



AWARD EXTENSION-4956-21-SH

October 5, 2021

Mr. Craig Abernathy
 Redi Services, LLC
 2143 Airport Road
 Rifle, CO 81650

SOLICITATION DESCRIPTION: THIRD AND FINAL ANNUAL EXTENSION FOR IFB-4561-18-SH PORTABLE TOILETS

Dear Mr. Abernathy,

You are hereby notified that your firm's contract to provide installation and service of portable toilets has been extended for one year from **October 19, 2021 to October 19, 2022.**

The contract price will remain as follows:

DIXSON Park - 2 Regular per MONTH	\$130.00
DIXSON Park - 2 Regular per TOTAL	\$910.00
JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
Lincoln Park Golf - 1 Regular per MONTH	\$65.00
Lincoln Park Golf - 1 Regular TOTAL	\$325.00
MATCHETT Park - 1 Regular per MONTH	\$65.00
MATCHETT Park - 1 Regular TOTAL	\$780.00
PINERIDGE Park - 1 Regular per MONTH	\$120.00
PINERIDGE Park - 1 Regular TOTAL	\$875.00
PINERIDGE Park - 1 Handicap per MONTH	\$125.00
PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
SUPLIZIO Field - 12 Regular per DAY	\$18.75
SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
TABAGUACHE Trail - Vaults per MONTH	\$100 + \$.32/gallon
TABAGUACHE Trail - Vaults TOTAL	\$720.00
TIARA RADO Golf - 1 Regular per MONTH	\$65.00
TIARA RADO Golf - 1 Regular TOTAL	\$780.00
WHITMAN Park - 1 Regular per MONTH	\$65.00
WHITMAN Park - 1 Regular TOTAL	\$625.00
WILLIAMS Park - 1 Regular per MONTH	\$65.00
WILLIAMS Park - 1 Regular TOTAL	\$780.00
WINGATE Park - 1 Handicap per MONTH	\$65.00
WINGATE Park - 1 HandicapTOTAL	\$780.00

Additional expenses may be incurred for the following services:

	Additional Unit per month- Regular	\$65.00
	Additional Unit per month - Handicap	\$70.00
	Labor for repair or damage per hour	\$45.00
	Replacement charge per Regular Unit	\$800.00
	Replacement charge per Handicap Unit	\$1,200.00
	Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

All other contract terms will stay in effect unless or until other terms are agreed in writing.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Kyle Coltrinari, City of Grand Junction Parks and Recreation Department

SUPPLIER ACKNOWLEDGEMENT

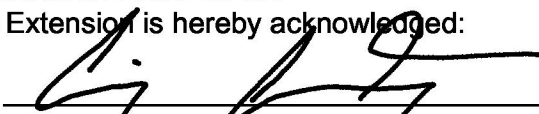
Receipt of this Extension is hereby acknowledged:

Contractor: _____

By: _____

Title: _____

Date: _____



Craig Abernathy
Regional Director

10/5/2021



AWARD EXTENSION-4831-20-SH

September 2, 2020

Mr. Craig Abernathy
 Redi Services, LLC
 2143 Airport Road
 Rifle, CO 81650

**SOLICITATION DESCRIPTION: SECOND ANNUAL EXTENSION FOR
 IFB-4561-18-SH PORTABLE TOILETS**

Dear Mr. Abernathy,

You are hereby notified that your firm's contract to provide **installation and service of portable toilets** has been **extended for one year from October 19, 2020 to October 19, 2021.**

The contract price will remain as follows:

	DIXSON Park - 2 Regular per MONTH	\$130.00
	DIXSON Park - 2 Regular per TOTAL	\$910.00
	JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
	JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
	Lincoln Park Golf - 1 Regular per MONTH	\$65.00
	Lincoln Park Golf - 1 Regular TOTAL	\$325.00
	MATCHETT Park - 1 Regular per MONTH	\$65.00
	MATCHETT Park - 1 Regular TOTAL	\$780.00
	PINERIDGE Park - 1 Regular per MONTH	\$120.00
	PINERIDGE Park - 1 Regular TOTAL	\$875.00
	PINERIDGE Park - 1 Handicap per MONTH	\$125.00
	PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
	SUPLIZIO Field - 12 Regular per DAY	\$18.75
	SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
	TABAGUACHE Trail - Vaults per MONTH	\$100 + \$.32/gallon
	TABAGUACHE Trail - Vaults TOTAL	\$720.00
	TIARA RADO Golf - 1 Regular per MONTH	\$65.00
	TIARA RADO Golf - 1 Regular TOTAL	\$780.00
	WHITMAN Park - 1 Regular per MONTH	\$65.00
	WHITMAN Park - 1 Regular TOTAL	\$625.00
	WILLIAMS Park - 1 Regular per MONTH	\$65.00
	WILLIAMS Park - 1 Regular TOTAL	\$780.00
	WINGATE Park - 1 Handicap per MONTH	\$65.00
	WINGATE Park - 1 Handicap TOTAL	\$780.00

Additional expenses may be incurred for the following services:

Additional Unit per month- Regular	\$65.00
Additional Unit per month - Handicap	\$70.00
Labor for repair or damage per hour	\$45.00
Replacement charge per Regular Unit	\$800.00
Replacement charge per Handicap Unit	\$1,200.00
Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

