

**City of
Missoula
Parks and Recreation
Department**

PORTABLE TOILET SERVICES

THIS AGREEMENT, made and entered into this ____ Day of _____, 2014, in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal organization under the laws of the State of Montana (hereinafter referred to as "City") and Sweet Pea-Sewer & Septic, (hereinafter referred to as the Contractor.)

WITNESSETH

For and in consideration of the mutual promises and agreements set forth herein, the City and Contractor mutually stipulate and agree to the following provisions:

I. SERVICES CONTRACT WITH CITY

The City hereby agrees to retain the services of Contractor pursuant to the terms and provisions of this Agreement. Work shall be accomplished with all reasonable care and minimal disruption or damage to other properties, trees, grounds, driveways, streets, curbs, sidewalks, structures and utilities on or adjacent to work site. Any damage shall be reported in writing to a property owner and the City at 100 Hickory St, on the day of occurrence, and such damage shall be repaired at the Contractor's expense within five days of the occurrence (unless demonstrable reason for a delay can be shown). Failure to do so may be cause for termination of the contract. Contractor agrees to perform the services identified pursuant to the terms and provisions of this Agreement in a competent, professional, and acceptable manner.

II. SCOPE OF SERVICES

A. General Information

1. Contractor agrees to furnish all labor, supervision, equipment, materials, and expertise necessary for portable toilet services within City parks identified in Exhibit 1 and on an individual Purchase Order basis.
2. Contractor will adhere to all standards identified in **GENERAL TERMS AND CONDITIONS** and provide services within the City parks identified in Exhibit 1 and Exhibit 2.

III - TERM AND TERMINATION

3.1 Term. The initial term of this Agreement is for a period commencing on the date identified above through June 30, 2015. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for successive one (1) year periods for up to two (2) additional annual terms starting July 1 of the following year unless i) either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s); or ii) it is terminated as provided below.

3.2 Termination for Convenience by City. City may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by City to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph 3.2.

3.3 Immediate Termination by City. City may terminate this Agreement immediately upon giving written notice to Contractor a) for cause should Contractor materially fails to perform any of the covenants contained in this Agreement in the time and/or manner specified, or b) if funds, or any portion thereof, required by City for this agreement are i) not available to City from external sources, including if distribution of such funds to the City is suspended or delayed; or ii) are not appropriated by the applicable authority or City or, having been previously appropriated, are reduced, eliminated, and/or re-allocated by City as a result of mid-year budget reductions.

3.4 Termination by Contractor. In the event of default by the City in any material term or condition herein that is not cured by City within 30 days of its receipt of written notice thereof, Contractor may, at its option, refuse service or terminate its obligations under this Agreement.

3.5 Effect of Termination. In the event of termination, pursuant to section 3.3(a), City may proceed with the work in any manner deemed proper by City. In the event of termination pursuant to sections 3.2 or 3.3(b), Contractor shall only be paid for any services completed and provided prior to notice of termination, such amount to be an amount which bears the same ratio to the total compensation authorized by this Agreement as the services actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. In no event shall City pay Contractor an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. Contractor shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligation to a third party that Contractor can legally cancel. Nothing herein is intended to limit any rights or remedies City may have at law arising out of a breach of this Agreement by Contractor.

IV. NONDISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, gender identity, or gender expression, or national origin, or because of age, physical or mental disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, color, sex, national origin or because of age, physical or mental disability or marital status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

V. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, subgrantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, M.C.A., or forfeit the right to continue such business dealings.

The City' Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmative action to provide all persons equal opportunity for employment without regard to race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicap, ex-offender status, or sex. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is the policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, C.E.T.A. program participants, trainees and applicants.

VI. EVIDENCE OF WORKERS' COMPENSATION COVERAGE

Contractor hereby certifies that Contractor is covered by a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Contractor's workers' compensation insurance or claims. Contractor shall provide evidence of such coverage to the City Clerk prior to the City Clerk's validation of the agreement.

VII. LIABILITY INSURANCE

Contractor hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of **\$1,500,000.00** per occurrence that includes liability for accidents occurring during contract or at the project site that are attributable to the Contractor or its agents' conduct.

