units
6. Lakeview Park: One ADA portable toilet
7. Lakeview Boat Launch (Memorial): One ADA portable toilet
8. Pine Street Park: One regular portable toilet
 - a. One regular portable toilet – 3 months (Jul 01 – Aug 31)
 - b. One ADA portable toilet – 1 month (Sept 01 – Sept 30)
9. 9th Grade Center Field: One regular portable toilet

All portable toilets at all locations listed above will be serviced one (1) time per day, five (5) days per week from July 01, 2020 thru September 30, 2020. Supplies (toilet paper, toilet chemical, paper towels, soap, etc.) for the portable toilets and wash station shall be supplied and kept stocked by Contractor. Cleaning and sanitizing service includes wiping down all touchable areas (i.e., handles, seats, walls,

dispensers, etc.) with an **approved** disinfectant cleaner. This service **does not** include pumping/removing waste from portable toilet units, which is part of services identified within Section A above.

Hand sanitizer will also be supplied and maintained within each portable toilet and wash station unit and is **not** considered “supplies” as noted above as part of the cleaning and sanitizing service.

This service in Section B is expected to terminate on September 30, 2020. However, if the need arises to continue this COVID-19 related service, an amendment to the executed agreement will be drafted and extended as deemed necessary.

Contractor shall follow all applicable local, state, and federal laws and regulations for the proper removal and disposal of contents of holding tanks and chemical toilets as well as carry and maintain all required licenses and/or permits for providing services as described within these bidding documents.

BID REQUIREMENTS:

Contractor to submit fully completed, **EXHIBIT A, CONTRACTOR SUBMITTAL FORM AND EXHIBIT B - PRICING FORM**, by bid due date of May 29, 2020 at 2:00:00 PM PST. Bid to be delivered via US Mail or other delivery method by the stated bid deadline to:

City of Sandpoint
City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

Bids may also be emailed by the bid deadline of May 29, 2020 at 2:00:00 PM PST to cityclerk@sandpointidaho.gov.

Clearly mark “Portable Toilet Rental and Service” on the outside of the sealed envelope if Bid is being sent via US Mail or delivered by any other delivery method.

All questions in regards to this bid must be submitted in writing only. Questions to be emailed to chughes@sandpointidaho.gov. All questions must be received no later than 2:00:00 PM PST on May 26, 2020.

Contracts will be awarded to the lowest and responsive bidder.

CONTRACT REQUIREMENTS:

If awarded contract, contractor to provide insurance certificates (minimum liability limits below) naming City of Sandpoint as Additional Insured, possess a State of Idaho Contractor

License, and obtain or possess a current City of Sandpoint Business License.

Insurance Minimum Liability Requirements:

General Commercial Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate

Pollution/Environmental Liability: \$1,000,000

Commercial Automobile: \$1,000,000

Workers Compensation: State of Idaho Statutory Limits

**EXHIBIT A
CONTRACTOR SUBMITTAL FORM
PORTABLE TOILET RENTAL AND SERVICE**

BID DEADLINE: MAY 29, 2020 at 2:00:00 PM PST

BIDDER NAME: _____

BIDDER ADDRESS: _____

BIDDER PHONE NUMBER: _____

BIDDER EMAIL (IF APPLICABLE): _____

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT B - PRICING FORM

1	Portable Toilet Monthly Rental and Two Days per Week Service :	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1		1		0	\$ -	
	Travers Park	Per Month per Unit	1		0	\$ -	0	\$ -	
	Centennial Park	Per Month per Unit	1		0	\$ -	0	\$ -	
	Great Northern Park	Per Month per Unit	2		1		0	\$ -	
	Pine Street Park	Per Month per Unit	1		1		0	\$ -	
	9th Grade Center	Per Month per Unit	1		0	\$ -	0	\$ -	
	Hickory Park	Per Month per Unit	1		0	\$ -	0	\$ -	
	Windbag Marina	Per Month per Unit	2		1		0	\$ -	
	Lakeview Boat Launch (Memorial)	Per Month per Unit	1		0	\$ -	0	\$ -	
	Lakeview Park	Per Month per Unit	0	\$ -	1		0	\$ -	
	Shooting Range	Per Month per Unit	0	\$ -	1		1		
		TOTAL MONTHLY AMOUNT							
2	COVID-19 Related Five Days per Week Cleaning and Sanitizing Service and Hand Sanitizer:								
	Centennial Park	Per Month per Unit	1		0	\$ -	0	\$ -	
	Great Northern Park	Per Month per Unit	2		1		0	\$ -	
	Pine Street Park	Per Month per Unit	1		1		0	\$ -	
	9th Grade Center	Per Month per Unit	1		0	\$ -	0	\$ -	
	Hickory Park	Per Month per Unit	1		0	\$ -	0	\$ -	
	Windbag Marina	Per Month per Unit	2		1		0	\$ -	
	Lakeview Boat Launch (Memorial)	Per Month per Unit	1		0	\$ -	0	\$ -	
	Lakeview Park	Per Month per Unit	0	\$ -	1		0	\$ -	
	Shooting Range	Per Month per Unit	0	\$ -	1		1		
	Hand Sanitizer	Per Month per Unit	9		5		1		
		TOTAL MONTHLY AMOUNT							

