



CONTRACT RENEWAL

#5929-26-KN

Date: May 27, 2026

Supplier: Redi Services, LLC

Project: 2nd Year Contract Renewal – Portable Toilets

Congratulations, you have been awarded the 2nd year renewal option for contract #5929-26-KN **Portable Toilets**, dated May 19, 2026.

The Firm shall provide to City of Grand Junction the products set forth in the Contract Documents dated January 31, 2024, for Solicitation No. IFB-5334-23-KH for Portable Toilets, for the rate amounts listed below. This renewal shall cover the entire 2026 calendar year.

Location / Description	# of Units	# of Months / Term	Monthly Rate / Charge	Service Frequency / Unit
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Standard	12	\$105.00	Once/Week
	2 Standard	Seasonal	\$210.00	Once/Week
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	8 Standard	8 days	\$3840.00 (Total, Not monthly rate)	Every Day
	2 ADA	8 days	\$1200.00 (Total, Not monthly rate)	Every Day
Matchett Park 28 1/4 Road and F Road Grand Junction, CO	1 Standard	12	\$210.00	Twice/Week
	1 ADA	12	\$345.00	Twice/Week
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Standard	12	\$210.00	Twice/Week
	1 ADA	12	\$345.00	Twice/Week
Lincoln Park 1340 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$315.00	Three/Week
	1 ADA	12	\$517.50	Three/Week
Columbine Park 546 28 1/4 Road Grand Junction, CO	2 Standard	12	\$630.00	Three/Week
Duckpond Park	1 Standard	12	\$210.00	Twice/Week

Location / Description	# of Units	# of Months / Term	Monthly Rate / Charge	Service Frequency / Unit
415 Santa Clara Avenue Grand Junction, CO				
Eagle Rim Park 2736 Cheyenne DriveGrand Junction, CO	1 Standard	12	\$210.00	Twice/Week
Emerson Park 301 South 10th S Grand Junction, CO	1 Standard	12	\$315.00	Three/Week
Hawthorne Park 400 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$315.00	Three/Week
Riverside Park 675 W Colorado Avenue Grand Junction, CO	1 Standard	12	\$210.00	Twice/Week
Rocket Park 1827 N 26th Street Grand Junction, CO	1 Standard	12	\$210.00	Twice/Week
Sherwood Park 200 Glenwood Avenue Grand Junction, CO	1 Standard	12	\$315.00	Three/Week
West Lake Park 125 W Orchard Avenue Grand Junction, CO	1 Standard	12	\$210.00	Twice/Week
S Broadway & Monument Road	1 Standard	12	\$210.00	Twice/Week
River Road & 25 Road - (Blue Heron Trailhead)	1 Standard	12	\$210.00	Twice/Week
River Road and Rail Head Circle	1 Standard	12	\$210.00	Once/Week
<i>Temporarily removed for construction on site</i>				
Grand Junction Cemetery	1 Standard	12	\$210.00	Twice/Week
29 Road & River Front Parking	1 Standard	12	\$210.00	Once/Week

Item / Description	Billing Unit	Price
Additional service per week for standard unit (price per location)	Per Month	\$105.00
Additional service per week for ADA unit (price per location)	Per Month	\$172.50
Additional Unit (price per each standard unit for one or more additional units)	Per Month	\$210.00
Additional Unit (price per each ADA unit for one or more additional units)	Per Month	\$345.00
Labor charge for repair to damaged units	Per Hour	\$100.00

Item / Description	Billing Unit	Price
Replacement charge for damaged standard unit	Each	\$980.00
Replacement charge for damaged handicap unit	Each	\$2,640.00
Additional per call service charge for service required outside of services described in Scope of Work, Section 3	Each	\$25.00

Please notify Cody Wright, Parks Maintenance Supervisor at 970-254-3868, or via E-mail codyw@gjcity.org for services and **return to the Purchasing Division your Proof of Insurance Certificate.**

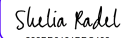
CITY OF GRAND JUNCTION, COLORADO

Signed by:

C200F0310F03103...
 Kassy Nelson, Buyer

SUPPLIER ACKNOWLEDGEMENT
 Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Redi Services, LLC

By: Signed by:
 Shelia Radel

Title: Area Manager

Date: 6/2/2026



CONTRACT RENEWAL

#5590-25-KN

Date: February 5, 2025

Supplier: Redi Services, LLC

Project: 1st Year Contract Renewal – Portable Toilets

Congratulations, you have been awarded the 1st year renewal option for contract #5590-25-KN **Portable Toilets**, dated February 5, 2025.

