

**CITY OF SOUTH JORDAN
GRAMA Record Request
Fax: 801-254-3393**



The following form should be completely filled out and returned to the City Recorder's office. The City is allowed 10 business days in which to respond to your request. Presently, South Jordan City Charges .25¢ per page. The City may assess other fees for records compiled in a form other than that maintained. Research or Services Fee may be charged as provided by Utah Code 63G-2-203.

Requestor's Name: MELISSA SWAGGERTY
 Address: [REDACTED] City: MAGNA
 State: UT Zip: 84044 Daytime Phone: [REDACTED] Fax: _____

In accordance with the **Governmental Records Access Management Act**, I am seeking the following record(s) **specifically described as:**

I WOULD LIKE TO RECIEVE THE RECORDS FOR THE COMPANY WHO WAS AWARDED THE BID
RFP BID 1602-007

which I believe are collected, filed and/or used by the City of South Jordan, 1600 W. Towne Center Drive, South Jordan, Utah 84095 (801) 254-3742.

I would like to view/inspect the record(s).

I would like to receive a copy of the record(s) described above. I understand that the City charges a fee for copies of records and the copies will be provided subject to fees being paid. I authorize cost of up to \$_____. If costs are greater than the amount I have specified, I further understand that the office will contact me and will not respond to a request for copies if I have not authorized adequate costs.

MELISSA SWAGGERTY

 Signature

3.16.16

 Date

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CITY'S RESPONSE TO RECORD REQUEST – FOR OFFICE USE ONLY

APPROVED – Requestor notified on March 22, 20 16

DENIED – Written denial sent on _____, 20 _____

Requestor notified that this office does not maintain record; and, if known, was also notified of name and address of agency that does maintain record on _____, 20 _____

Extension of time for extraordinary circumstances. Required notice sent _____, 20 _____

COPY FEES: \$ 0 If waived, approved by: Candy Valdez

Everyone runs to the Honey Bucket



Strong commitment to the community and the environment

Strong History

Honey Bucket is the leader in portable sanitation and site services in Utah, Washington, Oregon, and Northern California. Honey Bucket started out as a one-man operation servicing local construction sites in 1972 and has grown to over 290 employees and 30,000 portable toilets to become the most recognized name in portable sanitation.

Honey Bucket is an active participant in the Portable Sanitation Association International (PSAI) and is dedicated to being in the forefront of change that improves both the industry and the sanitation problems of the world. In fact, Honey Bucket's leadership have served as board members and presidents of this international organization.



Strong Commitment to the Environment

Honey Bucket is dedicated to the environment, and we strive everyday to do everything we can to ensure that what we use or dispose can be recycled or reclaimed in the proper manner. In fact

- Our toilet paper contains 95% recycled fibers and 60% of the energy required to manufacture it comes from the biomass of the wood product.
- Each standard toilet only requires 5 gallons of water to operate efficiently for up to 250 uses.
- The "blue" additive in our toilets not only eliminates odors but does not harm the environment when disposed of and is the most environmentally safe liquid toilet deodorizer on the market



Event experience

Proud Supplier

Honey Bucket has been the official portable sanitation supplier to many large scale community and highly logistical running and parade events. We have received excellent commendations from the event managers and have been active with many of them for decades.



Event

- Ragnar Relays - UT, WA, CA
- American Fork Half Marathon - UT
- Park City Marathon - UT
- Layton Syracuse Marathon
- Big Cottonwood Marathon
- Sports AM - Salt Lake City, UT
- Extra Mile Racing - Salt Lake City, UT
- Provo City 1/2 Marathon- Provo, UT
- Rivalry Relay - UT



Extra Mile Racing



Satisfaction Guarantee

Pricing Guarantee

We stand behind our service with a Satisfaction Guarantee. At the conclusion of the event we will request a "report card" on our performance and also present to you specific recommendations for improving the portable sanitation for future events. If you are not 100% satisfied with our performance, Honey Bucket will reduce the invoice. We are confident you will not need this guarantee, but it is your assurance that we back-up our service with guaranteed results.



But don't take our word for it ...