VIII. PAYMENT FOR SERVICES

The parties hereto mutually agree that the sum total cost for acceptable performance of all professional licensed services of the Contractor authorized by the City's Park Maintenance Manager or designated representative pursuant to this agreement shall not exceed **EIGHTEEN THOUSAND DOLLARS (\$18,000.00) in a single City fiscal year (July 1 through June 30)**. The City may be billed monthly upon completion of all services in accordance with the terms of the contract.

No invoice shall include Federal excise tax, since the City is exempt therefrom and will furnish certificates of exemptions as needed. The Agency or Contractor must, in accordance with Section 15-50-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the Contractor or subcontractor. Amount withheld from the prime Contractor must be forwarded to the Department of Revenue. (IS THE ABOVE PARAGRAPH NEEDED?)

IX. MODIFICATION AND WAIVER

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing.

X. LICENSE TO DO BUSINESS

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this Agreement until a valid City business license has been obtained. Contractor shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by Contractor.

XI. PREVIOUS AGREEMENTS

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

XIII. BINDING EFFECT

This agreement shall inure to the benefit of and be binding upon the City and their respective successors and assigns.

XIV. SEVERABILITY

If a part of this agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

GENERAL TERMS AND CONDITIONS

A. Damage to Property

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the City, the City of Missoula reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the Park Maintenance Manager of any damage caused by the Contractor's operation on the day such damage occurs.

B. Basis of Payment

The Contractor shall be paid for the work described herein on a monthly basis per the bid specifications, and on a per purchase order location when applicable. The Contractor may submit monthly billing requests with completion of each service. No partial payment shall be made to the Contractor for work in progress. In no case, shall payment be made on contracted services not completed to the satisfaction of the City Parks & Recreation Department.

C. Starting and Completion Requirements

Upon receipt of a written Purchase Order signed by an authorized Park Manager, work shall begin as directed at a time mutually agreed upon by the Contractor and the requesting Park Maintenance Manager. All work shall be completed in a safe and expedient manner in accordance with applicable local, State and Federal laws and guidelines.

D. Working Hours

The Contractor may schedule work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise authorized by the requesting Park Maintenance Manager or their representative.

E. Specifications

1. All work and materials supplied shall be performed in accordance with the listed specifications provided in II SCOPE OF SERVICES, within the City parks identified in Exhibit 1 and the SPECIAL PROVISIONS 7. STANDARD OF CARE.

F. Inspection of Work

All work must be completed to the satisfaction of the Park Maintenance Manager, or designated representative, and any questions as to proper procedures or quality of workmanship will be resolved by the same.

G. Discontinuance of Work

Any practice obviously hazardous as determined by the Park Maintenance Manager shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

GENERAL TERMS AND CONDITIONS (Cont)

H. Personnel and Equipment

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.

I. Work Crew Supervision

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Park Maintenance Manager or their representative.

J. Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with OSHA standards.
2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City of Missoula and coordinated with the appropriate City departments.

K. Waste Disposal

Disposal of unused chemicals generated by work described within this contract will be the responsibility of the Contractor.

L. Questions

All questions should be directed to:

Bob Worthen, Park Maintenance Manager
Missoula Parks and Recreation
100 Hickory St. Missoula, Mt. 59801 (406) 552-6269

GENERAL TERMS AND CONDITIONS (Cont)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CONTRACTOR:

Phone:

_____, (title)

Date:

OWNER:

City of Missoula
100 Ryman Street
Missoula, Montana 59802

Mayor John Engan

Date: _____

ATTEST:

Martha Rehbein, City Clerk

Date: _____

Approved as to form:

Jim Nugent, City Attorney

Date: _____

STATE OF MONTANA)
) ss
County of Missoula)

SPECIAL PROVISIONS

1 NATURE OF CONTRACT

1.1 The Contractor shall provide the Services to the City as specified.

1.2 The Contract sum is deemed to include the cost of all goods supplied, works, services and other incidentals associated with or necessary for the proper performance of the Services and the performance by the Contractor of its obligations under the Contract.

1.3 The Contractor acknowledges that:

(a) This offer does not in any way oblige the City to:

(i) Use or in any way consider the Contractor for the provision of the services in any works or activities performed by the City;

(ii) Not engage in any activities that exclude or preclude, or have the effect of excluding or precluding, the supply of Services by the Contractor for that activity;

(iii) Provide an opportunity to the Contractor to supply, deliver or in any way participate in the supply or delivery of the Services to the City during the Term;

(iv) Provide a minimum quantity of Services to the Contractor during the term; or

(v) Restrict the City's discretion to utilize one or more contractors for the supply of similar or the same services as provided by the Contractor; and

(b) It must charge only that amount as specified in the Contract during the whole of the Term for the supply or delivery of the Services pursuant to this Contract.