All other contract terms will stay in effect unless or until other terms are agreed in writing.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Ron Felt, City of Grand Junction Parks and Recreation Department

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor:  _____

By: Craig Abernathy _____

Title: Western Colorado Regional Manager _____

Date: 9/2/2020 _____





NOVATION AGREEMENT

PORTABLE TOILETS, IFB-4561-18-SH

FIRST ANNUAL EXTENSION -4688-19-SH

Date: 10/27/2019

WHEREAS,

The City of Grand Junction (City) has entered into a certain contract with United Site Services of Colorado, Inc., namely PORTABLE TOILETS, IFB-4561-18-SH; EXTENDED UNDER CONTRACT EXT-4688-19-SH.

United Site Services, known to the City by Vendor No. 8386, (Transferor), has transferred its assets and business to Redi Services, LLC. (Transferee);

The transfer includes all the assets of the Transferor, including the above-referenced Contract with the City of Grand Junction; and

The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the transfer; and

The Transferee is in a position to fully perform all obligations under the Contract; and

It is consistent with the City's interest to recognize the Transferee as the successor party to the Contract; and

Evidence of the transfer has been provided to the City, to wit:

THEREFORE, in consideration of these facts, the Parties agree as follows:

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Contract.
2. The Transferee agrees to be bound by and to perform the Contract in accordance with its terms and assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the Contract.
3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.
4. The City recognizes the Transferee as the Transferor's successor in interest in and to the Contract.
5. The Transferee by this Agreement becomes entitled to all rights and interests of the Transferor in and to the Contract as if the Transferee were the original party to the Contract.

Following the effective date of this Agreement, the terms Vendor, Contractor and Offeror as used in the Contract shall refer to the Transferee.

6. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.

7. All payments and reimbursements previously made by the City to the Transferor, and all other previous actions taken by the City under the Contract, shall be considered to have discharged those parts of the City's obligations under the Contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the City's obligations under the Contract, to the extent of the amounts paid or reimbursed.

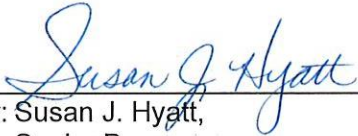
8. The Transferor and the Transferee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

9. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should the Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

10. The Contract shall remain in full force and effect, except as modified by this Agreement.

Signed this 27th day of October, 2019:

CITY OF GRAND JUNCTION



By: Susan J. Hyatt,
Senior Buyer
City of Grand Junction

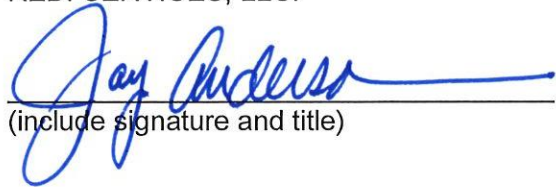
UNITED SITE SERVICES OF COLORADO, INC.



(include signature and title)

Sean McDowell- Director of Contracts

REDI SERVICES, LLC.



(include signature and title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2019

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, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	CONTACT NAME: Christi Basden, CIC, CISR	
	PHONE (A/C. No. Ext): 801-924-1400	FAX (A/C. No): 801-924-1441
E-MAIL ADDRESS: Christi_Basden@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Evanston Insurance Company		35378
INSURER C: Charter Oak Fire Insurance Company		25615
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 203820153 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GLO038151104	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BAP038151204	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		MKLV2EFX100342	7/1/2019	7/1/2020	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	WC038151004	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Leased/Rented Equipment		QT6606J071448COF19	7/1/2019	7/1/2020	Limit 500,000
B	Sudden & Accidental Pollution		MKLV2ENV101244	7/1/2019	7/1/2020	Occ/Agg Pollution 5,000,000
C	Motor Truck Cargo		QT6606J071448COF19	7/1/2019	7/1/2020	Broad Form 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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ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP038151204	07/01/2019	07/01/2020	07/01/2019			

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":

- a. 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.
- b. 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.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. 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:

- (2) 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.
- (4) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
As Required By Written Contract
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; 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 terms and conditions apply unless modified by this endorsement.



AWARD EXTENSION-4688-19-SH

August 15, 2019

Mr. Ryan Alexander
 United Site Services of Colorado, Inc.
 5 Powerline Road
 Rifle, CO 81650

**SOLICITATION DESCRIPTION: FIRST ANNUAL EXTENSION FOR
 IFB-4561-18-SH PORTABLE TOILETS**

Dear Mr. Alexander,

You are hereby notified that your firm's contract to provide **installation and service of portable toilets** has been **extended for one year from October 19, 2019 to October 19, 2020.**

The contract price will remain as follows:

DIXSON Park - 2 Regular per MONTH	\$130.00
DIXSON Park - 2 Regular per TOTAL	\$910.00
JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
Lincoln Park Golf - 1 Regular per MONTH	\$65.00
Lincoln Park Golf - 1 Regular TOTAL	\$325.00
MATCHETT Park - 1 Regular per MONTH	\$65.00
MATCHETT Park - 1 Regular TOTAL	\$780.00
PINERIDGE Park - 1 Regular per MONTH	\$120.00
PINERIDGE Park - 1 Regular TOTAL	\$875.00
PINERIDGE Park - 1 Handicap per MONTH	\$125.00
PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
SUPLIZIO Field - 12 Regular per DAY	\$18.75
SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
TABAGUACHE Trall - Vaults per MONTH	\$100 + \$.32/gallon
TABAGUACHE Trall - Vaults TOTAL	\$720.00
TIARA RADO Golf - 1 Regular per MONTH	\$65.00
TIARA RADO Golf - 1 Regular TOTAL	\$780.00
WHITMAN Park - 1 Regular per MONTH	\$65.00
WHITMAN Park - 1 Regular TOTAL	\$625.00
WILLIAMS Park - 1 Regular per MONTH	\$65.00
WILLIAMS Park - 1 Regular TOTAL	\$780.00
WINGATE Park - 1 Handicap per MONTH	\$65.00
WINGATE Park - 1 HandicapTOTAL	\$780.00

Additional expenses may be incurred for the following services:

	Additional Unit per month- Regular	\$65.00
	Additional Unit per month - Handicap	\$70.00
	Labor for repair or damage per hour	\$45.00
	Replacement charge per Regular Unit	\$800.00
	Replacement charge per Handicap Unit	\$1,200.00
	Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

All other contract terms will stay in effect unless or until other terms are agreed in writing.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Ron Felt, City of Grand Junction Parks and Recreation Department

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: United Site Services of Colorado, Inc.

By: Kristen L. Kelliher
Digitally signed by Kristen L. Kelliher
DN: E=Kristen.Kelliher@unitedsiteservices.com,
CN=Kristen L. Kelliher, OU=CorporateOffice, OU=USS
Users, DC=usss-corp, DC=com
Date: 2019.08.28 12:45:08-04'00'

Title: Kristen Kelliher

Date: August 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2019

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 Willis of Greater Kansas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation	NAIC # 15105
INSURED United Site Services of Colorado, Inc. 118 Flanders Road Westborough, MA 01581	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W12417588** **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.

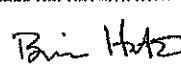
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL4057787	11/03/2018	11/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		CAS4047379	11/03/2018	11/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	N/A	LDS4047370	11/03/2018	11/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

Re: Evidence of Coverage Only.

City of Grand Junction is included as an Additional Insured as respects to General Liability and Auto Liability per written contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force

CERTIFICATE HOLDER City of Grand Junction 250 North 5th Street Grand Junction, CO 81501	CANCELLATION 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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Greater Kansas, Inc.		NAMED INSURED United Site Services of Colorado, Inc. 110 Flanders Road Westborough, MA 01581	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

for or which may be purchased by Additional Insured per written contract.



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 9th day of October, 2018 by and between the City of Grand Junction, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and United Site Services of Colorado, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals 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-4561-18-SH.

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 solicitation, 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-4561-18-SH;**
- c. Contractors Response to the Solicitation

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. Upon mutual agreement of the Contractor and the City, this contract may be extended for up to three (3) one (1) year contract periods, contingent upon appropriation by the City and satisfaction of both parties.

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 **approximate sum of \$11,375.00; broken out below per Park per Unit. Additional expenses may be incurred for replacement or repair of toilets.** 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.

DIXSON Park - 2 Regular per MONTH	\$130.00
DIXSON Park - 2 Regular per TOTAL	\$910.00
JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
Lincoln Park Golf - 1 Regular per MONTH	\$65.00
Lincoln Park Golf - 1 Regular TOTAL	\$325.00
MATCHETT Park - 1 Regular per MONTH	\$65.00
MATCHETT Park - 1 Regular TOTAL	\$780.00
PINERIDGE Park - 1 Regular per MONTH	\$120.00
PINERIDGE Park - 1 Regular TOTAL	\$875.00
PINERIDGE Park - 1 Handicap per MONTH	\$125.00
PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
SUPLIZIO Field - 12 Regular per DAY	\$18.75
SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
TABAGUACHE Trail - Vaults per MONTH	\$100 + \$.32/gallon
TABAGUACHE Trail - Vaults TOTAL	\$720.00
TIARA RADO Golf - 1 Regular per MONTH	\$65.00
TIARA RADO Golf - 1 Regular TOTAL	\$780.00
WHITMAN Park - 1 Regular per MONTH	\$65.00
WHITMAN Park - 1 Regular TOTAL	\$625.00
WILLIAMS Park - 1 Regular per MONTH	\$65.00
WILLIAMS Park - 1 Regular TOTAL	\$780.00
WINGATE Park - 1 Handicap per MONTH	\$65.00
WINGATE Park - 1 Handicap TOTAL	\$780.00
Extended Total for Units/Parks	\$11,375.00

Additional expenses may be incurred for the following services:

	Additional Unit per month- Regular	\$65.00
	Additional Unit per month - Handicap	\$70.00
	Labor for repair or damage per hour	\$45.00
	Replacement charge per Regular Unit	\$800.00
	Replacement charge per Handicap Unit	\$1,200.00
	Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

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

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

By: 
 Title: Parks and Rec Deputy Director

10/18/18
 Date

UNITED SITE SERVICES OF COLORADO, INC.