I have used Honey Bucket as our provider for the Salt Lake City Marathon. I worked directly with their special events manager, Trevor Inman, a true professional. Each year he and his team had worked diligently throughout the night to provide us with top-notch services. Their equipment is always the most modern and exceptionally clean. Trevor works very closely with me to determine our needs and to ensure our participants receive the utmost satisfaction. I recommend Honey bucket without hesitation and will continue to use them for the future. If you have any specific questions feel free to give me a call.

Race Director
Salt Lake City Marathon

Ragnar Events has had the pleasure of working with Honey Buckets for several years. I can say, unequivocally, that they are the premier portable toilet company in the country. Our company hosts 200 mile, 24+ hour running relays all over the United States, and offering high quality portable toilets are integral to our runners' experience. We've worked with numerous toilet companies throughout the nation, and Honey Buckets is by far the best company we work with. In fact, we work with a number of great vendors, from food to first aid services to traffic control companies; here again, Honey Buckets excels as our premier contractor, period.

Senior Race Director
Ragnar Events, LLC

Many more recommendations are on file.



Utah Special Events

(801) 835-0481

GinaFlynn@honeybucket.com

Oregon

1685 McGilchrist St. SE
Salem, OR 97309-0923
(800) 966-2371

California

104 Avilla Rd.
Pittsburg, California 94565
(800) 325-2371

Utah

2439 South Constitution Blvd.
West Valley City, Utah 84119
(866)-972-3115

Washington

10412 John Bananola Way E
Puyallup, WA 98374
(800) 444-2371

KISS ME DIRTY RACE SERIES

8224 Akers Way, Sandy, Utah 84094

The Kiss Me Dirty Race Series just wanted to send a big THANK YOU for your continued support with our athletic events over the past several years. We're proud to call you our race partners and look forward to your consistent, dependable, and reliably competitive service and support in the future. Please consider this letter our recommendation for your products and services as well. We've found that there are a lot of other providers of portable restroom services around, but it's hard to beat the value and reliability we receive time and time again with Honey Bucket. I'm always confident when we place our order with you that it's going to be onsite on time, and the units are always clean and well maintained. Whether we're increasing or decreasing our needed units last minute, or jumping to meet other requirements, your crew always steps in and makes it work. I'm hard pressed to remember any real issues we've ever had using Honey Bucket. You're that good. Keep up the great work and thanks for all you do to help make our events go as smooth as they can! Best Wishes.

Rob Leishman

Kiss Me Dirty Director

WARP, LLC

801-450-8377



Trevor Inman-Honey Bucket Regional Manager
801-972-3115
trevorinman@honeybucket.com

RE: Response to Request for Proposal
2016 South Jordan Portable Toilets, Hand Sinks and Barricade Fencing

To Whom It May Concern:

Thank you for inviting Honey Bucket to participate in the Request for Proposal for the 2016 South Jordan Events. We are pleased to offer you our reply by February 19, 2016 as requested in said RFP. We do look forward to continuing to be informed of the process and any modifications that may take place related to the project.

Honey Bucket has been pleased to provide service for South Jordan's Country Fest since 2009. Due to our extensive experience with Country Fest we are well versed in South Jordan's needs during the event, both for correct placement of the event restroom rentals as well as measurement and proper placement of all perimeter fence needs.

In addition to our service of Country Fest we are also pleased to note our experience with the SOJO Marathon at its inception in 2009 through 2013 at which time the race was sold to a different director. Due to our history with the race we are very familiar with the course and are well versed in the needs of restroom placement along the route. Honey Bucket is very particular about the needs of marathon runners and planners. We handle very large races and very small races and those in between with the utmost care and concern for quality.

Honey Bucket is passionate about providing the highest quality service in the portable sanitation industry. You will have one point of contact for all of the listed events who can be reached 24/7. In addition we are the only portable sanitation provider who carries a separate event fleet which ensures the restrooms that are delivered to your events are of the highest standard of exterior and interior quality as well as cleanliness.

We have attached documentation of pricing as requested for the RFP along with substantiating documents to support our industry experience in events as well as marathons and races.

We look forward to your reply.