1.4 The Contractor shall upon notice from the City make available to the City the Services for such period, at such frequency and of such type as specified in the scope of work (Exhibit 2) and as authorized by the City through issuance of a written Purchase Order.

1.5 A Purchase Order shall include the following details:

(a) The required dates on which the Services are to be performed; or

(b) Period of time over which the performance of the Services is to occur;

(c) The nature of the Services required to be performed;

(d) The place or anticipated place of performance of the Services; and

(e) Any other specific provisions to apply to the performance of those Services.

1.6 The Contractor shall notify the City in writing within 24 hours of receiving a Purchase Order if the Contractor considers that it is not reasonably able to:

SPECIAL PROVISIONS (Cont.)

- (a) Perform some or all of the Services identified in the Purchase Order; or
- (b) Perform the Services identified in the Purchase Order on the dates or within the time specified in the Purchase Order,

This provision shall not affect any other rights and remedies available to the City under this Contract,

1.7 If the City, after the issue of a Purchase Order, reduces the quantity or quality of Services specified in the Purchase Order, the Contractor shall not be entitled to pass onto or charge the City for any costs of and incidental to that reduction including any cancellation costs or any other like costs or penalties.

1.8 When the Contractor receives an Purchase Order, the Contractor shall perform the services in accordance with this Contract and the terms of the Purchase Order.

1.9 The City shall pay the Contractor for Services the subject of an Purchase Order in accordance with **clause 23**.

1.10 The City shall not be liable to the Contractor in any way whatsoever for failing to utilize the Contractor for the performance of any Services pursuant to this Contract.

2 COMPLIANCE WITH STATUTES

2.1 The Contractor shall comply with the applicable requirements of:

- (a) Montana Code Annotated;
- (b) City of Missoula Municipal Code
- (c) Federal Laws, rules and regulations

2.2 The Contractor shall promptly give the City copies of documents or notices issued to the Contractor by municipal, public or other statutory authorities in respect of the Services.

3 DAMAGE TO PERSONS AND PROPERTY AND INSURANCE

3.1 The Contractor shall indemnify and continue to indemnify the City against:

- (a) Loss of or damage to property of the City (including but without limitation to any property under the care and control of the City) or any third party; and
- (b) Claims by any person against the City in respect of personal injury, death or loss of or damage to any property, arising out of or as a consequence of the carrying out of the Services by the Contractor. The Contractor's liability to indemnify the City under this clause shall be reduced proportionally to the extent that the act or omission of the City or employees or agents of the City may have contributed to the loss, damage, death or injury.

SPECIAL PROVISIONS (Cont.)

3.2 Before the Contractor commences performance of the Services, the Contractor shall take out public liability insurance with an insurer approved by the City and upon such terms and conditions as the City requires for the amount specified in the **Contract Information Sheet** which covers the City and the Contractor's liability to the City pursuant to **clause 8.1**.

4 MATERIALS, LABOR AND EQUIPMENT

4.1 The Contractor is responsible for providing, at its own cost, all vehicles, materials, parts, labor, transport, tools, instruments and equipment necessary to complete the Services and its obligations under the Contract. The vehicles, plant and equipment shall comply with all appropriate safety and environmental regulations and shall be maintained in a satisfactory working condition. If the Contractor fails to comply with this provision the City may direct the Contractor to replace any unsatisfactory or unsafe items.

4.2 The Contractor shall perform the Services in every respect to the reasonable satisfaction of the City.

5 COMPLAINTS

5.1 The Contractor shall record all complaints received by it in respect of the Services, and shall also keep a record of any directions received by it from the City's Designated Representative. Upon receipt of any complaint or a direction from the City's Designated Representative, the Contractor shall:

- (a) If the complaint or direction has come from the Park Maintenance Manager, acknowledge it forthwith and take such action as the Manager may require; and
- (b) If a complaint has come from a member of the public, advise the Park Maintenance Manager of the nature of the complaint and the proposed action to resolve the complaint (unless the complaint can be resolved through immediate action).