The Firm shall provide to City of Grand Junction the products set forth in the Contract Documents dated January 31, 2024, for Solicitation No. IFB-5334-23-KH for Portable Toilets, for the rate amounts listed below. This renewal shall cover the entire 2025 calendar year.

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total (for the # of months requested)
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Standard	12	\$ 105.00	Once/Week	\$ 1260.00
	2 Standard	Seasonal	\$ 210.00	Once/Week	\$ —
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	8 Standard	8 days	N/A	Every Day	\$ 3840.00
	2 ADA			Every Day	\$ 1200.00
Matchett Park 28 1/4 Road and F Road Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
	1 ADA		\$ 345.00	Twice/Week	\$ 4140.00
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
	1 ADA		\$ 345.00	Twice/Week	\$ 4140.00
Lincoln Park 1340 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
	1 ADA		\$ 345.00	Twice/Week	\$ 4140.00
Columbine Park 546 28 1/4 Road Grand Junction, CO	2 Standard	12	\$ 420.0	Twice/Week	\$ 5040.00
Duckpond Park 415 Santa Clara Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Eagle Rim Park 2736 Cheyenne Drive Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00

Emerson Park 301 South 10th S Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Hawthorne Park 400 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Riverside Park 675 W Colorado Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Rocket Park 1827 N 26th Street Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Sherwood Park 200 Glenwood Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.0</u>
West Lake Park 125 W Orchard Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Additional Unit (price per each standard unit for one or more additional units)		Per Month		\$ <u>210.00</u>	
Additional Unit (price per each ADA unit for one or more additional units)		Per Month		\$ <u>345.00</u>	
Labor charge for repair to damaged units		Per Hour		\$ <u>100.00</u>	
Replacement charge for damaged standard unit		Each		\$ <u>980.00</u>	
Replacement charge for damaged handicap unit		Each		\$ <u>2640.00</u>	
Additional per call service charge for service required outside of services described in Scope of Work, Section 3		Each		\$ <u>25.00</u>	

Please notify Cody Wright, Parks Maintenance Supervisor at 970-254-3868, or via E-mail codyw@gjcity.org for services and **return to the Purchasing Division your Proof of Insurance Certificate.**

CITY OF GRAND JUNCTION, COLORADO

Signed by:
Kassy Nelson

Kassy Nelson, Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Redi Services, LLC

By: *Shelia Radel* Shelia Radel

Title: Area Manager

Date: 2/10/2025



Purchase Order
No. 2024-00000068

DATE 02/13/2024

Ph. (970) 244-1546

Fax

Ship To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO.8940
Redi Services LLC
ACH
PO Box 310
Lyman, WY 82937

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Kassandra Hackett
Buyer Email: kassyh@gjcity.org

Award for IFB-5334-23-KH.

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	CONTRACT SERVICES - Portable Toilet and Handwashing Stations 100-710-385-380.7410 - Contract Svcs 51,480.00	51,480.0000	\$51,480.00
PURCHASE ORDER TOTAL				\$51,480.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Send invoices to allisonl@gjcity.org.

