

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 85, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACTS FOR WASTE DISPOSAL AND  
PORTABLE TOILET & RELATED RENTAL SERVICES**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town completed an RFP solicitation for Waste Disposal and Portable Toilet & Related Rental Services and recommended award to three contractors; and

**WHEREAS**, attached hereto as **Exhibit A** are the Independent Contractor Agreements with:

Ram Waste Systems, Inc;  
Allied Waste Systems, Inc dba Republic Services, Inc; and  
Portable Rental Systems LLC dba Portable Restroom Solutions; and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The required agreements are hereby approved, authorized, and ratified and agreements may be entered into for Independent Contractor Agreements with Ram Waste Systems, Inc, Allied Waste Systems, Inc dba Republic Services, Inc, and Portable Rental Systems LLC dba Portable Restroom Solutions. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Parks & Recreation Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 10, 2024.**



**TOWN OF TIMNATH, COLORADO**

  
Robert Axmacher, Mayor

**ATTEST:**

  
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Milissa Peters-Garcia, CMC, Town Clerk



**EXHIBIT A**

**INDEPENDENT CONTRACTOR AGREEMENT  
(Municipal Buildings & Parks Waste Disposal)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 10<sup>th</sup> day of December, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and RAM WASTE SYSTEMS, INC, a Colorado Corporation (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, the Town has appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body

of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of January 1, 2025 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof or Section 37; (ii) completion of the Services; or (iii) December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional four (4) one-year terms commencing January 1<sup>st</sup> of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until the date such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the negligence or willful misconduct of Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.



a. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25<sup>th</sup> of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this

Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority



to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The



Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

### 13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclosure Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial

transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. INTENTIONALLY OMITTED.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Town Indemnitees to the extent arising, out of the, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.



b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

c. This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this Section 16 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the

Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town, which shall not be unreasonably withheld, conditioned or delayed. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt



by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

- To the Town:                   Town of Timnath  
   Attn: Town Manager  
   4750 Signal Tree Drive  
   Timnath, CO 80547  
   970-224-3211 (phone)  
   970-224-3217 (fax)
  
- With copy to:                 Timnath Town Attorney  
   Attn: Carolyn Steffl  
   4750 Signal Tree Drive  
   Timnath, Colorado 80547  
   (970) 224-3211 (phone)  
   (970) 224-3217 (fax)
  
- Contractor:                    Ram Waste Systems, Inc  
   Attn: District Manager  
   5704 Bueno Dr.  
   Fort Collins, Colorado 80525  
   (970) 226-3396 (phone)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor’s non-confidential, non-proprietary books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or

representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Force Majeure. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute breach under this Agreement.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or



indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials

tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

36. WASTE MATERIALS. The waste materials to be collected and disposed by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by the Town at the locations specified herein (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and the Town agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"). Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with the Town and the Town expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

37. RATE ADJUSTMENTS. The Town agrees that Contractor may increase all charges to account for increased costs associated with increases in operation costs, increases in the average weight per container yard of the Town's Waste Materials, increases in disposal costs, increases in the cost of fuel, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). Contractor shall provide the Town with written notice of any rate increase prior to providing services and billing at the increased rate, and the Town may provide written notice of termination in the event of any rate increase.

38. RESPONSIBILITY FOR EQUIPMENT. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the Town acknowledges that it has care, custody and control of the equipment while at the Town's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. The Town shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. The Town shall pay additional charges each time that a container is overloaded (by weight or volume). The Town shall use the equipment only for its proper and intended purpose. To the extent permitted by law, the Town agrees to indemnify, defend and hold harmless



Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of the Town's negligent use, operations or possession of the equipment. The Town agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible to that the regularly scheduled pick-up cannot be made, Contractor will promptly notify the Town and afford the Town a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by the Town's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified herein or provided in relation hereto.

39. DAMAGE TO PAVEMENT. The Town warrants that the Town's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and the Town agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at the Town's location.

*[Remainder of page intentionally left blank. Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:  
*Aaron Adams*  
A7C88DDD439C4A6...  
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:  
*Milissa Peters Garcia*  
07A6AF3B02114D7...  
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Carolyn Steffl*  
F44B3963ECD949F...  
Carolyn R. Steffl, Town Attorney

***Town's Signature Page to Independent Contractor Agreement for Municipal Buildings & Parks Waste Disposal Services with the Town of Timnath and Ram Waste Systems, Inc, dated December 10, 2024***

CONTRACTOR:

RAM WASTE SYSTEMS, INC a Colorado Corporation

Signed by:  
  
CAF4727AA16A40F...

Printed Name: JP Puma

Title: Sales Manager

***Contractor's Signature Page to Independent Contractor Agreement for Municipal Buildings & Parks Waste Disposal Services with the Town of Timnath and Ram Waste Systems, Inc, dated December 10, 2024***

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The attached Request for Proposals Specifications dated September 13, 2024 and the attached Proposal dated October 10, 2024 (specifically Scope 1, excluding Scope 2, 3, and 4) from Contractor to the Town shall constitute this Scope of Services.



# Town of Timnath

## REQUEST FOR PROPOSALS

### SPECIFICATIONS

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#### **I SCOPE OF WORK**

The Town of Timnath ("Town") is soliciting proposals from one or more qualified Contractor(s) to enter into an Independent Contractor Agreement to provide Town of Timnath Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals for the Town. These services will help the Town to support current and future growth as well as support the Town citizens and event guests. Contractors may submit proposals for one of the four services or up to all four services; each proposed service will be treated as a separate proposal. Each proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years.

#### **A BACKGROUND INFORMATION**

The Town of Timnath is a community of approximately 9,300 residents (2022 US Census ACS). The Town, founded in 1882, has remained an agriculture and farming community for decades. Over the last two decades, communities in northern Colorado have been experiencing rapid growth, and Timnath is no exception. Current building permit trends suggest that the Town's population could increase by 7,500 residents in the next 10 to 15 years. To support current and future growth, the Town needs waste disposal and portable toilet-related rentals for municipal buildings and events.

#### **B SCOPE 1: MUNICIPAL BUILDINGS & PARKS WASTE DISPOSAL SERVICES**

The Town of Timnath currently has three (3) municipal buildings and three (3) parks (soon to be four – one additional park should be opening in the next few months) that require waste disposal. The Town is seeking a Contractor to provide waste receptacles as well as disposal services for the Town's properties. As the Town continues to grow in regards to residents, municipal buildings, and parks, the waste disposal service needs have grown and will continue to grow. The selected Contractor should anticipate growth in regards to the Town's required services.

1. Service & Equipment Requirements:

- a. Contractor shall supply all waste containers and dumpsters at the designated size on the current buildings and parks waste disposal (see below).
- b. Contractor shall supply all labor, vehicles, equipment, and products necessary to collect and dispose of solid waste materials placed in waste containers and dumpsters on the current buildings and parks waste disposal (see below).
- c. Contractor shall provide waste container(s) and dumpster(s) for area locations with lids/covers as requested by the Town.
- d. Contractor shall obtain and maintain all appropriate permits and licenses for vehicles, employees, and waste disposal as required by law.
- e. If services at the Weekly Locations fall on a holiday, Contractor shall provide the service no later than the next Business Day.
- f. Contractor shall empty containers per the frequency indicated on the current buildings and parks waste disposal (see below).
- g. Contractor shall not charge any rental and/or inactivity fees for waste containers and/or dumpsters to the Town

2. Current Municipal Building & Parks Waste Disposal Requirements:

The Town municipal buildings and parks currently utilize the following trash disposal receptacles and schedules:

Location	Trash Receptacles	Trash Collection Frequency	Recycling Receptacles	Recycling Collection Frequency
Timnath Town Center	3yd dumpster	Weekly	2yd dumpster	Weekly
Public Works Building	3yd dumpster	Weekly-Oct-Mar Twice/Week-Apr-Sept	95-Gallon Cart	Weekly
Timnath Police Department	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Timnath Community Park	3yd dumpster	Weekly	N/A	N/A

Timnath Reservoir	3yd dumpster	Weekly	N/A	N/A
Weitzel Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Wildwing Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly

As the Town continues to grow and add new properties and parks, the selected vendor must be prepared to modify the current waste disposal receptacles as well as provide the Town with new waste disposal receptacles.

3. Municipal Buildings and Parks Waste Disposal Schedule:

The disposal/waste pickup schedule for current Town municipal buildings and parks waste is outlined in the above chart. These services are required year-round at the specified frequency, beginning the first week of each calendar year. Service frequencies may change, upon request from the Town and prior written approval between Contractor and the Town.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

4. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Pricing for the current Town municipal buildings and parks waste disposal receptacles and frequencies, based on the above chart, for the year 2025.
- b. Pricing for potential additional receptacles (frequently used sizes) and changes to service frequencies (increases and decreases).
- c. If offered by Contractor, pricing for potential specialty or large item collection from Town municipal buildings and parks.
- d. Approach to assisting Town with determining receptacle size and frequency needs.
- e. Procedures for the Town to add additional trash and recycling receptacles as well as change service frequency.

**C SCOPE 2: TOWN CLEAN-UP DAY WASTE DISPOSAL SERVICES**

1. Town Clean-Up Day Event Goal:

Each year the Town of Timnath hosts a Town Clean-Up and Appreciation Day (the “Event”) in either the Spring or the Fall. The Clean-Up Day allows Town residents to donate or dispose of household items that are no longer wanted or needed. This event offers multiple disposal services for residents to utilize on a first-come, first-served basis until filled. These services include trash dumpster, cardboard and metal recycling, mattress recycling, goodwill donations, electronic recycling, shredding, and wood chipping. The Town is currently seeking proposals from qualified Contractors to provide trash and recycling collection for this annual Event.

2. Town Clean-Up Day Waste Collection Requirements:

The requirements for the Town Clean-Up Day Event will depend on event popularity, previous years’ needs, and future year trends. The most recent Event (Spring 2024) required the following waste collections:

Event	Trash Disposal Receptacle	Cardboard-Only Disposal Receptacle	Metal-Only Disposal Receptacle
Town Clean-Up Day	Eight (8) 30yd dumpsters (Three (3) dump and returns utilized, for a total of four (4) fills)	Three (3) 20yd dumpsters (no additional trips for dumpster)	Two (2) 20yd dumpsters (no additional trips for dumpster)

The Town is open to proposals regarding the sizing of the dumpsters and/or frequency of dumpster dumps and returns.

In addition to the above trash and recycling options, the Town would like to offer hazardous waste disposal at this Event. If Contractor offers these services, please include a description of the services as well as pricing information in the proposal.

3. Service Standards:

Industry standards for waste disposal must be followed at all times. The Town is responsible for any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

4. Town Clean-Up Day Schedule:

Dumpsters should be dropped off prior to the start of the Event at an agreed upon time between Contractor and the Town and should be picked up following the end of the Event at an agreed upon time between Contractor and the Town. Additionally, during the Event, Contractor should pick up full trash disposal dumpsters, dispose of the contents, and replace the dumpster with an empty dumpster no less than three (3) times throughout the Event.

The Town Clean-Up Day Event will only occur once per year. The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles and frequency of disposal for the Event;
- b. A pricing list for the 2025 Event for the types of receptacles the Contractor would use for the Event (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

## **D SCOPE 3: TOWN EVENTS WASTE DISPOSAL SERVICES**

1. Town Events Waste Disposal Services Goal:

The Town of Timnath endeavors to better manage waste during special events to include trash and recycling services. As the Town continues to strive towards greater sustainability, managing waste appropriately is not only better for the environment, but also provides a higher level of service to residents, business owners, and visitors. The selected Contractor of the Special Events Waste Disposal Services will be the Town's partner in ensuring that the Town and residents can effectively dispose of waste at Events.

2. Town Special Events:

The Town of Timnath typically hosts around six (6) large events annually (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 250 and 10,000 visitors per event and all produce a large quantity of waste.



3. Event Waste Quantities:

The different events will require different quantities of both trash and recycling management. Below is a list containing example trash and recycling receptacle needs at various events in 2024:

Town Event	Trash Receptacles Required	Recycling Receptacles Required
Town Safety Fair	Seven (7) 95-Gallon Carts	N/A
Ice Cream Social	Twenty (20) 95-Gallon Carts	Five (5) 95-Gallon Carts
4 <sup>th</sup> of July Celebration	Sixty-Five (65) 95-Gallon Carts	Fifteen (15) 95-Gallon Carts
Town Movie Night	Seven (7) 95-Gallon Carts	N/A
Fall Festival	Fifty (50) 95-Gallon Carts	Ten (10) 95-Gallon Carts
Town Holiday Event	Five (5) 95-Gallon Carts	Five (5) 95-Gallon Carts

The numbers provided in the above chart are intended to showcase the volume of event waste disposal services required by the Town. As events grow in size, waste disposal requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of trash and recycling receptacles required per event, the types of receptacles that will best serve event guests, and placement at events.

4. Event Waste Disposal Schedule:

Determinations regarding the quantities and types of trash and recycling receptacles as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) waste disposal units to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple



years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

Contractor will be responsible for delivering the waste disposal receptacles at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the waste disposal receptacles from the events at the agreed upon time and place after the end of each event as well as proper disposal of the waste. Industry standards for waste disposal must be followed at all times. The Town is responsible any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles for the events;
- b. A pricing list for 2025 events for the types of receptacles the Contractor would use for Town events (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

**E SCOPE 4: TOWN EVENTS PORTABLE TOILET AND RELATED EQUIPMENT RENTALS**

1. Town Events Portable Toilet and Related Equipment Rental Goal:

The Town of Timnath endeavors to better manage portable toilet and related equipment rentals during special events. As the Town continues to strive towards greater events, providing a higher level of service to residents, business owners, and visitors includes portable toilets and related equipment at Town events. The selected Contractor of the special events portable toilets and related equipment rentals will be the Town's partner in ensuring that the Town and residents can effectively manage sanitation needs at Town events.

2. Town Special Events:

The Town of Timnath typically hosts around four (4) large events annually that require portable toilet and equipment rentals (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 2,000 and 10,000 visitors per event and all require portable toilets and/or related equipment for sanitation purposes.

3. Event Rental Requirements:

The different events will require different types and quantities of portable toilet and related equipment rentals. Below is a list containing example rental needs at various events:

Event	Regular Port-A-Potty Rentals	ADA Port-A-Potty Rentals	Family Port-A-Potty Rentals	Handwashing Station Rentals
Ice Cream Social	N/A	N/A	N/A	One (1) Unit
4 <sup>th</sup> of July Celebration	Thirty-Two (32) Units	Three (3) Units	Two (2) Units	Seven (7) Units
Fall Festival	Six (6) Units	Four (4) Units	N/A	Six (6) Units
Holiday Event	N/A	One (1) Unit	Four (4) Units	N/A

The numbers provided in the above chart are intended to showcase the volume of event portable toilet and related equipment rentals required by the Town. As events grow in size, rental requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of portable toilet and related equipment rentals required for Town events, the types of equipment that will best serve event guests, and equipment placements at events.

- a. Contractor must guarantee that the rental units will be serviced (emptied, cleaned, and refilled with soap, water, and toilet paper) prior to the start of each event (preferably within 24 hours of event start time).
- b. Toilet paper and soap must be provided by Contractor. Extra toilet paper and soap must be provided by Contractor in case the units run out.
- c. All portable toilet rentals, at every event, must be staked with t-posts.