Sincerely,

Trevor Inman
Regional Manager
Honey Bucker



Attn: Gina Flynn
Fax: 801-972-9580
GinaFlynn@honeybucket.com

Phone: 866-972-3115
Cell: 801-835-0481

CONTRACT TO PROVIDE PORTABLE SANITATION SERVICES

This document shall serve as a binding contract between Honey Bucket and (Customer Name)
This contract specifies terms and conditions for the following event.

Event Name/Location South Jordan City Multiple Event and Race Locations

Honey Bucket agrees to provide the following:

Country Fest Carnival

15 Standard Special Event Restrooms
5 Double Sided Sinks
3 ADA
South Jordan City Park
11000 S. Redwood Road
Delivery: 6/1/16
Pick Up": 6/6/16
Service: 6/4/16 10:30AM
Attendant Check: 4PM

\$ 1,287.57

Country Fest Parade

3 Standard Special Event Restrooms
Delivery: 6/6/16
Pick Up: 6/4/16
1 standard restroom-2200 W 11100 S
2 standard restroom- 10700 S Redwood Rd

\$ 212.12

Country Fest- FENCE

650 FT Fence with Stands and Bags
Delivery: 6/1/16
Pick Up": 6/6/16

\$ 756.25

Country Fest Concert

15 Standard Restrooms
3 ADA Restrooms
5 Double Sided Sinks
North City Park
2200 W 10830 S
Delivery 6/3/16
Pick Up:6/6/16

\$ 935.49

SOJO Marathon

48 Standard Restrooms
2 ADA Restrooms
2 Double Sided Sinks
500 Feet Barricade
Multiple Drop Locations
Delivery 10/14/16
Pick Up:10/15/15

\$ 3135.46

Gold Rush 5K

3 Standard Restrooms
SoDa Row
Delivery 3/19/16
Pick Up:3/19/16

\$ 270.00

Glow Run

2 Standard Restrooms
Mulligans Golf and Games
Delivery 7/15/16
Pick Up:7/16/16

\$ 195.00

Rivalry Run

2 Standard Restrooms
Skye Park
2 Standard Restrooms
Callender Square
Delivery 9/10/16
Pick Up:9/10/16

\$ 390.00

Customer agrees that it has the care, custody, and control of equipment owned and/or furnished by Honey Bucket (HB). Therefore, Customer expressly agrees to defend, indemnify and hold harmless HB against any and all claims for loss or damage to property, or injury or death to persons resulting from customer's use, operation, or possession of any equipment furnished by HB. Customer also agrees to reimburse HB for damage to equipment, with the exception of normal wear and tear.

Payment terms shall be as follows: 10th Prox

Additional terms and conditions: If this event shall not happen for any reason, and Honey Bucket is given notice prior to delivery of any equipment, no costs shall be incurred by the customer. **All location documentation (maps) must be received 10 days prior to event delivery date.**

CONTRACT ACCEPTANCE

I have read and I agree to the contract including terms below and on the back of this rental service agreement, which constitutes our entire agreement. There are no oral or other representations not included herein. I acknowledge receipt of a copy of this contract.

Customer Name and/or Company:

Authorized Agent Signature:	Print:	Position:	Date:
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Accepted for Honey Bucket: Gina Flynn	Position: Event Sales Coordinator
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Attn: Gina Flynn
Fax: 801-972-9580
GinaFlynn@honeybucket.com

Phone: 866-972-3115
Cell: 801-835-0481

Units must be located in such a manner that service trucks can drive within 25 feet from servicing position at all times.

AGREEMENT FOR RENTAL AND/OR SERVICE OF PORTABLE SANITATION FACILITIES

1) LESSOR'S OBLIGATIONS

Lessor shall:

- a) Supply units and provide the service frequency agreed. Delivery dates are approximate. Lessor shall have no liability for failure or delay in delivery or failure to notify lessee on any delay or non-delivery.
- b) Provide other additional units and service as requested at current prevailing rates.
- c) Maintain units in good working order under ordinary use. Lessor shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of lessor.
- d) If units are being serviced by lessor, lessee agrees that units will be serviced on scheduled days unless otherwise agreed in writing by lessor and that the cost of such unscheduled services shall be paid by lessee as an addition to the rental cost of the units and will be determined by the current prevailing rates for such service. Lessee agrees that rental and service rates may be increased by lessor from time to time, and lessee agrees to pay said increased rates as shown on invoices/billings.

