

City of Scottsbluff, Nebraska

Monday, December 19, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on the Agreement with Paradise Pumpers, LLC to provide, maintain and service portable toilets within the City and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

AGREEMENT

This Agreement (“Agreement”) is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called (“City”) and Paradise Pumpers, LLC a Nebraska limited liability company (hereinafter called “Paradise Pumpers”).

1. On December 19, 2022 at its regular City Council Meeting, the City accepted as the most responsive and lowest bid from Paradise Pumpers to provide, maintain and service thirteen (13) portable toilets (“portable toilets”).

2. Paradise Pumpers agrees to provide the portable toilets according to the Request for Sealed Quotes of the City and its Estimate for rental of portable toilets (“Estimate”) returned to the City, which is 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, 2023 and ending on December 31, 2024.

4. The City agrees to pay Paradise Pumpers the amount of six hundred and twenty dollars (\$620.00) per month for the term of this Agreement, unless the Agreement is terminated earlier by the City.

5. Paradise Pumpers 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	18 th Street Plaza
1	Riverside Pond/East Side

6. Paradise Pumpers 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. Paradise Pumpers will install the portable toilets as an independent contractor and not as an employee of the City. The City will not be responsible for any repair or maintenance of the portable toilets.

8. Paradise Pumpers 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 Paradise Pumpers is allowed to place the portable toilets.

9. This Agreement may be terminated by the City upon thirty (30) days advance written notice sent to Paradise Pumpers at the address of 611 West 27th Street, Scottsbluff, NE 69361.

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

DATED: December ____, 2022.

CITY OF SCOTTSBLUFF, NEBRASKA

PARADISE PUMPERS, LLC, a
Nebraska limited liability company

By _____
Mayor

By _____
Wayne Brozek, Member

Attest:

City Clerk Seal



Paradise Pumpers LLC
 2718 Ave G
 Scottsbluff NE 69361
 308-635-9274



Estimate

Date	Estimate #
12/12/2022	10018

Name / Address
City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361

			Project
Description	Qty	Rate	Total
Portable Toilet Monthly Rental for the following locations: • 1 Southeast/Veterans Park • 6 Landers Soccer Complex • 2 Northwood Park • 1 Dog Park – Riverside Park • 2 Mini Park – 18th St. Plaza • 1 Riverside Pond – East Side Service and Maintenance shall include: • State when and how many times the units would be <u>cleaned weekly</u> • Guarantee on time it would take to repair or replace any damaged units (<u>4 hours or less</u>) • Guarantee on time it would take to respond to a tipped over unit (<u>4 hours or less</u>) Sales Tax		620.00	620.00
		7.00%	0.00
Thank you for your business. <i>WB</i>		Total	\$620.00