4. Event Portable Toilet and Related Equipment Schedule:

Determinations regarding the quantities and types of portable toilet and related equipment rentals as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Contractor will be responsible for delivering the equipment rentals at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the equipment rentals from the events at the agreed upon time and place after the end of each Event. Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) portable toilets

and related equipment to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event portable toilet and related equipment rental needs, including types of equipment for the events;
- b. A pricing list for 2025 events for the types of equipment Contractor would use for Town events (please note: the Town may request changes to the proposed equipment; Contractor should provide multiple options).

**F OUT OF SCOPE SERVICES**

The following items shall be considered as out of scope from this RFP and will not be included in an eventual agreement with the awarded Contractor(s):

- 1) Refuse collection for Town residents' homes;
- 2) Recycling collection from Town residents' homes;
- 3) Specialty or large item collection from Town residents' homes; and
- 4) Hazardous materials and waste collection (included as optional service for Town Clean-Up Day; not required for any other service).

Please be advised that by entering into this contract, the Town is in no way obligated to use only the Contractor(s) that are selected for this contract with the Town, and the Town may, at the Town's discretion, use other organizations for any of the requested services.



## **II PROPOSAL CONTENT**

Proposals should be clear and concise and should be formatted to a standard page size of 8.5"x11".

Each Scope outlined in section I Scope of Work should be treated as a separate proposal should include, at a minimum, the following information:

### **A RFP COVER SHEET**

Must be completed and signed by Contractor's authorized signatory.

### **B COVER LETTER**

Should express Contractor's interest and commitment to providing the selected services for the Town (Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals).

### **C CONTRACTOR QUALIFICATIONS**

Should briefly detail Contractor's background, qualifications, and company structure.

### **D RELEVANT PROJECT EXPERIENCE**

Details of at least three (3) relevant and similar projects completed or in progress within the last five (5) years (ideally municipal clients), including reference contact information.

### **E PROJECT APPROACH**

Should detail the proposed methodology of providing the desired Services to the Town throughout the year. See details in each Scope in Section I Scope of Services

### **F PRICING**

See details in each Scope in section I Scope of Services.

### **G APPENDIX**

1. Confirmation of the firm's agreement with the Town's standard Independent Contractor Agreement.
2. Provide reference contact information for at least three (3) current or recent clients (municipal clients preferred).

### III SELECTION PROCESS

The proposals will be evaluated using the following general criteria with a maximum of 100 points available. Contractors will be evaluated based on the proposal and qualifications. The committee will review and score the proposals to develop a shortlist of the top-ranked firms. If Contractor proposes for multiple services, each proposal will be evaluated separately by the evaluation panel.

1. Selection Criteria:

Proposals should be well-organized, clear, concise, and responsive to the RFP requirements. Selection criteria and relative weights are outlined as follows:

- a. *Respondent Qualifications & Experience with Similar Projects* (30 points)  
Review of the qualifications, depth of services and expertise of the Contractor and assesses Contractor's track record with similar projects with successful results and references.
- b. *Waste Disposal or Portable Toilet & Related Equipment Rentals Services* (30 points)  
Evaluates desirability of specific Services offered.
- c. *Project Approach* (20 points)  
Evaluates Contractor's proposed methodology for managing selected Services.
- d. *Pricing* (20 points)  
Evaluates the value provided by the pricing for the project.
- e. The Town may also evaluate based on such other factors as the Town determines are relevant to consideration of the best interests of the Town.

At the Town's discretion, the shortlisted firms may be invited to participate in oral interviews. The Town prefers interviews to be held in person at the Timnath Town Center.

2. Interview Scoring:

If the shortlisted firms are selected for oral interviews, interview content will be evaluated and scored using the selection criteria outlined in the Selection Criteria section above following the interviews. A total of 10 points may be awarded to each proposal based on the interview. The final evaluation will be based on the Contractor's written proposal, interview (if conducted), and any supplemental information requested.

3. Selection & Contract Award:

The Town and the top-ranked Contractor will execute contracts for the Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals.



# Town of Timnath

4750 SIGNAL TREE DR.  
TIMNATH, CO 80547  
(970) 224-3211  
(970) 224-3217 – FAX

## REQUEST FOR PROPOSALS COVER SHEET

**Date:** ..... **September 13, 2024**  
**Proposal/Bid Title:** .. **Town of Timnath Waste Disposal and Event Portable Toilet & Related Rentals**  
**Proposals Will Be Received Until:**..... **October 11, 2024 @ 11:00 a.m., Local Time**  
Town Center, 4750 Signal Tree Drive, Timnath, CO 80547



Submissions shall be addressed to Lauren Thomson, Procurement Specialist via Rocky Mountain E-Purchasing System (“BidNet System”): <https://www.bidnetdirect.com/colorado/town-of-timnath>

**For Additional Information or Questions, contact Lauren Thomson via Rocky Mountain E-Purchasing System (“BidNet System”):** <https://www.bidnetdirect.com/colorado/town-of-timnath>

**Documents Included in This Package:**

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| Request for Proposals Cover Sheet | Special Terms and Conditions         |
| General Terms and Conditions      | Request for Proposals Specifications |

The undersigned hereby affirms that:

- (1) the signer is a duly authorized agent of the Contractor,
- (2) the signer has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal,
- (3) the proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document,
- (4) the signer acknowledges and confirms the receipt of all Addenda issued for this RFP, including the following:
  - a. Addendum  Dated 9/20/24
  - b. Addendum  Dated 10/4/24
  - c. Addendum / Dated / /
  - d. Addendum Dated / /
  - e. Addendum Dated / /
- (5) the Contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town’s form of Professional Services Master Agreement for Engineering Services, a copy of which is available upon request.

**CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)**

Contractor Company Name: Ram Waste Systems

Company Phone Number: 970-226-3396 Company Fax Number: \_\_\_\_\_

Proposal Contact Person: JP Puma Proposal Contact Title: Sales Mgr.

Proposal Contact Email: ramwaste.jp@gmail.com Proposal Contact Phone: \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_ Authorized Signatory Title: \_\_\_\_\_

Authorized Signatory Email: \_\_\_\_\_ Authorized Signatory Phone: \_\_\_\_\_

Authorized Signature:  Date: 10-10-24





At Ram Waste Systems, we believe that waste & recycling services are best handled when managed by local professionals with an intimate knowledge of local variables and market conditions. We strive to provide excellent service – with a local touch – to our customers, whether they be residential, commercial, industrial, or municipal.

We offer a myriad of services (trash, recycling, sanitation, etc.), and can facilitate both on-schedule and on-demand service needs. In addition to the above tenets, there are several other aspects of our operations that we feel set us above and beyond our competitors.

- Our business structure allows our managers & employees to serve our customers directly, as opposed to having the kind of centralized “top-down” service model many national waste service companies embrace. By choosing Ram Waste Systems you will have direct access to our local management team, people who are empowered to immediately resolve any concerns or issues you may have, as well as access to our local customer service representatives.
- Our fleet of trucks are equipped with cameras and GPS to help ensure safe and accountable operations.
- Our drivers are “Smith System” trained and certified, and subject to professional training and drug screening.

As you know, we have been servicing the Town of Timnath’s municipal building and park needs for well over a decade, and have a proven track record of solid service and an understanding of the scope of work. We look forward to hopefully expanding our service relationship in terms of providing your Special Event and Clean-up Day services as well.

We thank you for the opportunity to bid on your services and welcome any questions so that we may best serve your unique goals and specific service requests.

Sincerely,

A handwritten signature in black ink, appearing to read "JP Puma". The signature is stylized and cursive.

JP Puma

Ram Waste Systems, Inc.

## **Qualifications & Relevant Experience**

As mentioned in our cover letter, Ram Waste Systems utilizes a business structure that values local decision making and employee empowerment to provide the best customer service possible. Ram has been servicing the Northern Colorado Front Range for over 40 years, and has a great deal of experience and understanding of local business and environmental variables.

We have been providing reliable service for the Town of Timnath's Municipal Buildings & Parks for over 15 years, giving us a proven track record of performance and complete understanding of the scope of work.

We have worked with the Towns of Johnstown, Severance and Milliken this year on their community clean-up days, giving us quality experience in providing service to similar-sized towns.

Contact: Jason Elkins (Town of Johnstown) [jelkins@johnstownco.gov](mailto:jelkins@johnstownco.gov) 970-578-9603

Contact: Kayli Adams (Town of Severance) [kadams@townofseverance.org](mailto:kadams@townofseverance.org) 970-686-1218

Contact: Jon Rabas (Town of Milliken) [jrabas@millikenco.gov](mailto:jrabas@millikenco.gov) 303-710-0275

We have also provided services – including sanitation services (port-o-potty, handwashing stations, ADA units) – to events as large as the Larimer County Fair at The Ranch.

Contact: Contact: Chris Brodzinski [Brodzict@larimer.org](mailto:Brodzict@larimer.org) 970-691-0497

## **Project Approach**

Our extensive inventory of trucks (front-load, rear-load, side-load, roll-off, sanitation) and associated equipment (dumpsters, carts, portable toilets, handwashing stations) allows us to provide any services requested in the RFP's scope of services. We would want to meet with Town staff ahead of each event to determine specific logistics and suggest best approach to service.

Scope 1 (Municipal Buildings & Parks): Requires dumpster and cart service with rear-load, side-load, or front-load

Scope 2 (Town Clean-up Day): Requires roll-off containers and trucks

Scope 3 (Town Events Solid Waste): Requires either cart and/or dumpster services with rear-load, side-load, or front-load

Scope 4 (Town Events Portable Toilets): Requires various port-a-potties, handwashing stations, and sanitation pump truck. "Family-style" port-a-potties would be subleased if available.



## Pricing

Scope 1 (Municipal Buildings & Parks):

Location	Trash Receptacle	Trash Collection Frequency	Recycling Receptacles	Recycling Collection Frequency	Price (Monthly)
<b>Timnath Town Center</b>	3yd dumpster	Weekly	2yd dumpster	Weekly	\$125.00
<b>Public Works Building</b>	3yd dumpster	Weekly (Oct-Mar) 2x/week (Apr-Sep)	95-gallon cart	Weekly	\$87.50 (Oct-Mar) / \$160 (Apr-Sep)
<b>Timnath Police Department</b>	3yd dumpster	Weekly	95-gallon cart	Weekly	\$87.50
<b>Timnath Community Park</b>	3yd dumpster	Weekly	n/a	n/a	\$75.00
<b>Timnath Reservoir</b>	3yd dumpster	Weekly	n/a	n/a	\$75.00
<b>Weitzel Park</b>	3yd dumpster	Weekly	95-gallon cart	Weekly	\$87.50
<b>Wildwing Park</b>	3yd dumpster	Weekly	95-gallon cart	Weekly	\$87.50

Upon request, we are happy to meet with Town representatives to discuss any alterations to service (size, frequency, location, etc.). Due to a myriad of unknown factors, listing prices is problematic. Bulk item pick-up is also available, but difficult to price without knowing specifics.

Scope 2 (Town Clean-up Day):

Event	Trash Receptacle	Cardboard-Only Receptacle	Metal-Only Receptacle
<b>Town Clean-up Day</b>	Eight 30-yd roll-offs, plus round trip requests	Three 20-yd roll-offs	Two 20-yd roll-offs
<b>Price</b>	\$150/delivery (x8), \$435/haul	\$150/delivery, \$300/haul	\$150/delivery, \$200/haul

Scope 3 (Town Events Solid Waste):

Event	Trash Receptacle	Recycling Receptacles	Price
Town Safety Fair	Seven 95-gallon carts	n/a	\$90.00
Ice Cream Social	Twenty 95-gallon carts	Five 95-gallon carts	\$300.00
4th of July	Sixty-five 95-gallon carts	Fifteen 95-gallon carts	\$1,000.00
Town Movie Night	Seven 95-gallon carts	n/a	\$90.00
Fall Festival	Fifty 95-gallon carts	Ten 95-gallon carts	\$750.00
Town Holiday Event	Five 95-gallon carts	Five 95-gallon carts	\$125.00

Scope 4 (Town Events Portable Toilets):

Location	Regular Port-a-potty	ADA Port-a-potty	Family Port-a-potty	Handwashing Station	Price
Ice Cream Social	n/a	n/a	n/a	One unit	\$150.00
4th of July	Thirty-two units	Three units	n/a*	Seven units	\$8,000.00
Fall Festival	Six units	Four units	n/a	Six units	\$3,000.00
Holiday Event	n/a	One unit	n/a*	n/a	\$150.00

\*"Family-style" port-a-potties would be subleased if available.

## **Appendix**

1) Please find enclosed our edits to the Town's standard Independent Contractor Agreement.

2) We have worked with the Towns of Johnstown, Severance and Milliken this year on their community clean-up days, giving us quality experience in providing service to similar-sized towns.

Contact: Jason Elkins (Town of Johnstown) [jelkins@johnstownco.gov](mailto:jelkins@johnstownco.gov) 970-578-9603

Contact: Kayli Adams (Town of Severance) [kadams@townofseverance.org](mailto:kadams@townofseverance.org) 970-686-1218

Contact: Jon Rabas (Town of Milliken) [jrabas@millikenco.gov](mailto:jrabas@millikenco.gov) 303-710-0275

We have also provided services – including sanitation services (port-o-potty, handwashing stations, ADA units) – to events as large as the Larimer County Fair at The Ranch.

Contact: Chris Brodzinski [Brodzict@larimer.org](mailto:Brodzict@larimer.org) 970-691-0497



**EXHIBIT A-1**  
CONTRACTOR'S COMPLETED W-9

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Ram Waste Systems, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>3 Waterway Sqaure Place, Suite 110</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>The Woodlands, Texas 77380</b>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	0	9	1	6	4	1	5

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>7/1/24</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;\*
  - d. broad form property damages;
  - e. medical payments;
  - f. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**\*This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.



**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE



**EXHIBIT C**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

RAM WASTE SYSTEMS, INC.

is a

Corporation

formed or registered on 04/21/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871517848 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2024 that have been posted, and by documents delivered to this office electronically through 11/15/2024 @ 08:25:14 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/15/2024 @ 08:25:14 in accordance with applicable law. This certificate is assigned Confirmation Number 16721113 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**INDEPENDENT CONTRACTOR AGREEMENT  
(Event Waste Disposal)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 10<sup>th</sup> day of December, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and ALLIED WASTE SYSTEMS, INC DBA REPUBLIC SERVICES, INC, a Delaware Corporation (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, the Town has appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body



of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of January 1, 2025 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional four (4) one-year terms commencing January 1<sup>st</sup> of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until the date such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25<sup>th</sup> of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the



Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an

invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town’s obligations to perform under this Agreement are specifically conditioned on Contractor’s performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR’S INSURANCE.



a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

### 13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as

confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens or verified statements of claim filed with the Town for labor performed, materials



supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

c. This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this Section 16 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town, unless the Town terminates the Agreement for convenience.