2) LESSEE'S OBLIGATIONS

Lessee shall:

- a) Pay to lessor the sums due as stated on the invoice/billing statement. Lessee will be billed one month plus any fraction thereof in advance. All amounts due and payable on the 10th of the month for rent and service for the preceding month. Past due accounts will be charged 1 1/2 % delinquent charge per month on the overdue balance.
 - b) Retain absolute and sole control, possession and custody of units and not to remove them from location designated on the front side hereof. If relocated, lessee agrees to pay lessor a moving charge at prevailing rates.
 - c) At lessee's sole expense make units available and accessible for servicing and/or maintenance at ground level during normal business hours without hazard to lessor, its agent, employees, or equipment and permit lessor to locate servicing equipment no more than 25 feet from unit. If lessor is unable to service units due to lessee's failure to make them accessible, lessor is not responsible for damages that accrue therefrom. Lessee agrees to pay for service calls made necessary by such failures and agrees to pay lessor at prevailing rates, for waiting/standby-time when any unit is made inaccessible for service, delivery and/or pick-up. Lessee represents that it has authority to permit lessor to enter upon property upon which the unit is located to permit lessor to service, repair, remove or otherwise act with regard to a unit and agrees to hold lessor harmless from lessor's entry upon such real property for these purposes. Lessee acknowledges that health standards require one unit for each ten (10) men on the site.
 - d) Notify the lessor's office of any desired cancellation of sanitation service and/or use of sanitation units at least five (5) working days prior to such cancellation. Failure to provide such notice will result in a pro-rated charge to fulfill the five (5) day requirement. Lessee is responsible for equipment until it is in the possession of lessor or the completion of the five (5) day notice, whichever comes first.
 - e) Notify lessor immediately and discontinue use of a unit if it becomes unsafe, unsanitary or in disrepair for any reason.
 - f) Not authorize or permit the dumping of materials other than human waste (for example toxic or hazardous substances, chemicals or petroleum products) in the units. In the event such materials are found in a unit, then, at the option of lessor, lessee shall (i) pay lessor, in cash, the price of a new replacement unit or (ii) pay lessor, in cash, all costs and expenses incurred by lessor in disposing of the materials. If lessor elects to have lessee pay the price of a new replacement unit, then upon payment by lessee, this lease shall terminate as to the unit being replaced, title to the unit shall pass to lessee, and lessee shall be responsible for disposal of the materials.
- 3) LESSEE AGREES TO INSPECT THE UNITS WITHIN 24 HOURS AFTER DELIVERY OF THE SAME
- a) Unless lessee shall, within said period of time, give notice to lessor specifying any defect in or other proper objection to a unit, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected the units and acknowledges that the equipment is in good condition and repair and that lessee is satisfied and has accepted the equipment.
- 4) DURATION
- a) The service contract is for the rental month only. No pro-rated adjustments are made for partial monthly use. Unless otherwise agreed in writing, the minimum rental period is four (4) weeks. This provision does not apply to rental of units without service.
- 5) DAMAGED OR LOST UNITS: INDEMNITY
- a) Lessee agrees to provide necessary inspection and upkeep of units during term hereof and assumes and shall bear entire risk of loss and damage to units from any and every cause whatsoever. No loss or damage to units or any part thereof shall impair any obligation of lessee under this agreement, and it shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to a unit, at the option of lessor, the lessee shall: (i) pay lessor, in cash, to cause repairs to be made; (ii) if a unit is determined by lessor to be lost, stolen, destroyed or damaged beyond reasonable repair, pay lessor the money necessary to replace the unit. Once such payment has been made, this agreement shall terminate with respect to such unit.
- d) Unless lessee accepts the damage waiver option of this agreement, lessee shall keep the units insured against all risks or damage from every cause whatsoever for not less than the full replacement value. Damage liability waiver does not relieve lessee of its obligations under (e) below.