5.2 If the Park Maintenance Manager is not satisfied with the proposed timeframe or action to be taken by the Contractor in respect of a complaint received from a member of the public, the Park Maintenance Manager may issue a direction to the Contractor regarding the relevant timeframe and/or action to be taken by the Contractor. The Contractor will comply with any such direction and shall advise the Park Maintenance Manager when compliance has occurred.

6 RECORDS AND ACCESS TO RECORDS

6.1 The Contractor shall make and keep accurate records of its work under this contract and of the Services including but not limited to all documents referred to in this Contract, records as to progress of the Services, diary records of daily tasks, manning and equipment records, details of any complaints received and how complaints are actioned, results of the examination and testing of any work or materials, quality assurance records and reports, time records, any consultant's reports and opinions obtained by the Contractor for whatever reason and all necessary supporting expenditure invoices, records and related financial statements whether in writing or stored on any other medium whatsoever.

SPECIAL PROVISIONS (Cont.)

6.2 The City shall have the right to inspect and to copy at any time any record relating to the Contract. In the case of any record stored on a medium other than in writing the Contractor shall make available forthwith upon request such facilities as may be necessary to enable a legible reproduction to be provided to the City. The Contractor shall not be entitled to refuse inspection of any record on any basis whatsoever. The records shall not be destroyed without the written approval of the City.

7 STANDARD OF CARE

7.1 The Contractor warrants that:

- (a) It is skilled in, has expertise in and practices in work similar to the Services; and
- (b) It will carry out the Services in a good, proper and professional manner, in accordance with the provisions of the Contract and to the standard of skill, care, judgment and diligence expected of a competent organization or person carrying out similar services.

7.2 The Contractor shall employ people who are suitably qualified to perform the Services.

7.3 The Contractor acknowledges that the City has relied on these warranties in entering into the Contract and relies on the skill and judgment of the Contractor in carrying out the Services.

8 ASSIGNMENT AND SUBCONTRACTING

8.1 The Contractor shall not, without the prior written approval of the City and except on such terms and conditions as are determined in writing by the City, assign, mortgage, charge or encumber the Contract or any part of it or any benefit, obligation moneys or interest under the Contract.

8.2 The Contractor shall not subcontract any of the Services unless it has the prior approval of the City in writing which approval shall not be unreasonably withheld. The City may require that a subcontract be entered into on such terms and conditions as it sees fit.

8.3 Any approval given by the City under **clause 5.2** shall not relieve the Contractor of any of its obligations under the Contract and the Contractor shall be responsible for and liable to the City for the acts, defaults, and omissions of any of its subcontractors, and any servants, agents or subcontractors of any of its subcontractors, as if they were the acts, defaults or omissions of the Contractor.

8.4 The City may assign its rights, interest and obligations under the contract at any time during the Term.

EXHIBIT 1

BID SHEET

***This agreement may be renewed annually for up to two (2) consecutive terms at the quoted price.**

1. ROUTINE, REGULARLY SCHEDULED SERVICE- monthly cost to provide units and services to locations identified in Exhibit 1:

\$ 80.00

2. Northside Pedestrian Bridge - monthly cost to provide unit and service:

\$ 95.00

3. Additional Service Cleaning Per Unit Cost: \$ 20.00

4. Special Event Service - per day cost to provide unit inclusive of delivery, daily service at event location, and pick up.

Regular Unit/Day \$ 65.00 ADA Unit/day \$ 110.00

5. Company's weekday day and emergency Operational information, hours of operation and phone contacts

Service period	Hours of Operation	# Service Staff Avail.	Contact Phone #
Weekdays	<u>8</u> A.M. to <u>5</u> P.M.	<u>24 hrs (8)</u>	<u>728 - 3533</u>
Weekends	<u>12</u> A.M. to <u>12</u> P.M.	<u>24 hrs (2)</u>	<u>728 - 3533</u>
After Hours/ Emergency	<u>12</u> A.M. to <u>12</u> P.M.	<u>24 hrs (2)</u>	<u>728 - 3533</u>

6. Typical number of units in inventory/available for events

Regular 400 ADA 14

7. Recent Service References:

- a. Name: Janie Haight Company: Grizzly Athletics Phone #:
- b. Name: Mark Edgell Company: Edgell Building Phone #:
- c. Name: Heather Carter Company: Jackson Contractor Phone #:

8. Compliance Acknowledgement: Anders Brooker Run Wild Msla/Msla Marathon

If awarded the service contract, the portable toilet (service provider) will provide services as identified in Exhibit 1 and be able to meet or exceed City standards for delivery, set up, routine and additional service cleanings, emergency response times, and removal as specified in the scope of services.

