

PUBLIC RESTROOM ATTENDANT BID CONTRACT

This Independent Contractor Agreement (“AGREEMENT”) is entered into by and between the Town of Nashville (“TOWN”) and the undersigned Independent Contractor (“CONTRACTOR”) on the date and the place set forth below:

WHEREAS, the TOWN has a principal interest in providing public restrooms, located at the following sites in Nashville, Indiana, which are in need of cleaning services:

- a) Village Green Restroom
- b) Old School Way Restroom
- c) Mound Street Restroom

WHEREAS, the CONTRACTOR is ready, willing and able to provide cleaning and other services for the TOWN;

NOW THEREFORE, it is mutually agreed as follows:

1. **Standard of Service:** The CONTRACTOR shall work diligently and use best efforts to service the TOWN in his or her cleaning and care of the public restrooms.
2. **Payment of Services:** The TOWN will pay \$_____ dollars per month to the CONTRACTOR for services rendered to the TOWN as listed herein, retro-active to _____. The TOWN will pay _____ dollars per hour to the CONTRACTOR for any additional services rendered to the TOWN at the Town’s request. (NOT LISTED IN BID CONTRACT).
3. **Duties to be Performed:**
Suggested Summer Schedule:
Memorial Day Weekend through December 26th
9:00 a.m. to 8:00 p.m.

9:00 a.m. Open all restrooms daily. Sweep sidewalks, (blow leaves from sidewalks or remove snow if needed), stock shelves in store room if needed.

12:00 p.m. Check all restrooms. Clean sinks, mirrors, toilets/urinals (if needed), sweep floors, check paper

towel, toilet paper & soap dispensers, (fill if needed), empty trash cans.

2:00 p.m.

Check all restrooms. Clean sinks, mirrors, toilets/urinals (if needed), sweep floors, check paper towel, toilet paper & soap dispensers, (fill if needed), empty trash cans.

4:00 p.m.

Check all restrooms. Clean sinks, mirrors, toilets/urinals (if needed), sweep floors, check paper towel, toilet paper & soap dispensers, (fill if needed), empty trash cans.

6:00 p.m.

Check all restrooms. Clean sinks, mirrors, toilets/urinals (if needed), sweep floors, check paper towel, toilet paper & soap dispensers, (fill if needed), empty trash cans.

8:00 p.m.

Thoroughly clean all restrooms. Disinfect toilets and urinals (inside & out), clean sinks, mirrors, sweep & mop floors, clean walls under all dispensers, clean all dispensers, sanitary dispensers, refill all dispensers (toilet paper, paper towel, toilet seat covers & soap), sanitize baby changing stations, clean walls as needed, empty trash cans, clean trash cans & lids & replace trash bags, empty outside trash cans at all facilities along with cigarette containers, sweep sidewalks at each facility, clean all drinking fountains at all locations, LOCK UP FOR THE NIGHT.

**MONTHLY CLEANING
SCHEDULE:**

Clean all stalls, walls, clean trash cans & lids, clean windowsills, doors, clean all chrome and stainless steel.

**YEARLY CLEANING
SCHEDULE:**

Wash all walls & ceilings, wash down the entire stall structures.

****DURING THE MONTHS OF SEPTEMBER AND OCTOBER**
RESTROOMS ARE TO BE SERVICED EVERY TWO HOURS OF
OPERATION**

**Suggested Winter
Schedule:**

December 26th through February
9:00 a.m. to 5:00 p.m.

**MOUND STREET RESTROOM CLOSED FROM
JANUARY 1 THROUGH FEBRUARY 28.**

March through May
9:00 a.m. to 6:00 p.m.

9:00 a.m. Open all restrooms daily. Clean all sidewalks of snow, ice or other debris, stock shelves in storeroom if needed.

1:00 p.m. Check all restrooms. Clean sinks, mirrors, toilets/urinals (if needed), sweep floors, check paper towel, toilet paper & soap dispensers, (fill if needed), empty trash cans.

6:00 p.m. Thoroughly clean all restrooms. Disinfect toilets and urinals (inside & out), clean sinks, mirrors, sweep & mop floors, clean walls under all dispensers, clean all dispensers, sanitary dispensers, refill all dispensers (toilet paper, paper towel, toilet seat covers & soap), sanitize baby changing stations, clean walls as needed, empty trash cans, clean trash cans & lids & replace trash bags, empty outside trash cans at all facilities along with cigarette containers, sweep sidewalks at each facility, clean all drinking fountains at all locations, **LOCK UP FOR THE NIGHT.**

4. **Holidays:** The restrooms will be closed on Thanksgiving Day, Christmas Day, and New Year's Day.

5. **Cleaning Materials, Equipment and Restroom Supplies:** The CONTRACTOR shall provide all cleaning equipment. The TOWN shall supply the necessary restroom supplies. The CONTRACTOR will need to keep the TOWN informed of the supplies needed. The CONTRACTOR shall provide a list to the office of the Town Administration of any necessary

items no later than Wednesday by 12:00 p.m. (noon) for the following Monday's delivery. Supplies must be pickup from Town Hall by the CONTRACTOR.

6. Liability for Acts of Contractor:

The TOWN shall not be liable for any negligent, reckless or intentional acts or omissions of the CONTRACTOR, nor shall the CONTRACTOR bind or attempt to bind the TOWN in any manner.

7. Contractor's Independent Status:

Nothing herein shall be construed as creating the relationship of employer and employee between the parties, but rather, the CONTRACTOR shall, at all times, be deemed to be an independent contractor and free of any control by the Town in selecting the time or method of work.

8. Maintenance Problems:

The CONTRACTOR shall contact the Town Administration Office (988-5526) about problems. Your primary contact will be the Chief Administrator (cell – 812-322-1855) should an after hour problem develop.

9. Unscheduled Cleaning Duties:

The CONTRACTOR shall be available for unscheduled cleaning duties.

10. Third Party Claim For Loss, Injury or Damage:

The CONTRACTOR shall indemnify and hold the TOWN harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of the CONTRACTOR in rendering services pursuant to this AGREEMENT, including payment of reasonable attorney fees and costs in the defense of any claim made by a third person incident to such negligent reckless or intentional act or omission.

11. Liability Insurance:

The CONTRACTOR shall meet with the Clerk-Treasurer of the Town of Nashville and provide evidence of the proper liability insurance in the amount of \$1,000,000.00 (One Million Dollars) and further name the Town of Nashville, PO Box 446, Nashville, IN 47448 as an additional insured prior to the commencement of the performance of this agreement. Failure to do so will render the AGREEMENT null and void.

12. Term of Agreement:

The term of this AGREEMENT shall commence on its execution and shall terminate upon seven (7) days written notice from one party to the other.

All of which is agreed this ____ day of _____.

CONTRACTOR:

TOWN OF NASHVILLE, INDIANA BY:

Contractor Signature

Town Council President

Town Council Vice-President

Council Member

Council Member

Council Member