20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town:           Town of Timnath  
                                  Attn: Town Manager  
                                  4750 Signal Tree Drive  
                                  Timnath, CO 80547  
                                  970-224-3211 (phone)  
                                  970-224-3217 (fax)

With copy to:           Timnath Town Attorney  
                                  Attn: Carolyn Steffl  
                                  4750 Signal Tree Drive  
                                  Timnath, Colorado 80547  
                                  (970) 224-3211 (phone)  
                                  (970) 224-3217 (fax)

Contractor: Allied Waste Systems, Inc dba Republic Services, Inc  
Attn: Roger Munoz  
1941 Heath Pkwy  
Fort Collins, CO 80524  
(970) 818-3434 (phone)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.



c. Litigation. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Agreement, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town’s obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys’ fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Remainder of page intentionally left blank. Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:  
*Aaron Adams*  
A7C88DD439C4A6  
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:  
*Milissa Peters Garcia*  
07A6AF3B02114D7...  
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Carolyn Steffl*  
F44B3963ECC0949F...  
Carolyn R. Steffl, Town Attorney

***Town's Signature Page to Independent Contractor Agreement for Event Waste Disposal Services with the Town of Timnath and Allied Waste Systems, Inc dba Republic Services, Inc, dated December 10, 2024***

CONTRACTOR:

ALLIED WASTE SYSTEMS, INC DBA  
REPUBLIC SERVICES, INC, a Delaware  
Corporation

*Roger Munoz*

Printed Name: Roger Munoz

Title: Account Manager

***Contractor's Signature Page to Independent Contractor Agreement for Event Waste Disposal  
Services with the Town of Timnath and Allied Waste Systems, Inc dba Republic Services, Inc,  
dated December 10, 2024***



## EXHIBIT A

### SCOPE OF SERVICES

The attached Request for Proposals Specifications dated September 13, 2024 and the attached Proposal dated October 10, 2024 (specifically Scopes 2, excluding Scope 1, 3, and 4) from Contractor to the Town shall constitute this Scope of Services.



**Town of Timnath**  
Clean-Up

Name	Address	Qty	Size	Frequency	Delivery	Haul Rate	Total Cost
Town Clean-Up	5500 Summerfield Pkwy	8	30yd Trash Roll Off	11 hauls	\$150 each	\$525.00	\$6,975.00
Town Clean-Up	5500 Summerfield Pkwy	3	20yd Cardboard Roll Off	3 hauls	\$150 each	\$450.00	\$1,800.00
Town Clean-Up	5500 Summerfield Pkwy	2	20yd Metal Roll Off	2 hauls	\$150 each	\$450.00	\$1,200.00
							<b>\$9,975.00</b>

Roll Off Options	30yd	on-call	\$150	\$525.00
	20yd	on-call	\$150	\$450.00
	15yd	on-call	\$150	\$400.00

# Town of Timnath

## REQUEST FOR PROPOSALS

### SPECIFICATIONS

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#### **I SCOPE OF WORK**

The Town of Timnath ("Town") is soliciting proposals from one or more qualified Contractor(s) to enter into an Independent Contractor Agreement to provide Town of Timnath Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals for the Town. These services will help the Town to support current and future growth as well as support the Town citizens and event guests. Contractors may submit proposals for one of the four services or up to all four services; each proposed service will be treated as a separate proposal. Each proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years.

#### **A BACKGROUND INFORMATION**

The Town of Timnath is a community of approximately 9,300 residents (2022 US Census ACS). The Town, founded in 1882, has remained an agriculture and farming community for decades. Over the last two decades, communities in northern Colorado have been experiencing rapid growth, and Timnath is no exception. Current building permit trends suggest that the Town's population could increase by 7,500 residents in the next 10 to 15 years. To support current and future growth, the Town needs waste disposal and portable toilet-related rentals for municipal buildings and events.

#### **B SCOPE 1: MUNICIPAL BUILDINGS & PARKS WASTE DISPOSAL SERVICES**

The Town of Timnath currently has three (3) municipal buildings and three (3) parks (soon to be four – one additional park should be opening in the next few months) that require waste disposal. The Town is seeking a Contractor to provide waste receptacles as well as disposal services for the Town's properties. As the Town continues to grow in regards to residents, municipal buildings, and parks, the waste disposal service needs have grown and will continue to grow. The selected Contractor should anticipate growth in regards to the Town's required services.

1. Service & Equipment Requirements:

- a. Contractor shall supply all waste containers and dumpsters at the designated size on the current buildings and parks waste disposal (see below).
- b. Contractor shall supply all labor, vehicles, equipment, and products necessary to collect and dispose of solid waste materials placed in waste containers and dumpsters on the current buildings and parks waste disposal (see below).
- c. Contractor shall provide waste container(s) and dumpster(s) for area locations with lids/covers as requested by the Town.
- d. Contractor shall obtain and maintain all appropriate permits and licenses for vehicles, employees, and waste disposal as required by law.
- e. If services at the Weekly Locations fall on a holiday, Contractor shall provide the service no later than the next Business Day.
- f. Contractor shall empty containers per the frequency indicated on the current buildings and parks waste disposal (see below).
- g. Contractor shall not charge any rental and/or inactivity fees for waste containers and/or dumpsters to the Town

2. Current Municipal Building & Parks Waste Disposal Requirements:

The Town municipal buildings and parks currently utilize the following trash disposal receptacles and schedules:

Location	Trash Receptacles	Trash Collection Frequency	Recycling Receptacles	Recycling Collection Frequency
Timnath Town Center	3yd dumpster	Weekly	2yd dumpster	Weekly
Public Works Building	3yd dumpster	Weekly-Oct-Mar Twice/Week-Apr-Sept	95-Gallon Cart	Weekly
Timnath Police Department	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Timnath Community Park	3yd dumpster	Weekly	N/A	N/A



Timnath Reservoir	3yd dumpster	Weekly	N/A	N/A
Weitzel Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Wildwing Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly

As the Town continues to grow and add new properties and parks, the selected vendor must be prepared to modify the current waste disposal receptacles as well as provide the Town with new waste disposal receptacles.

3. Municipal Buildings and Parks Waste Disposal Schedule:

The disposal/waste pickup schedule for current Town municipal buildings and parks waste is outlined in the above chart. These services are required year-round at the specified frequency, beginning the first week of each calendar year. Service frequencies may change, upon request from the Town and prior written approval between Contractor and the Town.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

4. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Pricing for the current Town municipal buildings and parks waste disposal receptacles and frequencies, based on the above chart, for the year 2025.
- b. Pricing for potential additional receptacles (frequently used sizes) and changes to service frequencies (increases and decreases).
- c. If offered by Contractor, pricing for potential specialty or large item collection from Town municipal buildings and parks.
- d. Approach to assisting Town with determining receptacle size and frequency needs.
- e. Procedures for the Town to add additional trash and recycling receptacles as well as change service frequency.

**C SCOPE 2: TOWN CLEAN-UP DAY WASTE DISPOSAL SERVICES**

1. Town Clean-Up Day Event Goal:

Each year the Town of Timnath hosts a Town Clean-Up and Appreciation Day (the “Event”) in either the Spring or the Fall. The Clean-Up Day allows Town residents to donate or dispose of household items that are no longer wanted or needed. This event offers multiple disposal services for residents to utilize on a first-come, first-served basis until filled. These services include trash dumpster, cardboard and metal recycling, mattress recycling, goodwill donations, electronic recycling, shredding, and wood chipping. The Town is currently seeking proposals from qualified Contractors to provide trash and recycling collection for this annual Event.

2. Town Clean-Up Day Waste Collection Requirements:

The requirements for the Town Clean-Up Day Event will depend on event popularity, previous years’ needs, and future year trends. The most recent Event (Spring 2024) required the following waste collections:

Event	Trash Disposal Receptacle	Cardboard-Only Disposal Receptacle	Metal-Only Disposal Receptacle
Town Clean-Up Day	Eight (8) 30yd dumpsters (Three (3) dump and returns utilized, for a total of four (4) fills)	Three (3) 20yd dumpsters (no additional trips for dumpster)	Two (2) 20yd dumpsters (no additional trips for dumpster)

The Town is open to proposals regarding the sizing of the dumpsters and/or frequency of dumpster dumps and returns.

In addition to the above trash and recycling options, the Town would like to offer hazardous waste disposal at this Event. If Contractor offers these services, please include a description of the services as well as pricing information in the proposal.

3. Service Standards:

Industry standards for waste disposal must be followed at all times. The Town is responsible for any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

4. Town Clean-Up Day Schedule:

Dumpsters should be dropped off prior to the start of the Event at an agreed upon time between Contractor and the Town and should be picked up following the end of the Event at an agreed upon time between Contractor and the Town. Additionally, during the Event, Contractor should pick up full trash disposal dumpsters, dispose of the contents, and replace the dumpster with an empty dumpster no less than three (3) times throughout the Event.

The Town Clean-Up Day Event will only occur once per year. The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles and frequency of disposal for the Event;
- b. A pricing list for the 2025 Event for the types of receptacles the Contractor would use for the Event (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

## **D SCOPE 3: TOWN EVENTS WASTE DISPOSAL SERVICES**

1. Town Events Waste Disposal Services Goal:

The Town of Timnath endeavors to better manage waste during special events to include trash and recycling services. As the Town continues to strive towards greater sustainability, managing waste appropriately is not only better for the environment, but also provides a higher level of service to residents, business owners, and visitors. The selected Contractor of the Special Events Waste Disposal Services will be the Town's partner in ensuring that the Town and residents can effectively dispose of waste at Events.

2. Town Special Events:

The Town of Timnath typically hosts around six (6) large events annually (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 250 and 10,000 visitors per event and all produce a large quantity of waste.



3. Event Waste Quantities:

The different events will require different quantities of both trash and recycling management. Below is a list containing example trash and recycling receptacle needs at various events in 2024:

Town Event	Trash Receptacles Required	Recycling Receptacles Required
Town Safety Fair	Seven (7) 95-Gallon Carts	N/A
Ice Cream Social	Twenty (20) 95-Gallon Carts	Five (5) 95-Gallon Carts
4 <sup>th</sup> of July Celebration	Sixty-Five (65) 95-Gallon Carts	Fifteen (15) 95-Gallon Carts
Town Movie Night	Seven (7) 95-Gallon Carts	N/A
Fall Festival	Fifty (50) 95-Gallon Carts	Ten (10) 95-Gallon Carts
Town Holiday Event	Five (5) 95-Gallon Carts	Five (5) 95-Gallon Carts

The numbers provided in the above chart are intended to showcase the volume of event waste disposal services required by the Town. As events grow in size, waste disposal requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of trash and recycling receptacles required per event, the types of receptacles that will best serve event guests, and placement at events.

4. Event Waste Disposal Schedule:

Determinations regarding the quantities and types of trash and recycling receptacles as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) waste disposal units to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple

years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

Contractor will be responsible for delivering the waste disposal receptacles at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the waste disposal receptacles from the events at the agreed upon time and place after the end of each event as well as proper disposal of the waste. Industry standards for waste disposal must be followed at all times. The Town is responsible any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles for the events;
- b. A pricing list for 2025 events for the types of receptacles the Contractor would use for Town events (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

**E SCOPE 4: TOWN EVENTS PORTABLE TOILET AND RELATED EQUIPMENT RENTALS**

1. Town Events Portable Toilet and Related Equipment Rental Goal:

The Town of Timnath endeavors to better manage portable toilet and related equipment rentals during special events. As the Town continues to strive towards greater events, providing a higher level of service to residents, business owners, and visitors includes portable toilets and related equipment at Town events. The selected Contractor of the special events portable toilets and related equipment rentals will be the Town's partner in ensuring that the Town and residents can effectively manage sanitation needs at Town events.

2. Town Special Events:

The Town of Timnath typically hosts around four (4) large events annually that require portable toilet and equipment rentals (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 2,000 and 10,000 visitors per event and all require portable toilets and/or related equipment for sanitation purposes.

3. Event Rental Requirements:

The different events will require different types and quantities of portable toilet and related equipment rentals. Below is a list containing example rental needs at various events:

Event	Regular Port-A-Potty Rentals	ADA Port-A-Potty Rentals	Family Port-A-Potty Rentals	Handwashing Station Rentals
Ice Cream Social	N/A	N/A	N/A	One (1) Unit
4 <sup>th</sup> of July Celebration	Thirty-Two (32) Units	Three (3) Units	Two (2) Units	Seven (7) Units
Fall Festival	Six (6) Units	Four (4) Units	N/A	Six (6) Units
Holiday Event	N/A	One (1) Unit	Four (4) Units	N/A

The numbers provided in the above chart are intended to showcase the volume of event portable toilet and related equipment rentals required by the Town. As events grow in size, rental requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of portable toilet and related equipment rentals required for Town events, the types of equipment that will best serve event guests, and equipment placements at events.

- a. Contractor must guarantee that the rental units will be serviced (emptied, cleaned, and refilled with soap, water, and toilet paper) prior to the start of each event (preferably within 24 hours of event start time).
- b. Toilet paper and soap must be provided by Contractor. Extra toilet paper and soap must be provided by Contractor in case the units run out.
- c. All portable toilet rentals, at every event, must be staked with t-posts.

4. Event Portable Toilet and Related Equipment Schedule:

Determinations regarding the quantities and types of portable toilet and related equipment rentals as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Contractor will be responsible for delivering the equipment rentals at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the equipment rentals from the events at the agreed upon time and place after the end of each Event. Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) portable toilets



and related equipment to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event portable toilet and related equipment rental needs, including types of equipment for the events;
- b. A pricing list for 2025 events for the types of equipment Contractor would use for Town events (please note: the Town may request changes to the proposed equipment; Contractor should provide multiple options).

**F OUT OF SCOPE SERVICES**

The following items shall be considered as out of scope from this RFP and will not be included in an eventual agreement with the awarded Contractor(s):

- 1) Refuse collection for Town residents' homes;
- 2) Recycling collection from Town residents' homes;
- 3) Specialty or large item collection from Town residents' homes; and
- 4) Hazardous materials and waste collection (included as optional service for Town Clean-Up Day; not required for any other service).

Please be advised that by entering into this contract, the Town is in no way obligated to use only the Contractor(s) that are selected for this contract with the Town, and the Town may, at the Town's discretion, use other organizations for any of the requested services.

## **II PROPOSAL CONTENT**

Proposals should be clear and concise and should be formatted to a standard page size of 8.5"x11".

Each Scope outlined in section I Scope of Work should be treated as a separate proposal should include, at a minimum, the following information:

### **A RFP COVER SHEET**

Must be completed and signed by Contractor's authorized signatory.

### **B COVER LETTER**

Should express Contractor's interest and commitment to providing the selected services for the Town (Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals).

### **C CONTRACTOR QUALIFICATIONS**

Should briefly detail Contractor's background, qualifications, and company structure.

### **D RELEVANT PROJECT EXPERIENCE**

Details of at least three (3) relevant and similar projects completed or in progress within the last five (5) years (ideally municipal clients), including reference contact information.

### **E PROJECT APPROACH**

Should detail the proposed methodology of providing the desired Services to the Town throughout the year. See details in each Scope in Section I Scope of Services

### **F PRICING**

See details in each Scope in section I Scope of Services.

### **G APPENDIX**

1. Confirmation of the firm's agreement with the Town's standard Independent Contractor Agreement.
2. Provide reference contact information for at least three (3) current or recent clients (municipal clients preferred).

### III SELECTION PROCESS

The proposals will be evaluated using the following general criteria with a maximum of 100 points available. Contractors will be evaluated based on the proposal and qualifications. The committee will review and score the proposals to develop a shortlist of the top-ranked firms. If Contractor proposes for multiple services, each proposal will be evaluated separately by the evaluation panel.