By: 
 Title: Vice President

10/10/18
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/13/2018

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No., Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED United Site Services of Colorado, Inc. 118 Flanders Road Suite 1000 Westborough MA 01581 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corp		15105
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570073560724 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL4057787 17-18 GCL Cvg (Per Projec	11/03/2017	11/03/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAS4047369 17-18 Bus Auto Cvg	11/03/2017	11/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
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 N	LDS4047370 17-18 WC AOS	11/03/2017	11/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570073560724

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Grand Junction, its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies.
 General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER City of Grand Junction 250 N. Street Grand Junction CO 81501 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West, Inc.</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.</p>	<p>All Locations of Insured's Operations</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.



AWARD EXTENSION-4688-19-SH

August 15, 2019

Mr. Ryan Alexander
 United Site Services of Colorado, Inc.
 5 Powerline Road
 Rifle, CO 81650

**SOLICITATION DESCRIPTION: FIRST ANNUAL EXTENSION FOR
 IFB-4561-18-SH PORTABLE TOILETS**

Dear Mr. Alexander,

You are hereby notified that your firm's contract to provide **installation and service of portable toilets** has been **extended for one year from October 19, 2019 to October 19, 2020.**

The contract price will remain as follows:

DIXSON Park - 2 Regular per MONTH	\$130.00
DIXSON Park - 2 Regular per TOTAL	\$910.00
JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
Lincoln Park Golf - 1 Regular per MONTH	\$65.00
Lincoln Park Golf - 1 Regular TOTAL	\$325.00
MATCHETT Park - 1 Regular per MONTH	\$65.00
MATCHETT Park - 1 Regular TOTAL	\$780.00
PINERIDGE Park - 1 Regular per MONTH	\$120.00
PINERIDGE Park - 1 Regular TOTAL	\$875.00
PINERIDGE Park - 1 Handicap per MONTH	\$125.00
PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
SUPLIZIO Field - 12 Regular per DAY	\$18.75
SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
TABAGUACHE Trall - Vaults per MONTH	\$100 + \$.32/gallon
TABAGUACHE Trall - Vaults TOTAL	\$720.00
TIARA RADO Golf - 1 Regular per MONTH	\$65.00
TIARA RADO Golf - 1 Regular TOTAL	\$780.00
WHITMAN Park - 1 Regular per MONTH	\$65.00
WHITMAN Park - 1 Regular TOTAL	\$625.00
WILLIAMS Park - 1 Regular per MONTH	\$65.00
WILLIAMS Park - 1 Regular TOTAL	\$780.00
WINGATE Park - 1 Handicap per MONTH	\$65.00
WINGATE Park - 1 HandicapTOTAL	\$780.00

Additional expenses may be incurred for the following services:

	Additional Unit per month- Regular	\$65.00
	Additional Unit per month - Handicap	\$70.00
	Labor for repair or damage per hour	\$45.00
	Replacement charge per Regular Unit	\$800.00
	Replacement charge per Handicap Unit	\$1,200.00
	Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

All other contract terms will stay in effect unless or until other terms are agreed in writing.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Ron Felt, City of Grand Junction Parks and Recreation Department

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: United Site Services of Colorado, Inc.

By: Kristen L. Kelliher
Digitally signed by Kristen L. Kelliher
DN: E=Kristen.Kelliher@unitedsiteservices.com,
CN=Kristen L. Kelliher, OU=CorporateOffice, OU=USS
Users, DG=corp, DG=corp
Date: 2019.08.28 12:45:08 -04'00'

Title: Kristen Kelliher

Date: August 28, 2019

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Greater Kansas, Inc.		NAMED INSURED United Site Services of Colorado, Inc. 118 Flanders Road Westborough, MA 01581	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

for or which may be purchased by Additional Insured per written contract.



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 9th day of October, 2018 by and between the **City of Grand Junction**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **United Site Services of Colorado, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals 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-4561-18-SH.**

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 solicitation, 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-4561-18-SH;**
- c. Contractors Response to the Solicitation

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. Upon mutual agreement of the Contractor and the City, this contract may be extended for up to three (3) one (1) year contract periods, contingent upon appropriation by the City and satisfaction of both parties.

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 **approximate sum of \$11,375.00; broken out below per Park per Unit. Additional expenses may be incurred for replacement or repair of toilets.** 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.