By: 



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 31st day of January, 2024 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Redi Services, LLC** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Portable Toilets IFB-5334-23-KH**.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a) The body of this contract agreement
- b) Solicitation Documents for the Project; **Portable Toilets IFB-5334-23-KH**;
- c) Contractors Response to the Solicitation
- d) Work Change Requests (directing that changed work be performed);
- e) Field Orders;
- f) Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the **rate amounts as stated in Firm's submitted bid. Additional expenses may be incurred for replacement or repair of toilets.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total (for the # of months requested)
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Standard	12	\$ <u>105.00</u>	Once/Week	\$ <u>1260.00</u>
	2 Standard	Seasonal	\$ <u>210.00</u>	Once/Week	\$ <u>—</u>
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	8 Standard	8 days	N/A	Every Day	\$ <u>3840.00</u>
	2 ADA			Every Day	\$ <u>1200.00</u>
Matchett Park 28 1/4 Road and F Road Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Lincoln Park 1340 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Columbine Park 546 28 ¼ Road Grand Junction, CO	2 Standard	12	\$ <u>420.0</u>	Twice/Week	\$ <u>5040.00</u>

Duckpond Park 415 Santa Clara Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Eagle Rim Park 2736 Cheyenne Drive Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Emerson Park 301 South 10th S Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Hawthorne Park 400 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Riverside Park 675 W Colorado Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Rocket Park 1827 N 26th Street Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00
Sherwood Park 200 Glenwood Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.0
West Lake Park 125 W Orchard Avenue Grand Junction, CO	1 Standard	12	\$ 210.00	Twice/Week	\$ 2520.00

Additional expenses may be incurred for the following services:

Additional Unit (price per each standard unit for one or more additional units)	Per Month	\$ 210.00
Additional Unit (price per each ADA unit for one or more additional units)	Per Month	\$ 345.00
Labor charge for repair to damaged units	Per Hour	\$100.00
Replacement charge for damaged standard unit	Each	\$980.00
Replacement charge for damaged handicap unit	Each	\$ 2640.00
Additional per call service charge for service required outside of services described in Scope of Work, Section 3	Each	\$25.00

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or

in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Amendment to Solicitation Document: Section 3.2.7. of the solicitation document shall be amended as follows: “The Firm shall provide a per unit rate to replace damaged units”

ARTICLE 7

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

City of Grand Junction, Colorado

DocuSigned by:
By: Duane Hoff Jr. 2/12/2024
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator Date

Redi Services LLC

DocuSigned by:
By: Shelia Radel 2/12/2024
293BD0191BDC403...
Shelia Radel Date
Area Manager



Purchasing Division

Invitation for Bid

IFB-5334-23-KH

Portable Toilets

Responses Due:

December 5, 2023, prior to 2:00 PM Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-
Purchasing www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

Phone (970) 244-1546

NOTE: Solicitation opening will be held virtually.
See Section 1.7 for details.

Invitation for Bids

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Specifications and Special Conditions & Provisions
Section 4	Firm's Bid Form
Section 5	Price Bid Schedule

1. Instructions to Bidders

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

- 1.1. A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2. Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent assigned to the project or Purchasing Division. Other communication may result in disqualification.

- 1.3. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Portable Toilet Services for the City of Grand Junction Parks and Recreation Division. All specifications and scope of work should be verified by Bidders prior to submission of bids.
- 1.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5. Compliance:** All Firms, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Firm(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

- 1.6. **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.7. **Submission:** ***Each bid shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado).*** ***This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.*** ***(Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, Portable Toilets IFB-5334-23-KH
Dec 5, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/200404813>

You can also dial in using your phone.
Access Code: 200-404-813
United States: +1 (571) 317-3122
- One-touch: tel:+15713173122,,200404813#

Join from a video-conferencing room or system.
Meeting ID: 200-404-813
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 200404813@67.217.95.2 or 67.217.95.2##200404813

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.8. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.

A bid must be firm and valid for award and may not be withdrawn or cancelled by the Firm for sixty (60) days following the submittal deadline date, and only prior to award.

- 1.9. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the bidder.