1. Selection Criteria:

Proposals should be well-organized, clear, concise, and responsive to the RFP requirements. Selection criteria and relative weights are outlined as follows:

- a. *Respondent Qualifications & Experience with Similar Projects* (30 points)  
Review of the qualifications, depth of services and expertise of the Contractor and assesses Contractor's track record with similar projects with successful results and references.
- b. *Waste Disposal or Portable Toilet & Related Equipment Rentals Services* (30 points)  
Evaluates desirability of specific Services offered.
- c. *Project Approach* (20 points)  
Evaluates Contractor's proposed methodology for managing selected Services.
- d. *Pricing* (20 points)  
Evaluates the value provided by the pricing for the project.
- e. The Town may also evaluate based on such other factors as the Town determines are relevant to consideration of the best interests of the Town.

At the Town's discretion, the shortlisted firms may be invited to participate in oral interviews. The Town prefers interviews to be held in person at the Timnath Town Center.

2. Interview Scoring:

If the shortlisted firms are selected for oral interviews, interview content will be evaluated and scored using the selection criteria outlined in the Selection Criteria section above following the interviews. A total of 10 points may be awarded to each proposal based on the interview. The final evaluation will be based on the Contractor's written proposal, interview (if conducted), and any supplemental information requested.

3. Selection & Contract Award:

The Town and the top-ranked Contractor will execute contracts for the Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals.







Sustainability in Action

## Town of Timnath RFP



Trash Removal, Recycling Services and  
Sanitation Services

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**Cover Letter/ Executive Summary**

**An overwhelming majority of customers extend their current contracts with Republic Services because of our partnerships and local expertise offering proactive service, proven commitment, real sustainability, and relentless optimism.**

**Best Value**

The Republic Services team is passionate about our role as responsible stewards of our planet. We believe in a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

**Republic Services is your low-risk, best value partner**

- Reliable – 99.9% pickup rate
- Environmental Responsibility – approximately 21% of the fleet operates on natural gas
- Safer – 38% fewer incidents than industry average
- Simple solutions – manage your account with the Republic Services app
- Named to the Dow Jones Sustainability North America Index
- Named to Barron’s 100 Most Sustainable Companies
- US-based, national Customer Resource Centers

**A Commitment to Excellence**

We know that by offering differentiated products, services and experiences designed to meet our customers’ wants and needs, we drive customer loyalty and increase willingness to pay. We continue to invest in and enhance our customer-facing

*Figure 2. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for recycling and waste services.*

Strengths of our Company	Benefits
99.9% On-time reliability rate	Happy community; fewer calls to city hall
38% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized on Dow Jones Sustainability Index for North America	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion



### Trash Removal and Recycling Services

technology. We also use our RISE platform for our dispatch operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers – which also further empowers our employees, improves productivity, and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term.

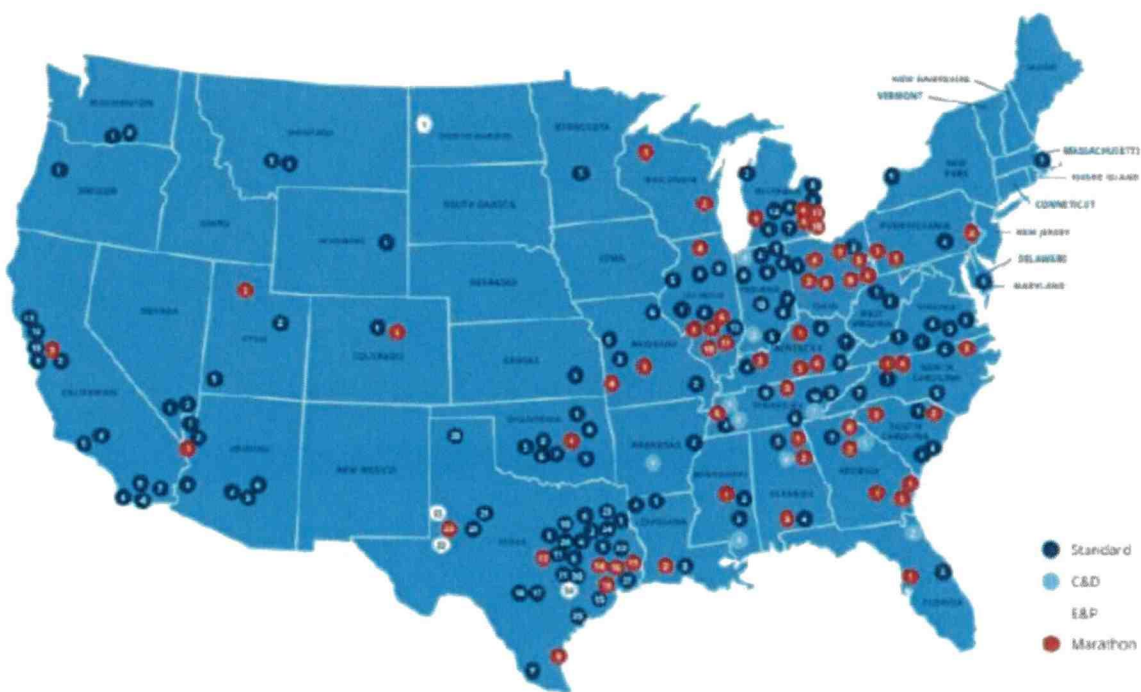
**Sustainability in Action™** is our promise that lets customers know they can always rely on us to handle their recycling and waste needs in a responsible way.

There is an energy of excellence at Republic Services, and it is surging through everything we do.

We begin by actively listening to our customers. We mine these conversations for insights into customer wants and needs. Those insights lead to innovation. Our innovation brings about simple solutions for our customers. We configure products and services to the individual customer at the right price.

Our strategy for growth is articulated through four main themes:

Figure 3. **Local team with a national network.** Republic Services has more than 198 active landfills across North America.







## Trash Removal and Recycling Services

### Proactive Service

We know reliability is important to you. We offer predictable and dependable services, first-call resolution, and a single point of contact.

### Proven Commitment

Our reputation is built on our experience and credibility translated into action. We're devoted to our customers and providing you the dependable service you deserve.

### Real Sustainability

Republic Services is recognized by third-party organizations for sustainability. We have the expertise to ensure your waste disposal is responsible and sustainable.

### Relentless Optimism

Your community is a vital part of our economy. Our extensive network and resources allow us to say yes to varying needs with customized solutions.

We strive to make our process an effortless and enjoyable experience for customers. We enable customers to interact with us on their terms: online, in-person or by phone.

From operations to talent to technology, we are focused on not just meeting the needs of our millions of customers but exceeding them.

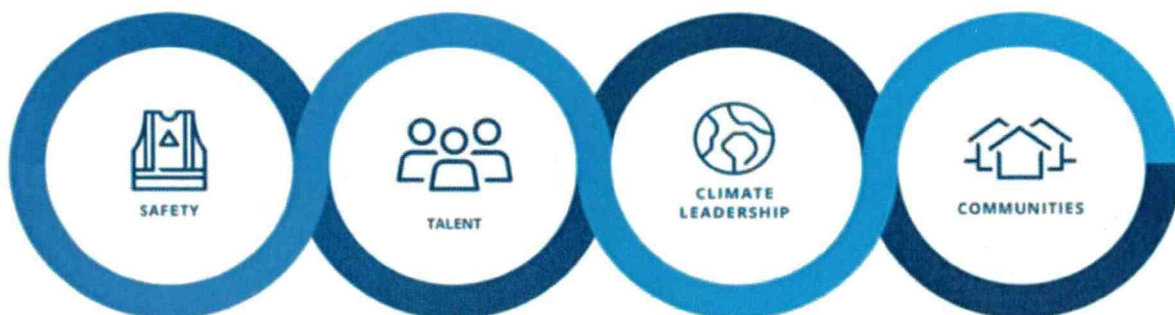
Low-cost providers in the industry sacrifice one or more of these elements, translating to risk to your organization. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving more than 2,400 communities today.

### Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

**Our Northern Colorado facility is located in Fort Collins. We are locally based, having accessible staff members in Fort Collins and Greeley.**

Figure 4. Sustainability platform is based on four elements: safety, talent, climate leadership and communities.







Trash Removal and Recycling Services

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Town of Timnath that many other providers in the industry are unable to stand behind.

**Sustainability**

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generate renewable energy, we are **Sustainability in Action**™.

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

**We are guardians of our environment and have a big responsibility to it.**

We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating, and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers across North America. Republic Services’ multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we’ve built our 2030 Sustainability Goals.

**Safety**

We prioritize safety above all else. When people feel safe, they can fully participate.

*Figure 5. Recognition supports our approach. Engaged employees and leadership make Republic Services an employer of choice.*





## Trash Removal and Recycling Services

every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multifaceted, and well-organized safety program. Republic Services has a 38% lower than the average industry incident rate based on OSHA recordable data.

We have been, and will continue to strive to be, the safest waste services company in America.

### Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every

level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a committed team of nearly 300 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes.

Figure 6. Our 2030 Sustainability Goals

# Our 2030 Sustainability Goals



<sup>1</sup> SBTI is a collaboration between COP, the United Nations Global Compact (UNGC), World Resources Institute (WRI) and the World Wide Fund for Nature (WWF)





## Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

## Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations, civic and business entities of the Town of Timnath.

## Company and Personnel

**Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams.**

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. They are knowledgeable of local collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of our parent company, Republic Services, Inc.

Republic Services' in-house training, personnel advancement, recruitment programs, and workforce development are some of the most comprehensive in the industry. This enables Republic Services to

attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

## Our Mission

### ***Our Mission is Sustainability in Action.***

That's our brand promise to let customers know they can count on us to provide an exceptional experience while protecting our environment. Our employees are helping to ensure a cleaner, safer, and healthier world where people and communities thrive for generations to come.

### **Our Vision is to partner with customers to create a more sustainable world.**

Republic Services proactively executes essential aspects of our customers' environmental responsibilities so they can always make a positive impact on people and planet.

## Relevant Experience

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing services. This team's unique combination of collection experience, recycling expertise, and innovative management systems will ensure quality service for the duration of the contract.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in the region. This allows us to quickly respond and meet your needs; all-the-while staying in touch with your local businesses and residents. We believe our strong area management team allows us to effectively drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility, and autonomy for operations within their geographic markets.





Because of retaining experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

### National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis, such as floods or fires. In times of challenges like this, our area and corporate teams activate to ensure people are safe and our assets are operational, so we can return to normal operations as soon as possible.

### Key Personnel Resume

The key positions and roles involved in the delivery of this contract are listed below:

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have the authority, responsibility, and autonomy for operations within their geographic markets.

### Six Decades Serving NOCO

For 63 years, Republic Services of Northern Colorado has partnered with residents, and

### Local Business Unit has over 35 years of combined industry experience

- We provide jobs to more than 35,000 people nationwide, including 302 who live and work in your community
- The local General Manager and their business unit are fully empowered to serve your needs
- Every business unit is supported by area and corporate staff

businesses in this region to provide solid waste, recycling, and bulky item collection.

Republic Services is integrated in the community, employing approximately 302 people within Weld and Larimer County. Because of retaining experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

### Professional Staff

Your local team has been working together in various capacities for over 35 years, serving customers in the area. Listed below are the individuals who will be managing this partnership and contract.



#### Area President

**Ryan Lawler**

Northwest Area  
[rlawler@republicservices.com](mailto:rlawler@republicservices.com)  
 425-214-3541

Ryan joined Republic in 2018 as Area Director of Business Development prior to taking on his current role as the NW Area President. Ryan holds a bachelor's degree in accounting and Master of Professional Accounting from the University of Washington's Michael G. Foster School of Business. Ryan is a professional business leader with a strong record centered on



building strong teams, customer service and return on investment. He is responsible for all sales, finance, human resources, safety and environmental compliance, environmental engineering, and all operations of the Northwest Area. This includes a seven-state region with a book of business of over \$1 billion in revenue and 2,600 employees.



**General Manager**

**Adena Gilden**  
Northern CO/WY  
[agilden@republicservices.com](mailto:agilden@republicservices.com)  
480-757-9754

Adena graduated from Purdue University with a Bachelor of Science degree in Hospitality Business, and then earned her Master of Business Administration degree from Arizona State University. Adena joined Republic Services Corporate Headquarters in 2018 as part of the Fleet & Maintenance Team where she was responsible for asset management and capital planning. Prior to Republic, Adena spent more than 10 years in the Hospitality Industry opening new restaurants, delivering operational results, and driving customer satisfaction. Adena is currently the General Manager of Republic Services in Northern Colorado and Southern Wyoming where she oversees 200+ employees and four hauling sites.



**Dedicated Account Manager**

**Roger Munoz**  
Northern CO  
[rmunoz@republicservices.com](mailto:rmunoz@republicservices.com)  
970-818-3434

Roger has over 15 years of Sales and Account Management experience and has been with Republic Services for 5 years. He manages a book of commercial businesses for Northern Colorado, building strong relationships, has exceptional attention to detail & strong problem-solving skills. He recently moved to Wellington and is looking forward to getting involved with the community through various activities, enjoying all that Wellington has to offer.



**BU Financial Manager**

**Catherine Morrow, CPA**  
Northern CO/WY  
[cmorrow@republicservices.com](mailto:cmorrow@republicservices.com)  
702-599-5909

Catherine has 5 years of experience in the solid waste industry and is currently responsible for all accounting, statistical and administrative reporting functions for Republic Services. She transferred from Nevada to Colorado's Republic Services' office in 2020. Her responsibilities include providing and reviewing financial statements, variance analyses, billing and account reconciliation. She offers analytical support for the division goals, develops the annual budget and manages the accounting department.



**Operations Manager**

**Austin Self**  
Northern CO  
[aself@republicservices.com](mailto:aself@republicservices.com)  
970-566-1690

Driving excellence in safety, service and operational execution are the core values that have highlighted Austin's career. Celebrating nineteen years in the waste industry, Austin is skilled in all aspects of operations and roll-off services. He brings hauling, efficiencies, leadership, project planning and municipal experience. He is responsible for productivity, managing budgets, personnel, deep knowledge of landfill and recycling center operations and technical expertise on many of the systems Republic Services uses to conduct routes each day.



**Operations Manager**

**Tyler Farley**  
Northern CO  
[tfarley@republicservices.com](mailto:tfarley@republicservices.com)  
720-469-8751

Tyler is primarily responsible for all aspects of operations and overseeing drivers and supervisors in the





## Trash Removal and Recycling Services

Fort Collins market for this contract and all waste and recycling services. He has been involved in the solid waste industry in the roles of Operation Supervisor and, most recently, Operations Manager. He oversees all commercial crews, initiating work assignments, training staff, routing and monitoring progress to improve work efficiencies.



### Sales Manager

**Chris Miller**

Northern CO / Southern WY

[cmiller6@republicservices.com](mailto:cmiller6@republicservices.com)

970-818-3427

Chris has been in Sales Management for the past 18 years with Republic Services. Chris has recently moved from his position in San Francisco, California to Fort Collins. Years prior Chris lived in Greeley, and he is happy to come back to Colorado where he can be closer to his family. These connections as well as working with Republic Services allow Chris to be active towards keeping Northern Colorado communities safe and clean while working towards climate action goals and providing the most extensive sustainably programs among haulers in the area. Chris values our team's commitment to customer service to provide the best service to our customers.