	DIXSON Park - 2 Regular per MONTH	\$130.00
	DIXSON Park - 2 Regular per TOTAL	\$910.00
	JUNIOR SVC Lease - 1 Handicap/MONTH	\$125.00
	JUNIOR SVC Lease - 1 Handicap TOTAL	\$1,500.00
	Lincoln Park Golf - 1 Regular per MONTH	\$65.00
	Lincoln Park Golf - 1 Regular TOTAL	\$325.00
	MATCHETT Park - 1 Regular per MONTH	\$65.00
	MATCHETT Park - 1 Regular TOTAL	\$780.00
	PINERIDGE Park - 1 Regular per MONTH	\$120.00
	PINERIDGE Park - 1 Regular TOTAL	\$875.00
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	PINERIDGE Park - 1 Handicap TOTAL	\$1,500.00
	SUPLIZIO Field - 12 Regular per DAY	\$18.75
	SUPLIZIO Field - 12 Regular TOTAL	\$1,800.00
	TABAGUACHE Trail - Vaults per MONTH	\$100 + \$.32/gallon
	TABAGUACHE Trail - Vaults TOTAL	\$720.00
	TIARA RADO Golf - 1 Regular per MONTH	\$65.00
	TIARA RADO Golf - 1 Regular TOTAL	\$780.00
	WHITMAN Park - 1 Regular per MONTH	\$65.00
	WHITMAN Park - 1 Regular TOTAL	\$625.00
	WILLIAMS Park - 1 Regular per MONTH	\$65.00
	WILLIAMS Park - 1 Regular TOTAL	\$780.00
	WINGATE Park - 1 Handicap per MONTH	\$65.00
	WINGATE Park - 1 Handicap TOTAL	\$780.00

Extended Total for Units/Parks \$11,375.00

Additional expenses may be incurred for the following services:

	Additional Unit per month- Regular	\$65.00
	Additional Unit per month - Handicap	\$70.00
	Labor for repair or damage per hour	\$45.00
	Replacement charge per Regular Unit	\$800.00
	Replacement charge per Handicap Unit	\$1,200.00
	Additional call for service/each occurrence	\$15 route non Emerg; \$40 emergency

ARTICLE 5

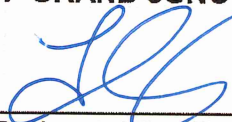
Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between 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

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

By: 
 Title: Parks and Rec Deputy Director

10/18/18
 Date

UNITED SITE SERVICES OF COLORADO, INC.

By: 
 Title: Vice President

10/10/18
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/13/2018

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED United Site Services of Colorado, Inc. 118 Flanders Road Suite 1000 Westborough MA 01581 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corp		15105
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570073560724

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL4057787 17-18 GCL Cvg (Per Projec	11/03/2017	11/03/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAS4047369 17-18 Bus Auto Cvg	11/03/2017	11/03/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			LDS4047370 17-18 WC AOS	11/03/2017	11/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570073560724

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

City of Grand Junction, its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction 250 N. Street Grand Junction CO 81501 USA	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 <i>Aon Risk Insurance Services West Inc.</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	All Locations of Insured's Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.



Invitation for Bids

IFB-4561-18-SH

PORTABLE TOILETS

RESPONSES DUE:

October 2, 2018 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://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:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Invitations for Bids (IFB) is issued by the City of Grand Junction (City) Purchasing Division on behalf of the Grand Junction Parks and Recreation Department.
- 1.2 Purpose:** The City is requesting bids from firms experienced in providing Portable Toilets. See Section 3 for a detailed Scope of Work.
- 1.3 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 his authorized representative.
- 1.4 Bid Deadline:** Bids are due by October 2, 2018 prior to 2:30 P.M.
- 1.5 Confidential Material:** All materials submitted in response to this IFB 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**" 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 City Attorney. 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 proposal, shall be considered confidential or proprietary.**
- 1.6 Open Records:** All bids shall be read aloud in the Bid Opening. Trade secrets and confidential information contained in the bid so identified by Bidder as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.7 Submission:** Each bid shall be submitted in electronic format only, and only through <https://www.bidnetdirect.com/colorado>. The uploaded response shall be a single PDF document with all required information included. *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.)* For proper comparison and evaluation, the City requests that proposals be formatted as shown on the Bid Form found in Section 4. Submittals received that fail to follow this format may be ruled non-responsive. (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**).
- 1.8 Addenda:** All Questions shall be submitted in writing to the City Purchasing Representative. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through BidNet at www.bidnetdirect.com/colorado. Addenda will also be posted on the

City of Grand Junction web page at www.gjcity.org/business-and-economic-development/bids. Offerors shall acknowledge receipt of all addenda in their response.

- 1.9 Late Responses:** Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned to the respondent unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Clerk's Office prior to the time and date specified.
- 1.10 Rejection of Submittals:** The Owner reserves the right to accept or reject any or all submittals received in response to this solicitation. The Owner further reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interest of the Owner.
- 1.11 Submittal Ownership:** All materials submitted with regard to this solicitation become the property of the Owner and will only be returned at the Owner's option.
- 1.12 Expenses:** Expenses incurred by prospective respondents in preparation, submission, and presentation of this IFB are the responsibility of the respondents and cannot be charged to the Owner.
- 1.13 Assignment:** The selected firm shall not sell, assign, transfer or convey any contract resulting from this IFB in whole or in part without prior written approval from the Owner. Any claims for payment due to the provider from the Owner under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the Owner.
- 1.14 Indemnification:** The selected firm shall defend, indemnify and save harmless the City of Grand Junction and/or Mesa County, State of Colorado, and all their respective 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 selected firm or of any of the firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Bid award. The selected firm shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

SECTION 2.0: INSURANCE AND BONDING REQUIREMENTS

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 this Section. 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 this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The selected firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single 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 interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single 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 the firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the HDD, its officers, or its employees, or carried by or provided through any insurance pool of the HDD, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3.0: SCOPE OF SERVICES

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. Quantity/Frequency: The quantities and frequency of work stated in this solicitation are estimates only. The Owner does not guarantee any amount of work and may add or delete services at any time. The contractor shall provide services on an as-needed basis.