The Firm shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule

provides a choice to be made by the Firm, Firm's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Firm's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Firm's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

1.10. Exclusions: No oral, telephonic, emailed, or facsimile bid will be considered

1.11. Contract Documents: The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.

1.12. Examination of Specifications: Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Firm shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;

- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16. Sales and Use Taxes:** The Firm and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.17. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Firm taking exception to the specifications does so at the Firm's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Firm must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Firm has not taken exceptions, and if awarded a Contract shall hold the Firm responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.19. Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future bids for the same service or commodities for participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner,

upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project bid upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.21. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

1.22. Public Opening: Bids shall be opened in a virtual meeting immediately following the bid deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) will be disclosed.

2. General Contract Conditions

2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, Work and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It's not to be used on any other project.

- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 2.4. Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Firm's expense.
- 2.6. Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest's provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

2.7. Indemnification: Firm shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, sub-Firm or supplier in the execution of, or performance under, any Contract which may result from bid award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.

2.8. Miscellaneous Conditions: Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.

2.9. Time: The Contract Time is the period of time allotted in the Contract Documents for completion of product/material receipt. The date of commencement of the Contract is the date established in the Contract Documents.

- 2.10. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of Work in the applicable community. The Work to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.11. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect itself from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.14. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.15. Compliance with Laws:** Responses must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Service(s) for and on behalf of the public. Firm hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.16. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after Contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Firm, agrees to:
- 2.19.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, that the Firm is an Equal Opportunity Employer.
- 2.19.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ Service(s)er without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.22. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Work from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.24. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.25. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Service(s)ers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Firm to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.29. Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.30. Governing Law:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Solicitation are the responsibility of the Firm and cannot be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.34. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions, and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place its own awards on its respective Contract/Purchase Orders through its Purchasing Office or use its Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate its specific delivery and invoicing instructions.
- 2.35. Definitions:**
- 2.35.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.35.2.** "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative. Based on such observations and the Firm's Application for Payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will

have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can be then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm, and sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

2.35.3. "Firm" is the person, organization, firm, or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

2.35.4. "Sub-Contractor" is a person or organization who has a direct Contract with the Firm to perform any of the work at the site. The term sub-contractor is referred to throughout the Contract documents and means a sub-contractor or its authorized representative.

3. Specifications and Special Conditions & Provisions

3.1. General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Portable Toilet Services for the City of Grand Junction Parks and Recreation Division. All requirements and scope of work should be verified by Bidders prior to submission of bids.

3.2. Scope of Work:

3.2.1. Firm shall provide and install portable toilets (hereinafter "units") to be distributed as directed among various locations as noted in Section 4, Bid Form.

3.2.2. All units shall be serviced as directed on Bid Form. Service is to include emptying, cleaning of unit, and replenishing supplies, i.e., toilet paper, hand sanitizer, etc.

3.2.3. As usage dictates, additional cleaning may be required.

3.2.4. Cancellation of service and removal of toilet unit(s) shall be requested in the manner specified by the bidder on the Bid Form. When notification is provided prior to the end of the rental period, and pick-up exceed the rental period, the City will not be held responsible for additional rental charges.

3.2.5. All toilet units shall be clean, free of graffiti, and in good working order. Good working order shall include working door hinges, locks and door latches. Venting tubes, louvers and/or screens shall be properly secured

to the units with no signs of holes or breakage. Interior railings, toilet seats, side urinals and toilet paper holders are to be firmly attached. The fiberglass or plastic shells are to be securely attached to their bases, and handicapped ramps are to be solidly attached to the units. No holes, cracks, large bubbles in the fiberglass, breaks, peeling paint, broken hardware, or cracked/missing toilet seats shall be acceptable. All units at any one location shall be the same color.

- 3.2.6.** Labor charges for repair of damaged units that were installed by the Contractor shall also include call out to reset units that may have fallen or been tipped over. With the exception of units damaged by fire, the Firm shall make any necessary repairs to the units installed by the Contract at no additional cost to the City.
- 3.2.7.** The Firm shall provide a per unit rate to replace damaged units. This cost shall not include replacement of units damaged by fire or replacement of unanchored units as described in Section 3.3.6 above.
- 3.2.8.** Delivery of any unit shall be made at destination within two (2) calendar days after receipt of order for routine calls, and service response shall be made at destination with twenty-four (24) hours after receipt of order for non-routine calls.
- 3.2.9.** Removal of all units shall be done within two (2) calendar days after notification.
- 3.2.10.** Hand sanitizers shall be made available on all units and shall be included in the bid price.

