

City of Scottsbluff, Nebraska

Monday, December 21, 2020

Regular Meeting

Item Reports3

Council to discuss and consider action on the Agreement with Vidal Salazar d/b/a Scotties Potties of Scottsbluff to provide, maintain and service portable toilets within the City and authorize the Mayor to sign the Agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Vidal Salazar doing business as Scotties Potties of Scottsbluff (hereinafter called "Salazar").

1. On December 21, 2020 at its regular City Council Meeting, the CITY accepted as the most responsive and lowest bid from Salazar to provide, maintain and service thirteen (13) portable toilets ("portable toilets").

2. Salazar agrees to provide the portable toilets according to the Request for Sealed Quotes of the CITY and his Proposal for rental of Porta Pottie Units ("Proposal") returned to the City, which are attached hereto, marked as Exhibit "A" and incorporated by this reference.

3. The term of this Agreement shall be for two (2) years, beginning on January 1, 2021 and ending on December 31, 2022.

4. The CITY agrees to pay Salazar the amount of four seventy five dollars (\$475.00) per month for the term of this Agreement, unless the Agreement is terminated earlier by the CITY.

5. Salazar agrees to provide the portable toilets in the number and location as follows:

<u>Number</u>	<u>Location</u>
1	Southeast/Veterans Park
6	Landers Soccer Complex
2	Northwood Park
1	Dog Park Riverside Park
2	Mini Park (Downtown Plaza)
1	Riverside Pond (East Side)

6. Salazar agrees to the following in regard to the portable toilets:

- a. Clean the portable toilets once per week during the term of this Agreement;
- b. Repair and place upright any tipped portable toilets on same day reported;
- c. Replace portable toilets damaged to the point they cannot be used, for example a wall missing or a broken door, on same day as reported.

7. Salazar will install the portable toilets as an independent contractor and not as an employee of the CITY. The CITY will not be responsible for an repair or maintenance of the portable toilets.

8. Salazar agrees to maintain insurance on the portable toilets, including public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the City before Salazar is allowed to place the portable toilets.

9. The Agreement may be terminated by the CITY upon thirty (30) days advance written notice being sent to Salazar at the address of P.O. Box 487, Ogallala, NE 69153.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: _____, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Vidal Salazar d/b/a Scotties Potties
of Scottsbluff

Attest:

City Clerk Seal

Proposal

Page # _____ of _____ pages

Scotties Potties

P.O. Box 487
Ogallala, NE 69153

PROPOSAL SUBMITTED TO:	JOB NAME	JOB #
CITY OF SCOTTSBLUFF, NE	PARKS / REC	41
ADDRESS	JOB LOCATION	
2525 CEDAR ST.	SCOTTSBLUFF NE	
SCOTTSBLUFF NE 69361	DATE	DATE OF PLANS
1232-4136	12/11/2020	TBA
FAX #	ARCHITECT	
	VEDAL SALAZAR	

We hereby submit specifications and estimates for: RENTAL OF 12 PORTA POTTIES UNITS

- RENTALS CLEANED ONCE WEEKLY
- REPAIRS OF STAIN UNIT SAME DAY
- PORTA POTTIES WITH EXTENSIVE DAMAGE WILL BE COVERED BY SCOTTIES POTTIES INSURANCE AND REPLACED.
IE: A WALL MISSING / A BUSTED DOWN MISSING ROOF.



We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of:

\$ ~~MONTHLY~~ MONTHLY \$475.00 Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submittedVEDAL SALAZAR
Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Memo

To: Portable Toilet Vendor
From: Zachary Glaubius, Projects & Planning Coordinator
CC:
Date: 12-02-2020
Re: Portable Toilet Service

The City of Scottsbluff Parks and Recreation Department is asking for sealed quotes; to provide and service portable toilets good for 2 years. Starting January 1, 2021 thru December 31, 2022.

Sealed quotes will be received by the City of Scottsbluff at 2525 Circle Drive, Scottsbluff, NE 69361 until 12:00 PM MST on December 11, 2020. The City will contact the vendors of the results.

The Vendor shall provide costs to provide and service Portable Toilets at the following locations.

<u>Quantity</u>	<u>Location</u>
1	Southeast/Veterans park
6	Landers Soccer Complex
2	Northwood Park
1	Dog Park Riverside Park
2	Mini Park (Downtown Plaza)
1	Riverside Pond (East Side)

Service and Maintenance shall include;

- **State when and how many times the units would be cleaned.**
- **Would the units be cleaned weekly or bi-weekly.**
- **Guarantee on time it would take to repair or replace any damaged units.**

- **Guarantee on time it would take to respond to a tipped over unit.**

If you have questions feel free to contact me:

Email zglaubius@scottsbluff.org

Phone 308-630-6244

Thank you,

Zachary Glaubius, MCRP

Projects & Planning Coordinator