3.3. Scope of Work:

- 3.3.1. Contractor shall provide and install portable toilets (hereinafter "units") to be distributed as directed among various locations as noted in Section 4, Bid Form.
- 3.3.2. 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.
- 3.3.3. As usage dictates, additional cleaning may be required.
- 3.3.4. 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.
- 3.3.5. 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.
- 3.3.6. 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 Contractor shall make any necessary repairs to the units installed by the Contract at no additional cost to the City.
- 3.3.7. The Contractor 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.
- 3.3.8. 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.
- 3.3.9. Removal of all units shall be done within two (2) calendar days after notification.
- 3.3.10. Hand sanitizers shall be made available on all units and shall be included in the bid price.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available September 11, 2018
- Inquiry deadline, no questions after this date September 19, 2018
- Addenda Issued by September 21, 2018
- Submittal deadline for Responses October 2, 2018

3.5. Questions Regarding Scope of Services:

Susan Hyatt

susanh@gjcity.org

- 3.6. 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.
- 3.7. Award:** It is the intent of the City to award to a single contractor. The City reserves the right to award by location in the best interest of the City.

SECTION 4.0: BID FORM

Only Section 4.0 needs to be included in your response.

Bid Date: _____

Project: IFB-4561-18-SH "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.

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.

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total
Dixon Park 287 27 Road Grand Junction, CO	2 Regular	7	\$ _____	Once	\$ _____

Junior Service League 2383 Redlands Parkway Grand Junction, CO	1 Handicap	12	\$ _____	Twice	\$ _____
Lincoln Park Golf 1240 Gunnison Avenue Grand Junction, CO	1 Regular	5	\$ _____	Once	\$ _____
Matchett Park Patterson and 28-3/4 Rd Grand Junction, CO	1 Regular	12	\$ _____	Once	\$ _____
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Regular	7	\$ _____	Twice	\$ _____
	1 Handicap	12	\$ _____	Twice	\$ _____
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	12 Regular	8 days	\$ _____	Every Day	\$ _____
Tabaguache Trailhead Monument Road Grand Junction, CO	Vault Toilets	Permanent	\$ _____	4 times/year	\$ _____
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Regular	12	\$ _____	Once	\$ _____
Whitman Park 4 th Street and Pitkin Grand Junction, CO	1 Regular	5	\$ _____	Once	\$ _____
Williams Park 1403 Mesa Avenue Grand Junction, CO	1 Regular	12	\$ _____	Once	\$ _____
Wingate Park 351 South Camp Road Grand Junction, CO	1 Handicap	12	\$ _____	Once	\$ _____
Additional Unit (price per each regular unit for one or more additional units)		Per Month		\$ _____	
Additional Unit (price per each handicap unit for one or more additional units)		Per Month		\$ _____	
Labor charge for repair to damaged units		Per Hour		\$ _____	
Replacement charge for damaged regular 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		\$ _____	



Invitation for Bids

IFB-4561-18-SH

PORTABLE TOILETS

RESPONSES DUE:

October 2, 2018 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://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:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Invitations for Bids (IFB) is issued by the City of Grand Junction (City) Purchasing Division on behalf of the Grand Junction Parks and Recreation Department.
- 1.2 Purpose:** The City is requesting bids from firms experienced in providing Portable Toilets. See Section 3 for a detailed Scope of Work.
- 1.3 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 his authorized representative.
- 1.4 Bid Deadline:** Bids are due by October 2, 2018 prior to 2:30 P.M.
- 1.5 Confidential Material:** All materials submitted in response to this IFB 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**" 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 City Attorney. 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 proposal, shall be considered confidential or proprietary.**
- 1.6 Open Records:** All bids shall be read aloud in the Bid Opening. Trade secrets and confidential information contained in the bid so identified by Bidder as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.7 Submission:** Each bid shall be submitted in electronic format only, and only through <https://www.bidnetdirect.com/colorado>. The uploaded response shall be a single PDF document with all required information included. *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.)* For proper comparison and evaluation, the City requests that proposals be formatted as shown on the Bid Form found in Section 4. Submittals received that fail to follow this format may be ruled non-responsive. (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**).
- 1.8 Addenda:** All Questions shall be submitted in writing to the City Purchasing Representative. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through BidNet at www.bidnetdirect.com/colorado. Addenda will also be posted on the

City of Grand Junction web page at www.gjcity.org/business-and-economic-development/bids. Offerors shall acknowledge receipt of all addenda in their response.