### Maintenance Manager

**Kevin O'Reilly**

Northern CO / Southern WY

[koreilly@republicservices.com](mailto:koreilly@republicservices.com)

970-818-3437



Kevin has been in the solid waste industry since 2016. He manages all aspects of our fleet maintenance program. He has worked for Republic Services in Commerce City.

Kevin ensures that all repair and maintenance work is performed in a safe, efficient, and timely manner and re-allocating resources among sites, as appropriate. He coordinates, plans, and schedules all repair work to increase productivity. He keeps our fleet maintained and running well.

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution.

### Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste and recycling services with a variety of dumpster sizes and service frequencies to meet every business' needs.

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris
- Ensure that enclosures are properly secured

### Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling cart. Republic Services then collects and transports the materials to the Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.





## Customer Service Plan

We have redefined the Best Practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Your local team has been working together in various capacities.

## Response Time for Issues

Response time for issues is within one business day.

## Availability of Account Manager

Your account manager, Roger Munoz, is available by phone 970-818-3434 or email [rmunoz@republicservices.com](mailto:rmunoz@republicservices.com).

## Communication Plan

Please call your account manager for all of your needs. In the case they are not available, please contact the local customer service line at 970.484.5556 Monday - Friday 8AM- 4:30PM.

## Route Planning

Routes are managed by a local operations staff based out of Fort Collins.

## Goals and Timelines

Your account manager will evaluate service frequency and dumpster size on a regular basis and make recommendations for adjustments as needed. Dumpsters will be kept neat in appearance and in good working conditions based on these evaluations.

Recycling and trash will be provided at all requested locations. The equipment is

already onsite, thus there will be no disruption to service or deliveries to schedule. Recycling equipment is for single-stream recycling.

## Invoicing Process

Republic Services has invested to create a complete service offering that allows customers to request service on their terms.

Our customers now can reach us 24/7 via our website, [www.RepublicServices.com](http://www.RepublicServices.com), or via our Republic Services mobile app.

Our self-service options are designed to improve overall response time, enabling

resolution to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay and paperless billing
- Submit inquiries or complaints

Our 2020 results are offering in the figure below, indicating NPS with a 9.2 out of 10 satisfaction; 97.8% of callers feeling we achieved First Call resolution; and 95.1% feeling we handled their needs in a reasonable time.

## Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app.



**CITY OF FORT COLLINS  
LIQUID WASTE HAULER PERMIT**

**Permit Number # 2023-1057**

In accordance with the provisions of the Fort Collins Municipal Code ("City Code"), including Section 26-312, the City of Fort Collins, through its Fort Collins Utilities, ("City") hereby issues this Liquid Waste Hauler Permit ("Permit") to the following Permittee:

**Company Name: Allied Waste**  
**Address: 1941 Heath Parkway #2**  
**Fort Collins, Colorado 80524**

The Permittee is authorized to discharge Permitted Wastes (as defined in Part I.A below) to the City's Sanitary Waste Transfer Station ("Transfer Station") at the Drake Water Reclamation Facility, located at 3036 Environmental Drive, pursuant to the terms and conditions of this Permit.

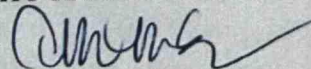
Compliance with this Permit does not relieve the Permittee from its obligations regarding compliance with any and all applicable local (including City and county), State, and Federal laws and regulations, including any laws and regulations that may become effective during the term of this Permit. Nothing in this Permit shall be construed to relieve the Permittee of any responsibilities, liabilities, legal action, or other penalties to which the Permittee is, or may be, subject to under any and all applicable local (including City and county), State, or Federal laws or regulations.

Noncompliance with any terms or conditions of this Permit shall constitute a violation of City Code. Pursuant to Chapter 26, Division 7 of City Code, noncompliance is punishable by criminal penalties of up to \$1,000 per violation per day and/or 180 days imprisonment plus assessed costs, civil penalties of up to \$10,000 per violation per day plus actual damages, administrative fines of up to \$1,000 per day per violation, termination or suspension of this Permit, and/or other penalties or actions authorized by the Fort Collins Municipal Code, and sanctions under State and/or Federal law. Nothing in this Permit shall be construed to affect the City's rights to enforce this Permit and violations thereof pursuant to City Code and other applicable law.

This Permit shall become effective **01 May 2023**. This Permit shall expire at midnight, **30 April 2024**.

Signed this 25 day of April, 2023.

**CITY OF FORT COLLINS, COLORADO**

  
Christina Schroeder  
Director of Plant Operations Water Reclamation and Biosolids



Christina Schroeder  
Director of Plant Operations Water Reclamation and Biosolids

Page 1 of 5



### Sales & Use Tax/ Business License

**License Number**

00143261

ALLIED WASTE SYSTEMS INC  
1941 HEATH PKY  
FORT COLLINS CO 805244791

THIS CERTIFIES THAT THE LICENSEE SHOWN HEREON IS AUTHORIZED TO COLLECT SALES TAX FOR THE CITY OF FORT COLLINS, COLORADO AT THE ADDRESS INDICATED IN ACCORDANCE WITH CHAPTER 28 OF THE CITY CODE. ANY ALTERATION MADE ON THIS LICENSE WILL AUTOMATICALLY MAKE IT NULL AND VOID.

**Business Start Date**

01/01/2021

Valid until revoked or canceled

**Business Location**

1941 HEATH PKWY  
FORT COLLINS, CO 80524-4791

NOTICE: THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS SHOWN AND IS NOT TRANSFERABLE.

FINANCIAL OFFICER  
CITY OF FORT COLLINS



**References**

Provide three (3) references for similar scopes of work.

<b>Client Name:</b>	<b>Thompson School District</b>
<b>Contact Information:</b>	<b>Melissa Carroll Melissa.carroll@tsd.com 970-566-2377</b>
<b>Client Location:</b>	<b>Multiple Locations – Schools</b>
<b>Dates of Service:</b>	<b>2012 - Current</b>
<b>Service Type and Size Description</b>	<b>Hauling of trash and recycle carts, dumpsters. Compactors and roll off containers. Portable restroom services.</b>
<b>Client Name:</b>	<b>Poudre School District</b>
<b>Contact Information:</b>	<b>Trudy Trimbath Ttrimbath@psdschools.com 970.490.3502</b>
<b>Client Location:</b>	<b>Multiple Locations in Fort Collins, Wellington, Timnath</b>
<b>Dates of Service:</b>	<b>2015 - Current</b>
<b>Service Type and Size Description</b>	<b>Hauling of trash and recycle carts, dumpsters. Compactors and roll off containers. Portable restroom services.</b>
<b>Client Name:</b>	<b>Larimer County Facilities &amp; Natural Resources</b>
<b>Contact Information:</b>	<b>Jenna Cifala, J.D difalajm@co.larimer.co.us 970.498-5952</b>
<b>Client Location:</b>	<b>Fort Collins, Loveland, Bellvue</b>
<b>Dates of Service:</b>	<b>2019-Current</b>
<b>Service Type and Size Description</b>	<b>Hauling of trash and recycle carts, dumpsters. Compactors and roll off containers. Portable restroom services.</b>



**Town of Timnath**  
Commercial Services

Name	Address	Qty	Size	Frequency	Monthly Rate
Timnath Town Center	4750 Signal Tree Dr, Timnath	1	3yd Trash	1x	\$84.00
		1	2yd Recycle	1x	\$56.00
Public Works Building (Oct - Mar)	4800 Goodman St, Timnath	1	3yd Trash	1x	\$84.00
(April - Sept)	*	1	95g-Recycle	1x	\$169.00
		1	2yd Recycle	EOW	\$30.00
Timnath Police Department	5601 E Harmony Rd, Timnath	1	3yd Trash	1x	\$84.00
	*	1	95g-Recycle	1x	\$84.00
		1	2yd Recycle	EOW	\$30.00
Timnath Community Park	5500 Summerfields Pkwy, Timnath	1	3yd Trash	1x	\$84.00
Timanath Reservoir	2887 Majestic View Dr, Timnath	1	3yd Trash	1x	\$84.00
Weitzel Park	4580 Weitzel St, Timnath	1	3yd Trash	1x	\$84.00
	*	1	95g-Recycle	1x	\$84.00
		1	2yd Recycle	EOW	\$30.00
Wildwing Park	2221 S County Rd 1, Timnath	1	3yd Trash	1x	\$84.00
	*	1	95g-Recycle	1x	\$84.00
		1	2yd Recycle	EOW	\$30.00
					<b>\$891/month</b>
					<b>\$10,692/year</b>

* 95g poly cart route not offered in this area. As an alternative we suggest our smallest 2yd recycle dumpster dumped every other week. This service would provide a comparable price and volume of service.	Size & Frequency Options		
	1	2yd	EOW
1	2yd	1x	\$56.00
1	2yd	2x	\$113.00
1	2yd	3x	\$169.00
1	3yd	EOW	\$44.00
1	3yd	1x	\$84.00
1	3yd	2x	\$169.00
1	3yd	3x	\$253.00



**Town of Timnath**  
Clean-Up

Name	Address	Qty	Size	Frequency	Delivery	Haul Rate	Total Cost
Town Clean-Up	5500 Summerfield Pkwy	8	30yd Trash Roll Off	11 hauls	\$150 each	\$525.00	\$6,975.00
Town Clean-Up	5500 Summerfield Pkwy	3	20yd Cardboard Roll Off	3 hauls	\$150 each	\$450.00	\$1,800.00
Town Clean-Up	5500 Summerfield Pkwy	2	20yd Metal Roll Off	2 hauls	\$150 each	\$450.00	\$1,200.00
							<b>\$9,975.00</b>

Roll Off Options	30yd	on-call	\$150	\$525.00
	20yd	on-call	\$150	\$450.00
	15yd	on-call	\$150	\$400.00





## Town of Timnath

Special Events

Name	Address	Qty	Size	Price each	Qty Total	Delivery	Vacate	Total Cost
Town Safety Fair	5500 Summerfields Parkway	7	95g Trash	\$55.00	\$385.00	\$85.00	\$85.00	\$555.00
Ice Cream Social	5500 Summerfields Parkway	20	95g Trash	\$55.00	\$1,100.00	\$150.00	\$150.00	\$1,675.00
		5	95g Recycle	\$55.00	\$275.00			
		1	Hand Wash	\$175.00	\$175.00			
4th of July	5824 E County rd 40	65	95g Trash	\$55.00	\$3,575.00	\$400.00	\$400.00	\$5,200.00
		15	95g Recycle	\$55.00	\$825.00			
		32	Standard PT	\$175.00	\$5,600.00			
		3	ADA PT	\$375.00	\$1,125.00			
		2	Family Unit	\$375.00	\$750.00			
		7	Hand Wash	\$175.00	\$1,225.00			
Town Movie Night	5500 Summerfields Parkway	7	95g Trash	\$55.00	\$385.00	\$85.00	\$85.00	\$555.00
Fall Festival	5500 Summerfields Parkway	50	95g Trash	\$55.00	\$2,750.00	\$300.00	\$300.00	\$3,900.00
		10	95g Recycle	\$55.00	\$550.00			
		6	Standard PT	\$175.00	\$1,050.00			
		4	ADA PT	\$375.00	\$1,500.00			
Town Holiday Event	Multiple Addresses	6	Hand Wash	\$175.00	\$1,050.00	\$300.00	\$300.00	\$4,200.00
		5	95g Trash	\$55.00	\$275.00			
		5	95g Recycle	\$55.00	\$891/month			
		1	ADA PT	\$375.00	\$10,692/year			
		4	Family Unit	\$375.00	\$1,500.00	\$100.00	\$100.00	\$2,075.00
								<b>\$30,755.00</b>

Special Event Options	Price	Delivery and vacate charges are bases on event size, quantity and types of equipment for each individual event.
95g Trash	\$55.00	
95g Recycle	\$55.00	
Standard PT	\$175.00	
Hand Wash	\$175.00	
Family Unit	\$375.00	
ADA PT	\$375.00	

EXHIBIT A-1

CONTRACTOR'S COMPLETED W-9

**W-9**  
Form (Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**Republic Services, Inc.**

2 Business name/disregarded entity name, if different from above.  
**Allied Waste Systems, Inc. (ein 36-2750252)**

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor  
 C corporation  
 S corporation  
 Partnership  
 Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, F = Partnership).  
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or F) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **5**  
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**  
 (Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.  
**18500 N Allied Way**

6 City, state, and ZIP code.  
**Phoenix AZ 85054**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.  
 Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**  
Under penalties of perjury, I certify that:  
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
 3. I am a U.S. citizen or other U.S. person (defined below); and  
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person  Date **3-28-24**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**What's New**  
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.  
 New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;\*
  - d. broad form property damages;
  - e. medical payments;
  - f. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**\*This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.



EXHIBIT B-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8

DATE (MM/DD/YYYY)  
11/27/2024

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).


<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext):      FAX (A/C No.Ext): E-MAIL ADDRESS:certificateteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER: 2586978      REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDD G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <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 \$			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division Number: 4642 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Republic Services of Colorado // Gallegos Sanitation // Gallegos Services - Colorado

<b>CERTIFICATE HOLDER</b>  TOWN OF TIMNATH 4750 SIGNAL TREE DR TIMNATH, CO 80547 United States	<b>CANCELLATION</b> 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 8

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS** **CERTIFICATE NUMBER: 2586978**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: The Town of Timnath, when required by written contract.

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 22
Policy Symbol ISA	Policy Number H10740083	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement which include permits and licenses requiring DA9U74b (0614), provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



POLICY NUMBER: HDO G48921000

20

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract requiring CG2404 (05/09), provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: HDO G48921000

14  
Endorsement Number: 151

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**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)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0413), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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.



POLICY NUMBER: HDO G48921000 17  
 Endorsement Number: 121

**COMMERCIAL GENERAL LIABILITY  
 CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0413), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

**Workers' Compensation and Employers' Liability Policy**

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85064	Endorsement Number
Policy Period 06-30-2024 TO 06-30-2025	Policy Number Symbol: WLR Number: C57256862
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 06-30-2024
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.  
For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A., 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

**EXHIBIT C**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

**OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO**

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ALLIED WASTE SYSTEMS, INC.

is an entity formed or registered under the law of Delaware has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031287338 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/19/2024 that have been posted, and by documents delivered to this office electronically through 11/20/2024 @ 10:08:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/20/2024 @ 10:08:05 in accordance with applicable law. This certificate is assigned Confirmation Number 16734772 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**INDEPENDENT CONTRACTOR AGREEMENT  
(Events Waste Disposal and Portable Restroom & Related Rentals)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 10<sup>th</sup> day of December, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and PORTABLE RENTAL SYSTEMS LLC DBA PORTABLE RESTROOM SOLUTIONS, a Colorado Limited Liability Company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, the Town has appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between

terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of January 1, 2025 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional four (4) one-year terms commencing January 1<sup>st</sup> of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until the date such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25<sup>th</sup> of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the



Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an

invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.



## 12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form



reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against

all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

c. This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this Section 16 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense



of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town, unless the Town terminates the Agreement for convenience.