 - e) Lessee shall carry public liability insurance covering units, which insurance shall be in joint names of lessee and lessor, lessee shall pay premiums and deliver proof of such insurance to lessor. In event of failure of lessee to procure or maintain said insurance, lessor shall have the right but is not obligated to obtain such insurance and if done, lessee agrees to pay lessor, with its next rental payment, the money that lessor has paid for such insurance.
 - f) Lessee shall indemnify and defend lessor against and hold lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees which: (i) relates to damage or destruction of units or bodily injury, illness, sickness, disease, or the death of any person (including employees of lessee), and (ii) are caused or claimed to be caused in whole or in part by the units or any part thereof or by the liability or conduct (including active, passive, primary or secondary) of lessor, its agents or employees, or any one for whose acts any of them may be liable. Lessee and lessor agree that lessor shall be liable only for actions of willful misconduct.
- 6) DEFAULT
- a) If lessee fails to pay rent of any other amount herein provided or if lessee fails to observe, keep or perform any other provision, condition or obligation of this agreement required to be so observed, kept, performed, or maintained by lessee, lessee shall be in default of its obligations under this agreement and lessor shall have the exclusive right to any one or more of the following remedies: (i) to take possession of any or all of the units rented hereby, without demand or notice, wherever located, without any court order or other process of law, and lessee hereby waives any and all damages occasioned by such taking of possession and agrees not to prohibit or impede lessor's access, claim or ability to repossess, reclaim or retake said equipment. Any such taking of possession shall not constitute a termination of this rental agreement as to any other units not reclaimed or retaken by lessor; (ii) to declare the entire amount of rent hereunder immediately due and payable without further notice or demand to lessee; (iii) to sue for and recover all rents and other payments then accrued or thereafter accruing with respect to any or all of the units or the servicing of the same; (iv) to terminate this agreement as to any and all units and/or servicing obligations, and (v) to pursue any other remedy at law or in equity. In any suit or action for enforcement of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
 - b) Notwithstanding any of the foregoing, lessee shall be and remain liable for full performance of its obligations under this agreement and all remedies of lessor are cumulative and may be exercised concurrently or separately.
- 7) NON-WAIVER
- a) No provision of this contract shall be waived, except by written consent of lessor. Failure of lessor to enforce any provision shall not be deemed as a waiver of the provision. Acceptance of the returned units shall not waive any claims by lessor against the lessee.
- 8) ASSIGNMENT
- a) Lessee shall not assign, pledge, transfer, hypothecate this agreement, any unit or part thereof, or any interest therein, nor sublet or lend a unit or a part thereof.
- 9) SEVERABILITY
- a) The provisions of this agreement shall be severable so that the invalidity or unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 10) LIMITATIONS OF WARRANTIES
- a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSOR MAKES NO WARRANTIES AND LESSOR SHALL NOT BY VIRTUE OF RENTING UNITS OR PROVIDING SERVICE BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION THEREOF AS OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP.
- 11) PERSONAL PROPERTY
- a) Each unit rented hereunder is and shall at all times be and remain personal property notwithstanding whether it rests upon or becomes embedded in or upon real property or any building or whether attached thereto in any manner. Lessee agrees it shall not at any time affix or attach a unit to a building or real property.
- 12) MISCELLANEOUS PROVISIONS
- a) This agreement shall be governed in all respects by the laws of the State of Washington.
This agreement constitutes the entire agreement between lessor and lessee and shall not be amended, altered or changed except by written agreement signed by lessor and lessee.
Time is of the essence of the agreement and each and all of its provisions.
- 13) REGULATORY UNIFORMITY
- a) Customer shall request sufficient units to be in compliance with all applicable laws and regulations including but not limited to OSHA and Washington Industrial Safety and Health Act (W.A.C. 296-155-140) and request delivery and service of sufficient units for the locations, so as not to