Signature

Adam B...
Name & Title of Authorized Representative

3/21/14
Date

EXHIBIT 2

SCOPE OF SERVICES

Background: This requirement is for the Parks, Conservation Lands and Recreation Divisions. This contract includes seasonal, year around and special event placement. The schedule and service requirements are more fully described below.

Scope of Service: This requirement includes all labor, containers, chemicals, vehicles and equipment necessary to deliver and pickup portable toilets. The City requires seasonal, year around and permanent service at various parks and city facilities which is more fully described in Exhibit 1.

All units for the Parks, Recreation and Open Space Department shall be new or near new units.

1. **ROUTINE, REGULARLY SCHEDULED SERVICE** – Attachment B reflects the City’s current operational demands of the City and is not a guaranteed amount for a future award.

- a. Monthly Service – shall include delivery of unit, securing unit (as required), service (frequency to be determined at time of order), repair, maintenance and pick-up of unit.
- b. City requests that vendor units placed at the same City site(s) are all the same neutral color (tan/beige)

CONTRACTOR shall remove unit(s) within 24 hours after service once notified to remove.

2. **RESPONSE TIMES**

During normal HOURS OF OPERATION, CONTRACTOR shall respond to all service and billing issues on the same business day.

Outside of the established HOURS OF OPERATION, CONTRACTOR shall respond by noon on the next day.

CONTRACTOR shall have sufficient staff and equipment available for weekend drop off of units, service (including repairs) and retrieval of the units.

CONTRACTOR shall respond to an emergency calls within 2 hours. Emergency response includes the condition of any unit that will cause a threat to the health, safety and well-being of the public and city personnel. Emergency responses may include but is not limited to: upright, cleaning or securing of a tipped over unit.

3. **SPECIAL EVENT RENTAL**

Special Event Rental is defined as a one-time event and when that event lasts for 7 days or less and on an as needed basis only.

Units shall meet all equipment standards established for regular service.

Frequency of pick-ups shall be identified to the CONTRACTOR at time of call in.

Minimum notification to the CONTRACTOR for special event service shall be 1 workday. CONTRACTOR shall remove unit(s) within 24 hours after service is needed.

4. ADDITIONAL SERVICE REQUESTS (CLEANING):

The CONTRACTOR will be required to perform extra cleanings on an **as required basis**. CONTRACTOR shall provide service no later than the next day. CONTRACTOR is required to provide service on Saturday and Sunday as service is needed by the City.

In the event there is a pattern of increase or decrease of service requests, the City and CONTRACTOR may discuss adjusting the regular service schedule.

The City is the only authorized party to request and schedule additional service.

5. CONTAINER CLEANING, REPAIRS and GRAFFITI REMOVAL

Cleaning

CONTRACTOR shall maintain each container in a state that is free of debris and in a clean, functional state. Cleaning will be accomplished by steam cleaning or other preapproved method that eliminates all foreign material and renders the unit completely free from offensive odors and stains. Sufficient amount of paper shall be provided as well as hand sanitizer.

Repairs

Repairs shall correct any deficiencies with a unit to render a completely refurbished container including repainting. Door latches are required to work at all times.

Graffiti Removal

CONTRACTOR shall keep the interior and exterior of units free from graffiti. The City reserves the right to have another container placed if graffiti isn't removed to our satisfaction.

6. MISSED PICK-UPS

Any scheduled pickup that is missed shall be collected within 24 hours of the scheduled pick-up to include any and all overflow around the container, at no additional charge to the City.

7. HOURS OF OPERATION

City shall provide names and contact information for the primary contact. Typical office hours are Monday through Friday, 7:30 a.m. to 3:30 p.m.

CONTRACTOR and each City department shall work on a schedule with specific times the units will be delivered, serviced and retrieved.