20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town:                   Town of Timnath  
  Attn: Town Manager  
  4750 Signal Tree Drive  
  Timnath, CO 80547  
  970-224-3211 (phone)  
  970-224-3217 (fax)

With copy to:                 Timnath Town Attorney  
  Attn: Carolyn Steffl  
  4750 Signal Tree Drive  
  Timnath, Colorado 80547  
  (970) 224-3211 (phone)  
  (970) 224-3217 (fax)

Contractor: Portable Rental Systems LLC dba Portable Restroom Solutions  
Attn: Matt McConkey  
6766 E Co Rd 18  
Johnstown, CO 80534  
(970) 834-1275 (phone)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.



c. Litigation. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Agreement, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.



31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Remainder of page intentionally left blank. Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:  
*Aaron Adams*  
A7C88DDD439C4A6...  
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:  
*Milissa Peters Garcia*  
07A6AF3B02114D7...  
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Carolyn Steffl*  
F44B3963ECD949F...  
Carolyn R. Steffl, Town Attorney

***Town’s Signature Page to Independent Contractor Agreement for Events Waste Disposal and Portable Restroom & Related Rental Services with the Town of Timnath and Portable Rental Systems LLC dba Portable Restroom Solutions, dated December 10, 2024***

CONTRACTOR:

PORTABLE RENTAL SYSTEMS LLC DBA  
PORTABLE RESTROOM SOLUTIONS, a  
Colorado Limited Liability Company

Signed by:

*Mark Rushing*

47735489FC364D6...

Printed Name: Mark Rushing

Title: owner

***Contractor's Signature Page to Independent Contractor Agreement for Events Waste Disposal  
and Portable Restroom & Related Rental Services with the Town of Timnath and Portable  
Rental Systems LLC dba Portable Restroom Solutions, dated December 10, 2024***



**EXHIBIT A**

**SCOPE OF SERVICES**

The attached Request for Proposals Specifications dated September 13, 2024 and the attached Proposal dated October 7, 2024 (specifically Scopes 3 and 4, excluding Scope 1 and 2) from Contractor to the Town shall constitute this Scope of Services.

# Town of Timnath

## REQUEST FOR PROPOSALS

### SPECIFICATIONS

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#### **I SCOPE OF WORK**

The Town of Timnath ("Town") is soliciting proposals from one or more qualified Contractor(s) to enter into an Independent Contractor Agreement to provide Town of Timnath Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals for the Town. These services will help the Town to support current and future growth as well as support the Town citizens and event guests. Contractors may submit proposals for one of the four services or up to all four services; each proposed service will be treated as a separate proposal. Each proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years.

#### **A BACKGROUND INFORMATION**

The Town of Timnath is a community of approximately 9,300 residents (2022 US Census ACS). The Town, founded in 1882, has remained an agriculture and farming community for decades. Over the last two decades, communities in northern Colorado have been experiencing rapid growth, and Timnath is no exception. Current building permit trends suggest that the Town's population could increase by 7,500 residents in the next 10 to 15 years. To support current and future growth, the Town needs waste disposal and portable toilet-related rentals for municipal buildings and events.

#### **B SCOPE 1: MUNICIPAL BUILDINGS & PARKS WASTE DISPOSAL SERVICES**

The Town of Timnath currently has three (3) municipal buildings and three (3) parks (soon to be four – one additional park should be opening in the next few months) that require waste disposal. The Town is seeking a Contractor to provide waste receptacles as well as disposal services for the Town's properties. As the Town continues to grow in regards to residents, municipal buildings, and parks, the waste disposal service needs have grown and will continue to grow. The selected Contractor should anticipate growth in regards to the Town's required services.

1. Service & Equipment Requirements:

- a. Contractor shall supply all waste containers and dumpsters at the designated size on the current buildings and parks waste disposal (see below).
- b. Contractor shall supply all labor, vehicles, equipment, and products necessary to collect and dispose of solid waste materials placed in waste containers and dumpsters on the current buildings and parks waste disposal (see below).
- c. Contractor shall provide waste container(s) and dumpster(s) for area locations with lids/covers as requested by the Town.
- d. Contractor shall obtain and maintain all appropriate permits and licenses for vehicles, employees, and waste disposal as required by law.
- e. If services at the Weekly Locations fall on a holiday, Contractor shall provide the service no later than the next Business Day.
- f. Contractor shall empty containers per the frequency indicated on the current buildings and parks waste disposal (see below).
- g. Contractor shall not charge any rental and/or inactivity fees for waste containers and/or dumpsters to the Town

2. Current Municipal Building & Parks Waste Disposal Requirements:

The Town municipal buildings and parks currently utilize the following trash disposal receptacles and schedules:

Location	Trash Receptacles	Trash Collection Frequency	Recycling Receptacles	Recycling Collection Frequency
Timnath Town Center	3yd dumpster	Weekly	2yd dumpster	Weekly
Public Works Building	3yd dumpster	Weekly-Oct-Mar Twice/Week-Apr-Sept	95-Gallon Cart	Weekly
Timnath Police Department	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Timnath Community Park	3yd dumpster	Weekly	N/A	N/A



Timnath Reservoir	3yd dumpster	Weekly	N/A	N/A
Weitzel Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly
Wildwing Park	3yd dumpster	Weekly	95-Gallon Cart	Weekly

As the Town continues to grow and add new properties and parks, the selected vendor must be prepared to modify the current waste disposal receptacles as well as provide the Town with new waste disposal receptacles.

3. Municipal Buildings and Parks Waste Disposal Schedule:

The disposal/waste pickup schedule for current Town municipal buildings and parks waste is outlined in the above chart. These services are required year-round at the specified frequency, beginning the first week of each calendar year. Service frequencies may change, upon request from the Town and prior written approval between Contractor and the Town.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

4. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Pricing for the current Town municipal buildings and parks waste disposal receptacles and frequencies, based on the above chart, for the year 2025.
- b. Pricing for potential additional receptacles (frequently used sizes) and changes to service frequencies (increases and decreases).
- c. If offered by Contractor, pricing for potential specialty or large item collection from Town municipal buildings and parks.
- d. Approach to assisting Town with determining receptacle size and frequency needs.
- e. Procedures for the Town to add additional trash and recycling receptacles as well as change service frequency.

**C SCOPE 2: TOWN CLEAN-UP DAY WASTE DISPOSAL SERVICES**

1. Town Clean-Up Day Event Goal:

Each year the Town of Timnath hosts a Town Clean-Up and Appreciation Day (the “Event”) in either the Spring or the Fall. The Clean-Up Day allows Town residents to donate or dispose of household items that are no longer wanted or needed. This event offers multiple disposal services for residents to utilize on a first-come, first-served basis until filled. These services include trash dumpster, cardboard and metal recycling, mattress recycling, goodwill donations, electronic recycling, shredding, and wood chipping. The Town is currently seeking proposals from qualified Contractors to provide trash and recycling collection for this annual Event.

2. Town Clean-Up Day Waste Collection Requirements:

The requirements for the Town Clean-Up Day Event will depend on event popularity, previous years’ needs, and future year trends. The most recent Event (Spring 2024) required the following waste collections:

Event	Trash Disposal Receptacle	Cardboard-Only Disposal Receptacle	Metal-Only Disposal Receptacle
Town Clean-Up Day	Eight (8) 30yd dumpsters (Three (3) dump and returns utilized, for a total of four (4) fills)	Three (3) 20yd dumpsters (no additional trips for dumpster)	Two (2) 20yd dumpsters (no additional trips for dumpster)

The Town is open to proposals regarding the sizing of the dumpsters and/or frequency of dumpster dumps and returns.

In addition to the above trash and recycling options, the Town would like to offer hazardous waste disposal at this Event. If Contractor offers these services, please include a description of the services as well as pricing information in the proposal.

3. Service Standards:

Industry standards for waste disposal must be followed at all times. The Town is responsible for any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

4. Town Clean-Up Day Schedule:

Dumpsters should be dropped off prior to the start of the Event at an agreed upon time between Contractor and the Town and should be picked up following the end of the Event at an agreed upon time between Contractor and the Town. Additionally, during the Event, Contractor should pick up full trash disposal dumpsters, dispose of the contents, and replace the dumpster with an empty dumpster no less than three (3) times throughout the Event.

The Town Clean-Up Day Event will only occur once per year. The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles and frequency of disposal for the Event;
- b. A pricing list for the 2025 Event for the types of receptacles the Contractor would use for the Event (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

## **D SCOPE 3: TOWN EVENTS WASTE DISPOSAL SERVICES**

1. Town Events Waste Disposal Services Goal:

The Town of Timnath endeavors to better manage waste during special events to include trash and recycling services. As the Town continues to strive towards greater sustainability, managing waste appropriately is not only better for the environment, but also provides a higher level of service to residents, business owners, and visitors. The selected Contractor of the Special Events Waste Disposal Services will be the Town's partner in ensuring that the Town and residents can effectively dispose of waste at Events.

2. Town Special Events:

The Town of Timnath typically hosts around six (6) large events annually (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 250 and 10,000 visitors per event and all produce a large quantity of waste.



3. Event Waste Quantities:

The different events will require different quantities of both trash and recycling management. Below is a list containing example trash and recycling receptacle needs at various events in 2024:

Town Event	Trash Receptacles Required	Recycling Receptacles Required
Town Safety Fair	Seven (7) 95-Gallon Carts	N/A
Ice Cream Social	Twenty (20) 95-Gallon Carts	Five (5) 95-Gallon Carts
4 <sup>th</sup> of July Celebration	Sixty-Five (65) 95-Gallon Carts	Fifteen (15) 95-Gallon Carts
Town Movie Night	Seven (7) 95-Gallon Carts	N/A
Fall Festival	Fifty (50) 95-Gallon Carts	Ten (10) 95-Gallon Carts
Town Holiday Event	Five (5) 95-Gallon Carts	Five (5) 95-Gallon Carts

The numbers provided in the above chart are intended to showcase the volume of event waste disposal services required by the Town. As events grow in size, waste disposal requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of trash and recycling receptacles required per event, the types of receptacles that will best serve event guests, and placement at events.

4. Event Waste Disposal Schedule:

Determinations regarding the quantities and types of trash and recycling receptacles as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) waste disposal units to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple

years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

Contractor will be responsible for delivering the waste disposal receptacles at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the waste disposal receptacles from the events at the agreed upon time and place after the end of each event as well as proper disposal of the waste. Industry standards for waste disposal must be followed at all times. The Town is responsible any cleanup at events, and any waste not in the waste receptacles at the agreed upon pickup time is not the responsibility of Contractor.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event waste disposal needs, including types of receptacles for the events;
- b. A pricing list for 2025 events for the types of receptacles the Contractor would use for Town events (please note: the Town may request changes to the proposed receptacles; Contractor should provide multiple options).

**E SCOPE 4: TOWN EVENTS PORTABLE TOILET AND RELATED EQUIPMENT RENTALS**

1. Town Events Portable Toilet and Related Equipment Rental Goal:

The Town of Timnath endeavors to better manage portable toilet and related equipment rentals during special events. As the Town continues to strive towards greater events, providing a higher level of service to residents, business owners, and visitors includes portable toilets and related equipment at Town events. The selected Contractor of the special events portable toilets and related equipment rentals will be the Town's partner in ensuring that the Town and residents can effectively manage sanitation needs at Town events.

2. Town Special Events:

The Town of Timnath typically hosts around four (4) large events annually that require portable toilet and equipment rentals (excluding the Clean-Up Day, which is separately scoped in this RFP); number and size of events is subject to change on an annual basis for both recurring and one-off events. These events typically have a range between 2,000 and 10,000 visitors per event and all require portable toilets and/or related equipment for sanitation purposes.

3. Event Rental Requirements:

The different events will require different types and quantities of portable toilet and related equipment rentals. Below is a list containing example rental needs at various events:

Event	Regular Port-A-Potty Rentals	ADA Port-A-Potty Rentals	Family Port-A-Potty Rentals	Handwashing Station Rentals
Ice Cream Social	N/A	N/A	N/A	One (1) Unit
4 <sup>th</sup> of July Celebration	Thirty-Two (32) Units	Three (3) Units	Two (2) Units	Seven (7) Units
Fall Festival	Six (6) Units	Four (4) Units	N/A	Six (6) Units
Holiday Event	N/A	One (1) Unit	Four (4) Units	N/A

The numbers provided in the above chart are intended to showcase the volume of event portable toilet and related equipment rentals required by the Town. As events grow in size, rental requirements will also grow. The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding volume of portable toilet and related equipment rentals required for Town events, the types of equipment that will best serve event guests, and equipment placements at events.

- a. Contractor must guarantee that the rental units will be serviced (emptied, cleaned, and refilled with soap, water, and toilet paper) prior to the start of each event (preferably within 24 hours of event start time).
- b. Toilet paper and soap must be provided by Contractor. Extra toilet paper and soap must be provided by Contractor in case the units run out.
- c. All portable toilet rentals, at every event, must be staked with t-posts.

4. Event Portable Toilet and Related Equipment Schedule:

Determinations regarding the quantities and types of portable toilet and related equipment rentals as well as the times needed will be determined at the beginning of each calendar year during the initial planning phases of the events. Event dates shift each year, with the exception of the 4<sup>th</sup> of July Celebration, which occurs on July 4<sup>th</sup> each year.

Contractor will be responsible for delivering the equipment rentals at the events at the agreed upon time and place prior to the start of each event. Contractor is responsible for removing the equipment rentals from the events at the agreed upon time and place after the end of each Event. Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off and pick up) portable toilets



and related equipment to the Events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given Event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years. Please note: while year-to-year rate increases will be accepted upon written request, the lessor of Denver metro CPI or 5% may not be exceeded.

5. Proposal Requirements:

Proposals should contain the information requested in section II Proposal Content. Additionally, proposals submissions for the Town Events Waste Disposal Services should also contain the following:

- a. Initial approaches to the Town's special event portable toilet and related equipment rental needs, including types of equipment for the events;
- b. A pricing list for 2025 events for the types of equipment Contractor would use for Town events (please note: the Town may request changes to the proposed equipment; Contractor should provide multiple options).

**F OUT OF SCOPE SERVICES**

The following items shall be considered as out of scope from this RFP and will not be included in an eventual agreement with the awarded Contractor(s):

- 1) Refuse collection for Town residents' homes;
- 2) Recycling collection from Town residents' homes;
- 3) Specialty or large item collection from Town residents' homes; and
- 4) Hazardous materials and waste collection (included as optional service for Town Clean-Up Day; not required for any other service).

Please be advised that by entering into this contract, the Town is in no way obligated to use only the Contractor(s) that are selected for this contract with the Town, and the Town may, at the Town's discretion, use other organizations for any of the requested services.

## **II PROPOSAL CONTENT**

Proposals should be clear and concise and should be formatted to a standard page size of 8.5"x11".

Each Scope outlined in section I Scope of Work should be treated as a separate proposal should include, at a minimum, the following information:

### **A RFP COVER SHEET**

Must be completed and signed by Contractor's authorized signatory.

### **B COVER LETTER**

Should express Contractor's interest and commitment to providing the selected services for the Town (Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals).

### **C CONTRACTOR QUALIFICATIONS**

Should briefly detail Contractor's background, qualifications, and company structure.

### **D RELEVANT PROJECT EXPERIENCE**

Details of at least three (3) relevant and similar projects completed or in progress within the last five (5) years (ideally municipal clients), including reference contact information.

### **E PROJECT APPROACH**

Should detail the proposed methodology of providing the desired Services to the Town throughout the year. See details in each Scope in Section I Scope of Services

### **F PRICING**

See details in each Scope in section I Scope of Services.