- b) Lessor and lessee agree that lessee shall not be responsible to repair a unit for ordinary wear and tear, but agree that "graffiti" and/or markings of any nature upon or within a unit is not reasonable wear and tear and is damage for which lessee is responsible.
- c) Lessee agrees to immediately notify lessor of any damage to a unit and once any such damage has occurred, lessee hereby assumes the obligation and liability to others for any and all damage and injury which may be caused to others by virtue of such unit and/or the damage thereto. Lessee's obligation shall terminate once lessor has removed or otherwise taken control over such unit.

over tax the units design capacities. W.A.C. 296-155-140 requires at least one unit for every ten (10) persons regularly on the location.

September 10, 2015

Ron Inman
Honey Buckets
PO Box 73399
Puyallup, WA 98373

Dear Ron,

Thanks again for another great year! We have had the privilege of working with you guys for 9 year now, beginning in 2007 in Washington State. We've been excited every time you move into a new market where we have a race! We love the professionalism. Who would have expected such high service from a toilet company? Honestly, we didn't at first, and then we met you guys, you set a whole new bar for all other toilet companies to live up to.

I thought I'd compile a list of some of the reasons we love working with you guys:

- Timely with the service and you go the extra mile, you work with us to meet our requests that don't always work within an ideal schedule.
- You have great customer service.
- The portable toilets are actually clean. We hear that comment at races all the time!
- Prior to the event, you provide recommendations on layouts and number of toilets, we may not always go with your suggestions but we do value the opinion.
- Post race you provide us with pictures and help us understand what you and runners may have experienced during the race that we may or may not have experienced.
- You compile toilet usage reports and share the information with us after the event.
- You are just generally great guys!

Over the years we have had so many compliments on how wonderful the toilets were. We even had people tell us that Honey Buckets was the 'Rolls-Royce' of toilet companies. We second that, hands down.

Keep up the good work guys! Thanks again for all your hard work. You definitely made our event memorable.

The Ragnar Team

Cassie Kruger

DA

John

Julia Bullard

Kyle Sedy

Rachel Fitzgerald



RAGNAR RELAY
12 South 400 West, 2nd Floor
Salt Lake City, Utah 84101
TOLL FREE: (877) 89-RELAY
OFFICE: (801) 499-5024
FAX: (801) 499-5023
RAGNARRELAY.COM



Big Cottonwood MARATHON & HALF

To Whom It May Concern,

January 21, 2014

As any good Race Director knows, logistical contributions made by partnering vendors can make or break a race. The three things that I always look for in a partnering vendor are high-level customer service, dependability, and good pricing. The team at Honey Buckets has stood out among all the different vendors that we use as the exemplary partner.

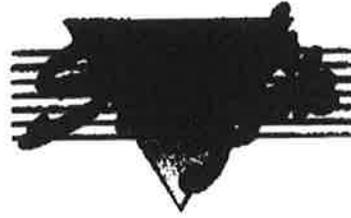
From the beginning, Honey Buckets showed its willingness to ensure that things were done the right way. They have responded to the many changes we have had to make as we have adjusted our plans. Additionally, they offer to drive the course with us to plan out exact drop locations and go through other logistical matters. While other vendors require constant reminders and arm-twisting, Honey Buckets provides this level of service willingly.

Because the lines of communication are always open, I have never worried about Honey Buckets following through and making things happen exactly the way we have planned them. In addition, all of this comes at a price that is competitive with, if not below, that of other porta-potty options we have looked into.

I highly recommend Honey Buckets to anyone who may be seeking porta-potty services for their events. Their experience, customer service, dependability, and pricing are, in my experience, unmatched by anyone else in the industry.

Sincerely,

Josh Rohatinsky, Race Director
Big Cottonwood Marathon & Half



To Whom It May Concern:

I would like to express might appreciation for the service that Spanish Fork City received from Honey Buckets. This was the first year that we bid out our restrooms for the events that we have. From the very first I was very please with the service that I received from Brooke Beerkircher. Then when we got the first service from Trevor Inman and I knew that we made the right decesion to go with Honey Buckets. But the best came when I received a letter after the events telling us that we didn't need certain restrooms because of the use that they received. This made me think of how good this company really was that they would recommend less restroom. Knowing that it would cut into there profit. Thank you very much for your loyalty to your customers. Brooke, Trevor and the person that delivered to our Kite Festival should be complimented on a job well done.

Steven Money

Handwritten signature of Steven Money

Special Events Coordinator
Spanish Fork City