8. TURF/LOCATION REQUIREMENTS

a. Parks & Open Space

When delivering or picking up, driver will make every attempt to stay on hard surface areas and not drive through turf areas. When driving through turf areas, driving should be kept at a minimum. Excessive wear and/or damage to turf, irrigation systems or other site amenities will be repaired at the CONTRACTOR's expense.

The City will make every attempt to place portable toilet units on or within 50 ft. of a hard surface. The CONTRACTOR will make every attempt to clean units with a 50 ft. hose so that the service truck can remain on the hard surface while cleaning. When location is near an existing building, units must be at least 20 ft from building.

The CONTRACTOR shall call the City representative and let the City know time for delivery of portable toilet units. The purpose of this request is to evaluate turf conditions. If turf is too wet and turf may be damaged, the City reserves the right to reschedule. CONTRACTOR shall also be aware that if turf conditions are too wet to drive on, then scheduled service should be delayed or rescheduled.

9. TIP OVER PREVENTION PROCEDURE

All units are required to be anchored to prevent from tipping over, unless location provides shelter. CONTRACTOR shall secure units consistent with industry standards.

CONTRACTOR shall comply with all applicable safety rules, regulations and standards.

10. INVOICING

CONTRACTOR shall invoice the City on **a monthly basis** for all regularly, scheduled service. At a minimum, the invoice shall reflect the placement location, the type of unit, quantity and rate. A summary statement will be included with the invoices.

Special events shall be invoiced separately, and not with the monthly service.

11. DELIVERY REQUIREMENTS

Delivery and service is an essential element of this proposal. The successful vendor's failure to meet the delivery schedule, or any other deficiencies that should arise, and given a reasonable length of time to correct said deficiencies, will be cause for termination of the order/contract by issuance of a written notification of cancellation.

The word "delivery" encompasses the actual items totally specified delivered, as appropriate, to include all necessary documentation for acceptance such as invoice, warranty, and any manuals and/or parts books as appropriate.

ATTACHMENT B
LIST OF LOCATIONS FOR ROUTINE, REGULARLY SCHEDULED SERVICES

PARK	Number of units	Unit type	Season	Placement length	Cleaning schedule
44 Ranch -	1	Regular	Spring	6 months	1x/wk
Bonner Park	1	Regular	Fall	1 month	1x/wk
Bonner Park -	1	Regular	Spring	1 month	1x/wk
Duncan Field - 1 unit	1	Regular	Spring - Summer	6 months	1x/wk
Fort Missoula North (SB fields)	2	Regular	Fall	1 month	2x/wk
Fort Missoula North (SB fields)	1	Regular	Spring	1 month	2x/wk
Fort Missoula South (tennis courts)	1	Regular	Spring	1 month	1x/wk
Fort Missoula South (tennis courts)	1	Regular	Spring	1 month	2x/wk
Lafray Park	1	Regular	Spring - Fall	6 months	1x/wk
Maloney Ranch Park	1	Regular	Year	12 months	1x/wk
Marilyn Park - ADA unit	1	ADA	Spring - Fall	6 months	2x/wk
McCormick Park	1	Regular	Spring - Winter	2.5 months	1x/wk
McCormick Park	1	Regular	Spring	1 month	1x/wk
Northside Ball Park	1	Regular	Spring - Summer	5 months	1x/wk
Park Operations - 100 Hickory back of bldg	1	Regular	Spring - Fall	7 months	1x/wk
Pineview Park - ADA	1	ADA	Spring - Fall	6 months	2x/wk
Pineview Park - Reg	1	Regular	Year	12 months	2x/wk
Playfair Park picnic shelter - ADA	1	ADA	Year	12 months	2x/wk
Playfair Park picnic shelter	1	Regular	Spring - Fall	8 months	1x/wk
Playfair Park - by tennis courts 2 units	2	Regular	Spring	1 month	1x/wk
Playfair Park - by tennis courts 2 units	2	Regular	Fall	1 month	1x/wk
Southside Lions Park	1	Regular	Fall	1 month	1x/wk
Southside Lions Park	1	Regular	Spring	1 month	1x/wk
Westside Park	1	Regular	Fall	1 month	1x/wk
Westside Park	1	Regular	Fall	1 month	1x/wk
Whitepine - 1 unit	1	Regular	Spring - Fall	6 months	2x/wk
Additional unit special needs					
Northside Pedestrian Bridge south side of tracks	1	Regular	Year	12 months	1x/wk

Special Events as needed