### **G APPENDIX**

1. Confirmation of the firm's agreement with the Town's standard Independent Contractor Agreement.
2. Provide reference contact information for at least three (3) current or recent clients (municipal clients preferred).

### III SELECTION PROCESS

The proposals will be evaluated using the following general criteria with a maximum of 100 points available. Contractors will be evaluated based on the proposal and qualifications. The committee will review and score the proposals to develop a shortlist of the top-ranked firms. If Contractor proposes for multiple services, each proposal will be evaluated separately by the evaluation panel.

1. Selection Criteria:

Proposals should be well-organized, clear, concise, and responsive to the RFP requirements. Selection criteria and relative weights are outlined as follows:

- a. *Respondent Qualifications & Experience with Similar Projects* (30 points)  
Review of the qualifications, depth of services and expertise of the Contractor and assesses Contractor's track record with similar projects with successful results and references.
- b. *Waste Disposal or Portable Toilet & Related Equipment Rentals Services* (30 points)  
Evaluates desirability of specific Services offered.
- c. *Project Approach* (20 points)  
Evaluates Contractor's proposed methodology for managing selected Services.
- d. *Pricing* (20 points)  
Evaluates the value provided by the pricing for the project.
- e. The Town may also evaluate based on such other factors as the Town determines are relevant to consideration of the best interests of the Town.

At the Town's discretion, the shortlisted firms may be invited to participate in oral interviews. The Town prefers interviews to be held in person at the Timnath Town Center.

2. Interview Scoring:

If the shortlisted firms are selected for oral interviews, interview content will be evaluated and scored using the selection criteria outlined in the Selection Criteria section above following the interviews. A total of 10 points may be awarded to each proposal based on the interview. The final evaluation will be based on the Contractor's written proposal, interview (if conducted), and any supplemental information requested.

3. Selection & Contract Award:

The Town and the top-ranked Contractor will execute contracts for the Municipal Buildings & Parks Waste Disposal Services; Town Clean-Up Day Waste Disposal Services; Town Events Waste Disposal Services; and/or Town Events Portable Toilet and Related Equipment Rentals.





# Town of Timnath

4750 SIGNAL TREE DR.  
TIMNATH, CO 80547  
(970) 224-3211  
(970) 224-3217 – FAX

## REQUEST FOR PROPOSALS

### COVER SHEET

Date: ..... **September 13, 2024**  
Proposal/Bid Title: .. **Town of Timnath Waste Disposal and Event Portable Toilet & Related Rentals**  
Proposals Will Be Received Until:..... **October 11, 2024 @ 11:00 a.m., Local Time**  
Town Center, 4750 Signal Tree Drive, Timnath, CO 80547

Submissions shall be addressed to Lauren Thomson, Procurement Specialist via Rocky Mountain E-Purchasing System ("BidNet System"): <https://www.bidnetdirect.com/colorado/town-of-timnath>

**For Additional Information or Questions, contact Lauren Thomson via Rocky Mountain E-Purchasing System ("BidNet System"):** <https://www.bidnetdirect.com/colorado/town-of-timnath>

**Documents Included in This Package:**

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| Request for Proposals Cover Sheet | Special Terms and Conditions         |
| General Terms and Conditions      | Request for Proposals Specifications |

The undersigned hereby affirms that:

- (1) the signer is a duly authorized agent of the Contractor,
- (2) the signer has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal,
- (3) the proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document,
- (4) the signer acknowledges and confirms the receipt of all Addenda issued for this RFP, including the following:
  - a. Addendum 1 Dated 09/20/2024
  - b. Addendum 2 Dated 10/4/2024
  - c. Addendum    Dated   /  /
  - d. Addendum    Dated   /  /
  - e. Addendum    Dated   /  /
- (5) the Contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town's form of Professional Services Master Agreement for Engineering Services, a copy of which is available upon request.

#### CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Contractor Company Name: Portable Restroom Solutions

Company Phone Number: 970-834-1275 Company Fax Number: \_\_\_\_\_

Proposal Contact Person: Matt McConkey Proposal Contact Title: Sales Director

Proposal Contact Email: matt@tryprs.com Proposal Contact Phone: 970-248-8392

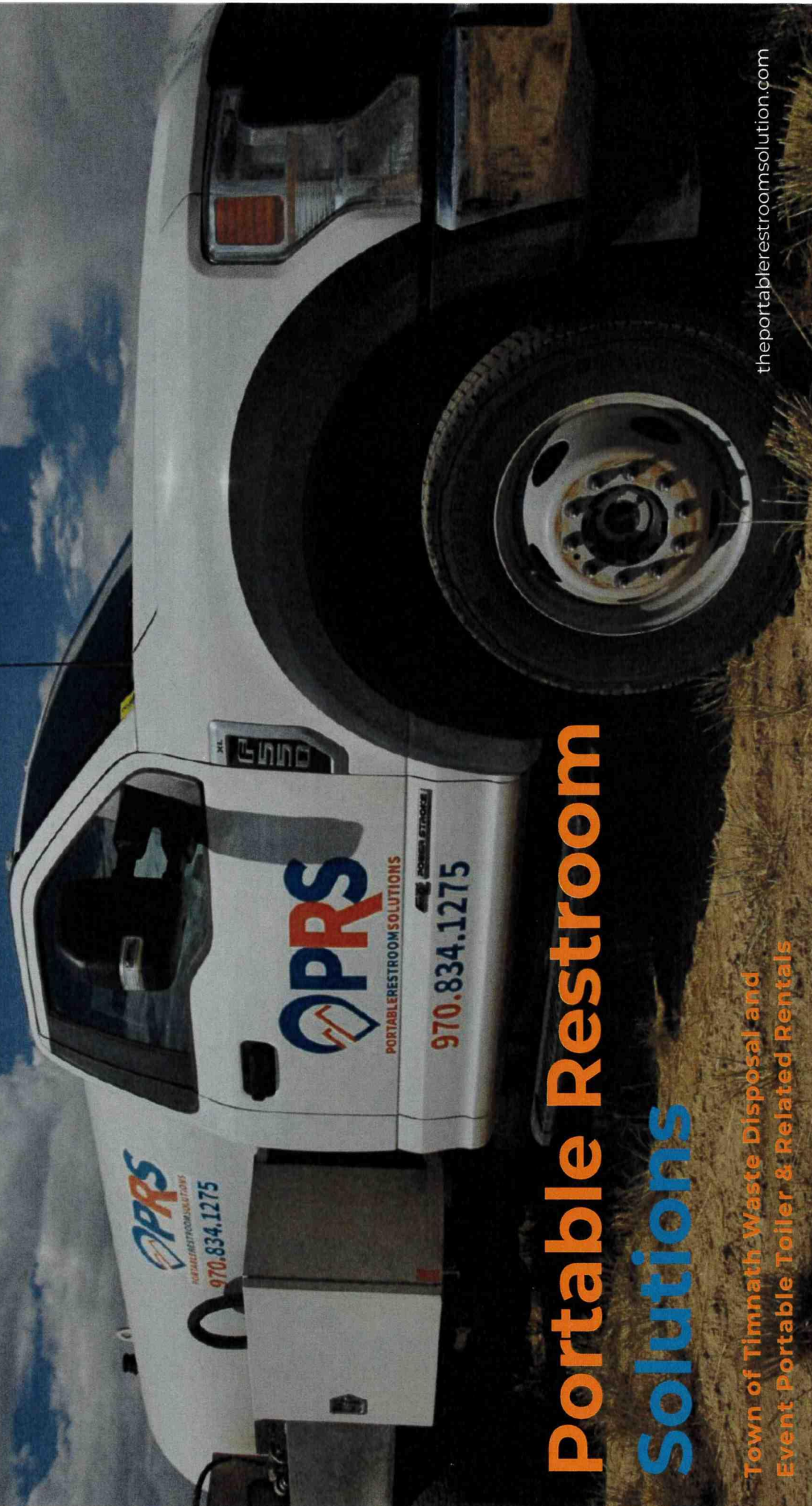
Authorized Signatory Name: Mark Rushing Authorized Signatory Title: Owner

Authorized Signatory Email: mark@tryprs.com Authorized Signatory Phone: 970-834-1275

Authorized Signature: Mark Rushing Date: 10/7/2024



# SCOPE 1: Municipal Buildings and Parks Waste Disposal Services

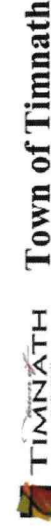


# Portable Restroom Solutions

Town of Timnath Waste Disposal and Event Portable Toilet & Related Rentals



# RFP Cover Sheet



**TOWN OF TIMNATH**  
4750 SIGNAL TREE DR.  
TIMNATH, CO 80547  
(970) 224-3211  
(970) 224-3217 – FAX

## REQUEST FOR PROPOSALS COVER SHEET

Date: ..... September 13, 2024  
**Proposal/Bid Title:** Town of Timnath Waste Disposal and Event Portable Toilet & Related Rentals  
**Proposals Will Be Received Until:** ..... October 11, 2024 @ 11:00 a.m., Local Time  
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**For Additional Information or Questions, contact Lauren Thomson via Rocky Mountain E-Purchasing System ("BidNet System");** <https://www.bidnetdirect.com/colorado/town-of-timnath>

**Documents Included in This Package:**  
Request for Proposals Cover Sheet  
General Terms and Conditions  
Special Terms and Conditions  
Request for Proposals Specifications

The undersigned hereby affirms that:

- (1) the signer is a duly authorized agent of the Contractor,
- (2) the signer has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal,
- (3) the proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document,
- (4) the signer acknowledges and confirms the receipt of all Addenda issued for this RFP, including the following:
  - a. Addendum 1 Dated 09/20/2024
  - b. Addendum 2 Dated 10/4/2024
  - c. Addendum Dated / /
  - d. Addendum Dated / /
  - e. Addendum Dated / /
- (5) the Contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the Town's form of Professional Services Master Agreement for Engineering Services, a copy of which is available upon request.

### CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Contractor Company Name: Portable Restroom Solutions  
 Company Phone Number: 970-834-1275 Company Fax Number: \_\_\_\_\_  
 Proposal Contact Person: Matt McConkey Proposal Contact Title: Sales Director  
 Proposal Contact Email: matt@tryprs.com Proposal Contact Phone: 970-248-8392  
 Authorized Signatory Name: Mark Rushing Authorized Signatory Title: Owner  
 Authorized Signatory Email: mark@tryprs.com Authorized Signatory Phone: 970-834-1275  
 Authorized Signature: Mark Rushing Date: 10/7/2024





## COVER LETTER

We are elated to express our interest in partnering with the Town of Timnath, and to deliver comprehensive waste disposal and sanitation services. At Portable Restroom Solutions, we understand the unique demands of a growing community, and our team is ready to meet those needs with the utmost professionalism and dedication to our craft.

Portable Restroom Solutions brings more than 30 years of experience serving municipalities and large scale events across the Front Range. Thus, making us an ideal fit for providing services to scope three and four, while bringing in a trusted partner for scope one and two. This will ensure all aspects of the project are executed to the highest standard.

At the core of our company are four pillars: Be Responsible, Positive Attitude, Be a Problem Solver, Be a Good Teammate. Our Core Values, coupled with our commitment to customer satisfaction, makes us an ideal candidate for the town's waste disposal and event portable toilets.

This project is viewed, in our eyes, as an opportunity to not only support Timnath and your immediate needs, but to contribute to the long-term culture of the town. We're truly thrilled to bring our expertise, responsiveness and commitment to excellence into this partnership and we look forward to working closely with stakeholders to ensure success at every touchpoint we provide.



## CONTRACTOR QUALIFICATIONS

Portable Restroom Solutions has been operating in northern Colorado since 1994. In 2021, Mark Rushing purchased the company, formerly known as Portable Rental Systems, and rebranded to our current name.

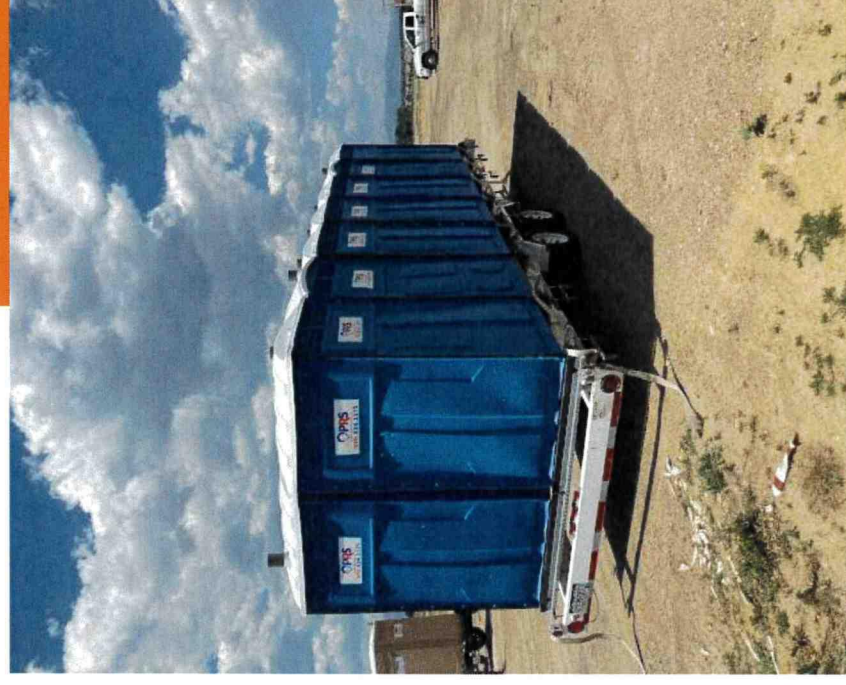
With decades of experience owning and operating managed care facilities, Mr. Rushing wanted to embark on a new entrepreneurial journey and made the transition into portapotty rentals and septic pumping/inspections.

Portable Restroom Solutions boasts a team of nearly 15, with several key members having decades of experience in the waste management industry. We carry NAWT certificates to inspect and pump septic systems in Larimer and Weld counties, with new licenses coming for Boulder County in January 2025.

Our company structure is as follows:

- Owner - Mark Rushing
- Financial Administrator - Hannah Hargrave
- Director of Operations - Shawn Lewis
- Director of Sales - Matt McConkey
- Customer Service Representative - Jana Brooks
- Lead Tech - Cisco Davilla

Then we have a team of drivers, technicians and a full time mechanic servicing our trucks. The owner, Mark, also lives in Timnath!





## RELEVANT PROJECT EXPERIENCE

### 1. Town of Erie

Portable Restroom Solutions has been the Town of Erie's 'go to' for portable toilet service for decades. The various departments we serve include:

- Town of Erie - Recycling Center
- Town of Erie - Parks Department
- Town of Erie - Recreation & Special Events

Every park in Erie boasts at least one PRS toilet, with a total of 18 sites. Each location gets weekly service and restocking.

We also serve the town for all their special events, including the 4th of July Celebration, Rad Rover Kids, October Fest and Erie Chamber Concert series. These events range from three units to upwards of 50 units with scheduled cleanings between.