3.3. Special Conditions & Provisions:

- 3.3.1. Non-Exclusive:** This contract will be non-exclusive. The City may, at its sole discretion, contract with other entities for work similar to this contract. Firm may contract to perform similar work for others and is not expected to work exclusively for the City.

3.3.2. Questions Regarding Solicitation Process/Scope of Work:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

- 3.3.3. Project Manager:** The Project Manager for the Project is Steve Linsley, who can be reached at (970) 254-3868. After Award, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Parks & Recreation Department

Attn: Cody Wright, Project Manager
2529 High Country Court
Grand Junction, CO 81501

- 3.3.4. Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. After Award, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

- 3.3.5. Estimated Quantities / Frequency:** The quantities indicated in this Invitation for Bid are estimates that pertain to the total quantities and frequency of work that may be throughout the stated Contract period. Variation of quantities/ frequency of work may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

- 3.3.6. Minimum Order Quantities:** The bidder shall not establish a minimum order quantity for items under contract.

- 3.3.7. Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 3.3.8. Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no

other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.12. Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

3.3.13. Payment/Invoice: Invoices shall be submitted to the City of Grand Junction, Parks and Recreation, 2529 High Country Court, Grand Junction, CO 81501 and shall reference: the Purchase Order number, the name of the agency and the date.

***NOTE:** Payment may be delayed if the above information is omitted from any submitted invoice*

3.3.14. Contract Period: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties. This is not an exclusive contract as some special events have sponsorships that could include portable toilets.

3.4. Firm's Bid Documents: For Firm's convenience, the following is a list of forms/items to be submitted with the Firm's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Firm's responsibility to ensure all forms/items are submitted.

- Firm's Bid Form
- Price Bid Schedule

3.5. IFB Tentative Time Schedule:

- | | |
|--|-------------------|
| • Invitation for Bids available | November 14, 2023 |
| • Inquiry deadline, no questions after this date | November 27, 2023 |
| • Addendum issued, if needed | November 28, 2023 |
| • Response Deadline | December 5, 2023 |
| • Contract executed | December 8, 2023 |

4. Firm's Bid Form

Bid Date: _____

Project: IFB-5334-23-KH Portable Toilets

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ Address _____

City _____ State _____ Zip _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

5. Price Bid Schedule: IFB-5334-22-KH Portable Toilets

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total (for the # of months requested)
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Standard	12	\$_____	Once/Week	\$_____
	2 Standard	Seasonal	\$_____	Once/Week	\$_____
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	8 Standard	8 days	N/A	Every Day	\$_____
	2 ADA			Every Day	\$_____
Matchett Park 28 1/4 Road and F Road Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
	1 ADA		\$_____	Twice/Week	\$_____
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
	1 ADA		\$_____	Twice/Week	\$_____
Lincoln Park 1340 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
	1 ADA		\$_____	Twice/Week	\$_____
Columbine Park 546 28 ¼ Road Grand Junction, CO	2 Standard	12	\$_____	Twice/Week	\$_____
Duckpond Park 415 Santa Clara Avenue Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
Eagle Rim Park 2736 Cheyenne Drive Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
Emerson Park 301 South 10th S Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
Hawthorne Park 400 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
Riverside Park 675 W Colorado Avenue Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____
Rocket Park 1827 N 26th Street Grand Junction, CO	1 Standard	12	\$_____	Twice/Week	\$_____

Sherwood Park 200 Glenwood Avenue Grand Junction, CO	1 Standard	12	\$ _____	Twice/Week	\$ _____
West Lake Park 125 W Orchard Avenue Grand Junction, CO	1 Standard	12	\$ _____	Twice/Week	\$ _____
Additional Unit (price per each standard unit for one or more additional units)	Per Month			\$ _____	
Additional Unit (price per each ADA unit for one or more additional units)	Per Month			\$ _____	
Labor charge for repair to damaged units	Per Hour			\$ _____	
Replacement charge for damaged standard unit	Each			\$ _____	
Replacement charge for damaged handicap unit	Each			\$ _____	
Additional per call service charge for service required outside of services described in Scope of Work, Section 3	Each			\$ _____	