- 1.9 Late Responses:** Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned to the respondent unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Clerk's Office prior to the time and date specified.
- 1.10 Rejection of Submittals:** The Owner reserves the right to accept or reject any or all submittals received in response to this solicitation. The Owner further reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interest of the Owner.
- 1.11 Submittal Ownership:** All materials submitted with regard to this solicitation become the property of the Owner and will only be returned at the Owner's option.
- 1.12 Expenses:** Expenses incurred by prospective respondents in preparation, submission, and presentation of this IFB are the responsibility of the respondents and cannot be charged to the Owner.
- 1.13 Assignment:** The selected firm shall not sell, assign, transfer or convey any contract resulting from this IFB in whole or in part without prior written approval from the Owner. Any claims for payment due to the provider from the Owner under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the Owner.
- 1.14 Indemnification:** The selected firm shall defend, indemnify and save harmless the City of Grand Junction and/or Mesa County, State of Colorado, and all their respective 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 selected firm or of any of the firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Bid award. The selected firm shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

SECTION 2.0: INSURANCE AND BONDING REQUIREMENTS

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 this Section. 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 this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The selected firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single 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 interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single 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 the firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the HDD, its officers, or its employees, or carried by or provided through any insurance pool of the HDD, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3.0: SCOPE OF SERVICES

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. Quantity/Frequency: The quantities and frequency of work stated in this solicitation are estimates only. The Owner does not guarantee any amount of work and may add or delete services at any time. The contractor shall provide services on an as-needed basis.

3.3. Scope of Work:

- 3.3.1.** Contractor shall provide and install portable toilets (hereinafter "units") to be distributed as directed among various locations as noted in Section 4, Bid Form.
- 3.3.2.** 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.
- 3.3.3.** As usage dictates, additional cleaning may be required.
- 3.3.4.** 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.
- 3.3.5.** 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.
- 3.3.6.** 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 Contractor shall make any necessary repairs to the units installed by the Contract at no additional cost to the City.
- 3.3.7.** The Contractor 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.
- 3.3.8.** 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.
- 3.3.9.** Removal of all units shall be done within two (2) calendar days after notification.
- 3.3.10.** Hand sanitizers shall be made available on all units and shall be included in the bid price.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available September 11, 2018
- Inquiry deadline, no questions after this date September 19, 2018
- Addenda Issued by September 21, 2018
- Submittal deadline for Responses October 2, 2018

3.5. Questions Regarding Scope of Services:

Susan Hyatt

susanh@gjcity.org

- 3.6. 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.
- 3.7. Award:** It is the intent of the City to award to a single contractor. The City reserves the right to award by location in the best interest of the City.

SECTION 4.0: BID FORM

Only Section 4.0 needs to be included in your response.

Bid Date: _____

Project: IFB-4561-18-SH "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.

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.

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total
Dixon Park 287 27 Road Grand Junction, CO	2 Regular	7	\$ _____	Once	\$ _____

Junior Service League 2383 Redlands Parkway Grand Junction, CO	1 Handicap	12	\$ _____	Twice	\$ _____
Lincoln Park Golf 1240 Gunnison Avenue Grand Junction, CO	1 Regular	5	\$ _____	Once	\$ _____
Matchett Park Patterson and 28-3/4 Rd Grand Junction, CO	1 Regular	12	\$ _____	Once	\$ _____
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Regular	7	\$ _____	Twice	\$ _____
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Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	12 Regular	8 days	\$ _____	Every Day	\$ _____
Tabaguache Trailhead Monument Road Grand Junction, CO	Vault Toilets	Permanent	\$ _____	4 times/year	\$ _____
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Regular	12	\$ _____	Once	\$ _____
Whitman Park 4 th Street and Pitkin Grand Junction, CO	1 Regular	5	\$ _____	Once	\$ _____
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Additional Unit (price per each regular unit for one or more additional units)		Per Month		\$ _____	
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Replacement charge for damaged regular unit		Each		\$ _____	
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Additional per call service charge for service required outside of services described in Scope of Work, Section 3		Each		\$ _____	



ADDENDUM NO. 1

DATE: September 20, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Portable Toilets IFB-4561-18-SH

Firms responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Question #1: The Bid Form in Section 4 has a column for service frequency and the terms "once and twice". Do you mean once a week, once a month, or once total?

Answer: The service frequency is per week. The Response Form has been revised to clarify the requirements.

PLEASE NOTE: ALL BIDDERS SHALL RESPOND WITH THE REVISED BID FORM ATTACHED.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt
City of Grand Junction, Colorado

SECTION 4.0: BID FORM REVISED

Only Section 4.0 needs to be included in your response.

Bid Date: _____

Project: IFB-4561-18-SH "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.

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Replacement charge for damaged regular unit		Each	\$ _____		
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Additional per call service charge for service required outside of services described in Scope of Work, Section 3		Each	\$ _____		



Invitation for Bids

IFB-4561-18-SH

PORTABLE TOILETS

RESPONSES DUE:

October 2, 2018 prior to 2:30 P.M.

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)

<https://www.bidnetdirect.com/colorado>

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PURCHASING REPRESENTATIVE:

Susan Hyatt
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- 1.3 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 his authorized representative.
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- 1.12 Expenses:** Expenses incurred by prospective respondents in preparation, submission, and presentation of this IFB are the responsibility of the respondents and cannot be charged to the Owner.
- 1.13 Assignment:** The selected firm shall not sell, assign, transfer or convey any contract resulting from this IFB in whole or in part without prior written approval from the Owner. Any claims for payment due to the provider from the Owner under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the Owner.
- 1.14 Indemnification:** The selected firm shall defend, indemnify and save harmless the City of Grand Junction and/or Mesa County, State of Colorado, and all their respective 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 selected firm or of any of the firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Bid award. The selected firm shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

SECTION 2.0: INSURANCE AND BONDING REQUIREMENTS

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 this Section. 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 this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The selected firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single 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 interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single 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 the firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the HDD, its officers, or its employees, or carried by or provided through any insurance pool of the HDD, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3.0: SCOPE OF SERVICES

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. Quantity/Frequency: The quantities and frequency of work stated in this solicitation are estimates only. The Owner does not guarantee any amount of work and may add or delete services at any time. The contractor shall provide services on an as-needed basis.