### CONTACT

*Brandon Grasmick* | Recreation Coordinator - Special Events  
Town of Erie | Recreation Department  
[bgrasmick@erieco.gov](mailto:bgrasmick@erieco.gov)  
Phone: 303-926-2558 | Fax: 303-828-0661





## RELEVANT PROJECT EXPERIENCE

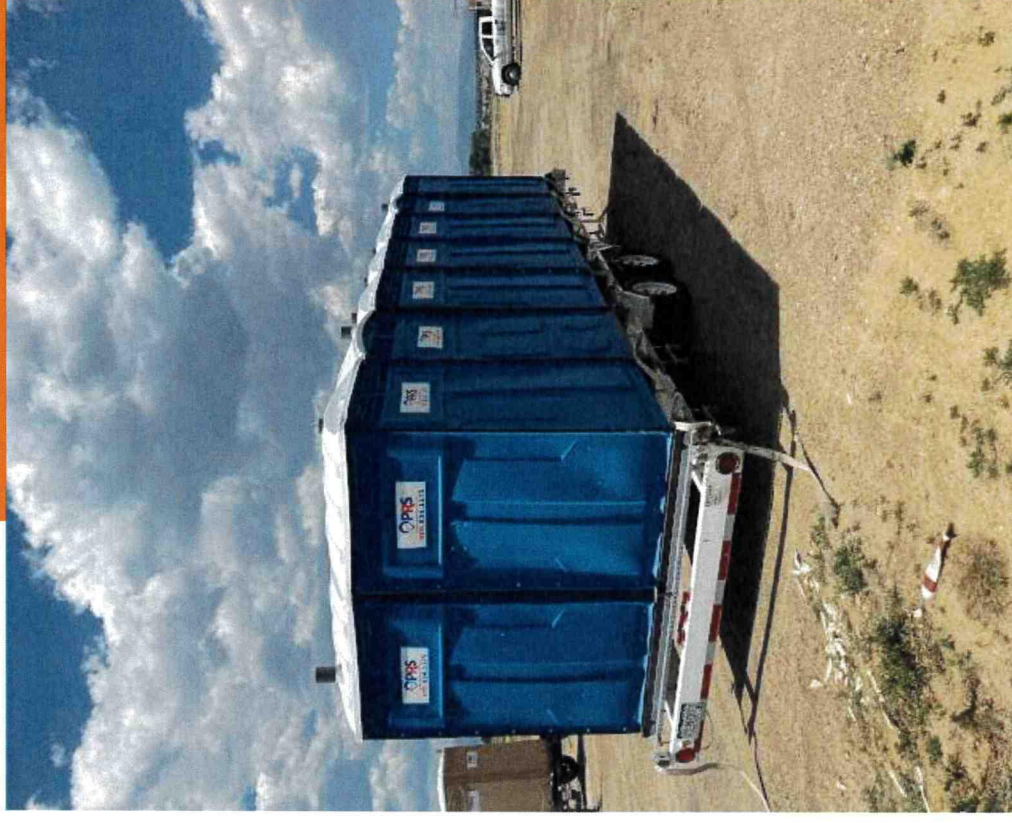
### 2. Boulder County Park & Open Spaces

In January 2023, Portable Restroom Solutions was awarded the contract for Boulder County Parks & Open Spaces.

This contract includes a total 28 sites where we service units at various parks across Boulder County. Some of these locations are in the mountains, while others are in the plains. These units receive weekly service and restocking.

#### CONTACT

Raquel Robles | Boulder County Park & Open Space  
rrobles@bouldercounty.org  
Phone: 303-678-2222



## RELEVANT PROJECT EXPERIENCE

### 3. Town of Estes Park

In 2024, the town of Estes Park started working with Portable Restroom Solutions for their various events hosted throughout the year.

Two events to highlight would include the Hunter Jumper Show in July. PRS provided 10 units, which got serviced nine times through the three week event.

PRS really got to shine during the Estes Fireworks 2024 event. The town rented 40 regular units and 4 ADA. The town received a record number of attendees, but we provided extra toilet paper and hand sanitizer, so the units never ran out during heavy usage at the event.

### CONTACT

*Rob Hinkle* | Town of Estes Park, Fairgrounds & Events  
Director  
[rhinkle@estes.org](mailto:rhinkle@estes.org)  
Phone: 970-577-3901





## ADDITIONAL PROJECT EXPERIENCE

In addition to the three projects before, there were two more events the town should be aware of that we have also undertaken.

For the past two years, PRS has been able to work with Planet Bluegrass and their annual events, RockyGrass and the Folk Festival. These two events span multiple days across July and August. Folk Festival requires almost 60 units, with services multiple times a day, across a very busy weekend.

RockyGrass has almost 80 units on site, scattered throughout the campground. PRS has successfully cleaned, stocked and kept the patrons happy during the event in Lyons.

This year, PRS also secured Colorado State University and the football program tailgate events. Not only tailgating, but the events that helped kick off the 2024 school year. PRS had 135+ units at various sites across campus, including live concert events, the Nutrien Ag BBQ Day and Alumni events.

Our team successfully navigated the narrow streets of the CSU campus, with class in session, to drop and prepare the units for the busy weekend ahead.







# PROJECT APPROACH

## Scope 1: Municipal Buildings & Parks Waste Disposal Services

For Scope 1 and 2, Portable Restroom Solutions is engaging a local partner, Sage Disposal. If PRS was awarded the job, all inquiries, payments, would come directly to us and we would work with Sage on the back end.

PRS has been working with Sage for three plus years, as we make an excellent partnership. PRS doesn't handle roll off dumpsters and Sage doesn't handle toilets. Driving around the Front Range, you will see many job sites where the blue PRS toilets are sitting right next to a green Sage dumpster.

Sage Disposal has been providing quality disposal services to Northern Colorado for nearly 5 years. As a family owned and operated company, customer service is our number one priority. Sage Disposal has been the fastest growing company in the area for this reason.





# PROJECT APPROACH, Continued

Our commitment to excellence doesn't stop when papers are signed. We leverage software which helps draw the best route for our commercial waste disposal team. During the route, drivers are instructed to note if dumpsters are overly full and bring those issues to management for addressing.

## Suggestion

The current RFP requests pricing for 95-gallon recycling receptacles. Sage Disposal only provides front load and roll off dumpster services currently. We are providing pricing for a comparable service to replace the 95-gallon carts.



# PRICING

Description	Monthly Totals	
Timnath Town Center • 3yd trash 1x/week = \$120 • 2yd recycle 1x/week = \$100	<b>\$880</b>	Weitzel Park • 3yd trash 1x/week = \$120 • 1yd recycle 1x/week = \$90
Public Works Building • (Oct-Mar) 3yd trash 1x/week = \$120 • (Apr-Sept) 3yd trash 2x/week = \$151 • 1yd recycle 1x/week = \$90	Oct - Mar - <b>\$840</b> Apr - Sept - <b>\$964</b>	Wildwing Park • 3yd trash 1x/week = \$120 • 1yd recycle 1x/week = \$90
Timnath Police Department • 3yd trash 1x/week = \$120 • 1yd recycle 1x/week = \$90	<b>\$840</b>	Monthly Totals
Timnath Community Park • 3yd trash 1x/week = \$120	<b>\$480</b>	October - March
Timnath Reservoir • 3yd trash 1x/week = \$120	<b>\$480</b>	April - September
		<b>\$840</b>
		<b>\$840</b>
		<b>\$5,220</b>
		<b>\$5,324</b>





# ADDITIONAL PRICING

Should the Town require removal for large items from Municipal buildings and parks, Sage Disposal can provide roll off dumpster service at any location. See pricing below.

Description	Totals
30-yard dumpster <ul style="list-style-type: none"><li>Includes 5 tons disposal \$45 per ton for any overage</li></ul>	<b>\$450</b>
20-yard dumpster <ul style="list-style-type: none"><li>Includes 3 tons disposal \$45 per ton for any overage</li></ul>	<b>\$400</b>
15-yard dumpster <ul style="list-style-type: none"><li>Includes 2 tons disposal \$45 per ton for any overage</li></ul>	<b>\$350</b>





# APPENDIX

Portable Restroom Solutions confirms the agreement with the Town's standard Independent Contractor Agreement.

## REFERENCES

Brandon Grasmick | Recreation Coordinator - Special Events  
Town of Erie | Recreation Department  
[bgrasmick@erieco.gov](mailto:bgrasmick@erieco.gov)  
Phone: 303-926-2558 | Fax: 303-828-0661

Raquel Robles | Boulder County Park & Open Space  
[rrobles@bouldercounty.org](mailto:rrobles@bouldercounty.org)  
Phone: 303-678-2222

Rob Hinkle | Town of Estes Park, Fairgrounds & Events Director  
[rhinkle@estes.org](mailto:rhinkle@estes.org)  
Phone: 970-577-3901



# Get in touch



**OUR ADDRESS**

6766 E Co Rd 18  
Johnstown, CO 80534



**EMAIL**

[matt@tryprs.com](mailto:matt@tryprs.com)



**WEBSITE**

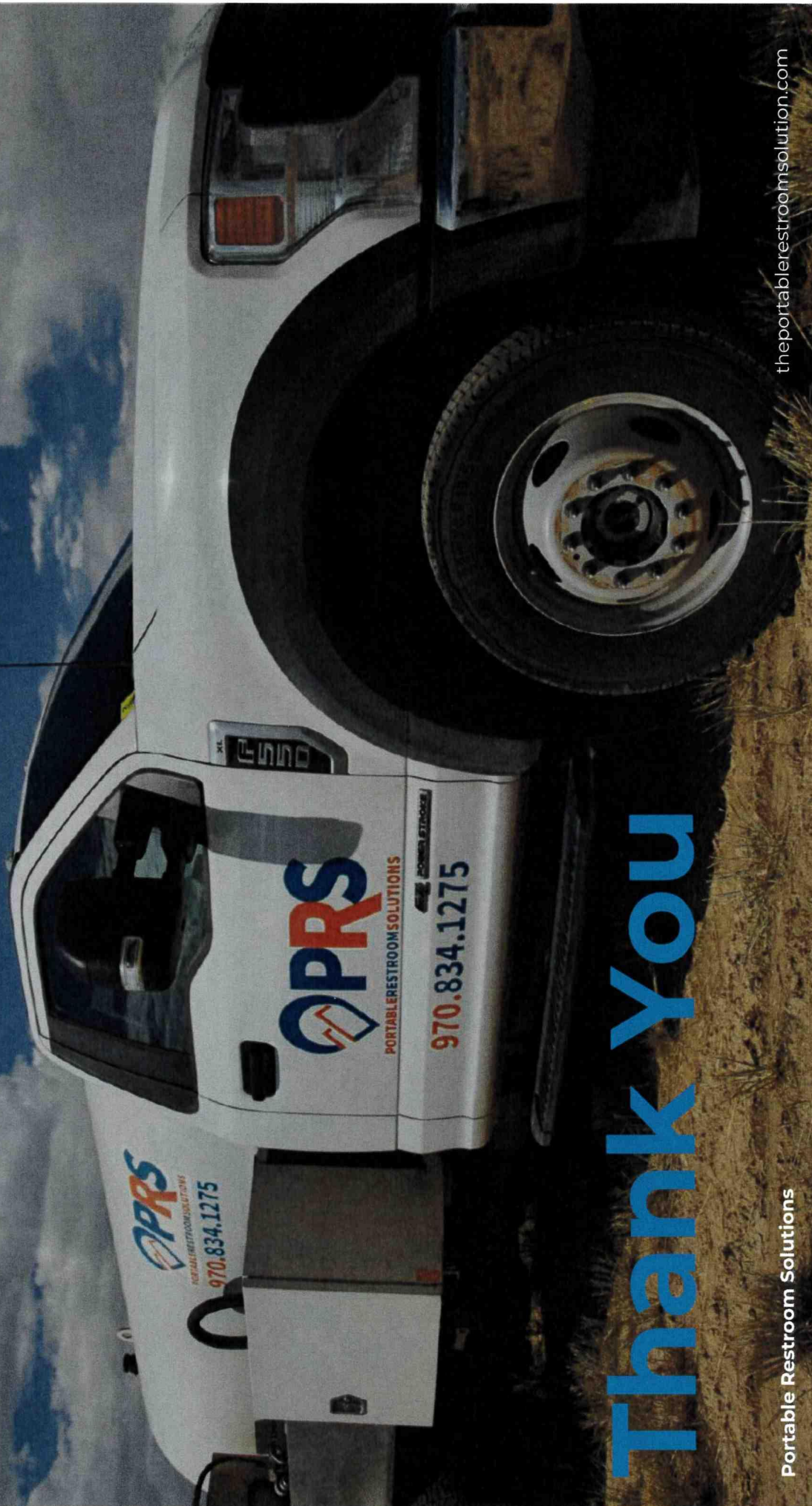
[theportablerestroomsolution.com](http://theportablerestroomsolution.com)



**PHONE**

(970) 834-1275





# Thank You

Portable Restroom Solutions

[theportablerestroomsolution.com](http://theportablerestroomsolution.com)

**EXHIBIT A-1**  
**CONTRACTOR'S COMPLETED W-9**



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>Portable Rental Systems</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>dba Portable Restroom Solutions</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>6766 E CO Rd 18</b>	
<b>6</b> City, state, and ZIP code <b>Johnstown, CO 80534</b>		
<b>7</b> List account number(s) here (optional)		
Requester's name and address (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	
86	2104290

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>8/14/2024</b>
------------------	--	-----------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;\*
  - d. broad form property damages;
  - e. medical payments;
  - f. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**\*This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

**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).**

<b>PRODUCER</b> AssuredPartners Colorado 2002 Caribou Dr, Suite 101 Fort Collins CO 80525	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 303-863-7788      FAX (A/C, No): 303-861-7502 E-MAIL ADDRESS: APCOI@assuredpartners.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PORTREN-02 Portable Rental Systems LLC DbA Portable Restroom Solutions 6766 E Co Rd 18 Johnstown CO 80534	<b>INSURER A:</b> ACUITY, A Mutual Insurance Company      NAIC # 14184 <b>INSURER B:</b> Pinnacol Assurance      41190 <b>INSURER C:</b> Evanston Insurance Company      35378 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 1485256746**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:			ZJ7432	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			ZJ7432	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ZJ7432	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	4231370	7/1/2024	7/1/2025	<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	Pollution Liability			CPLMOL123564	5/7/2024	5/7/2025	Each Claim 250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 When required by written contract, the following applies on a blanket basis:

Genreal Liability:  
 CG-2033R 06-13 Additional Insured - Owners, Lessees or Contractors - Automatic Status  
 CG-7264 12-19 Waiver of Transfer of Rights of Recovery Against Others to Us - Automatic Status

Business Auto:  
 CA-7213A Additional Insured  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Town of Timanth	<b>CANCELLATION</b>  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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### ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Colorado		NAMED INSURED Portable Rental Systems LLC DbA Portable Restroom Solutions 6766 E Co Rd 18 Johnstown CO 80534
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Pollution Liability:  
MEEI 0007 - Additional Insured

Excess Liability policy follows form for General Liability, Automobile Liability, and Worker's Compensation.

Workers Compensation:  
359B- Waiver of Subrogation  
Evidence of Insurance.

**EXHIBIT C**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Portable Rental Systems LLC

is a

Limited Liability Company

formed or registered on 02/16/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211152497 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2024 that have been posted, and by documents delivered to this office electronically through 11/15/2024 @ 12:46:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/15/2024 @ 12:46:02 in accordance with applicable law. This certificate is assigned Confirmation Number 16722555 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*