Bid Date: 11-30-23 4. **Firm's Bid Form**

Project: IFB-5334-23-KH Portable Toilets

Bidding Company: Redi Services, LLC

Name of Authorized Agent: Shelia Radel

Email sradel@rediusa.com

Telephone 970-625-0233

Address 2143 Airport Road

City Rifle State CO Zip 81650

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 0.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Redi Services, LLC

Authorized Signature: Shelia Radel

Title: Area Manager

5. Price Bid Schedule: IFB-5334-22-KH Portable Toilets

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total (for the # of months requested)
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Standard	12	\$ <u>105.00</u>	Once/Week	\$ <u>1260.00</u>
	2 Standard	Seasonal	\$ <u>210.00</u>	Once/Week	\$ <u>—</u>
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	8 Standard	8 days	N/A	Every Day	\$ <u>3840.00</u>
	2 ADA			Every Day	\$ <u>1200.00</u>
Matchett Park 28 1/4 Road and F Road Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Lincoln Park 1340 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
	1 ADA		\$ <u>345.00</u>	Twice/Week	\$ <u>4140.00</u>
Columbine Park 546 28 ¼ Road Grand Junction, CO	2 Standard	12	\$ <u>420.0</u>	Twice/Week	\$ <u>5040.00</u>
Duckpond Park 415 Santa Clara Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Eagle Rim Park 2736 Cheyenne Drive Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Emerson Park 301 South 10th S Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Hawthorne Park 400 Gunnison Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Riverside Park 675 W Colorado Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Rocket Park 1827 N 26th Street Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>

Sherwood Park 200 Glenwood Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.0</u>
West Lake Park 125 W Orchard Avenue Grand Junction, CO	1 Standard	12	\$ <u>210.00</u>	Twice/Week	\$ <u>2520.00</u>
Additional Unit (price per each standard unit for one or more additional units)		Per Month		\$ <u>210.00</u>	
Additional Unit (price per each ADA unit for one or more additional units)		Per Month		\$ <u>345.00</u>	
Labor charge for repair to damaged units		Per Hour		\$ <u>100.00</u>	
Replacement charge for damaged standard unit		Each		\$ <u>980.00</u>	
Replacement charge for damaged handicap unit		Each		\$ <u>2640.00</u>	
Additional per call service charge for service required outside of services described in Scope of Work, Section 3		Each		\$ <u>25.00</u>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Dr. Suite 200 Salt Lake City UT 84047		CONTACT NAME: Christi Basden, CIC, CISR PHONE (A/C, No, Ext): 801-924-1400 E-MAIL ADDRESS: Christi_Basden@ajg.com		FAX (A/C, No): 801-924-1441
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Berkley National Insurance Company		38911
		INSURER C: Scottsdale Insurance Company		41297
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1510760636

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		GLO0381511-08	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BAP0381512-08	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			XNS0011250	7/1/2023	7/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC0381510-08	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment			MNP1035112-	7/1/2023	7/1/2024	Limit \$500,000
C	Sudden Accidental Pollution			ENS0010715	7/1/2023	7/1/2024	Limit \$1MIL/\$2MIL
B	Motor Truck Cargo			MNP1035112-	7/1/2023	7/1/2024	Limit \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance subject to the terms and conditions of the policy.

City of Grand Junction, its officers and employees are Additional Insured with respect to General Liability and Auto Liability. Coverage is primary and non-contributory as long as no other insurance applies.

CERTIFICATE HOLDER

CANCELLATION

 City of Grand Junction
 250 N. 5th Street
 Grand Junction CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP038151208	07/01/2023	07/01/2024	07/01/2023		INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO038151108

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.