**SAMPLE AGREEMENT FOR PORTABLE TOILET RENTAL AND SERVICE BETWEEN
THE CITY OF SANDPOINT AND XXXXXXXXXXXXXXXX**

This Agreement is made and entered into this 1ST day of July, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXX a State of Idaho Limited Liability Corporation, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to provide portable toilet monthly rental and weekly service for CITY facility locations, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide monthly portable toilet rental service and twice per week cleaning and sanitizing of toilets as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's Parks and Recreation Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities

(including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain Commercial Pollution Liability insurance policy or policies in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for any pollution/environmental losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall also keep commercial automobile liability insurance for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement. The CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, CONTRACTOR and/or its officers, agents, and employees' acts, errors or omissions under this Agreement.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's Parks and Recreation Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR a not to exceed Agreement Price of **\$XXXX (XXXXXXXX Dollars)** for the completion of all services described within this Agreement and as outlined in Exhibit B, Fee Schedule attached hereto.

6.2 The CONTRACTOR shall submit an itemized monthly invoice with each rental and service location to include park site name, address, and toilet unit details, as well as dates of service which shall be paid no sooner than thirty (30) after receipt of correct invoice by the CITY. Please email invoices to ap@sandpointidaho.gov.

7. TERM

This Agreement shall commence on July 01, 2020 and shall terminate on September 30, 2021.

8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with ten (10) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no

event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT

**1123 Lake Street
Sandpoint, Idaho 83864**

CONTRACTOR

**Address
City, State ZIP**

Kim Woodruff
PARKS & RECREATION DIRECTOR

Date

Contractor Signature
TITLE

Date

**EXHIBIT A
SCOPE OF WORK**

To be added

The City may add, modify, or delete locations for rental and service as deemed necessary.

**EXHIBIT B
FEE SCHEDULE**

Fees for services as outlined in Exhibit A, Scope of Work, is as follows:

To be determined

The City may add, modify, or delete locations for service as deemed necessary. City makes no guarantee entire agreement amount will be expended during the term of this Agreement.

**SAMPLE AGREEMENT FOR PORTABLE TOILET RENTAL AND SERVICE BETWEEN
THE CITY OF SANDPOINT AND XXXXXXXXXXXXXXXX**

This Agreement is made and entered into this 1ST day of July, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXX a State of Idaho Limited Liability Corporation, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to provide portable toilet monthly rental and weekly service for CITY park sites, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide monthly portable toilet rental service and twice per week cleaning and sanitizing of toilets as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's Parks and Recreation Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities

(including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain Commercial Pollution Liability insurance policy or policies in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for any pollution/environmental losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall also keep commercial automobile liability insurance for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement. The CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, CONTRACTOR and/or its officers, agents, and employees' acts, errors or omissions under this Agreement.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's Parks and Recreation Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR a not to exceed Agreement Price of **\$XXXX (XXXXXXXX Dollars)** for the completion of all services described within this Agreement and as outlined in Exhibit B, Fee Schedule attached hereto.

6.2 The CONTRACTOR shall submit an itemized monthly invoice with each rental and service location to include park site name, address, and toilet unit details, as well as dates of service which shall be paid no sooner than thirty (30) after receipt of correct invoice by the CITY. Please email invoices to ap@sandpointidaho.gov.

7. TERM

This Agreement shall commence on July 01, 2020 and shall terminate on September 30, 2021.

8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with ten (10) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no

event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

CONTRACTOR
Address
City, State ZIP

Kim Woodruff
PARKS & RECREATION DIRECTOR

Date

Contractor Signature
TITLE

Date

**EXHIBIT A
SCOPE OF WORK**

To be added

The City may add, modify, or delete locations for service as deemed necessary.

**EXHIBIT B
FEE SCHEDULE**

Fees for services as outlined in Exhibit A, Scope of Work, is as follows:

To be determined

The City may add, modify, or delete locations for service as deemed necessary. City makes no guarantee entire agreement amount will be expended during the term of this Agreement.