3.3. Scope of Work:

- 3.3.1. Contractor shall provide and install portable toilets (hereinafter "units") to be distributed as directed among various locations as noted in Section 4, Bid Form.
- 3.3.2. 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.
- 3.3.3. As usage dictates, additional cleaning may be required.
- 3.3.4. 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.
- 3.3.5. 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.
- 3.3.6. 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 Contractor shall make any necessary repairs to the units installed by the Contract at no additional cost to the City.
- 3.3.7. The Contractor 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.
- 3.3.8. 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.
- 3.3.9. Removal of all units shall be done within two (2) calendar days after notification.
- 3.3.10. Hand sanitizers shall be made available on all units and shall be included in the bid price.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available September 11, 2018
- Inquiry deadline, no questions after this date September 19, 2018
- Addenda Issued by September 21, 2018
- Submittal deadline for Responses October 2, 2018

3.5. Questions Regarding Scope of Services:

Susan Hyatt

susanh@gjcity.org

3.6. 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.

3.7. Award: It is the intent of the City to award to a single contractor. The City reserves the right to award by location in the best interest of the City.

SECTION 4.0: BID FORM REVISED

Only Section 4.0 needs to be included in your response.

Bid Date: 10/2/2018

Project: IFB-4561-18-SH "Portable Toilets"

Bidding Company: United Site Services of Colorado, Inc.

Name of Authorized Agent: Adam W. Jacobs

Email ryan.alexander@unitedsiteservices.com

Telephone 303-229-4100 **Address** 5 Powerline 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.

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

State number of Addenda received: 1.

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

Location	# of Units	# of Months	Service Frequency	Monthly Rate	Total
Dixon Park 287 27 Road Grand Junction, CO	2 Regular	7	Once/Week	\$ <u>130.00</u>	\$ <u>910.00</u>

Junior Service League 2383 Redlands Parkway Grand Junction, CO	1 Handicap	12	Twice/Week	\$ <u>125.00</u>	\$ <u>1,500.00</u>
Lincoln Park Golf 1240 Gunnison Avenue Grand Junction, CO	1 Regular	5	Once/Week	\$ <u>65.00</u>	\$ <u>325.00</u>
Matchett Park Patterson and 28-3/4 Rd Grand Junction, CO	1 Regular	12	Once/Week	\$ <u>65.00</u>	\$ <u>780.00</u>
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Regular	7	Twice/Week	\$ <u>120.00</u>	\$ <u>875.00</u>
	1 Handicap	12	Twice/Week	\$ <u>125.00</u>	\$ <u>1,500.00</u>
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	12 Regular	8 days	Once/Day	\$ <u>18.75/unit/day</u>	\$ <u>1,800.00</u>
Tabaguache Trailhead Monument Road Grand Junction, CO	Vault Toilets	Permanent	4 times/year	\$ <u>100.00 + \$0.32/gallon</u>	\$ <u>400.00 + \$0.32/gallon</u>
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Regular	12	Once/Week	\$ <u>65.00</u>	\$ <u>780.00</u>
Whitman Park 4 th Street and Pitkin Grand Junction, CO	1 Regular	5	Once/Week	\$ <u>65.00</u>	\$ <u>625.00</u>
Williams Park 1403 Mesa Avenue Grand Junction, CO	1 Regular	12	Once/Week	\$ <u>65.00</u>	\$ <u>780.00</u>
Wingate Park 351 South Camp Road Grand Junction, CO	1 Handicap	12	Once/Week	\$ <u>65.00</u>	\$ <u>780.00</u>
Additional Unit (price per each regular unit for one or more additional units)		Per Month	\$ <u>65.00</u>		
Additional Unit (price per each handicap unit for one or more additional units)		Per Month	\$ <u>70.00</u>		
Labor charge for repair to damaged units		Per Hour	\$ <u>45.00</u>		
Replacement charge for damaged regular unit		Each	\$ <u>800.00</u>		
Replacement charge for damaged handicap unit		Each	\$ <u>1,200.00</u>		
Additional per call service charge for service required outside of services described in Scope of Work, Section 3		Each	15.00 - on route non emergency \$ <u>40.00 - emergency</u>		



ADDENDUM NO. 1

DATE: September 20, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Portable Toilets IFB-4561-18-SH

Firms responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Question #1: The Bid Form in Section 4 has a column for service frequency and the terms "once and twice". Do you mean once a week, once a month, or once total?

Answer: The service frequency is per week. The Response Form has been revised to clarify the requirements.

PLEASE NOTE: ALL BIDDERS SHALL RESPOND WITH THE REVISED BID FORM ATTACHED.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt
City of Grand Junction, Colorado